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Jerry M. Houghton, Recorder
Tooele County Corporation
For: Metro National Title

This instrument prepared by,
and when recorded, mail to:

Edward J. Hunter, Esq.
Lowenstein Sandler LLP
65 Livingston Avenue
Roseland, New Jersey 07068

MNT 33175

**MEMORANDUM OF SECOND AMENDED AND RESTATED
LEASE AND CONVEYANCE OF IMPROVEMENTS**

(Dugway Proving Ground, Tooele County, Utah)

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED LEASE AND CONVEYANCE OF IMPROVEMENTS (this "Memorandum") effective as of the 30th day of April, 2013 (the "Effective Date"), by and between **THE SECRETARY OF THE ARMY on behalf of THE UNITED STATES OF AMERICA**, c/o U.S. Army Corps of Engineers, Norfolk District, 803 Front Street, Norfolk, Virginia 23510-1096 (the "Lessor"), acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships), under the authority of Title 10, United States Code, Section 2878, and **REST EASY LLC**, a Delaware limited liability company, having an address of c/o Lend Lease (US) Public Partnerships LLC, 1801 West End Avenue, Suite 1700, Nashville, Tennessee 37203 (the "Lessee").

This Memorandum summarizes certain terms set forth in that certain unrecorded Department of the Army Second Amended and Restated Lease and Conveyance of Improvements for Privatization of Army Lodging (PAL) Groups A, B and C, DACA65-1-09-47, effective as of the Effective Date (the "Lease"), by and between the Lessor and the Lessee, with respect to the design, development, management, demolition, construction, rehabilitation, renovation, operation, rental, alteration, reconstruction, replacement and maintenance of lodging facilities at the following installations: Fort Hood, Fort Leavenworth, Joint Base Myer – Henderson Hall (f/k/a Fort Myer), Fort Polk, Fort Riley, Fort Rucker, Joint Base San Antonio (f/k/a Fort Sam Houston), Fort Shafter/Tripler Army Medical Center, Fort Sill, Yuma Proving Ground, Fort Belvoir, Fort

Bliss, Fort Buchanan, Fort Campbell, Fort Gordon, Fort Hamilton, Fort Huachuca, Fort Knox, Fort Leonard Wood, Fort Wainwright, White Sands Missile Range, Aberdeen Proving Ground, Fort Bragg, BT Collins Army Reserve Center, Carlisle Barracks, Fort Carson, Fort Drum, Dugway Proving Ground, Hunter Army Airfield, Fort Hunter Liggett, Fort Jackson, Joint Base Lewis-McChord, Fort McCoy, Fort Meade, Parks Reserve Forces Training Area (Camp Parks), Presidio of Monterey, Redstone Arsenal, Fort Stewart and U.S. Army Garrison West Point.

This Memorandum does not constitute a complete description of the terms of the Lease, and shall not be used in interpreting the provisions of the Lease or creating additional rights. In the event of conflict between this Memorandum and the Lease, the Lease shall control. All capitalized terms used in this Memorandum but not defined herein shall have the meanings ascribed to such terms in the Lease.

1. ADDRESSES. The addresses of the Lessor and the Lessee set forth in the Lease for notices are as follows:

Lessor: U.S. Army Corps of Engineers, Norfolk District
Attn: CENAO-RE (PAL)
Fort Norfolk, 803 Front Street
Norfolk, Virginia 23510-1096

Lessee: Rest Easy LLC
c/o Lend Lease (US) Public Partnerships LLC
1801 West End Avenue
Suite 1700
Nashville, Tennessee 37203
Attn.: General Manager – PAL

with copy provided to: Rest Easy LLC
c/o Lend Lease (US) Public Partnerships LLC
200 Park Avenue
New York, New York 10166
Attn.: General Counsel

2. DEMISE AND CONVEYANCE. Pursuant to the Lease, the Lessor, for good and valuable consideration set forth in the Lease, the receipt and sufficiency of all of which were acknowledged, did, upon and subject to the terms, covenants and conditions set forth in the Lease: (i) grant and convey to the Lessee a leasehold estate in and to the parcels of land located on the Installations which are identified in Exhibits A and B attached to the Lease (collectively, the "Site"), certain parcels of which are located in Tooele County, Utah and more particularly described in Exhibits A and B attached hereto, and (ii) grant, convey and quitclaim unto the Lessee all of the buildings and improvements located on the Site, excluding certain excluded improvements which are more particularly described in the Lease (collectively, the "Existing Improvements").

