

RECORDED AT THE REQUEST OF
AND RETURN TO:

**MEMORANDUM OF GROUND LEASE, PURCHASE OPTION AND USE
RESTRICTIONS**

THIS MEMORANDUM OF GROUND LEASE, PURCHASE OPTION AND USE RESTRICTIONS (this "Memorandum") is made as of _____, 20__ (the "Execution Date"), by _____ and _____ between _____, a _____ ("Lessor") and _____, a _____ ("Lessee") collectively referred to herein as the "Parties", and each, individually, a "Party".

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain parcels of real property located in the City of _____, County of _____, State of _____, consisting of approximately _____ acres as more fully described on Exhibit A attached hereto and made a part hereof (the "Ground Leased Premises"); and

WHEREAS, pursuant to a certain Ground Lease dated as of _____, 20__ (the "Ground Lease"), Lessor has leased the Ground Leased Premises to Lessee, and Lessee has accepted and leased the Ground Leased Premises from Lessor; and

WHEREAS, Lessor and Lessee desire to execute and record this Memorandum to provide record notice of the Ground Lease and certain use restrictions contained therein.

NOW, THEREFORE, the Parties confirm as follows:

1. Ground Leased Premises. Pursuant to the Ground Lease, Lessor has leased to Lessee, and Lessee has leased from Lessor, on the terms and conditions set forth in the Ground Lease, the Ground Leased Premises.

2. Term. The term of the Ground Lease commences on or before _____, 20__ and expires _____ (___) years thereafter, subject to _____ (___) options of Lessee to extend the term for a period of _____ (___) years each, in accordance with certain terms and conditions set forth more fully in the Ground Lease.

3. Option to Purchase. Pursuant to the Ground Lease and subject to the terms and provisions thereof, Lessee has the option to purchase the Ground Leased Premises in accordance with the terms of the Ground Lease.

4. Use Restrictions. Pursuant to the Ground Lease, the Ground Leased Premises are to be used for purposes of constructing, owning and operating thereon a _____ to be used solely for _____. The Ground Leased Premises shall not be used (other than by Lessor or an affiliate of Lessor) for the provision of any of the following services (each such service, a "Prohibited Service"):

_____.

5. Incorporation and Conflicts. All of the terms and conditions of the Ground Lease are incorporated herein by reference as though set forth fully herein. This Memorandum is intended for notice purposes only and in the event of any conflict between the terms hereof and of the Ground Lease, the Ground Lease shall prevail. Nothing contained herein is intended to modify or alter the terms, conditions or provisions of the Ground Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum of Ground Lease, Option to Purchase and Use Restrictions is executed as of the date first above written.

LESSOR:

_____,
a _____

By: _____
Its: _____

LESSEE:

_____,
a _____

By: _____
Its: _____

EXHIBIT "A"

Legal Description

COUNTY OF _____)

WITNESS my hand and official seal.

5

COUNTY OF _____)

WITNESS my hand and official seal.

6