

Doc # 2005158550  
Page 1 of 19  
Date: 8/30/2005 12:48P  
Filed by: CLARK COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$50.00

WHEN RECORDED, RETURN TO:

Thacher Proffitt & Wood LLP  
Two World Financial Center  
New York, New York 10281  
Attention: Donald F. Simone, Esq.

<b>Document Title:</b> 173641 <b>ASSIGNMENT OF LEASES AND RENTS</b>
<b>Reference Number(s):</b>
<b>Grantor(s):</b> <b>COMMONWEALTH WASHINGTON HOLDING, INC.</b> and <b>COMMONWEALTH WASHINGTON OPERATING, INC. (collectively, "Assignor")</b>
<b>Grantee(s):</b> <b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Assignee")</b>
<b>Legal Description [abbreviated]:</b> PTN SEC 2, T 2 N, R 7 E <b>(Complete description on Exhibit A)</b>
<b>Assessor's Property Tax Parcel/Account Number(s):</b> 02-07-02-0-0-0612-00 02-07-02-4-1-0800-00

PREPARED BY AND UPON RECORDATION

RETURN TO:

Messrs. Thacher Proffitt & Wood  
Two World Financial Center  
New York, New York 10281  
Attention: Donald F. Simone, Esq.

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**COMMONWEALTH WASHINGTON HOLDING, INC.**

and

**COMMONWEALTH WASHINGTON OPERATING, INC., collectively, as assignor  
(collectively, Assignor)**

to

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as grantee  
(Lender)**

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**ASSIGNMENT OF LEASES AND RENTS**

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Dated: As of August 29, 2005

Location: Skamania Lodge  
Stevenson, Washington

County: Skamania

MERS MIN: 8000101-0000001825-8

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## ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** (this "**Assignment**") made as of the 29 day of August, 2005, by **COMMONWEALTH WASHINGTON HOLDING, INC.**, a Delaware corporation, having its principal place of business at 11777 San Vicente Boulevard, Suite 900, Los Angeles, California 90049 ("**Borrower**") and **COMMONWEALTH WASHINGTON OPERATING, INC.**, a Delaware corporation, having its principal place of business at 11777 San Vicente Boulevard, Suite 900, Los Angeles, California 90049 ("**Operating Lessee**"; Operating Lessee and Borrower hereinafter referred to collectively as "**Assignor**"), collectively, as assignor, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware stock corporation, having an address at 1595 Spring Hill Road, Vienna, Virginia, as assignee and Lender's nominee ("**Assignee**").

### WITNESSETH:

**WHEREAS**, Borrower is the fee owner of the Land (as defined in the Security Instrument (as defined in the Loan Agreement));

**WHEREAS**, Operating Lessee is the owner of the leasehold estate in said Land pursuant to that certain Amended and Restated Lease and Assignment by and between Borrower, as landlord, and Operating Lessee, as tenant, dated as of August 24, 2005 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Operating Lease**");

**WHEREAS**, this Assignment is given in connection with a loan in the principal sum of Thirty Seven Million Three Hundred Thousand and No/100 Dollars (\$37,300,000.00) (the "**Loan**") made by Bear Stearns Commercial Mortgage, Inc., a New York corporation, having an address at 383 Madison Avenue, New York, New York 10179 (together with its successors and assigns, "**Lender**") to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note, dated the date hereof, given by Borrower to Lender (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Note**");

**WHEREAS**, Operating Lessee is an affiliate of Borrower, and Operating Lessee will directly benefit from Lender's making the Loan to Borrower.

**WHEREAS**, Assignor desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of Borrower's obligations under the Note, the Loan Agreement and the other Loan Documents; and

**WHEREAS**, this Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions,

agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

**NOW THEREFORE**, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

## **ARTICLE 1 - ASSIGNMENT**

**Section 1.1 Property Assigned.** Assignor hereby absolutely and unconditionally assigns and grants to Assignee the following property, rights, interests and estates, now owned, or hereafter acquired by Assignor:

(a) **Leases.** All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, including, without limitation, the Operating Lease, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Assignor, its successors and assigns, therein and thereunder.

(b) **Other Leases and Agreements.** All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" described in Subsection 1.1(a), including, without limitation, the Operating Lease, and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "**Leases.**"

(c) **Rents.** All rents, rent equivalents, income, receivables, revenues, receipts, insurance proceeds, deposits and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, fees, receivables, accounts, profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Assignor or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**").

