

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

200912310076
Skagit County Auditor

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A. NAME & PHONE OF CONTACT AT FILER (optional) Nancy Lemonik 405-236-0003
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Anderson, McCoy & Orta 100 N. Broadway, Suite 2600 Oklahoma City, OK 73102 Loan No. 14-0205782 File No. 235.418

CHICAGO TITLE CO.

620007369

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 Highland Two, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 6611 82nd S.E.		CITY Mercer Island	STATE WA	POSTAL CODE 98040
1d. TAX ID #: SSN OR EIN 91-1704137		1e. TYPE OF ORGANIZATION limited liability company		1f. JURISDICTION OF ORGANIZATION Delaware
ADD'L INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID #, if any		<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. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
ADD'L INFO RE ORGANIZATION DEBTOR		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 Wells Fargo Bank, N.A.*				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Wells Fargo Bank, N.A. 1320 Willow Pass Road, Suite 300		CITY Concord	STATE CA	POSTAL CODE 94520
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

***Full name of Secured Party: Wells Fargo Bank, N.A., as Trustee for the Registered Holders of the Cobalt CMBS Commercial Mortgage Trust 2007-C2, Commercial Mortgage Pass-Through Certificates Series 2007-C2**

3746-000-009-0202/P53847

PTN. TR. 9, PLAT OF MOUNT VERNON ACREAGE

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)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FOR RECORDING WITH SKAGIT COUNTY RECORDER

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

Highland Two, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ 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

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

14. Description of real estate:

See Exhibit A attached to Schedule A
attached hereto

16. Additional collateral description:

See Schedule A

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



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EMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The Property is located in Skagit County, Washington, King County Washington, and Cowlitz County Washington, and is legally described as follows:

Tract A:

PARCEL A:

The West 168 feet of Tract 9, PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASHINGTON, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, and the North 29.5 feet of the East 100 feet of the West 268 feet of said Tract 9, Plat of Mount Vernon Acreage.

Situated in Skagit County, Washington.

PARCEL B:

A non-exclusive easement for ingress and egress over and across the North 30 feet of the West 168 feet and across the East 30 feet of the West 168 feet of Tract 8, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, as described in instrument recorded April 1, 1977, under Auditor's File No. 853753, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL C:

A non-exclusive easement for vehicular and pedestrian ingress, egress, parking and access over and upon the drive aisle portions of Tracts B and C, City of Mount Vernon Short Plat No. MV-26-76, approved September 10, 1976, recorded September 23, 1976 in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161, records of Skagit County, Washington and being a portion of Tracts 9 and 10, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington as disclosed by instrument recorded September 22, 2004, under Auditor's File No. 200409220116, records of Skagit County, Washington.

Situated in Skagit County, Washington

TRACT B:

All of Block 113 as shown by the recorded plat of Longview No. 11 on file at the office of the Auditor of Cowlitz County, Washington, excepting the North portion described as follows:



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Beginning at the intersection of the Southwesterly line of Olympia Way with the Easterly line of 16th Avenue as shown by the recorded plat of Longview No. 11; thence South 27° 34' 31" East along the Southwesterly line of Olympia Way 13.56 feet to the True Point of Beginning of this description; thence continuing Southeasterly along the Southwesterly line of Olympia Way 93.24 feet to an intersection with a line that is 10 feet South and parallel to the Southeast wall of the Chamber of Commerce building; thence South 65° 18' 55" West 50.97 feet, more or less, to an intersection with a line that is parallel to and 25 feet Southerly from the Southerly wall of the Chamber of Commerce building; thence North 74° 58' West 35 feet, more or less, to an intersection with the Easterly line of 16th Avenue; thence North 15° 02' East along the Easterly line of 16th Avenue 99.4 feet; thence on a curve to the right having a radius of 5 feet to the True Point of Beginning of this description.

TOGETHER WITH an easement for vehicular and pedestrian ingress and egress and vehicular parking as described under Auditor's File No. 3322795.

TRACT C:

Lots 12 and 13 and the North 15 feet of Lots 14 and 15, Block 2, A. W. Denny's Admiralty Heights, according to the plat thereof recorded in Volume 21 of Plats, page(s) 32, in King County, Washington.



