



200704260012

Skagit County Auditor

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4 8:55AM

Return Address:
William F. Almon, P.S.
111 S. 33rd Street, #100
Yakima WA 98901-1471

MEMORANDUM OF LEASE

Document Title(s) (or transactions contained therein):	FIRST AMERICAN TITLE CO.
Memorandum of Lease	89756-6
Reference Number(s) of Documents assigned or released: Not Applicable	
Grantor(s) (Last name first, then first name and initials):	
1. Hyattcenters-Anacortes, L.L.C., a Washington limited liability company, Lessor	
Grantee:	
1. WAATU, Inc., a Washington corporation, Lessee	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lots 1, 2, and 3, City of Anacortes, Short Plat No. 91-005, approved October 24, 1991, recorded November 4, 1991, in Book 10 of Short Plats, pages 24 and 25, under Auditor's File No. 9111040088 and being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 35 North, Range 1 East, W.M. ☒ Full legal is as set forth above.	
Assessor's Property Tax Parcel/Account Number 350124-0-091-0000 (P31871); 350124-0-091-0200 (P111716); 350124-0-091-0100 (P111715)	

This Memorandum of Lease is made this 24 day of April, 2007, between by and between Hyattcenters-Anacortes, L.L.C., a Washington limited liability company, as "Lessor," and WAATU, Inc., a Washington corporation, as "Lessee."

1. This Memorandum evidences an agreement between Lessor and Lessee, entitled "HYATTCENTERS-ANACORTES, L.L.C. LAND, BUILDING AND EQUIPMENT LEASE" of November 24, 2004, as amended December 31, 2004, and Second Amendment thereto dated April 24, 2007 (collectively "Lease Agreement"), by which Lease Agreement Lessee is leasing from Lessor the following described real property situated in Skagit County, Washington ("Premises"):

Lots 1, 2, and 3, City of Anacortes, Short Plat No. 91-005, approved October 24, 1991, recorded November 4, 1991, in Book 10 of Short Plats, pages 24 and 25, under Auditor's File No. 9111040088 and being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 35 North, Range 1 East, W.M.

See the Lease Agreement for particulars of all of the terms and conditions of the Lease Agreement, which are hereby made a part hereof as though fully and completely herein set out in full.

2. The term of the Lease commenced on January 1, 2005, and shall terminate March 31, 2027, at midnight ("Initial Term"). Provided Lessee is not in default under the Lease during the Initial Term or the then current term, Lessee shall have two successive options to renew the Lease for additional terms of ten (10) years each ("Renewal Term") by providing written notice to Lessor, not less than six (6) months prior to expiration of the then current term, of its intent to renew the Lease.

3. The Lease Agreement provides that Lessee shall not assign or sublease the Premises without the previous written consent of Lessor, subject to applicable requirements of Lessor's Mortgagee and HUD.

4. The Lease Agreement and rights of Lessee thereunder are specifically conditioned upon and subordinate to the terms and conditions of a Deed of Trust granted in favor of CWC Capital, LLC, a Massachusetts limited liability company, recorded April 26, 2007, under Auditor's Receiving Number 200704260007, and to Regulatory Agreement in favor of Federal Housing Commissioner, U.S. Department of Housing and Urban Development, recorded April 26, 2007, under Auditor's Receiving Number 200704260008, and to Regulatory Agreement in favor of Secretary of Housing and Urban Development, recorded April 26, 2007, under Auditor's Receiving Number 200704260009.

5. This Memorandum of Lease is prepared for the purpose of recordation and it in no way modifies the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LESSOR:
Hyattcenters-Anacortes, L.L.C., a Washington
limited liability company

By: H. Norman Hyatt
H. Norman Hyatt, its General Manager

LESSEE:
WAATU, Inc., a Washington corporation

By: James K. Roe
James Roe, its President and Secretary

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 26 2007

Amount Paid \$
Skagit Co. Treasurer
By Deputy

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STATE OF WASHINGTON)
) ss.
County of Yakima)

On this 24TH day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. Norman Hyatt, known to me to be General Manager of Hyattcenters-Anacortes, L.L.C., a Washington limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the same instrument on behalf of the entity, and that he is authorized to execute the same instrument on behalf of the entity.

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



Maria A. F. Jaime
NOTARY PUBLIC in and for the State of
Washington, residing at Yakima
My Commission Expires: 15 June 2010



200704260012

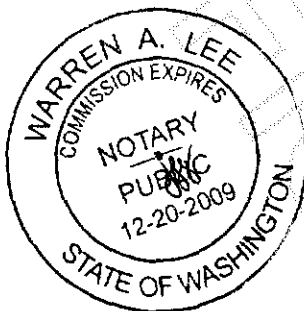
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STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that JAMES K. ROE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of WAATU, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 25th day of April, 2007.



Warren A. Lee
NOTARY PUBLIC in and for the State of
Washington, residing at Skagit Co.

My term expires: 12-20-2009



200704260012
Skagit County Auditor