

Recording Requested By and  
When Recorded Mail to:

George W. Echan  
P.O. Box 706  
Zephyr Cove, NV 89448

**MEMORANDUM OF LEASE, RIGHT OF FIRST REFUSAL  
AND OPTION TO PURCHASE**

This Memorandum is made on January 6, 1994 between WING WAH JANG and BLOSSOM JANG (herein "LESSOR") and TAHOE-DOUGLAS CHAMBER OF COMMERCE, INC. (herein "LESSEE").

**RECITALS**

A. On or about December 24, 1993, LESSOR and LESSEE entered into a written Lease Agreement dated December 21, 1993 (herein "LEASE") pursuant to which LESSOR leased to LESSEE and LESSEE leased from LESSOR real property more particularly described in attached Exhibit "A" (herein "Premises").

B. Premises are located within certain improved real property more particularly described in attached Exhibit "B" (herein "Property").

C. Said LEASE also includes the right of LESSEE to the non-exclusive right to utilize all parking areas, throughways and roads located upon real property more particularly described in attached Exhibit "C" (herein "Adjacent Parcel").

D. Pursuant to LEASE, LESSOR has also granted to LESSEE both a right of first refusal to purchase Property and an option to purchase Property which purchase, in either event, would include non-exclusive and exclusive easements for parking spaces, roads and throughways upon Adjacent Parcel.

E. LESSOR and LESSEE desire to execute this Memorandum to provide constructive notice of LESSEE's rights to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **TERM**

LESSOR leases Premises to LESSEE for a term of ten (10) years commencing on or about January 17, 1994 and ending on or about January 17, 2004; subject, however, to LESSEE's right to extend the term thereof to on or about January 17, 2014.

2. **RIGHT OF FIRST REFUSAL**

LESSOR grants to LESSEE a right of first refusal to purchase Property. The term of the right of first refusal is for the term of the LEASE including extensions. Said right of first refusal requires LESSOR to offer Property to LESSEE before LESSOR may sell to any third party. LESSEE has thirty

days after receipt of LESSOR's notice of the terms and conditions upon which LESSOR is willing to sell, within which to elect to purchase the Property on such terms and conditions. The right of first refusal also includes the right to obtain non-exclusive and exclusive easements upon Adjacent Parcel.

**3. OPTION TO PURCHASE**

LESSOR, in addition to the right of first refusal above-referenced, grants to LESSEE the option to purchase Property. Said option period commences December 21, 1993 and expires December 31, 1995. The option, if exercised, includes exclusive and non-exclusive easements upon Adjacent Parcel.

**4. LEASE, RIGHT OF FIRST REFUSAL AND OPTION TERMS AND CONDITIONS**

The LEASE, right of first refusal and Option to Purchase are contained in LEASE, including Addendum thereto, which instruments are incorporated in this Memorandum by reference.

**5. GOVERNING LAW**

This Memorandum and the LEASE are governed by Nevada Law.

"LESSOR"

By: Wing Wah Jang  
WING WAH JANG

By: Blossom Jang  
BLOSSOM JANG

"LESSEE"

TAHOE-DOUGLAS CHAMBER OF COMMERCE, INC.

By: David W. Attway  
David W. Attway

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN FRANCISCO )

On January <sup>FEB</sup> 4, 1994, before me, a Notary Public in and for said State, personally appeared WING WAH JANG and BLOSSOM JANG, who proved to me on the basis of satisfactory evidence to be the persons, whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

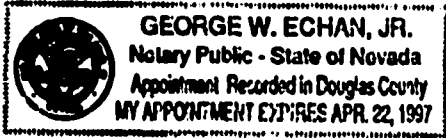
Lynnda Chang  
NOTARY PUBLIC for said County  
and State

**ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) ss  
COUNTY OF DOUGLAS )

<sup>MARCH</sup>  
On January 9, 1994, before me, a Notary Public in and for said State, personally appeared DAVID W. ATTANAY, who proved to me on the basis of satisfactory evidence to be the person, who executed the within instrument as PRESIDENT of TAHOE-DOUGLAS CHAMBER OF COMMERCE, INC. and acknowledged that he executed the same on behalf of said corporation.