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SCHEDULE A

The following property, rights, interests and estates now owned, or hereafter acquired, by Debtor (collectively, the "Property"):

(a) the real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(b) any and all buildings, structures and other improvements now or hereafter erected, constructed, placed or located on the Land including, without limitation, fixtures, tenements, attachments, appliances, equipment, building systems, machinery, and other articles now or hereafter attached to or used in connection with said buildings, structures and other improvements (collectively, the "Improvements"), and any and all additions to, substitutions for or replacements of such Improvements and such Land and all interests, estates or other claims, both in law and equity, which Debtor now has or may hereafter acquire in the Land or the Improvements, including, without limitation, all right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Land or the Improvements;

(c) all easements, tenements, hereditaments, appurtenances, rights-of-way and rights now owned or hereafter acquired by Debtor used or useful in connection with, or located on, under or above all or any part of, the Land or as a means of access thereto, including, without limitation, all rights pursuant to any trackage agreement; all rights to the nonexclusive use of common drive entries; all oil and gas and other hydrocarbons; all minerals, crops, timber and other emblements; water, groundwater, water rights and shares of stock evidencing the same; any and all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land; and any and all sidewalks, vaults, alleys and strips and gores of land adjacent to or used in connection with the Land (collectively, the "Appurtenances");

(d) all leasehold estate, right, title and interest of Debtor in and to all written and oral leases, subleases, subtenancies, licenses, franchises, usufructs, occupancy agreements and other agreements affecting all or any portion of the Property or the Improvements or the use or occupancy thereof, now or hereafter existing or entered into, whether before or after any proceeding is instituted by or against Debtor under 11 U.S.C. § 101 et seq., as amended (the "Bankruptcy Code"), including, without limitation, extensions, renewals and subleases (all of the foregoing, individually, a "Lease" and collectively, "Leases"), and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, prepaid or advance rentals, and deposits or payments of similar nature which are hereby specifically assigned, transferred and set over to Secured Party, including, without limitation, all rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including, without



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limitation, accounts receivable, of, accruing to or derived from such Leases and from the renting, leasing or bailment of improvements and equipment, including, without limitation, any payments made by tenants under Leases in Connection with the termination of any Lease and all oil, gas and other mineral rights, royalties and profits, whether paid or accruing before or after any proceeding is instituted by or against Debtor under the bankruptcy Code (all of the foregoing, collectively, "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 Secured Obligations (defined below) and all lease guaranties, letters of credit and any other supporting obligation for any of the Leases (collectively, "Lease Guaranties") given by any guarantor in connection with any of the Leases, and all rights, powers, privileges options and other benefits of Debtor as lessor under the Leases and beneficiary under Lease Guaranties

(e) all the estate, interest, right, title, other claim or demand, both in law and in equity, including, without limitation, claims or demands with respect to the proceeds of and any unearned premiums on insurance policies in effect with respect to the Property, which Debtor now has or may hereafter acquire in 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, and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

(f) all goods, chattels, construction materials, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Debtor, including, without limitation, improvements including, without limitation, furnaces, steam boilers, hot water boilers, oil burners, pipes, radiators, air conditioning and sprinkling systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets, and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, fittings and fixtures of every kind, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Property and Improvements, whether or not any of such personal property is now or becomes a Fixture (defined below), including, without limitation, any and all licenses, permits or franchises used or required in connection with such use, occupancy or operation, together with any and all additions, replacements or substitutions thereto, thereof or therefor, as well as the proceeds thereof or therefrom regardless of form (hereinafter sometimes together referred to as the "Personal Property; such Personal Property shall include, without limitation, all Accounts, Documents, Instruments, Chattel Paper, Goods, Equipment, General Intangibles, Fixtures and Inventory, as those terms are defined in the Uniform Commercial Code of the State where the Property is located);

(g) all plans and specifications, contracts and subcontracts for the construction of any Improvements, density rights, bonds, permits and other development or use entitlements, licenses, guarantees, warranties, causes of action, claims, condemnation proceeds, profits, security deposits, utility deposits, governmental agency fees and deposits and refunds thereof,



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refunds of taxes or insurance premiums, policies, claims and proceeds of insurance, claims and proceeds arising from condemnation, vehicles, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof;

(h) all monies deposited by Debtor, or deposited on behalf of Debtor, with any City, County, public body or agency, irrigation, sewer or water district or company, and any other body or agency, for the installation, or to secure the installation, of any utility pertaining to the Property;

(i) all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (each, a "Governmental Agency") or (ii) any insurance or utility company relating to any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

(j) all refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

(k) all monies deposited by Debtor with or for the benefit of Secured Party pursuant to any reserve, escrow or cash collateral agreements executed by Debtor in favor of Secured Party;

(l) contract rights, accounts receivable, management agreements, business records;

(m) all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein:

(The Property does not include any equipment, inventory, furniture, furnishings or trade fixtures owned and supplied by tenants of the Property, except to the extent of Debtor's landlord's lien (if any) therein, and except as same may become the property of Debtor as landlord under the terms of their respective Leases.)



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