Exhibit D

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Weems Road Site
A Portion of Parcel ID: 1127208510000

MEMORANDUM OF GROUND LEASE AGREEMENT

This **MEMORANDUM OF GROUND LEASE AGREEMENT** (the "Memorandum") is entered into as of this ___ day of _____, 200__ (the "Effective Date"), by and between LEON COUNTY FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), whose mailing address is Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, 32301, and THE AMERICAN NATIONAL RED CROSS, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)) (the "Red Cross"), whose address is _____ _____ _____ _____.

By executing and recording this Memorandum, the County and the Red Cross give notice of the following facts. Any person taking any interest in the Leased Property (as defined below) shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses.

1. *Ground Lease.* The County and the Red Cross have entered into a Ground Lease Agreement dated the Effective Date (as amended, modified, renewed, or extended from time to time, the "Ground Lease").

2. *Leased Property.* The County is the owner of the parcel of real property located on the easterly side of Weems Road in Tallahassee, Leon County, Florida and, for good and valuable consideration, the County has leased and hereby leases to the Red Cross such property as set forth in the Ground Lease and as more specifically described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Leased Property").

3. *Term.* The expiration date of the Ground Lease is at midnight on September 30, 2098 ("Expiration Date"). The term of the Ground Lease ("Term") begins on the Effective Date and ends on the Expiration Date. The Ground Lease grants the Red Cross no option or other right to expand, renew, extend, or purchase except, or beyond, any such rights (if any) this Memorandum describes, all as the Ground Lease more fully provides.

4. *No Effect on Ground Lease.* This Memorandum is prepared, signed, and acknowledged solely for recording purposes under Florida law. This Memorandum does not modify, increase, decrease, or in any other way affect the rights, duties, and obligations of the County and the Red Cross under the Ground Lease. The County and the Red Cross each has rights, duties, and obligations (and conditions to its rights) under the Ground Lease but not stated in this Memorandum. If the Ground Lease and this Memorandum conflict, the Ground Lease

governs. Nothing in this Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Ground Lease limits the liability of either the County or the Red Cross, such limitation shall apply with the same force and effect to any liability of the County or the Red Cross under this Memorandum.

5. *Successors and Assigns.* The Ground Lease and this Memorandum shall bind and benefit the parties and their successors and assigns. This shall not limit any restrictions on assignment or other transfer in the Ground Lease.

6. *Termination.* This Memorandum shall automatically terminate and be of no force or effect upon any termination of the Ground Lease, including any termination by the County upon an event of default as described in the Ground Lease.

7. *Further Assurances.* Each party shall execute, acknowledge (where necessary), and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in the Ground Lease and this Memorandum. If the Ground Lease terminates, then the Red Cross shall execute, acknowledge (where necessary), and deliver such documents as the County shall reasonably require or as any title insurance, abstract company, or institutional lender shall require to remove this Memorandum of record.

8. *Counterparts.* This Memorandum may be executed in counterparts.

9. *Liens and Encumbrances.*

a. The Ground Lease states that the Red Cross shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Property or the fee simple estate, or other interests, of the County. If any lien or encumbrance shall at any time be filed or imposed against the Leased Property, the fee simple estate, or any other interests of the County, the Red Cross shall cause the lien or encumbrance to be discharged of record within thirty (30) calendar days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law.

b. *NOTICE OF NONRESPONSIBILITY.* THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE RED CROSS OR TO ANY SUBLEASES IN CONNECTION WITH ANY WORK PERFORMED ON OR AT SITE, AND NO MECHANIC'S LIEN OR OTHER LIEN OR ENCUMBRANCE FOR ANY LABOR, SERVICES, OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE SIMPLE ESTATE OR OTHER INTERESTS OF THE COUNTY.

10. *Restrictions on Assignment and Subletting.* The Ground Lease states that the Red Cross shall not assign any interest in this Ground Lease, enter into any access or easement agreements, or sublease all or any portion of the Site without prior written consent of the County. Notwithstanding the foregoing, the Red Cross may conditionally assign its interest under this Ground Lease as collateral for construction financing and permanent financing of the Facility (the "Collateral Assignment") and may, without the consent of the County, mortgage or

otherwise encumber its interest under this Ground Lease with respect thereto (which mortgage or other encumbrance is hereinafter referred to as the "Leasehold Mortgage"); provided, however, that in no event shall the Ground Lease be deemed to be subordinate to any such financing agreement. Further, the Red Cross shall give written notice to the County of each Collateral Assignment of this Ground Lease and Leasehold Mortgage and of the lender to which such Collateral Assignment and Leasehold Mortgage are given (the "Leasehold Mortgagee"). Should the County give notice of default to the Red Cross pursuant to this section, the County shall provide a copy of such notice to each Leasehold Mortgagee for which it has received notice from the Red Cross. The County agrees to accept payment from or performance by any such Leasehold Mortgagee in order to cure the noticed failure by Red Cross. The Leasehold Mortgagee shall be given an additional thirty (30) days beyond any default cure provision provided herein to cure a default by the Red Cross under the Ground Lease. Any assignments, easements, or subleases entered into in violation of the Ground Lease shall be null, void, and of no force or effect.

11. *Leasehold Mortgages.* The Ground Lease contains the following provisions relating to mortgage(s) that encumber the Red Cross' estate under the Ground Lease:

a. Construction, permanent, and other financing documents, including but not limited to construction loan agreement, mortgage and security agreement, shall encumber only the Red Cross' leasehold interest in the Leased Property, and the fee simple interest and other rights of the County shall not be affected by the terms of such documents.

IN WITNESS WHEREOF, the Red Cross and the County have caused this Memorandum to be duly executed as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

_____

Print Name: _____

_____

Print Name: _____

THE AMERICAN NATIONAL RED CROSS

By: _____

Print Name: _____

Title: _____

(Corporate Seal)

[NOTARY ACKNOWLEDGEMNT IS INCLUDED ON THE NEXT PAGE]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____ 200__, by _____, whose title is _____for The American National Red Cross, and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature_____

Typed or printed name_____

My Commission expires_____

Signed, Sealed and Delivered
in the Presence of:

_____

Print Name: _____

_____

Print Name: _____

LEON COUNTY, FLORIDA

By: _____

Parwez Alam
County Administrator

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of _____ 200__, by Parwez Alam, whose title is County Administrator for Leon County, Florida, a charter county and political subdivision of the State of Florida, and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature_____

Typed or printed name_____

My Commission expires_____