WITNESS my hand and official seal.



*[Signature]*  
NOTARY PUBLIC for said County and State

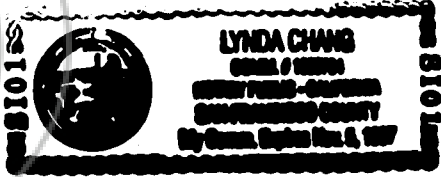
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

On 2/4/94 before me, Lynda Chang  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Wing Wah Jang and Blossom Jang  
personally known to me (or 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~~r~~her/their authorized capacity(ies), and that by his~~r~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*[Signature]* (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

FIRST FLOOR PLAN

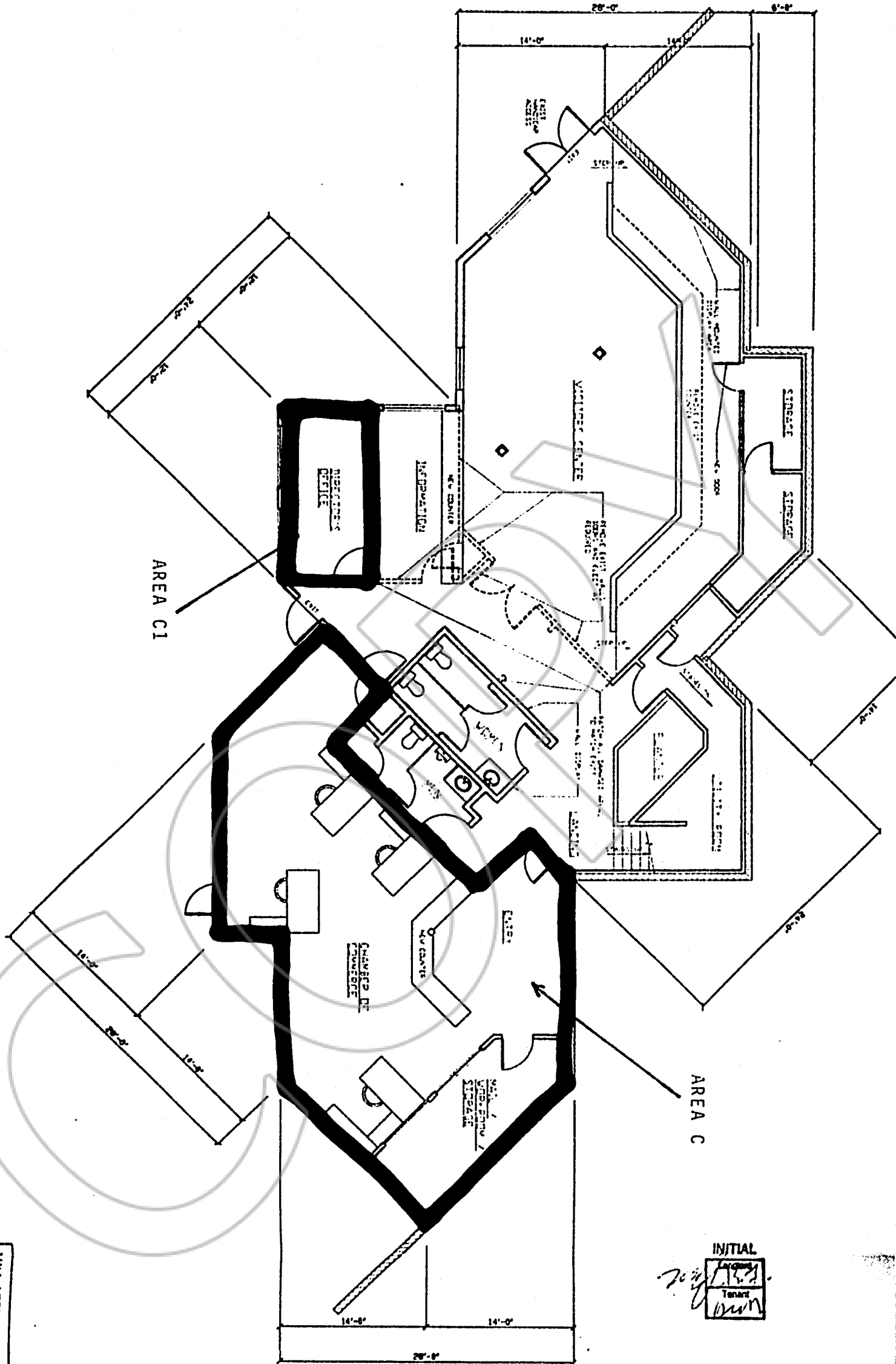


EXHIBIT A

ROUNDHILL VILLAGE SHOPPING CENTER  
TRPA BUILDING  
TENANT IMPROVEMENTS PLANS

185 HWY 50 - ROUND HILL VILLAGE

DOUGLAS COUNTY, NEVADA



LUNDAHL & ASSOCIATES

ARCHITECTURE • PLANNING • INTERIOR DESIGN

1755 L PLUMB LN SUITE 218 RENO, NEVADA (702) 348-7777

BK 0394 PG 2295

332195

**EXHIBIT "B"-1**

All that real property situate in the Southeast one-quarter of Section 15, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at Southeast corner of said Section 15; thence Westerly along the Section line common to Sections 15 and 22, a distance of 1513.39 feet, more or less, to a point in the Northeasterly right of way line of U.S. Highway 50, as described in the conveyance to the State of Nevada, recorded July 18, 1933, in Book T of Deeds at Page 436, Douglas County, Nevada records; thence North 47°36'00" West along said Northeasterly line, a distance of 1265.00 feet to the True Point of Beginning; thence North 47°36'00" West, a distance of 120.00 feet; thence North 42°24'00" East, a distance of 90.00 feet; thence South 47°36'00" East, a distance of 120.00 feet; thence South 42°24'00" West, a distance of 90.00 feet to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey for NEVADA ALLIED INC., portion of Section 15, Township 13 North Range 18 East, M.D.B. & M., by RONALD W. TURNER, R.L.S. #3519, dated July 18, 1980, and recorded September 25, 1980, as Document No. 48927.

