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Attention: Malcolm K. Montgomery, Esq.
File #07664-00137



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Skagit County Auditor

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CHICAGO TITLE CO.

020004414

Document title(s): **Assignment of Leases and Rents (Washington)**

Reference number(s) of document(s) assigned or released (if applicable): N/A

Grantor(s)/Assignor(s): **PPR CROSS COURT LLC**, a Delaware limited liability company

Grantee(s)/Assignee(s): **ROYAL BANK OF CANADA**, as collateral agent for the Secured Parties
under the Term Loan Agreement dated August 21, 2009

Legal description (abbreviated): Parcels A and B in SE NE 6-34-4

Assessor's Tax Parcel Numbers: Parcel A - 340406-0-072-0011
Parcel B - 340406-0-097-0012

**THE SECURED PARTY (ASSIGNEE) DESIRES THIS ASSIGNMENT
TO BE INDEXED AGAINST THE RECORD OWNER OF
THE REAL ESTATE DESCRIBED HEREIN.**

**ASSIGNMENT OF LEASES AND RENTS
(WASHINGTON)**

THIS ASSIGNMENT OF LEASES AND RENTS (WASHINGTON) (this "**Assignment**") is dated as of August 21, 2009 by **PPR CROSS COURT LLC**, a Delaware limited liability company ("**Assignor**"), whose address is c/o The Macerich Company, 401 Wilshire Boulevard, Suite 700, Santa Monica, California 90401, to **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, "**Agent**") for the Secured Parties, as defined in the Loan Agreement (defined below), having an address at 200 Bay Street, 12th Floor, South Tower, Toronto, Ontario M5J 2J5 (Agent, together with any successor collateral agent appointed pursuant to Article VIII of the Loan Agreement, "**Assignee**").

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Term Loan Agreement dated as of August 21, 2009, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "**Loan Agreement**"), among Pacific Premier Retail Trust, a Maryland real estate investment trust (the "**Borrower**"), the Lenders party thereto, the Subsidiary Guarantors party thereto, Agent, and the other Secured Parties identified therein. As used herein, the following terms shall have the following meanings:

(a) "**Deed of Trust**": That certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Washington) dated as of even date herewith, from Assignor, as grantor, to Lawyers Title Insurance Corporation, a Nebraska corporation, as Trustee ("**Trustee**"), for the benefit of Assignee, as beneficiary, encumbering the Premises (defined below) and the other Mortgaged Property (defined below) as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(b) "**Event of Default**": An Event of Default under and as defined in the Loan Agreement.

(c) "**Indebtedness**": The Indebtedness as defined in the Deed of Trust.

(d) "**Leases**": All leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits, including, without limitation, all rights, easements, title, interest, benefits, privileges and franchises of Grantor in, to, under, or arising from any reciprocal easement agreements affecting the Mortgaged Property, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(e) "**Mortgaged Property**": The Mortgaged Property as defined in the Deed of Trust.

(f) "**Obligations**": All of the agreements, covenants, conditions, warranties, representations and other obligations of Assignor under the Loan Agreement and the other Loan Documents to which it is a party.

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(g) **"Premises"**: The fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Assignor (the **"Land"**), and all of Assignor's right, title and interest in and to all improvements now owned or hereafter acquired by Assignor, now or at any time situated, placed or constructed upon the Land.

(h) **"Rents"**: All of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, including, without limitation, all payments, rights and claims for payments under or in respect of any reciprocal easement agreements affecting the Mortgaged Property.

ARTICLE 2

ASSIGNMENT OF RENTS AND LEASES

Section 2.1 **Assignment.** Assignor hereby absolutely and unconditionally assigns as security, sells, transfers and conveys to Assignee and to Assignee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment intended as security and Assignee shall be entitled to all of the rights and benefits available under Rev. Code Wash. Chapter 7.28. So long as no Event of Default shall have occurred and be continuing, Assignor shall have a revocable license from Assignee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Assignor, the license herein granted shall automatically expire and terminate, without notice to Assignor by Assignee (any such notice being hereby expressly waived by Assignor to the extent permitted by applicable law). Upon the waiver of all Events of Default then existing (following receipt of any requisite consents from the Required Lenders, or all Lenders, as required by the Loan Agreement), the license granted by this Section 2.1 shall (except to the extent expressly provided in such waiver) be automatically reinstated without further action of the parties.

