

Return Address:

**AFTER RECORDING MAIL TO:
CHICAGO TITLE INSURANCE CO.
171 N. CLARK ST. MLC: 04SP
CHICAGO, IL 60601
ATTN: LILIA RODRIGUEZ**



200611130118
Skagit County Auditor

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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Non-Disturbance and Attornment Agreement

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. MHC TT (Canada) Holdings, Inc.

Additional names on pages 1, 9, 10, 11 of document.

Grantee(s) (Last name first, then first name and initials)

1. Thousand Trails Operations Holding Company, L.P.

Additional names on pages ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ptns. of Sec. 30 and 31, T36N, R4E

Additional legal is on page 13 of document.

Assessor's Tax Parcel ID#

360430-1-007-0009; 360430-1-008-0008; 360430-1-003-0003;
360430-0-010-0006; 360430-0-011-0005; 360430-0-012-0004;
360430-1-002-0004; 360430-1-004-0002; 360430-4-003-0007;
360430-4-006-0004; 360430-3-001-0001; 360430-3-003-0009;
360431-1-002-0003; 360431-1-002-0003; 360431-1-004-0001;
360431-1-010-0003; 360431-2-003-0000; 360431-2-001-0002;
360430-0-009-0009

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Mt. Vernon

NON-DISTURBANCE AND ATTORNMENT AGREEMENT - 57

5777

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into effective as of April 14, 2004, by and among THOUSAND TRAILS OPERATIONS HOLDING COMPANY, L.P., a Delaware limited partnership ("Subtenant"), and MHC TT (CANADA) HOLDINGS, INC. ("Canada"), a British Columbian corporation, MHC NAC, INC. ("NAC"), a Nevada corporation, MHC LTRA, INC. ("LTRA"), a Washington corporation, the entities listed on Exhibit A attached hereto ("Sixty-one"), MHC WFC, INC. ("WFC"), a Texas corporation, MHC CAROLINA LC, INC. ("Carolina"), a South Carolina corporation, MHC CHEROKEE LC, INC. ("Cherokee"), a Tennessee corporation, MHC RPI, INC. ("RPI"), a Mississippi corporation, MHC NTWPC, INC. ("NTWPC"), a Tennessee corporation, MHC PONDEROSA LIMITED PARTNERSHIP ("Ponderosa"), a Delaware limited partnership, MHC PEACE RIVER, L.L.C. ("Peace River"), a Delaware limited liability company, and MHC TT, INC. ("MHC"), a Delaware corporation (Canada, NAC, LTRA, Sixty-one, WFC, Carolina, Cherokee, RPI, NTWPC, Ponderosa, Peace River and MHC, individually or collectively, as the context may require, "Overlandlord").

WITNESSETH

WHEREAS, Overlandlord is the fee simple owner or tenant of the property (the "Property") more particularly described on Exhibit B attached hereto;

WHEREAS, each Overlandlord, as landlord, and MHC TT LEASING COMPANY, INC., a Delaware corporation ("Landlord"), as tenant, have entered into one of those certain Lease Agreements set forth on Schedule I hereto, each dated as of November 10, 2004 (as the same may have heretofore been or hereafter be amended, modified, restated, renewed or extended, collectively, the "Overlease") pursuant to which each Overlandlord has leased a portion of the entire Property to Landlord;

WHEREAS, Landlord and Subtenant have entered into that certain Amended and Restated Lease Agreement dated as even or approximately even date herewith (as the same may have heretofore or hereafter be amended, modified, restated, renewed or extended, the "Ground Lease") pursuant to which Overlandlord has leased a portion of the Property to Subtenant ("Subleased Premises"); and

WHEREAS, pursuant to the request of Subtenant, Overlandlord is willing to recognize Subtenant, upon and subject to the terms and conditions set forth below.