3. TERM, EXTENSION AND SURRENDER. Pursuant to the Lease, except as provided in Exhibit B attached to the Lease with respect to certain parcels of the Site to be returned to the Lessor in accordance with Exhibit B attached to the Lease (collectively, the "Parcels to be Returned to the Lessor"), which Parcels to be Returned to the Lessor, including the parcels located in Tooele County, Utah as more particularly described in Exhibit B attached hereto, are leased under the Lease on a short term basis as more particularly described in Exhibit B attached to the Lease, the term of the Lease shall expire as of 11:59 p.m. local time in Washington, D.C. on August 14, 2059 unless the Lease is terminated earlier pursuant to its terms. Pursuant to the Lease, excluding the Parcels to be Returned to the Lessor, under certain circumstances more particularly described in the Lease, the Lessor may extend the term of the Lease for one (1) additional period of twenty-five (25) years through 11:59 p.m. local time in Washington, D.C. on August 14, 2084, by providing no less than eighteen (18) months and no more than twenty four (24) months advance written notice to the Lessee, provided the Lessee accepts the lease extension within ninety (90) days from the date of its receipt of such written notice. Pursuant to the Lease, subject to the terms and conditions set forth in the Lease, upon the expiration or sooner termination of the Lease, the Lessee shall surrender and convey to the Lessor without compensation all of the buildings and improvements then located on the Site and all personal property then used in the operation of the Project.

4. ACCESS. Pursuant to the Lease, subject to the terms and conditions set forth in the Lease, the Lessor will provide access to the Site to the Lessee and its agents, contractors, visitors, invitees, sublessees, guests and other designees. Such access shall include vehicular and pedestrian access among the various parcels comprising the Site and other premises demised or licensed to the Lessee by support leases or licenses at each Installation, and access to and from (including ingress to and egress from) each of the various parcels comprising the Site and other premises demised or licensed to the Lessee by support leases or licenses at each Installation connecting ultimately to an open and dedicated public way over existing roads or roads constructed by or at the direction of public agencies or authorities (including the Lessor).

5. TERMINATION OF THIS MEMORANDUM. Effective notice of termination of this Memorandum may only be provided by the recordation in the real property records of the counties, districts, boroughs and parishes in which the Site is located of an instrument executed by and on behalf of the Lessor and the Lessee, or their successors and permitted assigns, which expressly terminates this Memorandum.

6. OTHER PROVISIONS. In addition to those terms, covenants, conditions and provisions referred to above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Site and the Existing Improvements and notice is hereby given that reference should be had to the Lease directly with respect to the details of all such terms, covenants, conditions and provisions. This Memorandum does not alter, amend, modify or change the Lease in any respect and is executed by the parties hereto solely for the purpose of recordation in the real property records of the counties, districts, boroughs and parishes in which the Site is located to give notice

of, and to confirm, the Lease and all of its terms to the same extent as if all such terms were fully set forth herein.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Memorandum effective as of the Effective Date.

LESSOR:

THE UNITED STATES OF AMERICA, by
THE SECRETARY OF THE ARMY

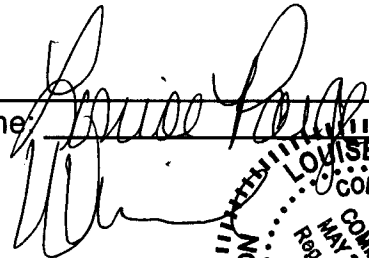
By: 

Name: Paul D. Cramer

Title: Acting Deputy Assistant Secretary of the
Army (Installations, Housing &
Partnerships)

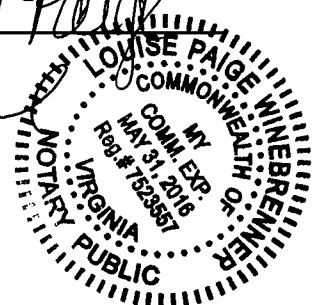
COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that on this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul D. Cramer, Acting Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships), whose name is signed to the foregoing instrument, and who acknowledged the foregoing instrument to be his free act and deed, on this 24th day of APRIL, 2013, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Name: 

My Commission Number: _____
My Commission Expires: _____

[AFFIX NOTARY SEAL]




**[Signatures continue on the following page]
[Signature page to PAL Groups A, B and C Memorandum of Lease – Dugway
Proving Ground]**

