

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

Tonkon Torp LLP  
888 SW Fifth Avenue, Suite 1600  
Portland, Oregon 97204  
Attn: Ted Herzog, Esq.

**TERMINATION OF LEASE**

LANDLORD: SNH/LTA PROPERTIES TRUST

TENANT: RSL LA CONNER, LLC

ABBREVIATED LEGAL  
DESCRIPTION(s): Lots 1, 2, 3, 4, 5 and 6, Block 4, and Lots 1, 2, 3 and 4,  
Block 5, Calhoun Addition to the Town of La Conner, Plat  
Book Volume 1, Page 14, Skagit County, WA.

ASSESSOR'S TAX ACCOUNT  
PARCEL NUMBER(s): P74123, P74124, P74125, P74126 and P74127

**AF# 201406040061**

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

Tonkon Torp LLP  
888 SW Fifth Avenue, Suite 1600  
Portland, Oregon 97204  
Attn: Ted Herzog, Esq.

#### **TERMINATION OF LEASE**

**THIS TERMINATION OF LEASE** (this “**Termination**”) is made and entered into as of October 22 2020 (the “**Effective Date**”), by and between SNH/LTA PROPERTIES TRUST, a Maryland real estate investment trust (“**Landlord**”), and RSL LA CONNER, LLC, a Washington limited liability company (“**Tenant**”).

#### **WITNESSETH:**

**WHEREAS**, Landlord (as successor by assignment from CLP La Conner Senior Living, LLC) and Tenant are parties to that certain Lease Agreement, dated as of June 2, 2014, a memorandum of which was recorded on June 4, 2014 in the Official Records of Skagit County, Washington as Document Number 201406040061 (the “**Lease**”), pursuant to which Landlord leases to Tenant certain real property and other property related to a senior living community known as La Conner Retirement Inn and having an address at 204 N. First Street, La Conner, Washington (the “**Facility**”); and

**WHEREAS**, Landlord and Tenant desire to terminate the Lease, subject to the terms and conditions of this termination;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. **Termination of Lease.** The parties agree that, as of the Effective Date, the Lease is hereby terminated in its entirety, and the parties thereto shall be relieved of all obligations and liabilities under the Lease other than with respect to obligations and liabilities that have accrued

prior to the Effective Date or that are to survive termination or expiration of the Lease pursuant to the terms of the Lease.

2. **Counterparts.** This Termination may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. **Governing Law.** This Termination shall be interpreted, construed, applied and enforced in accordance with the laws of the State of Washington.

4. **Non-Liability of Trustees.** THE DECLARATION OF TRUST ESTABLISHING LANDLORD, DATED NOVEMBER 10, 2004, AS FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF LANDLORD SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST LANDLORD. ALL PERSONS DEALING WITH LANDLORD IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF LANDLORD FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

*[Remainder of page intentionally left blank; Signature page follows.]*

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Termination as of the day and year first hereinabove written.

**LANDLORD:**

**SNH/LTA PROPERTIES TRUST,**  
a Maryland real estate investment trust

By: Jennifer F. Francis  
Jennifer F. Francis  
President

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF MIDDLESEX )

On this 16 day of October, 2020, before me the undersigned, a Notary Public in and for the Commonwealth of Massachusetts duly commissioned and sworn, personally appeared to me Jennifer F. Francis, to me known to be the President of SNH/LTA PROPERTIES TRUST, a Maryland real estate investment trust, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned, and on oath stated that it was authorized to execute the said instrument.

WITNESS my hand the day and year first above written.

M. Golanka  
Notary Public in and for the Commonwealth  
of Massachusetts, residing at Newton, MA  
My Commission Expires: 4/11/25

Place Notary Seal Here



## TENANT:

**RSL BOZEMAN, LLC,**  
a Montana limited liability company

By: Radiant Companies, Inc., an Oregon corporation,  
Its: Manager

By:

James T. Guffee  
James T. Guffee  
President

STATE OF OREGON )

COUNTY OF ) ss.

Washington  
)

On this 16<sup>th</sup> day of October, 2020, before me the undersigned, a Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared to me James T. Guffee, to me known to be the President of Radiant Companies, Inc., which is the Manager of RSL Bozeman, LLC, a Montana limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned, and on oath stated that it was authorized to execute the said instrument.

WITNESS my hand the day and year first above written.

Michelle Lynn Mayer  
Notary Public in and for the State of  
Oregon, residing at Portland OR  
My Commission Expires: 10/22/23

Place Notary Seal Here