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 acknowledged, the parties hereto agree as follows:

Non-Disturbance and Attornment. If, at any time, one, or more, or all of the Overlease is terminated, so long as (i) the Ground Lease is then in full force and effect with respect to one or more of the Subleased Premises, (ii) Subtenant complies with this Agreement and (iii) no default after the giving of any required notice, and expiration of any applicable grace period, under the Ground Lease (a "Default") on the part of Subtenant exists under the Ground Lease, the Ground Lease as modified by the terms hereof, shall continue in full force and effect as a direct lease



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between the Overlandlord and Subtenant, for the balance of the term thereof. Subtenant hereby agrees to attorn to and accept Overlandlord as landlord under the Ground Lease and to be bound by and perform all of the obligations imposed by the Ground Lease and, upon the request of Overlandlord, Subtenant shall execute and deliver to Overlandlord an agreement reaffirming such attornment. Overlandlord, agrees that it will not disturb the possession of Subtenant and will be bound by all of the obligations imposed on the Landlord by the Ground Lease, subject to the provisions of paragraph 2 hereof.

If Overlandlord becomes the direct landlord of Subtenant under the Ground Lease (the "Overlandlord Succession"; the date on which the Overlandlord Succession occurs is referred to herein as the "Overlandlord Succession Date"), in no event shall Overlandlord be:

liable for any act or omission of Landlord arising prior to the Overlandlord Succession Date provided that the foregoing shall not excuse the Overlandlord from its obligations under the Ground Lease to cure or correct any non-monetary violation or non-monetary default which is of a continuing nature; or

subject to any claims, offsets or defenses which Subtenant might have against Landlord arising prior to the Overlandlord Succession Date (it being understood, however, that if Subtenant's right to such claims, offsets or defenses shall be continuing after the Overlandlord Succession Date, then Subtenant shall thereafter be entitled to such claims, offsets or defenses as against Overlandlord in accordance with the provisions of the Ground Lease from and after such Overlandlord Succession Date, but it shall be deemed, as against Overlandlord, that the condition giving rise to such claims, offsets or defenses began on such Overlandlord Succession Date); or

bound by any rent or additional rent which Subtenant might have paid in advance to Landlord for a period in excess of one (1) month or by any security deposit or other prepaid charge which Subtenant might have paid in advance to Landlord, except to the extent that Overlandlord actually comes into exclusive possession of the same.

Limitation of Liability. Overlandlord shall not, by virtue of this Agreement, be or become subject to any liability or obligation under the Ground Lease or otherwise unless and until the Overlandlord Succession, and then such liability or obligation of Overlandlord shall be subject to the provisions of paragraph 2 hereof. In addition, upon such Overlandlord Succession, Overlandlord shall have no obligation, nor incur any liability, beyond that provided for in the Overlease or as required by law. Furthermore, in the event of the assignment or transfer of the interest of Overlandlord under this Agreement, upon acceptance of such assignment or transfer by the party to whom Overlandlord's interest is assigned or transferred, all obligations and liabilities of Overlandlord under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of such party to whom Overlandlord's interest is assigned or transferred, provided such successor-in-interest assumes in writing all such obligations and liabilities.

Notice. Any notice, demand, statement, request, consent or other communication made hereunder shall be in writing and delivered (i) personally, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iii) by depositing the same with a reputable



private courier service, postage prepaid, for next business day delivery, to the parties at their addresses set forth next to respective signature blocks, and shall be deemed given when delivered personally, or four (4) business days after being placed in the United States mail, if sent by certified or registered mail, or one (1) business day after deposit with such private courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other parties thereto at least fifteen (15) days' prior written notice hereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses to any other address within the United States of America. Subtenant agrees to send a copy of any notice or statement under the Ground Lease to Overlandlord at the same time such notice or statement is sent to Landlord.

Subtenant's Waiver. Subject to the provisions of this Agreement, Subtenant waives the provisions of any statute or rule or law now or hereafter in effect which may give or purport to give Subtenant any right or election to terminate the Ground Lease or to surrender possession of the Subleased Premises in the event any proceeding is brought by Overlandlord to terminate the Overlease.

Subordination. Subject to the provisions of this Agreement, Subtenant acknowledges and agrees that the Ground Lease is and shall remain subject and subordinate in each and every respect to the Overlease and to any and all amendments, modifications, restatements, renewals, extensions, substitutions and/or replacements of the Overlease.

