

After recording return to: ✓

Pay Less Drug Stores
Attn: Real Estate Dept.
9275 SW Peyton Lane
Wilsonville, Or. 97070

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 30th day of May, 1989, between HART ESTATE DEVELOPMENT COMPANY, (Landlord), and PAY LESS DRUG STORES NORTHWEST, INC. (Tenant).

1. LEASED PREMISES. Landlord has leased to Tenant the Leased Premises identified on Exhibit A attached to that Lease dated May 30, 1989, together with certain rights appurtenant to the Leased Premises including, but not limited to, rights of access, ingress, egress and parking in the common area of the Shopping Center of which the Leased Premises form a part. The Shopping Center is described on Exhibit B attached hereto and by this reference incorporated herein.

2. TERM. The Lease commences on the commencement date set forth in the Lease and terminates 20 years from the commencement date as defined in said Lease.

3. OPTIONS TO EXTEND. Landlord grants to Tenant under said Lease four (4) consecutive options of five (5) years each, each extended term to begin on the expiration of the preceding term.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease the day and year first above written.

LANDLORD: HART ESTATE DEVELOPMENT COMPANY

By: [Signature]
Title: MANAGING GENERAL PARTNER
ERIC GABRIELSEN

By: _____
Title: _____

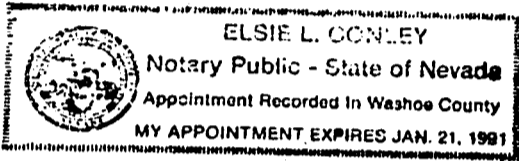
TENANT: PAY LESS DRUG STORES NORTHWEST, INC.

By: [Signature]
Title: Vice President
JIM W. GAUBE.

STATE OF NEVADA)
County of WASHOE) ss.

On this day personally appeared before me ERIC GABRIELSEN
and _____, to me known to be the PERSON / GENERAL PARTNER
and _____, respectively, of the within named
corporation and who executed the within and foregoing instrument,
and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein men-
tioned.

Given under my hand and official seal this 31st day of
MAY, 1989.



Elsie L. Conley
Notary Public in and for the
State of
My commission expires: 1/21/91

STATE OF OREGON)
County of Clackamas) ss.

On this 15th day of June, 1989, before me, a Notary Public in
and for said State and County, personally appeared Jim Gaube
to me known to be the Vice President of PAY LESS DRUG STORES NORTH-
WEST, INC., the corporation that executed the foregoing instrument,
and acknowledged said instrument to be the free and voluntary act and
deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year
first above written.

Randa E. Mangum
Notary Public for the State of
Oregon, my commission expires: 11-9-91

SEAL

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL A:

A parcel of land, located in the Southeast 1/4 Northeast 1/4, Section 4, Township 12 North, Range 20 East, M. D. B. & M., in Douglas County, Nevada, more particularly described as follows:

Commencing at the Northeast corner of said Section 4, Township 12 North, Range 20 East, M. D. B. & M., proceed South 30°43'28" West, 2116.56 feet, to the TRUE POINT OF BEGINNING, which is the Southeast corner of the parcel, and lies on the Northerly right-of-way line Nevada State Highway 395, thence North 51°04' West, 300.00 feet, along said right-of-way line, to the Northwest corner; thence North 89°49' East, 567.93 feet, to the Northeast corner; thence South 29°35'05" East, 217.25 feet, to the Southeast corner; thence South 89°49' West, 441.82 feet, to the TRUE POINT OF BEGINNING.

PARCEL B:

A parcel of land, located in the South 1/2, Northeast 1/4 Section 4, Township 12 North, Range 20 East, M. D. B. & M., in Douglas County, Nevada, more particularly described as follows:

Commencing at the Northeast corner of said Section 4,, Township 12 North, Range 20 East, M. D. B. & M., proceed South 30°43'28" West, 2116.56 feet, and North 51°04" West, 300.00 feet, along the right-of-way line of Nevada State Highway 395, to the TRUE POINT OF BEGINNING, which is on the Northerly right-of-way line of Nevada State Highway 395, and is the Southwest corner of the parcel; thence North 51°04' West, 200.00 feet, along said right-of-way line, to the Northwest corner of the parcel; thence North 71°51'07" East, 579.54 feet, to the Northeast corner of the parcel; thence South 29°35'05" East, 350.00 feet, to the Southeast corner of the parcel; thence South 89°49' West, 567.93 feet, to the TRUE POINT OF BEGINNING.

PARCEL C:

A parcel of land, located in the Northeast 1/4 Section 4, Township 12 North, Range 20 East, M. D. B. & M., in Douglas County, Nevada, more particularly described as follows:

Commencing at the Northeast corner of said Section 4, Township 12 North, Range 20 East, M. D. B. & M., proceed South 30°43'28" West, 2116.56 feet and North 51°04' West, 500.00 feet, along the right-of-way line of Nevada State Highway 395, to the TRUE POINT OF BEGINNING, which is on the Northerly right-of-way line of Nevada State Highway 395, and is the Southwest corner of the parcel; thence North 51°04' West, 300.00 feet, along said right-of-way line, to the Northwest corner of the parcel; thence North 44°54'36" East, 703.50 feet, to the Northeast corner of the parcel; thence South 29°35'05" East, 582.13 feet; to the Southeast corner of the parcel; thence South 71°51'07" West, 579.54 feet, to the TRUE POINT OF BEGINNING.

legal description (continy

A.P.N. 25-143-01

REQUESTED BY
Pay Less Drug Stores
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'89 JUL 12 AM 1:13

SUZANNE BEAUDREAU
RECORDER 206469

EXHIBIT B

\$ 7.00 PAID K12 DEPUTY
BOOK 789 PAGE 1009