(d) **Bankruptcy Claims.** All of Assignor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) **Lease Guaranties.** All of Assignor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty," collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor," collectively, the "Lease Guarantors") to Assignor.

(f) **Proceeds.** All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) **Other.** All rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Assignor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) **Security Interests.** All right, title and interest of lessor under the Operating Lease as secured party in the personal property and collateral pursuant to the security interest granted by Operating Lessee to the lessor thereunder in the Operating Lease.

(i) **Entry.** The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(j) **Power of Attorney.** Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

**Section 1.2 Other Rights and Agreement.** Any and all other rights of Assignor in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

**Section 1.3 Grants to Assignee.** This Assignment and the grants, assignments and transfers made to Assignee in this Article 1 shall inure to Assignee solely in its capacity as Lender's nominee.

## ARTICLE 2 - TERMS OF ASSIGNMENT

**Section 2.1 Present Assignment And License Back.** It is intended by Assignor that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only.

Nevertheless, subject to the terms of this Section 2.1 and the Cash Management Agreement, Assignee grants to Assignor a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties and Assignor shall hold such Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

**Section 2.2 Notice To Lessees.** Assignor hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

**Section 2.3 Incorporation By Reference.** All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

### ARTICLE 3 - REMEDIES

**Section 3.1 Remedies of Lender.** Upon or at any time after the occurrence of an Event of Default that remains uncured beyond any applicable cure period, the license granted to Assignor in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender, or Assignee acting on behalf of and at the sole discretion of Lender in its capacity as Lender's nominee, may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Assignor and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Assignor and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the



Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Assignor, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) require Assignor to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Assignor or (4) require Assignor to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise.

**Section 3.2 Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Lender or Assignee pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Assignor under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Assignor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

**Section 3.3 Other Security.** Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

**Section 3.4 Non-Waiver.** The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement

or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

**Section 3.5 Bankruptcy.** (a) Upon or at any time after the occurrence of an Event of Default that remains uncured beyond any applicable cure period, Lender shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Lender not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Lender demands that Assignor assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

#### **ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES**

**Section 4.1 No Liability of Lender.** This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Assignor shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the



terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, the Mortgage and the other Loan Documents and Assignor shall reimburse Lender therefor immediately upon demand and upon the failure of Assignor so to do Lender may, at its option, declare all sums secured by this Assignment, the Mortgage and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

**Section 4.2 No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Lender or Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

**Section 4.3 Further Assurances.** Assignor will, at the cost of Assignor, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Assignor to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

**Section 5.1 Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

**Section 5.2 No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor, Lender or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 5.3 General Definitions.** All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement", the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**Section 5.4 Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

**Section 5.5 Governing Law.** This Assignment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

**Section 5.6 Termination of Assignment.** Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.

**Section 5.7 Notices.** All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

**Section 5.8 WAIVER OF TRIAL BY JURY.** ASSIGNOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

**Section 5.9 Exculpation.** The provisions of Section 9.3 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

**Section 5.10 Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Lender and their respective successors and assigns forever.

**Section 5.11 Headings, Etc.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**Section 5.12 References to Lender.** Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, all references herein and in any of the Other Security Documents to "Lender" shall be deemed to collectively or individually (as the context requires) refer to Lender or to Assignee, acting on behalf of and at the sole direction of Lender in its capacity as Lender's nominee, as each of their interests may appear; provided, that, unless Lender, in its sole discretion, shall determine otherwise, only Lender (and not Assignee) shall be deemed to be "Lender" with respect to (a) any consent or similar approval right granted to Lender hereunder or under any of the other Loan Documents (including, without limitation, any consent or similar approval right that is deemed granted if not approved or denied within a specified time period), (b) any items, documents or other information required to be delivered to Lender hereunder or under any of the other Loan Documents (other than notices expressly required to be sent to Assignee) or (c) any future funding or other obligations of Lender to Borrower or any affiliate of Borrower hereunder or under any of the other Loan Documents, if any.

[NO FURTHER TEXT ON THIS PAGE.]

