

This instrument was prepared by
And after recording return to:

Jeffrey S. Rosenberg, Esquire
Hunton & Williams
200 Park Avenue
New York, New York 10166

MEMORANDUM OF GROUND LEASE
[1993-3B]

21st THIS MEMORANDUM OF GROUND LEASE [1993-3B], dated as of the
day of December, 1993, between LUCAS INDUSTRIES INC., a
Michigan corporation, as Ground Lessor, having an address at
11180 Sunrise Valley Drive, Reston, Virginia 22091 and SHAWMUT
BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity but solely as Owner Trustee under a certain Trust
Agreement, having an address at 777 Main Street, Hartford, CT
06115, as Ground Lessee.

RECITALS

Ground Lessor and Ground Lessee have made and entered into
that certain unrecorded ground lease [1993-3B] (the "Ground
Lease"), dated as of December 1, 1993, covering and describing
all that certain tract or parcel of land situated in Summit
County, and all easements, rights and appurtenances relating
thereto, and being more fully described in Exhibit A attached
hereto and made a part hereof (the "Site"). For the purposes of
this Memorandum of Ground Lease, capitalized terms used herein
and not otherwise defined herein shall have the meanings assigned
to them in Appendix A to the Participation Agreement [1993-3B],
dated as of December 1, 1993, by and among Ground Lessor, Ground
Lessee (in its individual capacity and as Owner Trustee),
Wilmington Trust Company, in its individual capacity and as
Indenture Trustee, the institutions listed on Schedule 1 thereto
as Lenders and the Owner Participant named therein. The rules of
usage set forth in Appendix A to the Participation Agreement
shall apply thereto.

The Ground Lessor and the Ground Lessee now wish to evidence
of record in the jurisdiction where the Site is located, the
Ground Lease.

00394255 Bk00775 Pg00220-00226

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 DEC 22 16:24 PM FEE \$22.00 BY DMG
REQUEST: COALITION TITLE

December 14, 1993 (8:17pm)

NYCS:LUCAS\GRLEASE\MEMO\GRDMEM.UT

*Notice of Termination of ground lease
481052 Bk 1054 Pg 475*

2209

NOW, THEREFORE, the parties state as follows:

1. *Ground Lease Term.* The term of the Ground Lease commences on the Closing Date and will expire on the date on which is the 35th anniversary of the last day of the month in which the Closing Date occurs, subject to the earlier termination of the Ground Lease in accordance with the provisions thereof. The "Closing Date" is December 20, 1993. Under the Ground Lease, if certain events occur, the Ground Lessee may terminate the Ground Lease.

2. *Description of Grant.* The Site is leased by the Ground Lessor to Ground Lessee for a term equal to the Ground Lease Term. It is the express intention of the Ground Lessor and the Ground Lessee that the Ground Lease and the Site that is the subject of the Ground Lease do not include any buildings, equipment or other improvements thereon or thereto (the "Assets"). Title to the Assets, concurrently with the execution and delivery of the Ground Lease and separate and apart from the Ground Lease, has been conveyed by the Ground Lessor to the Ground Lessee by the Deed and the other Transaction Documents. It is the further express intention of the Ground Lessor and the Ground Lessee that (a) this separation continue during the entire Ground Lease Term, and (b) that the Assets, each modification and any other improvement to the Site and every portion thereof are severed, and shall be and remain severed, to the maximum extent permitted by law, from the real estate constituting the Site and, even if physically attached thereto, shall retain the character of personal property and shall be treated as personal property with respect to the rights of all persons, shall be removable and shall not become fixtures to or part of the real estate constituting the Site.

3. *Notice of Liability for Liens.* NOTICE IS HEREBY GIVEN THAT THE GROUND LESSOR IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE GROUND LESSEE, OR TO ANYONE HOLDING THE SITE OR ANY PART THEREOF THROUGH OR UNDER THE GROUND LESSEE (OTHER THAN THE GROUND LESSOR), AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE GROUND LESSOR IN AND TO THE SITE OR ANY PART THEREOF.

4. *Conflict between Documents.* This Memorandum of Ground Lease only provides notice of the provisions of the Ground Lease and does not constitute an agreement between the parties. In the event of a conflict between the terms and conditions of this Memorandum of Ground Lease and those of the Ground Lease, the terms and conditions of the Ground Lease shall govern.

5. *Counterparts.* The parties may execute this memorandum of Ground Lease in any number of counterparts and on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

00394255 Bk00775 Pg00222

WITNESS the following signatures:

GROUND LESSOR:

LUCAS INDUSTRIES INC.

Signed and acknowledged
in the presence of:

By: Mark J. Skesavage
Name: _____
Title: Mark J. Skesavage
Treasurer

James A. Eck
James A. Eck
Carolyn S. Lee
Carolyn S. Lee

GROUND LESSEE:

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner
Trustee.

By: Michael M. Hopkins
Name: _____
Title: MICHAEL M. HOPKINS
VICE PRESIDENT

James A. Eck
James A. Eck
Carolyn S. Lee
Carolyn S. Lee

00394255 Bk00775 Pg00223

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The foregoing Memorandum of Ground Lease was acknowledged before me, the undersigned Notary Public, in the County of New York, New York, this 16 day of December, 1993, by MICHAEL M. HOPKINS, as Vice President of Shawmut Bank Connecticut, National Association, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement, on behalf of the Owner Trustee.

DOROTHY K. MONTGOMERY
Notary Public, State of New York
No. 24-4915157
Qualified in Nassau County
Commission Expires December 28, 1993

Dorothy K Montgomery
Notary Public

My commission expires: 12/28/93

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The foregoing Memorandum of Ground Lease was acknowledged before me, the undersigned Notary Public, in the County of New York, New York, this 18th day of December, 1993, by Mark Shudavagel, as Treasurer of Lucas Industries Inc., on behalf of the corporation.

CONSTANCE TRIPOLITIS
NOTARY PUBLIC, State of New York
No. 41-4960380
Qualified in Queens County
Commission Expires December 26, 1993

Constance Tripolitis
Notary Public

My commission expires: 12/26/93

This instrument prepared by:
Jeffrey S. Rosenberg
Hunton & Williams
200 Park Avenue
New York, NY 10166

00394255 Bk00775 Pg00224

[Ground Lease Memo [1993-3B]]

EXHIBIT A TO THE
MEMORANDUM OF GROUND LEASE

Description of the Site

Park City, Utah

All of Lot 2, Plat "A" Silver Creek Commerce Center, a subdivision, according to the official plat thereof on file and of record Summit County Recorder's office.

Together with the benefits of the following nonexclusive drainage easements as to drainage only:

- 1) Easement 20 ft in width along the southwesterly & southeasterly sides of property as shown on said subdivision map.
- 2) Easement 30 ft in width along northeasterly boundary as shown on subdivision map.

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