

Ent: 440506 - Pg 1 of 7  
Date: 12/6/2016 10:53:00 AM  
Fee: \$23.00  
Filed By: eCASH  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: BRIDGE SERVICE CORP (ACH)

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

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

---

**MEMORANDUM OF SUPPLEMENTAL AGREEMENT NO. 1 TO  
THIRD AMENDED AND RESTATED  
LEASE AND CONVEYANCE OF IMPROVEMENTS**

**(Dugway Proving Ground, Tooele County, Utah)**

**THIS MEMORANDUM OF SUPPLEMENTAL AGREEMENT NO. 1 TO THIRD AMENDED AND RESTATED LEASE AND CONVEYANCE OF IMPROVEMENTS** (this "Supplement No. 1 Memorandum") effective as of the 30th day of September, 2016 (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 Lendlease (US) Public Partnerships Holdings LLC, 1201 Demonbreun Street, Suite 800, Nashville, Tennessee 37203 (the "Lessee").

On September 30, 2015, the Lessor and the Lessee entered into that certain unrecorded Department of the Army Third Amended and Restated Lease and Conveyance of Improvements for Privatization of Army Lodging (PAL) (Groups A, B and C) DACA65-1-09-47 (as amended, the "Lease"), whereby the Lessor (i) granted and conveyed 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) granted, conveyed and quitclaimed 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.

On September 30, 2015, the Lessor and the Lessee entered into that Memorandum of Third Amended and Restated Lease and Conveyance of Improvements (the "Memorandum") commemorating, in the applicable public records of Tooele County, Utah, the execution and delivery of the Lease, which Memorandum was recorded in the public records of Tooele County, Utah on September 30, 2015 as Entry No. 419222.

Pursuant to Condition 42 of the Lease, the Lessee and the Lessor have entered into that certain Supplemental Agreement No. 1 to the Lease, dated as of the Effective Date ("Supplement No. 1"), whereby the Lessee and the Lessor agreed to remove from the Lease certain parcels of land and certain improvements located at BT Collins Army Reserve Center, California.

In accordance with Supplement No. 1, the Lessee and the Lessor have agreed to commemorate, in the applicable public records of Tooele County, Utah, the modification of the Lease by the execution and delivery of Supplement No. 1 pursuant to the terms of this Supplement No. 1 Memorandum.

This Supplement No. 1 Memorandum does not constitute a complete description of the terms of Supplement No. 1, and shall not be used in interpreting the provisions of Supplement No. 1 or creating additional rights. In the event of conflict between this Supplement No. 1 Memorandum and Supplement No. 1, Supplement No. 1 shall control.

All capitalized terms used in this Supplement No. 1 Memorandum but not defined herein shall have the meanings ascribed to such terms in the Lease.

1. MODIFICATION OF THE LEASE. Pursuant to Supplement No. 1, the Lease has been modified to remove from the Lease certain parcels of land and certain improvements located at BT Collins Army Reserve Center, California. Supplement No. 1 does not modify (i.e., expand or contract) the portions of the Site located at Dugway Proving Ground, Tooele County, Utah.

2. OTHER PROVISIONS. In addition to those terms, covenants, conditions and provisions referred to above, Supplement No. 1 contains numerous other terms, covenants, conditions and provisions and notice is hereby given that reference should be had to Supplement No. 1 directly with respect to the details of all such terms, covenants, conditions and provisions. This Supplement No. 1 Memorandum does not alter, amend, modify or change Supplement No. 1 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, Supplement No. 1 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)**





**EXHIBIT A**

**SITE**

**LEGAL DESCRIPTION OF LONG TERM HOLD PARCELS**

**DUGWAY PROVING GROUND PARCEL A (DESERT LODGE) LEGAL DESCRIPTION**

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.