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Filed by: CHOICEPOINT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$42.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] ChoicePoint2 (720) 747-0904	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ChoicePoint2 3000 S. Jamaica Court Suite 150 Aurora, CO 80014	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Commonwealth Washington Operating, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1131 SW Skamania Lodge Way		CITY Skamania	STATE WA	POSTAL CODE 98648
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE
1g. ORGANIZATIONAL ID #, if any 3985277				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Mortgage Electronic Registration Systems, Inc., as nominee for Bear Stearns Commercial				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1595 Spring Hill Road, Suite 310		CITY Vienna	STATE VA	POSTAL CODE 22182

4. This FINANCING STATEMENT covers the following collateral:
See Rider A attached hereto and made a part hereof.

2-7-2-612 9-1-05
2-7-2-4-1-P00 5/11

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;

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	Commonwealth Washington Operating, Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

16. Additional collateral description:

14. Description of real estate:
**SEE RIDER A AND EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

RIDER A TO UCC

Debtor:

Commonwealth Washington Operating
Inc.

Secured Party:

Mortgage Electronic Registrations
Systems, Inc

All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the "Property"):

(a) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor which is used at or in connection with the Improvements (as defined in the Security Instrument) or the Land (as defined in the Security Instrument) or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(b) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Land or the Improvements, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, lighting fixtures, stoves, laundry machines, dry cleaning facilities, garbage disposals, washers and dryers), elevators, escalators, bars, bar fixtures, boilers, incinerators, conveyors, cabinets, lockers, electrical signs, call systems, brackets, shelving and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any

of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(c) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits (including, without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, radios, television sets, plants, floor cleaning, waxing and polishing equipment, vacuum cleaning systems, bulbs, bells, ash and fuel, icemakers, private telephone systems, medical equipment, liquor and other drink dispensers, dictating equipment, dining room wagons, keys or other entry systems, intercom and paging equipment, electric and electronic equipment, fittings, engines, dynamos, motors, switchboards, conduits, compressors, spotlighting equipment, golf carts, golf clubs, golf merchandise, golf maintenance equipment, and other customary hotel and golf equipment), and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Agreement and all proceeds and products of the above;

(d) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions, rental agreements, registration cards, golf club memberships and agreements, if any, or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, 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, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and, subject to the revocable license granted to Debtor pursuant to Section 1.2 hereof, all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements and all income, rents, room rates, issues, profits, revenues,

deposits, accounts and other benefits from the operation of the hotel and the golf course on the Land and/or the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms, golf course and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Land and/or Improvements, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the hotel, the golf course or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, golf club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Land and/or the Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(f) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(g) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(h) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(i) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;

(j) Agreements. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other

documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(k) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Property;

(l) Accounts Receivables. All right, title and interest of Debtor arising from the operation of the Land and the Improvements in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as "Accounts Receivable") including, without limiting the generality of the foregoing, (a) all accounts, contract rights, book debts, and notes arising from the operation of a hotel and the golf course on the Land and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (b) Debtor's rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (c) Debtor's rights in, to and under all purchase orders for goods, services or other property, (d) Debtor's rights to any goods, services or other property represented by any of the foregoing, (e) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor) and (f) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation (i) all accounts established pursuant to the Cash Management Agreement (as defined in the Loan Agreement) and (ii) all accounts established pursuant to the Lockbox Agreements (as defined in the Cash Management Agreement); together with all deposits or wire transfers made to the Lockbox Accounts (as defined in the Cash Management Agreement) or Cash Management Account (as defined in the Cash Management Agreement) and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(n) Monies Held. Debtor hereby pledges to Beneficiary any and all monies now or hereafter deposited by Debtor with Secured party that is held by Secured party or on behalf of Secured party, including, without limitation, any Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Agreement and the other Loan Documents.

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (m) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Pledge and Security Agreement.

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 78°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 246.28 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 56°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 Mallicot Road (60.00 foot right of way); thence along said Mallicot

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 44.69 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 34.60 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 93.69 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 10.64 feet to a point; thence North 17°31'02" West 168.85 feet to a point; thence North 72°28'58" East 32.45 feet to a point; thence North 00°02'58" East 93.69 feet to a point; thence North 27°26'26" East 37.03 feet to a point; thence North 62°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