LESSEE:

REST EASY LLC, a Delaware limited liability company


By: RE Managing Member LLC, a Delaware limited liability company, its member

By: Lend Lease (US) Public Partnerships Holdings LLC, a Delaware limited liability company, its member

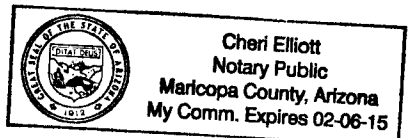
By: 
Name: Charles R. Smith
Title: Executive Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 23rd day of April, 2013 before me, the undersigned, a notary public in and for said State, personally appeared Charles R. Smith, the Executive Vice President of Lend Lease (US) Public Partnerships Holdings LLC, the member of RE Managing Member LLC, the member of Rest Easy LLC, known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged himself to be the Executive Vice President of Lend Lease (US) Public Partnerships Holdings LLC, the member of RE Managing Member LLC, the member of Rest Easy LLC and further acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument in such capacity by virtue of his authority.


Name: Cheri Elliott

My Commission Number: 272683
My Commission Expires: 2-06-15



[AFFIX NOTARY SEAL]

[Signature page to PAL Groups A, B and C Memorandum of Lease – Dugway Proving Ground]

EXHIBIT A

SITE

LEGAL DESCRIPTION OF LONG TERM HOLD PARCELS

Dugway Proving Ground Parcel A

Part of the Northeast $\frac{1}{4}$ of Section 9, T-7-S, R-8-W and part of the Northwest $\frac{1}{4}$ of Section 10, T-7-S, R-8-W Salt Lake Meridian, all lying and being in that land, which is owned by United States Army, Dugway Proving Ground, Utah, situated in Tooele County, containing a total of 4.99 acres, being more particularly described to wit:

Commencing at a found 2" iron pipe at the Northeast corner of Section 9, T-7-S, R-8-W and having the following coordinates: X=1293561.33 Y=7255321.78, from said pipe go S10°55'52"E for a distance of 1993.26 feet to a set 5/8" iron rebar with aluminum cap stamped A-01 having the following coordinates: X=1293939.30 Y= 7253364.69, said rebar also being the POINT OF BEGINNING of the parcel herein described.

Thence from said "Point of Beginning" proceed along the back of curb the following courses and distances, S19°09'58"W a distance of 303.73 feet to a set monument stamped A-02, thence S60°11'38"W a distance of 158.50 feet to a set monument stamped A-03, thence S57°22'05"W a distance of 16.68 feet to a set monument stamped A-04, thence S13°00'42"W a distance of 137.19 feet to a set monument stamped A-05, thence along an arc 31.88 feet to the right, having a radius of 39.50 feet, the chord of which is S89°49'08"W for a distance of 31.02 feet to a set monument stamped A-06, thence N72°55'52"W a distance of 355.87 feet to a set monument stamped A-07, thence along an arc 9.92 feet to the right, having a radius of 7.49 feet, the chord of which is N41°45'22"W for a distance of 9.21 feet to a set monument stamped A-08, thence N17°29'09"E a distance of 222.68 feet to a set monument stamped A-09, thence N38°20'52"E a distance of 10.12 feet to a point on the back of the curb, thence N17°19'17"E a distance of 139.66 feet to a set monument stamped A-10, thence along an arc 7.22 feet to the right, having a radius of 5.74 feet, the chord of which is N68°17'47"E for a distance of 6.75 feet to a point on the back of the curb, thence S79°38'55"E a distance of 5.38 feet to a point on the back of the curb, thence along an arc 7.17 feet to the left, having a radius of 7.22 feet, the chord of which is N70°36'31"E for a distance of 6.88 feet to a point on the back of the curb, thence N22°25'50"E a distance of 14.02 feet to a set monument stamped A-11, thence leaving the back of curb, S74°29'36"E a distance of 256.12 feet to a set monument stamped A-12, thence N16°57'05"E a distance of 171.93 feet to a set monument stamped A-13 on the back of the curb, thence S72°50'30"E a distance of 234.90 feet to a set monument stamped A-01 said point also being the POINT OF BEGINNING.

The above described parcel contains 4.99 acres (217,506 sq.ft.) more or less.

All bearings are referenced to grid north as determined by the State Plane coordinate system for the Utah Central Zone.

EXHIBIT B

SITE

DESCRIPTION OF PARCELS TO BE RETURNED TO LESSOR

None.