Miscellaneous.

In the event of any conflict or inconsistency between the provisions of this Agreement and the Ground Lease, the provisions of this Agreement shall govern; provided, however, that the foregoing shall in no way diminish Landlord's obligations or liability to Subtenant or Subtenant's rights under the Ground Lease. Overlandlord's enforcement of any provisions of this Agreement shall not entitle Subtenant to claim any interference with the contractual relations between Landlord or Subtenant or give rise to any claim or defense against Overlandlord with respect to the enforcement of such provisions.

This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the interest of Subtenant under this Agreement may not be assigned or transferred without prior written consent of Overlandlord, except to an assignee of the Ground Lease permitted pursuant to the Ground Lease, so long as in connection with the assignment to such assignee Subtenant is not relieved of its obligations under the Ground Lease. Subtenant acknowledges, consents and agrees that this Agreement shall inure to the benefit of any assignee of Landlord under the Ground Lease and any assignee of Overlandlord under the Overlease.

The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.



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If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

This Agreement shall be governed by and construed in accordance with the laws of the State in which the relevant portion of the Subleased Premises is located.

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Subtenant, Landlord or Overlandlord, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modified, amendment, waiver, extension, change, discharge or termination is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date set forth above.

NOTICE ADDRESSES:

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

PARTY:

SUBTENANT:

THOUSAND TRAILS OPERATIONS
HOLDING COMPANY, L.P., a Delaware
limited partnership

By: KTTI GP, LLC, a Delaware limited
liability company

Its: General Partner

By: David W. Fell
Name: David W. Fell
Its: Vice President

OVERLANDLORD:

MHC TT (CANADA) HOLDINGS, INC., a
British Columbian corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC NAC, INC., a Nevada corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC LTRA, INC., a Washington corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President

[Signatures Continued on Following Page]



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Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

Virginia Landing One, Inc.
Virginia Landing Two, Inc.
Virginia Landing Three, Inc.
Virginia Landing Four, Inc.
Virginia Landing Five, Inc.
Virginia Landing Six, Inc.
Virginia Landing Seven, Inc.
Virginia Landing Eight, Inc.
Virginia Landing Nine, Inc.
Virginia Landing Ten, Inc.
Virginia Landing Eleven, Inc.
Virginia Landing Twelve, Inc.
Virginia Landing Thirteen, Inc.
Virginia Landing Fourteen, Inc.
Virginia Landing Fifteen, Inc.
Virginia Landing Sixteen, Inc.
Virginia Landing Seventeen, Inc.
Virginia Landing Eighteen, Inc.
Virginia Landing Nineteen, Inc.
Virginia Landing Twenty, Inc.
Virginia Landing Twenty-One, Inc.
Virginia Landing Twenty-Two, Inc.
Virginia Landing Twenty-Three, Inc.
Virginia Landing Twenty-Four, Inc.
Virginia Landing Twenty-Five, Inc.
Virginia Landing Twenty-Six, Inc.
Virginia Landing Twenty-Seven, Inc.
Virginia Landing Twenty-Eight, Inc.
Virginia Landing Twenty-Nine, Inc.
Virginia Landing Thirty, Inc.
Virginia Landing Thirty-One, Inc.
Virginia Landing Thirty-Two, Inc.
Virginia Landing Thirty-Three, Inc.
Virginia Landing Thirty-Four, Inc.
Virginia Landing Thirty-Five, Inc.
Virginia Landing Thirty-Six, Inc.
Virginia Landing Thirty-Seven, Inc.
Virginia Landing Thirty-Eight, Inc.
Virginia Landing Thirty-Nine, Inc.
Virginia Landing Forty, Inc.
Virginia Landing Forty-One, Inc.
Virginia Landing Forty-Two, Inc.
Virginia Landing Forty-Three, Inc.

