

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

Edward J. Hunter, Esq.
Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, New Jersey 07068

MNT#: 65490

**MEMORANDUM OF SUPPLEMENTAL AGREEMENTS NOS. 2, 3, 4, 5 AND 6 TO
THIRD AMENDED AND RESTATED
LEASE AND CONVEYANCE OF IMPROVEMENTS**

(Dugway Proving Ground, Tooele County, Utah)

THIS MEMORANDUM OF SUPPLEMENTAL AGREEMENTS NOS. 2, 3, 4, 5 AND 6 TO THIRD AMENDED AND RESTATED LEASE AND CONVEYANCE OF IMPROVEMENTS (this "Memorandum of Supplements 2 - 6") effective as of June 5, 2019 (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 (as amended, 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.

On September 30, 2016, the Lessor and the Lessee entered into that certain unrecorded Supplemental Agreement No. 1 to the Lease ("Supplement No. 1") to amend the Lease to, among other things, remove from the Site covered by the Lease the improved parcels of land located at BT Collins Army Reserve Center, California and identified in Exhibit N-11 attached thereto and incorporated therein, and to remove the Existing Improvements thereon from the Improvements covered by the Lease.

On September 30, 2016, the Lessor and the Lessee entered into that certain Memorandum of Supplement No. 1 ("Memorandum of Supplement No. 1"), amending the Memorandum to commemorate, in the applicable public records of Tooele County, Utah, the execution and delivery of Supplement No. 1, which Memorandum of Supplement No. 1 was recorded in the public records of Tooele County, Utah on December 6, 2016, as Entry No. 440506, Page 1.

Pursuant to Condition 42 of the Lease, the Lessee and the Lessor have also entered into those certain (i) unrecorded Supplemental Agreement No. 2 to the Lease, dated as of August 31, 2017 ("Supplement No. 2"), to amend the Lease to, among other things, remove from the Site covered by the Lease, the unimproved parcel of land located at Fort Polk in Vernon Parish, Louisiana known as Parcel B and identified in Exhibit N-12 attached thereto and incorporated therein ("Released Fort Polk Parcel B"); (ii) unrecorded Supplemental Agreement No. 3 to the Lease, dated as of November 27, 2017 ("Supplement No. 3"), to amend the Lease to, among other things, remove from the Site covered by the Lease, a portion of the improved parcel of land located at Fort Belvoir in Fairfax County, Virginia known as Parcel E and identified in Exhibit N-13 attached thereto and incorporated therein ("Released Fort Belvoir Parcel E"), and to remove the Existing Improvements thereon from the Improvements covered by the Lease; (iii) unrecorded Supplemental Agreement No. 4 to the Lease, dated as of September 30, 2018 ("Supplement No. 4"), to amend the Lease to, among other things, remove from the Site covered by the Lease, the unimproved parcel of land located at Fort Campbell in Montgomery County, Tennessee known as Parcel C and identified in Exhibit N-14 attached thereto and incorporated therein ("Released Fort Campbell Parcel C"); (iv) unrecorded Supplemental Agreement No. 5 to the Lease, dated as of January 26, 2019 ("Supplement No. 5") to amend the Lease to, among other things, remove from the Site covered by Lease, the improved parcel of land located at Fort Drum in Jefferson County, New York known as Parcel A and identified in Exhibit N-15 attached thereto and incorporated therein ("Released Fort Drum Parcel A"), and to remove the Existing Improvements thereon from the Improvements covered by the Lease; and (v)

unrecorded Supplemental Agreement No. 6 to the Lease, dated as of the Effective Date, to amend the Lease to, among other things, modify the term of the Lease with respect to certain portions of the Site more particularly described on Exhibit B to the Lease and modify certain other terms and provisions of the Lease as more particularly described therein ("Supplement No. 6", and together with Supplement No. 2, Supplement No. 3, Supplement No.4 and Supplement No. 5, collectively, "Supplements 2 – 6").

In accordance with Supplements 2 - 6, 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 Supplements 2 - 6 pursuant to the terms of this Memorandum of Supplements 2 - 6.

This Memorandum of Supplements 2 – 6 does not constitute a complete description of the terms of Supplements 2 - 6, and shall not be used in interpreting the provisions of Supplements 2 – 6 or creating additional rights. In the event of conflict between the provisions of this Memorandum of Supplements 2 – 6 and the provisions of any of Supplement No. 2, Supplement No. 3, Supplement No. 4, Supplement No. 5 or Supplement No. 6, the provisions of Supplement No. 2, Supplement No. 3, Supplement No. 4, Supplement No. 5 and Supplement No. 6 shall control.

All capitalized terms used in this Memorandum of Supplements 2 – 6 but not defined herein shall have the meanings ascribed to such terms in the Lease.

