

Prepared by and return to:
Oregon RSA #2 Inc.
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: 385470
Site Number: Dougan Falls South
County: Skamania
State: WA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between Skamania County, a political subdivision of the State of Washington, whose address is P.O. Box 790, Stevenson, WA 98648, hereinafter referred to as "Landlord", and Oregon RSA #2, Inc., an Oregon corporation, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease, entered into on the 1st of June, 2015, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Skamania County, State of Washington.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease gives Tenant the option to lease the Premises, exercisable at Tenant's sole discretion, for a period of twelve (12) months commencing on the 1st day of

June, 2015. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.

2. In the event Tenant exercises the option to lease the Premises, in its sole discretion, then the Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years commencing on the date that Tenant begins construction. The Lease provides for renewal terms that may extend the term of the lease for up to five (5) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

3. If Tenant exercises the option to lease the Premises, then Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

4. Tenant (or its assignee or designee) shall have a right of first refusal to purchase one or more of the following interests, (a) fee ownership of all or any part of the Premises; (b) any easement rights in or over all or any part of the Premises; or (c) all or any part of Landlord's interest in or rights under the Lease (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept in accordance with the terms and conditions more particularly set forth in the Lease.

5. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease and Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

TENANT: Oregon RSA #2 Inc.

By: Narothum Saxena

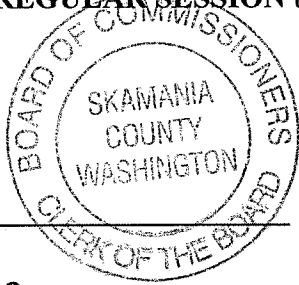
Printed: Narothum Saxena

Title: Vice President

Date: 7/22/15

PASSED IN REGULAR SESSION this 9th day of June 2015.

ATTEST:



Heidi B. Penner
Clerk of the Board

Approved as to form only:

[Signature]
Skamania County Prosecuting Attorney

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

[Signature]
Chairman

[Signature]
Commissioner

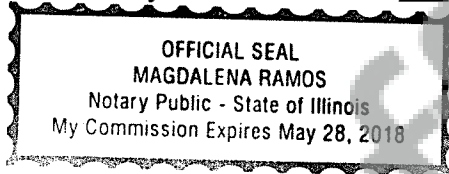
[Signature]
Commissioner

AYE 3
NAY 0
ABSTAIN 0
ABSENT 0

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Narothum Saxena, Vice President for Oregon RSA #2 Inc., known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant limited partnership, for the uses and purposes therein stated.

Given under my hand and seal this 21 day of July, 2015.



[Signature]
 Notary Public
 My commission expires 5/28/18

EXHIBIT A

The South 350 feet of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North Range 6 East of the Willamette Meridian lying Westerly of Woodard Creek Road, Skamania County, Washington.

Legal Description of Premises

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 6 EAST, W. M., SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER, THE SOUTH QUARTER CORNER OF SAID SECTION, SAID CORNER BEARS NORTH 89°29'46" EAST 2604.08 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°29'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1100.78 FEET TO THE CENTERLINE OF A PUBLIC ROAD KNOWN AS WOODARD CREEK ROAD; THENCE NORTH 21°23'30" EAST 68.00 FEET; THENCE NORTH 66°12'43" WEST 37.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE 44.11 FEET; THENCE SOUTH 29°32'26" WEST 15.64 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE 84.69 FEET; THENCE NORTH 11°16'47" EAST 46.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 9.01 FEET; NORTH 05°55'10" WEST 98.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°59'52" EAST 64.45 FEET; THENCE NORTH 0°01'00" WEST 5.50 FEET TO A HEREAFTER REFERRED TO POINT "A"; THE NORTH 0°01'00" WEST 69.57 FEET; THENCE NORTH 89°57'15" WEST 74.84 FEET; THENCE SOUTH 0°04'05" WEST 75.13 FEET; THENCE NORTH 89°59'52" EAST 10.50 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 5624 SQ FT

Access and Utility Easement:

TOGETHER WITH AN EASEMENT 20 FEET IN WIDTH FOR ACCESS AND UTILITIES, FROM THE SAID PUBLIC ROAD OF WOODARD CREEK TO THE SOUTH LINE OF THE HERETOFORE DESCRIBED PARCEL AND CENTERED ON A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER, THE SOUTH QUARTER CORNER OF SAID SECTION, SAID CORNER BEARS NORTH 89°29'46" EAST 2604.08 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89°29'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1100.78 FEET TO THE CENTERLINE OF A PUBLIC ROAD KNOWN AS WOODARD CREEK ROAD; THENCE NORTH 21°23'30" EAST 68.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 66°12'43" WEST 39.47 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE 35.32 FEET; THENCE SOUTH 46°19'21" WEST 38.36 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE 67.84 FEET; THENCE NORTH 04°06'15" WEST 99.91 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE 41.53 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 39.11 FEET.

Utility Easement

ALSO TOGETHER WITH A 10.00 FOOT WIDE UTILITY EASEMENTS LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE HERETOFORE DESCRIBED POINT "A"; THENCE NORTH 79°30'09" EAST 124.73 FEET MORE OR LESS TO AN EXISTING SERVICE POLE.

ALSO TOGETHER WITH AND SUBJECT TO COUNTY ROAD RIGHT OF WAY, EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS THAT BENEFIT AND ENCUMBER THE EXISTING SITE OF RECORD AND IN VIEW.