[Signatures Continued on Following Page]



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Virginia Landing Forty-Four, Inc.
Virginia Landing Forty-Five, Inc.
Virginia Landing Forty-Six, Inc.
Virginia Landing Forty-Seven, Inc.
Virginia Landing Forty-Eight, Inc.
Virginia Landing Forty-Nine, Inc.
Virginia Landing Fifty, Inc.
Virginia Landing Fifty-One, Inc.
Virginia Landing Fifty-Two, Inc.
Virginia Landing Fifty-Three, Inc.
Virginia Landing Fifty-Four, Inc.
Virginia Landing Fifty-Five, Inc.
Virginia Landing Fifty-Six, Inc.
Virginia Landing Fifty-Seven, Inc.
Virginia Landing Fifty-Eight, Inc.
Virginia Landing Fifty-Nine, Inc.
Virginia Landing Sixty, Inc.
Virginia Landing Sixty-One, Inc.

By: David W. Fell
Name: David W. Fell
Its: Vice President

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

MHC WFC, INC., a Texas corporation
By: David W. Fell
Name: David W. Fell
Its: Vice President

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

MHC CAROLINA LC, INC., a South Carolina corporation
By: David W. Fell
Name: David W. Fell
Its: Vice President

Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

MHC CHEROKEE LC, INC., a Tennessee corporation
By: David W. Fell
Name: David W. Fell
Its: Vice President

[Signatures Continued on Following Page]



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Suite 800
Chicago, Illinois 60606
Attn: David W. Fell

MHC RPI, INC., a Mississippi corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC NTWPC, INC., a Tennessee corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC PONDEROSA LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC PEACE RIVER, L.L.C., a Delaware
limited liability company

By: David W. Fell
Name: David W. Fell
Its: Vice President

MHC TT, INC., a Delaware corporation

By: David W. Fell
Name: David W. Fell
Its: Vice President



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EXHIBIT A

Virginia Landing One, Inc.	Lot 11
Virginia Landing Two, Inc.	Lot 22
Virginia Landing Three, Inc.	Lot 28
Virginia Landing Four, Inc.	Lot 29
Virginia Landing Five, Inc.	Lot 30
Virginia Landing Six, Inc.	Lot 31
Virginia Landing Seven, Inc.	Lot 37
Virginia Landing Eight, Inc.	Lot 38
Virginia Landing Nine, Inc.	Lot 39
Virginia Landing Ten, Inc.	Lot 40
Virginia Landing Eleven, Inc.	Lot 42
Virginia Landing Twelve, Inc.	Lot 44
Virginia Landing Thirteen, Inc.	Lot 58
Virginia Landing Fourteen, Inc.	Lot 59
Virginia Landing Fifteen, Inc.	Lot 61
Virginia Landing Sixteen, Inc.	Lot 62
Virginia Landing Seventeen, Inc.	Lot 63
Virginia Landing Eighteen, Inc.	Lot 88
Virginia Landing Nineteen, Inc.	Lot 89
Virginia Landing Twenty, Inc.	Lot 90
Virginia Landing Twenty-One, Inc.	Lot 91
Virginia Landing Twenty-Two, Inc.	Lot 92
Virginia Landing Twenty-Three, Inc.	Lot 93
Virginia Landing Twenty-Four, Inc.	Lot 94



Virginia Landing Twenty-Five, Inc.	Lot 95
Virginia Landing Twenty-Six, Inc.	Lot 98
Virginia Landing Twenty-Seven, Inc.	Lot 106
Virginia Landing Twenty-Eight, Inc.	Lot 107
Virginia Landing Twenty-Nine, Inc.	Lot 108
Virginia Landing Thirty, Inc.	Lot 110
Virginia Landing Thirty-One, Inc.	Lot 111
Virginia Landing Thirty-Two, Inc.	Lot 112
Virginia Landing Thirty-Three, Inc.	Lot 113
Virginia Landing Thirty-Four, Inc.	Lot 116
Virginia Landing Thirty-Five, Inc.	Lot 117
Virginia Landing Thirty-Six, Inc.	Lot 118
Virginia Landing Thirty-Seven, Inc.	Lot 119
Virginia Landing Thirty-Eight, Inc.	Lot 128
Virginia Landing Thirty-Nine, Inc.	Lot 129
Virginia Landing Forty, Inc.	Lot 130
Virginia Landing Forty-One, Inc.	Lot 134
Virginia Landing Forty-Two, Inc.	Lot 135
Virginia Landing Forty-Three, Inc.	Lot 136
Virginia Landing Forty-Four, Inc.	Lot 141
Virginia Landing Forty-Five, Inc.	Lot 145
Virginia Landing Forty-Six, Inc.	Lot 147
Virginia Landing Forty-Seven, Inc.	Lot 148
Virginia Landing Forty-Eight, Inc.	Lot 149
Virginia Landing Forty-Nine, Inc.	Lot 150