**A.P.N. 05-290-10**

**EXHIBIT "B"-1**

**332195**

**BK0394PG2296**

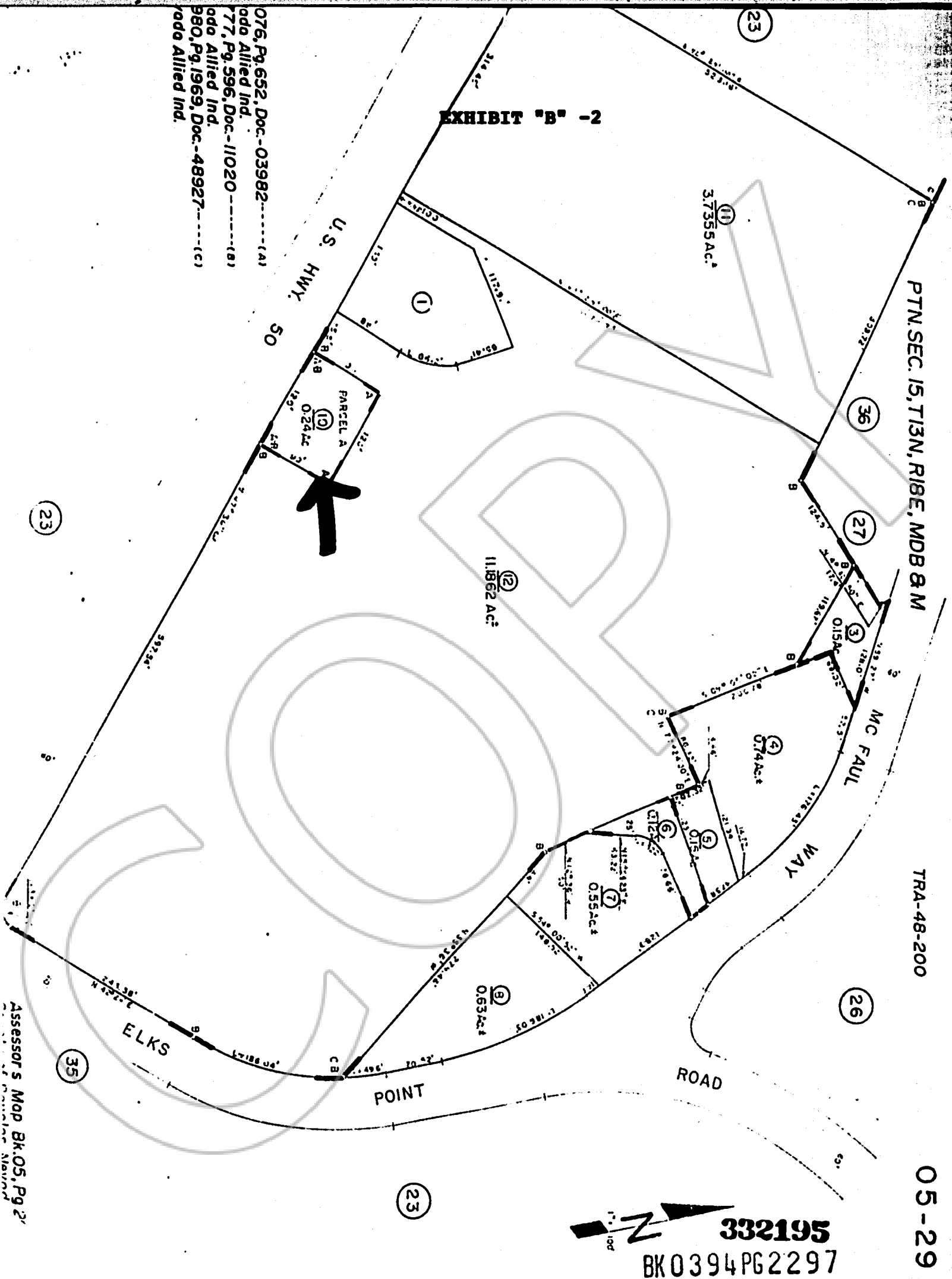
EXHIBIT "B" -2

PTN SEC. 15, T13N, R18E, MDB & M

TRA-48-200

05-29

076, Pg. 652, Doc. 03982----- (A1)  
077, Pg. 596, Doc. 11020----- (B1)  
078, Pg. 1969, Doc. 48927----- (C1)  
079, Pg. 1969, Doc. 48927----- (C1)  
080, Pg. 1969, Doc. 48927----- (C1)  
081, Pg. 1969, Doc. 48927----- (C1)