Section 2.2 **Perfection Upon Recordation.** Assignor acknowledges that Assignee has taken all actions necessary to obtain, and that upon recordation of this Assignment Assignee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of Assignor's right, title and interest in and to the Rents arising out of Assignor's right, title and interest in and to the Leases and all security for such Leases. Assignor acknowledges and agrees that upon recordation of this Assignment Assignee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Assignor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the **"Bankruptcy Code"**), without the necessity of commencing a foreclosure action with respect to the Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 2.3 **Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, Assignor and Assignee agree that (a) this Assignment shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Assignment extends to property of Assignor acquired before the commencement of a case



in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 2.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Assignor, Assignee, any tenant or any third party by purchase or otherwise.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Assignor warrants, represents and covenants to Assignee as follows:

Section 3.1 No Other Assignment. There is no existing assignment of Assignor's right, title and interest in and to the Leases or Rents and Assignor has not performed any act or executed any instrument, assignment or agreement which remains effective as of the date hereof, and there is no existing instrument, assignment or agreement to which Assignor is a party, which might prevent Assignee from exercising its rights under any of the terms and conditions of this Assignment or which would limit Assignee in such exercise in any material way. Assignor shall not (a) execute any assignment of the Leases or Rents to any Person other than Assignee and (b) perform any act or execute any instrument, assignment or agreement which might prevent Assignee from exercising its rights under any of the terms and conditions of this Assignment or which would limit Assignee in such exercise in any material way. Any of the foregoing acts done without the prior written consent of Assignee shall be null and void.

Section 3.2 Other Covenants. All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Notices. Any notice required or permitted to be given under this Assignment shall be given in accordance with Section 9.02 of the Loan Agreement.

Section 4.2 Covenants Running with the Land. All Obligations contained in this Assignment are intended by Assignor and Assignee to be, and shall be construed as, covenants running with the Land. As used herein, "Assignor" shall refer to the party named in the first paragraph of this Assignment and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Assignor.

Section 4.3 Attorney-in-Fact. After the occurrence and during the continuance of an Event of Default, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Assignor and in the name of Assignor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Assignee deems appropriate to protect Assignee's interest, if Assignor shall fail to do so within ten (10) days after written request by Assignee, (b) upon the issuance of a deed pursuant to the foreclosure of the Deed of Trust or exercise of any power of sale contained



therein or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases and, Rents in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Assignee's interests and rights in or to the Leases and Rents, and (d) to perform any obligation of Assignor hereunder; *provided, however*, that (1) Assignee shall not under any circumstances be obligated to perform any obligation of Assignor; (2) any sums advanced by Assignee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Assignee as such attorney-in-fact shall only be accountable for such funds as are actually received by Assignee; and (4) Assignee shall not be liable to Assignor or any other person or entity for any failure to take any action which it is empowered to take under this Section 4.3.

Section 4.4 **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignee, the other Secured Parties and Assignor and their respective successors and assigns. Assignor shall not, without the prior written consent of Assignee, assign any rights, duties or obligations hereunder.

Section 4.5 **No Waiver.** Any failure by Assignee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Assignee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 4.6 **Loan Agreement.** If any conflict or inconsistency exists between this Assignment and the Loan Agreement, the Loan Agreement shall govern.

Section 4.7 **Release or Reconveyance.** Upon payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Loan Agreement, Assignee, at Assignor's request and expense, shall release the liens and security interests created by this Assignment or assign the Leases and Rents to Assignor.

Section 4.8 **Waiver of Stay, Moratorium and Similar Rights.** Assignor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Assignment or the Indebtedness or Obligations secured hereby, or any agreement between Assignor and Assignee or any rights or remedies of Assignee or any other Secured Party.

Section 4.9 **Applicable Law.** The provisions of this Assignment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Assignment shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York) without regard to the conflicts of law provisions of such State.

Section 4.10 **Headings.** The Article, Section and subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.



Section 4.11 Severability. If any provision of this Assignment shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Assignment.

Section 4.12 Entire Agreement. This Assignment and the other Loan Documents embody the entire agreement and understanding between Assignor and Assignee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 4.13 Assignee as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action in accordance with the terms of the Loan Agreement, any related agency agreement among Agent and the other Secured Parties (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the "**Agency Documents**") and this Assignment. Assignor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Assignee shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation by Agent pursuant to the Agency Documents shall also constitute notice of resignation as Agent under this Assignment. Removal of Agent pursuant to any provision of the Agency Documents shall also constitute removal as Agent under this Assignment. Appointment of a successor Agent pursuant to the Agency Documents shall also constitute appointment of a successor Agent under this Assignment. Upon the acceptance of any appointment as Agent by a successor Agent under the Agency Documents, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Assignee under this Assignment, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Assignment and the Leases and Rents, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Assignment. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Assignment and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Assignment while it was Agent hereunder.

ARTICLE 5
LOCAL LAW PROVISIONS

Section 5.1. Non-Agricultural Use. The Premises are not used principally for agricultural or farming purposes, and Assignor so represents and warrants to Assignee and Trustee.