Virginia Landing Fifty, Inc.	Lot 151
Virginia Landing Fifty-One, Inc.	Lot 152
Virginia Landing Fifty-Two, Inc.	Lot 153
Virginia Landing Fifty-Three, Inc.	Lot 156
Virginia Landing Fifty-Four, Inc.	Lot 157
Virginia Landing Fifty-Five, Inc.	Lot 162
Virginia Landing Fifty-Six, Inc.	Lot 163
Virginia Landing Fifty-Seven, Inc.	Lot 164
Virginia Landing Fifty-Eight, Inc.	Lot 165
Virginia Landing Fifty-Nine, Inc.	Lot 166
Virginia Landing Sixty, Inc.	Lot 167
Virginia Landing Sixty-One, Inc.	Lot 21

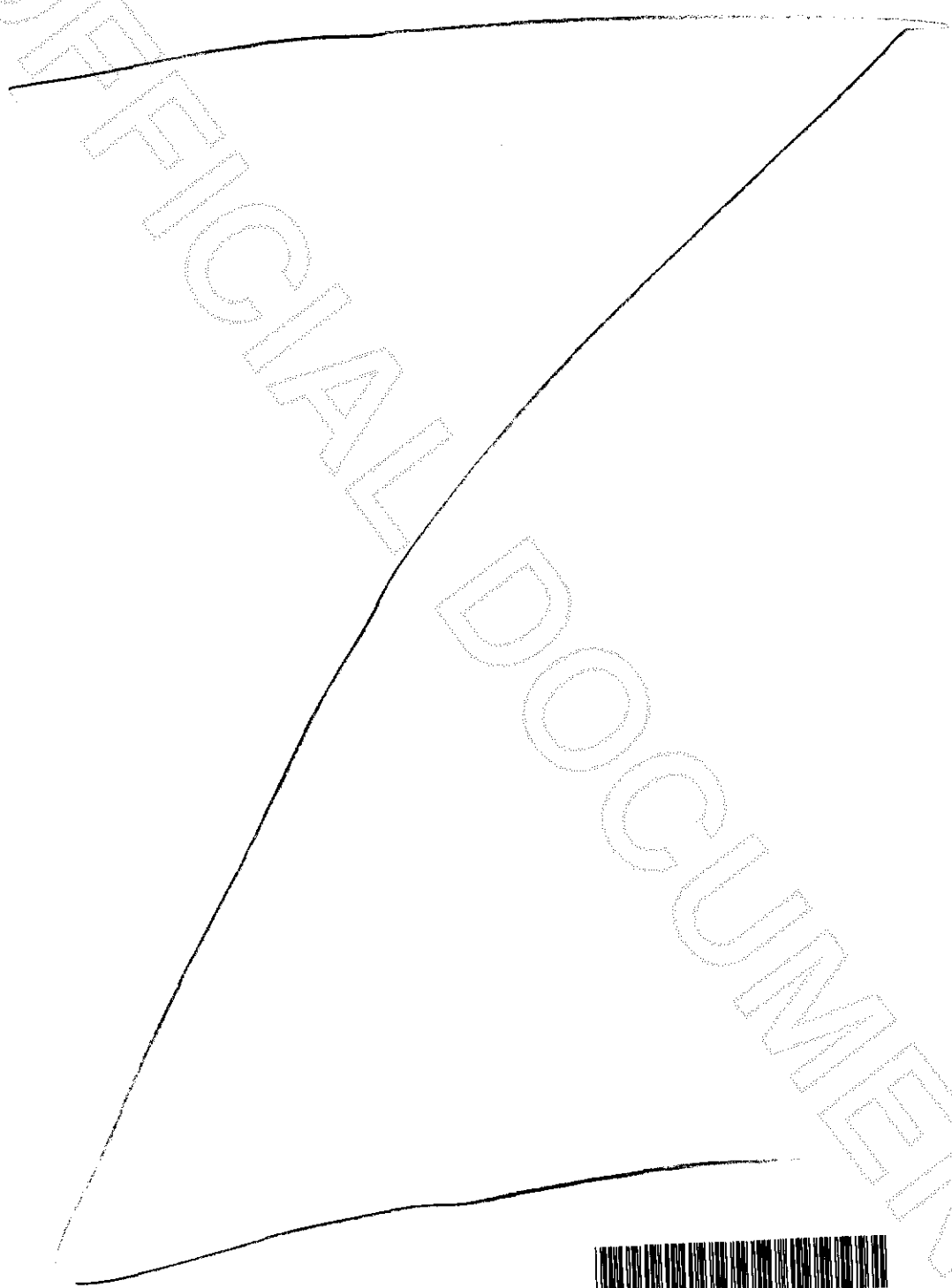


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EXHIBIT B

Legal Descriptions

{attached}



UNOFFICIAL DOCUMENT



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(MOUNT VERNON)

PARCEL A:

That portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 36 North, Range 4 East of the Willamette Meridian, lying West of the county road;

EXCEPT the following described tract:

Beginning at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence South $86^{\circ}44'$ East along the North line of said subdivision, 689.69 feet to the center line of Friday Creek as it existed in July 1960; being the true point of beginning of the tract herein described; thence South $43^{\circ}58'$ West along the center line of said creek, 296.03 feet; thence South $86^{\circ}44'$ East a distance of 219.57 feet to the Northwesterly line of the county road; thence Northeasterly along said county road to the North line of said subdivision; thence Westerly along the North line of said subdivision to the true point of beginning.

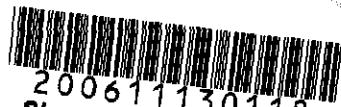


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SCHEDULE I

List of Over Leases

[attached]



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Lease by and between MHC TT, Inc., a Delaware corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (LaConner)

Lease by and between MHC TT, Inc., a Delaware corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004 (Lake Tawakoni).

Lease by and between MHC TT, Inc., a Delaware corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004 (Lake Texoma).