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

**COMMONWEALTH WASHINGTON  
HOLDING, INC.**, a Delaware corporation

By:   
Name: **Blecker P. Seaman III**  
Title: **President**

**COMMONWEALTH WASHINGTON  
OPERATING, INC.**, a Delaware corporation

By:   
Name: **PETER R. O'KEEFFE**  
Title: **SENIOR VICE PRESIDENT**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On AUGUST 24, 2005

before me,

ALESSANDRA CHOI, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

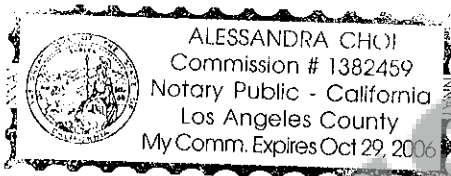
personally appeared

BUSINESS CERTAIN

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alessandra Choi

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

LOS ANGELES

SS.

On

AUGUST 24, 2005

before me,

ALESSANDRA CHOI, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

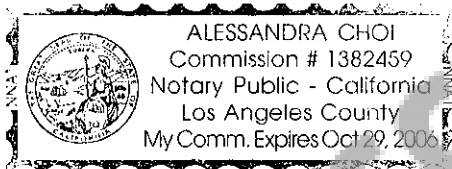
PETER R. O'ROURKE

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

[Signature]

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**EXHIBIT A**

**LEGAL DESCRIPTION**

Unofficial  
Copy

DOC # 2005158550  
Page 15 of 19

Exhibit A

PARCEL 1

Being a tract of land out of portions of Government Lots 2 and 3 in the D. Baughman Donation Land Claim and F. Iman Donation Land Claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

BEGINNING at a half inch iron rod on the West line of the Baughman Donation Land Claim, said rod being South 00°50'59" West 1935.30 feet from a brass cap marking the Northwest corner of the Baughman Donation Land Claim; thence leaving said West line North 57°31'40" West 1839.91 feet to a half inch iron pipe; thence South 59°00'19" West 396.02 feet to a 5/8 inch iron rod; thence North 78°38'44" West 97.60 feet to a 5/8 inch iron rod; thence North 35°28'44" West 122.60 feet to a 5/8 inch iron rod; thence North 59°43'41" West 216.00 feet to a 5/8 inch iron rod; thence North 65°46'40" West 919.35 feet to a 5/8 inch iron rod on the Southeasterly line of the Bonneville Power Administration right of way; thence along said right of way North 40°21'00" East 2004.39 feet to a 5/8 inch iron rod; thence leaving said right of way South 21°52'06" East 221.63 feet to a 3/4 inch iron pipe; thence South 89°53'16" East 104.76 feet to a 3/4 inch iron pipe; thence North 45°07'04" East 121.54 feet to a 5/8 inch iron rod; thence North 01°32'31" East 0.58 feet to a point; thence South 22°51'56" East 133.67 feet to a 5/8 inch iron rod; thence South 34°22'53" East 377.84 feet to a 5/8 inch iron rod; thence South 65°26'35" East 236.37 feet to a 5/8 inch iron rod; thence South 13°10'46" West 117.78 feet to a 5/8 inch iron rod; thence South 71°56'35" East 207.62 feet to a 5/8 inch iron rod; thence North 13°10'46" East 194.93 feet to a 5/8 inch iron rod; thence South 72°56'35" East 72.19 feet to a 5/8 inch iron rod; thence South 53°51'59" East 476.72 feet to a 5/8 inch iron rod; thence South 75°24'01" East 132.00 feet to a 5/8 inch iron rod; thence South 89°09'01" East 74.00 feet to a 5/8 inch iron rod; thence South 00°50'59" West 132.00 feet to a 5/8 inch iron rod; thence South 89°09'03" East 180.29 feet to a 5/8 inch iron rod on the Southwesterly right of way of Foster Creek Road (40.00 foot right of way); thence along said right of way 260.65 feet along the arc of a 224.60 foot radius curve to the left, having a central angle of 66°29'28", the chord of which bears South 44°35'53" East, a distance of 246.26 feet to a 5/8 inch iron rod; thence South 77°50'37" East 114.61 feet to a 5/8 inch iron rod; thence 159.01 feet along the arc of a 420.80 foot radius curve to the right, having a central angle of 21°39'00", the chord of which bears South 67°01'07" East, a distance of 158.06 feet to a 5/8 inch iron rod; thence South 56°11'37" East 273.36 feet to a 5/8 inch iron rod; thence leaving said right of way South 46°53'56" West 373.47 feet to a Skamania County brass cap; thence South 62°28'04" East 785.01 feet to a 5/8 inch iron rod on said right of way of Foster Creek Road; thence along said right of way 73.68 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 10°30'04", the chord of which bears South 31°18'02" East, a distance of 73.57 feet to a 5/8 inch iron rod; thence South 79°54'00" West 261.00 feet; thence North 52°53'13" West 100.00 feet; thence South 60°32'24" West 90.00 feet; thence South 19°17'10" East 195.00 feet; thence South 21°51'54" East 137.00 feet; thence South 54°56'03" East 116.00 feet; thence North 83°40'11" East 272.30 feet to a point on the Westerly right of way line of Rock Creek Drive (variable width right of way); thence along said right of way South 08°32'58" West 96.52 feet to a point that bears South 17°15'33" West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1587.10 foot radius curve to the right, having a central angle of 14°56'02", the chord of which bears South 16°00'59" West, a distance of 412.50 feet to a 5/8 inch iron rod; thence North 66°31'00" West 20.00 feet to a 5/8 inch iron rod; thence 191.45 feet along the arc of a 1587.10 foot radius curve to the right, having a central angle of 06°59'59", a chord of which bears South 26°58'59" West, a distance of 191.33 feet to a 5/8 inch iron rod; thence South 59°31'02" East 20.00 feet to a 5/8 inch iron rod; thence 62.63 feet along the arc of a 1587.10 foot radius curve to the right, having a central angle of 02°15'40", the chord of which bears South 31°36'48" West, a distance of 62.63 feet to a 5/8 inch iron rod; thence North 58°03'57" West, 8.39 feet to a point that bears North 50°38'42" West 0.70 feet from a concrete right of way monument; thence South 33°56'03" West 208.73 feet to a point that bears South 65°29'49" East 0.58 feet from a concrete right of way monument; thence North 56°03'57" West 60.00 feet to a point that bears North 35°49'26" West 0.57 feet from a concrete right of way monument; thence South 33°56'03" West 133.77 feet to a point that bears South 78°22'11" West 1.00 feet from a concrete right of way monument; thence South 56°03'57" East 5.47 feet to a 5/8 inch iron rod, said rod also marking the intersection of Second Street extension right of way and the Westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot

