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2017065746

MEMORANDUM OF LEASE

After Recording, Return to: Katherine E. Schuett, Esq., Thompson Hine LLP, 312 Walnut Street, Suite 1400, Cincinnati, Ohio 45202

14th THIS MEMORANDUM OF LEASE (this “**Memorandum**”) is entered into as of the 14th day of August, 2017, by and between Conagra Brands, Inc. (“**Landlord**”), and Givaudan Flavors Corporation (“**Tenant**”).

RECITALS

WHEREAS, Landlord and Tenant have entered into that certain Lease dated effective as of 8/8/17, 2017 (the “**Lease**”), pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, certain office space comprised of approximately 3,875 rentable square feet located on the first floor of the Building (i.e., the building commonly known as “**Conagra Building 5**”), which Building is situated at 808 ConAgra Drive, Omaha, Nebraska 68102 (the “**Premises**”) (the Property on which the Building is located is more particularly described on Exhibit A attached hereto); and

WHEREAS, Landlord and Tenant desire to provide notice of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in the Lease, Landlord and Tenant agree and provide notice as follows:

1. **Lease.** Landlord leases the Premises to the Tenant.
2. **Term.** The Term of the Lease commences on the Commencement Date (as defined in the Lease) and shall expire five (5) years thereafter, unless earlier terminated or extended pursuant to the terms of the Lease. Without limiting the foregoing, Tenant has a right to renew the Lease for one (1) additional term of three (3) years on all the same terms and conditions set forth in the Lease and a

one-time right to terminate the Lease effective as of the last day of Lease Year 3, all as more fully set forth in the Lease.

3. **Incorporation and Defined Terms.** The terms and conditions of the Lease are by this reference incorporated into this Memorandum as if more fully set forth herein. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of in any way modifying, supplementing or amending the Lease or any of its provisions, as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Lease, the provisions in the Lease shall prevail. Unless otherwise defined herein, initially capitalized words herein shall have the meanings ascribed thereto in the Lease.
4. **Transfer of Premises Subject to Lease.** All terms of the Lease shall extend to and be binding upon each of Landlord's and Tenant's respective successors and assigns. Any sale, assignment, encumbrance or other transfer by Landlord of the Premises shall be subject to the Lease and Tenant's interest in the Premises as set forth therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

LANDLORD:

CONAGRA BRANDS, INC.

By: *John Lewandowski*
Name: John Lewandowski
Title: GM Director of Real Estate & Facilities

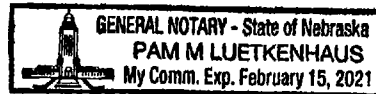
STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for said state, personally appeared John Lewandowski, the Director, RE & Facilities of Conagra Brands, Inc., known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Pam Luetkenhaus
Notary Public

My Commission Expires: February 15, 2021



TENANT:

GIVAUDAN FLAVORS CORPORATION

By: William E. Marino WEM/memo

Name: William E. Marino

Title: Senior Vice President and Chief Financial Officer

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

On this 4th day of August, 2017, before me, the undersigned, a Notary Public, in and for said state, personally appeared Brenda J. Nicolay ⁵² William E. Marino SVP+CFO of Givaudan Flavors Corporation, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Brenda Nicolay
Notary Public

My Commission Expires: 3/6/21



BRENDA J. NICOLAY
Notary Public, State of Ohio
My Commission Expires 03-06-2021

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Central Park East, an addition to the City of Omaha, Douglas County, Nebraska.