

18/ Land America  
1210 S Valley View Blvd Ste 104  
Las Vegas NV 89102

REQUESTED BY  
Land America  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

A portion of APN: 1220-10-610-011

2004 JUN 14 AM 11:58

Recording Requested By:  
Eileen M. Best, Esq.

WERNER CHRISTEN  
RECORDER

When Recorded Mail To:  
Eileen M. Best, Esq.  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43624-1573

\$18<sup>00</sup> PAID KE DEPUTY

Send Tax Statements to Owner:  
HCRI Nevada Properties, Inc.  
One SeaGate, Suite 1500  
P. O. Box 1475  
Toledo, Ohio 43603-1475

Space above for recorder's use

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made as of March 1, 2004 by and between **HCRI NEVADA PROPERTIES, INC.**, a corporation organized under the laws of the State of Nevada (the "Landlord"), and **EVERGREEN AT GARDNERVILLE, L.L.C.**, a limited liability company organized under the laws of the State of Washington (the "Tenant").

1. Lease. Landlord and Tenant have entered into and executed a Lease Agreement (the "Lease") dated as of March 1, 2004 ("Effective Date") relating to the real property described on Exhibit A attached hereto ("Property").
2. Address of Landlord. Landlord's address as set forth in the Lease is One SeaGate, Suite 1500, P. O. Box 1475, Toledo, Ohio 43603-1475.
3. Address of Tenant. Tenant's address as set forth in the Lease is 4601 N.E. 77th Avenue, Suite 300, Vancouver, Washington 98662.
4. Term of Lease. The term ("Term") of the Lease commences on the Effective Date and expires at 12:00 Midnight Eastern Time on August 31, 2009 ("Expiration Date").
5. Obligation to Purchase. Tenant has the obligation to purchase the Property upon the terms and conditions set forth in the Lease.

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6. Mechanic's Liens. The Lease provides that Tenant shall have no authority to permit or create a lien against Landlord's interest in the Property.

7. Incorporation of Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Property. Any conflict between this Memorandum of Lease and the Lease shall be governed by the terms of the Lease.

8. Release. Tenant agrees to promptly execute a release of this Memorandum of Lease at any time after the Lease has terminated.

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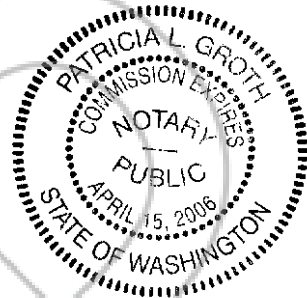
STATE OF Washington )  
 ) SS:  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2004 by Andrew V. Martini, the Manager of Evergreen at Gardnerville, L.L.C., a Washington limited liability company, on behalf of the limited liability company.

Patricia L. Groth  
Notary Public

My Commission Expires: 4-15-2006

[SEAL]



**THIS INSTRUMENT PREPARED BY:**

Oksana M. Ludd, Esq.  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43624-1573



**EXHIBIT A: LEGAL DESCRIPTION**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeasterly corner of Lot 5, Block "D" as shown on the Final Map for Jewel Commercial Park, Phase 2 filed for record July 24, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 417846, the southwesterly terminus of Mathias Parkway, the POINT OF BEGINNING;

thence along the boundary of said Lot 5, South 29°35'16" West, 237.13 feet;  
thence North 60°24'44" West, 237.25 feet;  
thence North 71°18'45" West, 58.86 feet;  
thence North 11°08'02" West, 343.63 feet to a point on the southerly boundary of Lot 5A as shown on the Record of Survey for Jewel Commercial Park recorded September 19, 1997 in said office of Recorder as Document No. 422092;  
thence along said boundary of Lot 5A of the following courses:  
North 81°33'55" East, 134.55 feet;  
North 45°14'39" East, 20.00 feet to a point on the westerly right-of-way of Mathias Parkway;  
thence along said right-of-way, South 44°45'21" East, 423.56 feet to the POINT OF BEGINNING, containing 2.90 acres, more or less.