

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 LEASE
[1993-3B]

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

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RECITALS

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 DEC 22 16:26 PM FEE \$22.00 BY DMG
REQUEST: COALITION TITLE

The Lessor has acquired from the Lessee, as Ground Lessor, a leasehold interest in a parcel of land more particularly described in Exhibit A hereto (the "Site") and all easements, rights and appurtenances relating thereto; the Lessor's leasehold interest in the Site being referred to as the "Site Interest".

Pursuant to the Deed and the other Transaction Documents, the Lessor has acquired from Lessee and is the owner of the Assets, as described therein, located at the Site.

The Lessor and the Lessee wish to evidence of record in the jurisdiction where the Site and Assets are located a memorandum of that certain unrecorded Lease between Lessor and Lessee dated December 1, 1993. For purposes of this Memorandum of 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 Lessee, Lessor, 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 such Appendix A shall apply hereto.

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Termination of Lease agreement
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NOW, THEREFORE, the parties state as follows:

1. *Lease Term.* The term of this Lease (the "Lease Term") is as follows:

(a) *Interim Term.* The Interim Term (the "Interim Term") of the Lease shall commence on December 21, 1993 and shall terminate at 11:59 p.m. (New York City time) on June 20, 1994, unless the Lease is earlier terminated in accordance with its terms.

(b) *Basic Term.* The basic term (the "Basic Term") of the Lease shall commence contemporaneously with the expiration of the Interim Term (the "Basic Term Commencement Date") and shall terminate at 11:59 pm (New York City time) on July 2, 2006, unless the Lease is earlier terminated in accordance with its terms.

2. *Leased and Subleased Premises.* The Assets are leased and the Site Interest is subleased by the Lessor to the Lessee for a term equal to the Lease Term.

3. *Renewal Options.*

(a) *Option for Fixed-Rate Renewal.* As provided in the Lease, the Lessee shall have the option to renew the term of the Lease for a period (the "Fixed Rate Renewal Term") of ten years (or such shorter period as is required to comply with certain provisions of the Lease) at the end of the Basic Term.

(b) *Fair Market Renewal Options.* The Lessee has the option to renew the term of the Lease for successive periods (each, a "Fair Market Renewal Term") of three years each at the end of the Basic Term, the Fixed-Rate Renewal Term or any Fair Market Renewal Term.

4. *Termination.* Subject to the applicable terms and conditions of the Lease, the Lease may be terminated by Lessee or Lessor prior to expiration of the term upon the occurrence of certain events.

5. *Options to Purchase.* The Lessee has been granted the right, subject to various conditions, to purchase from the Lessor the Assets. Under certain circumstances, the Lessee may be required by the Lessor to purchase the same.

6. *Removal of Property.* Under certain provisions of the Lease, the Lessee may remove any Severable Modifications and any other property to which the Lessee has title.

7. *Notice of Liability for Liens.* WITHOUT LIMITING THE OBLIGATIONS OF THE TRUST COMPANY, THE LESSOR AND THE OWNER PARTICIPANT TO DISCHARGE ALL LESSOR'S LIENS AND OWNER PARTICIPANT LIENS, NOTICE IS HEREBY GIVEN THAT NONE OF THE LESSOR, THE TRUST COMPANY OR THE OWNER PARTICIPANT IS AND SHALL BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE ASSETS OR ANY PART THEREOF THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN AND TO THE ASSETS OR THE SITE OR ANY PART THEREOF.

8. *Conflict between Documents.* This Memorandum of Lease only provides notice of the provisions of the 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 Lease and those of the Lease, the terms and conditions of the Lease shall govern.

9. *Multiple Counterparts.* The parties may execute this Memorandum of 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.

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WITNESS the following signatures:

Signed and acknowledged
in the presence of:

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

LESSOR:

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

By: [Signature]
Name:
Title: MICHAEL M. HOPKINS
VICE PRESIDENT

LESSEE:

LUCAS INDUSTRIES INC.

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

By: [Signature]
Name:
Title: Mark J. Skesavage
Treasurer

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

The foregoing Memorandum of Lease was acknowledged before me, the undersigned Notary Public, in the County of 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 a Trust Agreement, on behalf of the Owner Trustee.

[Notarial Seal]

My commission expires: 2/28/93

Loretta Marsiello
Notary Public
LORETTA MARSIELLO
Notary Public, State of New York
No. 24-4915070
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 28, 1993

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

The foregoing Memorandum of Lease was acknowledged before me, the undersigned Notary Public, in the County of New York, this 17 day of December, 1993, by Mark J Skesavage, as treasurer of Lucas Industries Inc., a Michigan corporation, on behalf of the corporation.

[Notarial Seal]

My commission expires: 9/9/95

Valerie Barrow
Notary Public
VALERIE BARROW
Notary Public, State of New York
No. 31-4986266
Qualified in New York County
Term Expires Sept. 9, 1995

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

[Lease Memo [1993-3B]]

EXHIBIT A TO THE
MEMORANDUM OF LEASE

Description of Site

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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.