Lease by and between MHC TT, Inc., a Delaware corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004 (Lake Whitney).

Lease by and between MHC LTRA, Inc., a Washington corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Washington and Oregon)

Lease by and between MHC NAC, Inc., a Nevada corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004 (Snowflower).

Lease by and between MHC TT (Canada) Holdings, Inc., a British Columbia corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Cultus)

Lease by and between MHC NTWPC, Inc., a Tennessee corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Natchez)

Lease by and between MHC RPI, Inc., a Mississippi corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Chestnut)

Lease by and between MHC Cherokee LC, Inc., a Tennessee corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Cherokee Landing)

Lease by and between MHC Carolina LC, Inc., a South Carolina corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, as tenant, dated as of November 10, 2004. (Carolina Landing)



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Lease by and between MHC WFC, Inc., a Texas corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of November 10, 2004. (Bay Landing)

Lease by and between the listed on Exhibit A, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of November 10, 2004. (Virginia Landing)

Lease by and between MHC NAC, Inc., a Nevada corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of November 10, 2004. (Multiple Properties)

Lease by and between MHC TT, Inc., a Delaware corporation, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of November 10, 2004. (Multiple Properties)

Lease by and between MHC Ponderosa Limited Partnership, a Delaware limited partnership, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of April 14, 2006. (Ponderosa)

Lease by and between MHC Peace River, L.L.C., a Delaware limited liability company, as landlord, and MHC TT Leasing Company, Inc., a Delaware corporation, dated as of April 14, 2006. (Peace River).



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