1. MODIFICATION OF THE LEASE. Pursuant to (i) Supplement No. 2, the Lease has been modified to, among other things, remove Released Fort Polk Parcel B from the Lease; (ii) Supplement No. 3, the Lease has been modified to, among other things, remove Released Fort Belvoir Parcel E and the Existing Improvements thereon from the Lease; (iii) Supplement No. 4, the Lease has been modified to, among other things, remove the Released Fort Campbell Parcel C; (iv) Supplement No. 5, the Lease has been modified to, among other things, remove the Released Fort Drum Parcel A and the Existing Improvements thereon from the Lease; and (v) Supplement No. 6, the Lease has been amended to, among other things, modify the term of the Lease with respect to certain portions of the Site more particularly described on Exhibit B to the Lease and modify certain other terms and provisions of the Lease as more particularly described therein. Supplements 2 – 6 do not expand or contract the portions of the Site located at Dugway Proving Ground, Tooele County, Utah.

2. ADDRESSES. As amended by Supplement No. 6, the address of the Lessee set forth in the Lease for notices is as follows:

Lessee: Rest Easy LLC
c/o Lendlease (US) Public Partnerships Holdings LLC
1201 Demonbreun Street
Suite 800
Nashville, Tennessee 37203
Attn: General Manager – PAL

3. **ACCESS.** Pursuant to the Lease, as amended by Supplement No. 6, 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 right of access shall be an inherent right of access and entry to and upon all portions of the Project and shall include: (a) 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, (b) 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), and (c) sufficient rights of temporary access upon, over or under the Lessor's property adjacent to or in proximity to the Site to conduct grading and site work activities and to enable the Lessee to construct, install, maintain, operate, repair, replace, relocate, remove and demolish site improvements and Project-related infrastructure in accordance with the terms of the Lease.


4. **OTHER PROVISIONS.** Supplements 2 - 6 contain numerous terms, covenants, conditions and provisions and notice is hereby given that reference should be had to Supplements 2 – 6 directly with respect to the details of all such terms, covenants, conditions and provisions. This Memorandum of Supplements 2 – 6 does not alter, amend, modify or change Supplements 2 - 6 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, Supplements 2 - 6 and all of their 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 undersigned has executed this Memorandum of Supplements 2 - 6 effective as of the Effective Date.

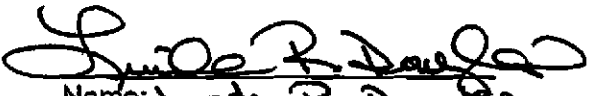
LESSOR:

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

By: 
Name: Paul D. Cramer
Title: Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships)

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

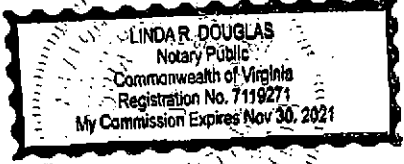
I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that on this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul D. Cramer, Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships), whose name is signed to the foregoing instrument, and who, being informed of the contents of such instrument, acknowledged the foregoing instrument to be his free act and deed, on this 28 day of May 2019, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.


Name: Linda R. Douglas

My Commission Number: 7119271
My Commission Expires: November 30, 2021

[AFFIX NOTARY SEAL]

[Signatures continue on the following page]



IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Supplements 2 – 6 to be effective as of the Effective Date.

LESSEE:

REST EASY LLC, a Delaware limited liability company

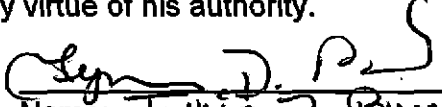
By: RE Managing Member LLC, a Delaware limited liability company, its managing member

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

By: 
Name: Pete Sims
Title: Senior Vice President

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this, the 17th day of May, 2019, before me, the undersigned, a notary public in and for said State, personally appeared Pete Sims, a Senior Vice President of Lendlease (US) Public Partnerships Holdings LLC, the sole member of RE Managing Member LLC, the managing 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 a Senior Vice President of Lendlease (US) Public Partnerships Holdings LLC, the sole member of RE Managing Member LLC, the managing member of Rest Easy LLC and further acknowledged that, being informed of the contents of such instrument, he, in such capacity, being authorized to do so, executed the foregoing instrument in such capacity by virtue of his authority.


Name: TYNIA D. BURNS

My Commission Number: _____
My Commission Expires: 7/5/21

[AFFIX NOTARY SEAL]

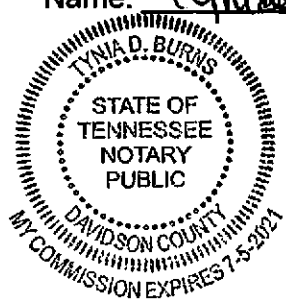


EXHIBIT A**SITE****LEGAL DESCRIPTION OF LONG TERM HOLD PARCELS****DUGWAY PROVING GROUND PARCEL A (DESERT LODGE) LEGAL DESCRIPTION**

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.