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IN WITNESS WHEREOF, Assignor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

ASSIGNOR:

PPR CROSS COURT LLC,
a Delaware limited liability company

By: Pacific Premier Retail Trust,
a Maryland real estate investment trust,
its sole member

By: _____
Name: Scott Kingsmore
Title: Senior Vice President



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ACKNOWLEDGMENT

State of California)

) SS

County of Los Angeles)

On August 7, 2009, before me, Carla Nelson, notary public, personally appeared Scott Kingsmore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carla Nelson
(Seal)



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EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises (Cross Court Plaza) located at 201 Cascade Mall Drive, Burlington, Washington 98233 :

PARCEL A

That portion of the Northeast Quarter of Section 6, Township 34 North, Range 4 East of the Willamette Meridian, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 6;
thence North 00°17'42" East along the East line of said subdivision a distance of 273.81 feet;
thence North 89°42'21" West a distance of 50.00 feet to the intersection of the West line of that certain tract of land conveyed to the City of Burlington, under Auditor's File No. 8604020016, records of Skagit County, Washington (hereafter known as the City Tract) being Burlington Boulevard (formerly known as Garl Street) and the true point of beginning;
thence continue North 89°42'21" West a distance of 81.95 feet;
thence North 76°11'58" West a distance of 25.81 feet;
thence North 89°42'21" West a distance of 145.00 feet;
thence South 00°17'42" West a distance of 168.00 feet;
thence South 24°05'48" East a distance of 27.67 feet;
thence South 00°17'42" West a distance of 25.50 feet to the intersection of the South line of Tract 2, as per boundary line adjustment recorded in Volume 10 of Surveys, pages 51 and 52, under Auditor's File No. 9007100003, records of Skagit County, Washington;
thence South 88°50'37" East, along said South line a distance of 222.53 feet to a point of curvature to the left,
thence along the arc of said curve to the left having a radius of 29.50 feet through a central angle of 37°39'38" an arc distance of 19.39 feet to the intersection of the West right-of-way margin of said City Tract;
thence North 00°17'42" East along the West line of said City Tract a distance of 210.15 feet to the true point of beginning.

(Also known as Parcel A of that Survey recorded in Volume 11 of Surveys, pages 122 and 123, under Auditor's File No. 9107100065, records of Skagit County, Washington.)

Situated in Skagit County, Washington

PARCEL B

That portion of the Northeast Quarter of Section 6, Township 34 North, Range 4 East of the Willamette Meridian, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 6;
thence North 00°17'42" East along the East line of said subdivision a distance of 657.12 feet to a point that is 10.00 feet South as measured at right angles to the North line of the South Half of the Southeast Quarter of said Northeast Quarter of Section 6;
thence North 88°59'14" West, parallel with said North line a distance of 69.75 feet to the intersection of the West line of that certain tract of land conveyed to the City of Burlington under Auditor's File No. 8604020016, records of Skagit County, Washington (hereafter known as the City Tract) being Burlington Boulevard (formerly known as Garl Street), said intersection being the true point of beginning;
thence continuing North 88°59'14" West a distance of 540.05 feet;



EXHIBIT A

LEGAL DESCRIPTION, continued

PARCEL B, continued:

thence South 01°00'46" West a distance of 29.00 feet;
thence South 01°24'07" East a distance of 23.02 feet;
thence South 01°00'46" West a distance of 125.00 feet;
thence North 88°59'14" West a distance of 10.83 feet;
thence South 01°00'46" West a distance of 167.17 feet;
thence South 88°59'14" East a distance of 6.33 feet;
thence South 01°00'46" West a distance of 44.22 feet;
thence North 50°37'51" East a distance of 165.79 feet;
thence South 00°17'42" West a distance of 93.34 feet;
thence South 89°42'21" East a distance of 51.97 feet;
thence South 00°17'42" West a distance of 225.57 feet to the intersection of the South line of Tract 2 of the boundary line adjustment recorded in Volume 10 of Surveys, pages 51 and 52, under Auditor's File No. 9007100003, records of Skagit County, Washington;
thence South 88°50'37" East along said South line a distance of 147.96 feet;
thence North 00°17'42" East a distance of 25.50 feet;
thence North 24°05'48" West a distance of 27.67 feet;
thence North 00°17'42" East a distance of 168.00 feet;
thence South 89°42'21" East a distance of 145.00 feet;
thence South 76°11'58" East a distance of 25.81 feet;
thence South 89°42'21" East a distance of 81.95 feet to the Westerly margin of said City Tract;
thence North 00°17'42" East along said Westerly margin a distance of 364.19 feet to a point of curvature to the left;
thence along the arc of said curve to the left, having a radius of 20.00 feet through a central angle of 89°16'56" an arc distance of 31.17 feet to the true point of beginning;

(Also known as Parcel B of that survey recorded in Volume 11 of Surveys, pages 122 and 123, under Auditor's File No. 910710065, records of Skagit County, Washington.)

Situated in Skagit County, Washington

PARCEL C:

An easement for ingress, egress, and parking as described in that certain easement dated August 1, 1991, between Dayton Hudson Corporation and Winmar Cascade, Inc., recorded August 1, 1991, under Auditor's File No. 9108010068, records of Skagit County, Washington.

Situated in Skagit County, Washington