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EXHIBIT B-2

Assessor's Map Bk. 05, Pg. 27

**EXHIBIT "C"-1**

All that real property situate in the Southeast one-quarter of Section 15, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at Southeast corner of said Section 15; thence Westerly along the Section line common to Sections 15 and 22, a distance of 1513.39 feet, more or less, to a point in the Northeasterly right of way line of U. S. Highway 50, as described in the conveyance to the State of Nevada, recorded July 18, 1933, in Book T of Deeds at Page 436, Douglas County, Nevada records; thence North 47°36'00" West along said Northeasterly line, a distance of 674.72 feet, to the True Point of Beginning; thence North 47°36'00" West, a distance of 590.28 feet; thence North 42°24'00" East, a distance of 90.00 feet; thence North 47°36'00" West, a distance of 120.00 feet; thence South 42°24'00" West, a distance of 90.00 feet; thence North 47°36'00" West, a distance of 215.00 feet; thence North 42°24'00" East, a distance of 545.28 feet to a point on the Westerly line of Villager Townhouses, recorded August 29, 1977, Document No. 12403; thence along said Westerly line, South 52°35'03" East, (recorded South 52°31'06" East) a distance of 40.63 feet to the most Southerly corner of that certain parcel described in Deed recorded July 20, 1972, in Book 103, Page 356; thence along the boundary of said parcel North 68°56'23" East, a distance of 164.88 feet (recorded North 69°00'00" East, 165.00 feet); thence North 04°43'13" East, a distance of 17.70 feet (recorded North 04°46'50" East, 17.40 feet) to a point on the Westerly line of McPaul Way; thence along said Westerly line, South 59°30'37" East ( recorded South 59°27'00" East), a distance of 128.00 feet to a point on the Northerly boundary of that certain parcel described in Deed recorded March 31, 1972, in Book 98, Page 330; thence along said boundary South 76°36'23" West, a distance of 67.98 feet (recorded South 76°40'00" West, 68.02 feet); thence South 09°08'39" East (recorded South 09°05'02" East), a distance of 200.78 feet; thence North 77°20'23" East (recorded North 77°24'00" East), a distance of 86.92 feet to a point on the Westerly boundary of the parcel of land described in Deed recorded February 4, 1972, in Book 96, Page 300; thence along the boundary of said parcel South 12°39'37" East (recorded South 12°36'00" East), a distance of 32.89 feet; thence North 81°06'00" East, a distance of 8.30 feet (recorded North 81°02'37" East, 8.20 feet); thence North 83°18'09" East, a distance of 123.80 feet (recorded North 83°20'46" East, 123.89 feet), to a point on the Southwesterly line of McPaul Way; thence along said Westerly line, South 25°14'37" East (recorded South 25°11'00" East), a distance of 26.17 feet to a point on the Northerly boundary of that certain parcel described in Deed recorded July 1, 1971, in Book 87, Page 437;

thence along said boundary South  $77^{\circ}20'23''$  West, a distance of 78.90 feet (recorded South  $77^{\circ}24'00''$  West, 78.66 feet) to the beginning of a tangent curve to the left with a radius of 30.00 feet and a central angle of  $61^{\circ}29'37''$ ; thence along said curve, an arc length of 32.20 feet; thence South  $15^{\circ}50'46''$  West (recorded South  $15^{\circ}54'23''$  West), a distance of 63.22 feet; thence South  $12^{\circ}39'37''$  East (recorded South  $12^{\circ}36'00''$  East), a distance of 50.00 feet; thence South  $35^{\circ}39'37''$  East (recorded South  $35^{\circ}36'00''$  East), a distance of 69.00 feet to the most Westerly corner of that certain parcel described in Deed recorded February 1, 1980, in Book 280, Page 007; thence along the Westerly line of said parcel, South  $35^{\circ}39'37''$  East (recorded South  $35^{\circ}36'00''$  East) 279.46 feet to a point on the Westerly right of way line of Elks Point Road; thence along said Westerly right of way along a curve concave to the Northwest, with a radius of 320.00 feet, a central angle of  $33^{\circ}22'12''$  (recorded  $33^{\circ}18'35''$ ) and an arc length of 186.37 feet (recorded 186.04 feet); thence South  $42^{\circ}24'00''$  West, a distance of 244.60 feet (recorded 243.38 feet) to the beginning of a tangent curve to the right, with a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence along said curve, an arc length of 39.27 feet to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey for NEVADA ALLIED INC., a portion of Section 15, Township 13 North, Range 18 East, M.D.B. & M., by RONALD W. TURNER, R.L.S. #3519, dated July 18, 1980 and recorded September 25, 1980, as Document No. 48927.

A.P.N. 05-290-01, 05-290-03, 05-290-06, 05-290-12





COPY

REQUESTED BY:  
**PACIFIC TITLE, INC.**  

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IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

94 MAR 14 AM 1:10

SUZANNE BEAUDREAU  
RECORDER  
s/6 <sup>92</sup> PAID:      DEPUTY

**332195**

**BK 0394 PG 2301**