right of way South 56°27'19" West 46.44 feet to a 5/8 inch iron rod; thence 201.61 feet along the arc of a 256.70 foot radius curve to the right, having a central angle of 45°00'00", the chord of which bears South 78°57'19" West, 196.47 feet to a 5/8 inch iron rod; thence North 78°32'41" West 13.00 feet to a 5/8 inch iron rod; thence 186.92 feet along the arc of a 125.70 foot radius curve to the left, having a central angle of 85°12'00", the chord of which bears South 58°51'19" West, a distance of 170.17 feet to a 5/8 inch iron rod marking the point of compound curvature; thence 172.50 feet along the arc of a 173.40 foot radius curve to the left, having a central angle of 57°00'00", the chord of which bears South 12°14'41" East, a distance of 165.48 feet to a 5/8 inch iron rod marking the point of reverse curvature; thence 79.96 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 69°44'00", the chord of which bears South 05°52'41" East, a distance of 75.12 feet to a 5/8 inch iron rod; thence South 28°59'19" West 98.60 feet to a 5/8 inch iron rod; thence 65.70 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 57°18'00", the chord of which bears South 57°38'19" West, a distance of 63.00 feet to a 5/8 inch iron rod marking a point of reverse curvature; thence 254.56 feet along the arc of a 507.60 foot radius curve to the left, having a central angle of 28°44'00", the chord of which bears South 71°55'19" West, a distance of 251.90 feet to a 5/8 inch iron rod marking a point of reverse curvature; thence 44.84 feet along the arc of a 160.80 foot radius curve to the right, having a central angle of 15°58'38", the chord of which bears South 65°32'38" West, a distance of 44.89 feet to a half inch iron rod on the West line of said Baughman Donation Land Claim; thence leaving said Malicot Road right of way along said West line of the Baughman Donation Land Claim North 00°50'59" East, 1237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman Donation Land Claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

COMMENCING at a brass cap marking the Northwest corner of said D. Baughman Donation Land Claim; thence South 00°50'59" West, 3369.29 feet along the West line of said Baughman Donation Land Claim to the Point of Beginning and said point being on the Northerly right of way line of State Highway No. 8; thence along said Northerly right of way the following courses and distances:

North 49°20'38" East, 225.03 feet to the beginning of a 2785.00 foot radius curve to the left having a central angle of 05°28'09"; thence along said curve to the left (the long chord of which bears North 46°36'33" East, 265.74 feet) 265.84 feet; thence South 46°07'31" East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of 05°23'51"; thence along said curve to the left (the long chord of which bears North 41°10'33" East, 265.09 feet) 265.19 feet; thence North 38°28'38" East 337.63 feet; thence leaving said Northerly right of way North 56°03'57" West 46.84 feet to the Northerly right of way of vacated Malicot Road; thence along said Northerly right of way the following courses and distances:

Along said Malicot right of way South 56°27'19" West 46.44 feet to a 5/8 inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of 45°00'00"; thence along said curve to the right (the long chord of which bears South 78°57'19" West, 196.47 feet) 201.61 feet to a 5/8 inch iron rod; thence North 78°32'41" West 13.00 feet to a 5/8 inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of 85°12'00"; thence along said curve to the left (the long chord of which bears South 58°51'19" West 170.17 feet) 186.92 feet to a 5/8 inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of 57°00'00"; thence along said curve to the left (the long chord of which bears South 12°14'41" East, 165.48 feet) 172.50 feet to a 5/8 inch iron rod marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of 69°44'00"; thence along said curve to the right (the long chord of which bears South 05°52'41" East, 75.12 feet) 79.96 feet to a 5/8 inch iron rod; thence South 28°59'19" West 98.60 feet to a 5/8 inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of 57°18'00"; thence along said curve to the right (the long chord of which bears South 57°38'19" West, 63.00 feet) 65.70 feet to a 5/8 inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle of 14°21'23"; thence along said curve to the left (the long chord of which bears South 79°06'37" East 126.86 feet) 127.19 feet to a point; thence leaving said Northerly right of way South 18°04'04" East 60.00 feet to a point on the Southerly right of way of said Malicot Road said point being the beginning of a 447.60 foot radius curve to the left having a central angle of 14°22'37"; thence along said Southerly

right of way (the long chord of which bears South 64°44'37" West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of 20°46'29"; thence along said curve to the right (the long chord of which bears South 67°56'34" West, 79.62 feet) 80.06 feet to a point on the Westerly line of said Baughman Donation Land Claim; thence South 00°50'59" West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, page 738.

EXCEPTING THEREFROM a tract of land located in the D. Baughman Donation Land Claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

BEGINNING at a half inch iron rod on the West line of the Baughman Donation Land Claim, said rod being South 00°50'59" West 1935.30 feet from a brass cap marking the Northwest corner of the Baughman Donation Land Claim; thence North 70°07'20" East 232.20 feet; thence North 31°57'00" West 34.80 feet to the beginning of a 238.00 foot radius non-tangent curve to the left and the True Point of Beginning; thence along said non-tangent curve to the left 45.91 feet through a central angle of 11°03'04" (chord bears North 60°52'12" East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of 38°28'36" (chord bears North 74°34'58" East 142.12 feet) to a point; thence South 86°10'44" East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of 34°29'13" (chord bears North 76°34'39" East 141.00 feet); thence North 18°00'59" West 198.30 feet; thence North 40°31'12" West 296.43 feet; thence North 26°12'57" West 135.00 feet; thence South 73°39'53" West 126.26 feet; thence South 27°26'26" West 93.57 feet; thence South 62°33'34" East 20.86 feet; thence South 27°26'26" West 37.03 feet; thence South 00°02'58" West 93.89 feet; thence South 72°28'58" West 32.45 feet; thence South 17°31'02" East 168.85 feet; thence North 72°28'58" East 10.64 feet; thence South 17°31'02" East 71.64 feet; thence North 72°28'58" East 27.30 feet; thence South 17°31'02" East 84.14 feet; thence South 72°28'58" West 47.82 feet; thence South 17°31'02" East 46.24 feet; thence South 31°57'00" East 0.83 feet to the Point of Beginning.  
Tax Account No. 02 07 02 0 0 0612 00

#### PARCEL II

A permanent Irrevocable easement, running with the land for the benefit of Parcel I described above, to use the surface and portion of the subsurface to a depth of 5 feet of the real property described as Parcel II attached hereto and made a part hereof, as is required solely for the continued and future operation of a golf course, and uses incidental to the operation of the Skamania Lodge, described as follows:

Being a tract of land in the D. Baughman Donation Land Claim in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod at the Southeast corner of that tract of land described in deed Book 108, page 887, Skamania County deed records, said iron rod also being on the Southerly right of way line of Foster Creek Road; thence along said right of way 73.68 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 10°30'04", the chord of which bears South 31°18'02" East, a distance of 73.57 feet to a 5/8 inch iron rod and the Point of Beginning; thence South 79°54'00" West 261.00 feet; thence North 52°53'13" West 100.00 feet; thence South 60°32'24" West 90.00 feet; thence South 19°17'10" East 195.00 feet; thence South 21°51'54" East 137.00 feet; thence South 54°56'03" East 116.00 feet; thence North 83°40'11" East 272.30 feet to a point on the Westerly right of way line of Rock Creek Road; thence along said right of way North 08°32'58" East 274.00 feet to a 5/8 inch iron rod at the intersection of said Westerly right of way and the Southerly right of way of Foster Creek Road; thence along said Southerly right of way 134.33 feet along the arc of a 402.00 foot radius curve to the right, having a central angle of 19°08'46", the chord of which bears North 46°07'27" West, a distance of 133.71 feet to a 5/8 inch iron rod; thence North 36°33'04" West 17.29 feet to the Point of Beginning.  
Tax Account No. 02 07 02 0 0 0614 00



PARCEL III also known as the Meadow

TOGETHER WITH an easement (characterized as a license) for use for the benefit of visitors to or guest of the lodge as granted by that agreement recorded in Book 206, page 859, over the following described property:

A tract of land located in the D. Baughman Donation Land Claim and the F. Iman Donation Land Claim, situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being a portion of a tract of land conveyed to Skamania County, Washington, by deed recorded in Book 27, page 39, of the Skamania County Deed Records, and being more particularly described as follows:

COMMENCING from a half inch iron rod as depicted on that certain Record of Survey recorded in Volume 3, pages 53 and 54, Survey Records, Skamania County, Washington, marking the Northeast corner of Columbia Gorge Park, recorded in Book B, page 55, Plat Records, Skamania County, Washington, said corner also being located in the line common to the D. Baughman and the F. Iman Donation Land Claims, being South 00°50'59" West 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman Donation Land Claim; thence North 70°07'20" East 232.20 feet to a point; thence North 31°57'00" West 34.60 feet to the True Point of Beginning; thence North 31°57'00" West 0.83 feet to a point; thence North 17°31'02" West 46.24 feet to a point; thence North 72°28'58" East 47.82 feet to a point; thence North 17°31'02" West 84.14 feet to a point; thence South 72°58'28" West 27.30 feet to a point; thence North 17°31'02" West 71.64 feet to a point; thence South 72°58'28" West 10.84 feet to a point; thence North 17°31'02" West 168.85 feet to a point; thence North 72°28'58" East 32.46 feet to a point; thence North 00°02'58" East 93.89 feet to a point; thence North 27°26'26" East 37.03 feet to a point; thence North 82°33'34" West 20.86 feet to a point; thence North 27°26'26" East 93.57 feet to a point; thence North 73°39'53" East 126.26 feet to a point; thence South 26°12'57" East 135.00 feet to a point; thence South 40°31'12" East 296.43 feet to a point; thence South 18°00'59" East 198.30 feet to the beginning of a 238.00 foot radius non-tangent curve to the right; thence along said non-tangent curve to the right 143.26 feet through a central angle of 34°29'13" (chord bears South 76°34'39" West 141.10 feet); thence North 86°10'44" West 90.69 feet to the beginning of a 215.65 foot radius curve to the left; thence along said curve to the left 144.82 feet through a central angle of 38°28'36" (chord bears South 74°34'58" West 142.12 feet) to a point of reverse curvature; thence along a 238.00 foot radius curve to the right 45.91 feet through a central angle of 11°03'04" (chord bears South 60°52'12" West 45.83 feet) to the True Point of Beginning.

Tax Account No. 02 07 02 0 0 3500 00

#### PARCEL IV

A tract of land located in the Baughman Donation Land Claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at an iron pipe marking the intersection of the East line of the said Section 2 with the division line between the Northeasterly and Southwesterly halves of the said Baughman Donation Land Claim; thence along said division line North 64°10' West a distance of 301.32 feet to the initial point of the tract hereby described; thence North 21°08' West 308.67 feet; thence South 47°21' West 226.46 feet to intersection with the said divisions line; thence South 64°10' East along the said division line 300 feet to the initial point.

Tax Account No. 02 07 02 4 1 0800 00