

DOCUMENT: [REDACTED]

Pages: 4



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<p>RECORDING REQUESTED BY: EquityKey Real Estate Investments, L.P. 4747 Executive Drive, Suite 450 San Diego, CA 92121</p> <p>WHEN RECORDED PLEASE MAIL TO: EquityKey Real Estate Investments, L.P. 4747 Executive Drive, Suite 450 San Diego, CA 92121</p> <p>APN: [REDACTED]</p>	<p>REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of Recording Service</p> <p>RDE # 012 [REDACTED] 11:26 AM</p>
<p>Space Above This Line For Recorder's Use – NO TAX DUE.</p>	

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") is made, executed and delivered as of the 30 day of March, 2010, by and between [REDACTED] Trustee of the [REDACTED] ("Homeowner"), whose address is [REDACTED], and EquityKey Real Estate Investments, L.P. ("EquityKey"), who agree as follows:

- Homeowner has granted to EquityKey an option ("Option") with respect to the real property located in the County of Santa Clara, State of California, described in Exhibit "A" attached to this Memorandum and incorporated herein (the "Property"). Homeowner specifically authorizes EquityKey to record this Memorandum in any and all appropriate recording offices.
- Homeowner has granted this Option to EquityKey pursuant to the terms of the Property Appreciation Option Agreement, executed by and between Homeowner and EquityKey as of June 11, 2010 ("Option Agreement"). This Memorandum is prepared for purposes of recordation and shall in no way alter or affect the rights and obligations of Homeowner and EquityKey under the Option Agreement. In the event of any conflict between this Memorandum and the terms of the Option Agreement, the terms of the Option Agreement shall prevail. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Option Agreement.
- By way of this Memorandum and the Option Agreement, EquityKey has no present right to occupy or possess the Property.
- The parties have executed and recorded this Memorandum to give notice of the Option granted to EquityKey pursuant to the Option Agreement, and the respective rights and obligations of Homeowner and EquityKey under the Option Agreement.
- The parties understand, acknowledge and agree that the Option and the transaction covered by the Option Agreement is not a loan, a sale of the Property with a leaseback option, or any other debt or financing transaction.
- This Memorandum shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.
- EquityKey shall have the right at any time to assign the Option and this Memorandum to a third party. In such event, EquityKey shall inform the Homeowner of any such assignment.

8. This Memorandum is governed by California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the date first above written.

"Homeowner"

X [Redacted]
Name: [Redacted]

X _____
Name: _____

ACKNOWLEDGEMENT OF HOMEOWNER(S) SIGNATURES:

STATE OF CALIFORNIA)
) SS
COUNTY OF Santa Clara)

On March 20 20 12, before me [Redacted] the undersigned
Notary Public, personally appeared [Redacted],

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the
within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies)
and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

[Redacted Signature]
Signature of Notary Public



"EquityKey"

EQUITYKEY REAL ESTATE OPTION, LLC

By: [Signature]

Name: Brand Label

Title: MANAGING DIRECTOR

ACKNOWLEDGEMENT OF EQUITYKEY'S SIGNATURE:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On MARCH 21 20 12, before me LEIHOLLY A. VERMILLION the undersigned Notary Public, personally appeared SARRO LOPEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies) and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

