



AFTER RECORDING RETURN TO:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: William P. McInerney, Esq.

GUARDIAN NORTHWEST

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ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS
(WASHINGTON)

GRANTOR: ART MORTGAGE BORROWER PROPCO 2013 LLC
GRANTEE: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Abbreviated Legal Description:

LOTS 4 THROUGH 10, BLOCK 105, "AMENDED PLAT OF BURLINGTON,
SKAGIT COUNTY, WASH.

Full legal description is on Exhibit A, Pages A-1 through A-4 attached hereto.

Assessor's Property Tax Parcel or Account Numbers: 4076-105-011-0005 (P71994), 4076-111-
008-0008 (P72012), 4076-110-017-0009 (P72010), 4076-111-008-0100 (P85137), 4076-112-020-
0000 (P72013), 4076-114-010-0008 (P72025) and 4076-115-026-0007 (P72033)

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

THIS ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS (WASHINGTON), dated as of May 1, 2013 (together with all amendments and supplements, this "Assignment"), is from ART MORTGAGE BORROWER PROPCO 2013 LLC, a Delaware limited liability company ("Borrower"), having an address at 10 Glenlake Parkway, South Tower, Suite 800, Atlanta, Georgia 30328, to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 (together with its respective successors and assigns, "Lender"), as assignee.

W I T N E S S E T H:

WHEREAS, Borrower is the owner of that certain parcel or parcels of real property more particularly described in Exhibit A attached hereto and made a part hereof and the improvements thereon and commonly known as 301 South Walnut, Burlington, Washington 98233, together with all buildings, structures, foundations, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and/or improvements now or hereafter being a part thereof (the "Property");

WHEREAS, in accordance with the terms of a Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, renewed, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Lender, Borrower, and the other entity signatory thereto as borrower (the "Co-Borrower"), as borrower, Lender is making a loan to Borrower and Co-Borrower in the principal amount of TWO HUNDRED TWENTY MILLION AND NO/100 DOLLARS (\$220,000,000.00) (the "Loan"), which Loan is evidenced by that certain Promissory Note A-1 of even date herewith in the principal amount of ONE HUNDRED TEN MILLION AND NO/100 DOLLARS (\$110,000,000.00) made by Borrower and Co-Borrower, as payee (as the same may hereafter be amended, restated, replaced, renewed, extended or otherwise modified from time to time, "Note A-1") and that certain Promissory Note A-2 of even date herewith in the principal amount of ONE HUNDRED TEN MILLION AND NO/100 DOLLARS (\$110,000,000.00) made by Borrower and Co-Borrower, as maker, in favor of Lender, as payee (as the same may hereafter be amended, restated, replaced, renewed, extended or otherwise modified from time to time, "Note A-2"; Note A-2 together with Note A-1 are hereinafter collectively referred to as, the "Note") and secured by the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Washington) dated as of even date herewith (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the "Security Instrument"), by Borrower, as grantor, to First American Title Insurance Company, as trustee, for the benefit of Lender, as beneficiary, with respect to the Property, and the other Loan Documents;

WHEREAS, as a condition to making the Loan, Lender has required that Borrower deliver this Assignment for the benefit of Lender; and

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WHEREAS, the foregoing recitals are intended to form an integral part of this Assignment.

NOW, THEREFORE, in consideration of the Loan, the foregoing premises, Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

Section 1. Definitions (a) The following terms shall have the meaning ascribed thereto:

"Assignment" shall have the meaning provided in the first paragraph.

"Borrower" shall have the meaning provided in the first paragraph.

"Fixtures" shall have the meaning provided in the Security Instrument.

"Leases" shall have the meaning provided in the Security Instrument.

"Lender" shall have the meaning provided in the first paragraph.

"Loan" shall have the meaning provided in the Recitals.

"Loan Agreement" shall have the meaning provided in the Recitals.

"Obligations" shall have the meaning provided in the Security Instrument.

"Property" shall have the meaning provided in the Recitals.

"Rents" shall have the meaning provided in the Security Instrument.

(b) Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement, unless otherwise expressly provided herein. All references to Recitals and Sections shall be deemed to be references to Recitals and Sections of this Assignment, unless otherwise indicated. Each Recital to this Assignment is by this reference incorporated in this Assignment.

Section 2. Assignment. (a) As security for the payment of the Indebtedness and the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally assigns, transfers and sets over unto Lender, subject to the terms hereof, all of the right, title and interest of Borrower in and to all Leases and Rents.

(b) This Assignment is an absolute, present and irrevocable assignment made for the purpose of securing (i) the payment and performance by Borrower of all Obligations; (ii) the payment of all sums with interest thereon becoming due and payable to Lender under this Assignment; and (iii) the performance and discharge of each and every obligation, covenant, representation, warranty, indemnity and agreement of Borrower under this Assignment.

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Section 3. License to Collect Rent. (a) At all times other than during the continuance of an Event of Default and subject to the provisions of Section 3.1 of the Loan Agreement, Lender has granted Borrower a license to cause the Rents to be collected and deposited in the Collection Account or the Cash Management Account in accordance with the terms of Section 3.1 of the Loan Agreement. The foregoing license granted to Borrower shall be revocable upon the occurrence of an Event of Default but shall be automatically reinstated upon the cure thereof.

(b) Any time during the continuance of an Event of Default, Lender, without in any way waiving such Event of Default, at its option and without regard to the adequacy of the security for Obligations and the other obligations secured hereby and by any other Loan Document, either in person or by agent or by a receiver appointed by a court, may enter upon and take possession of the Property and all books, records and accounts pertaining 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 Lender may dispose of Borrower and its agents and servants from the Property without liability for trespass, damages or otherwise. At any time during the continuance of an Event of Default, Lender, with or without taking possession of the Property, may, to the extent not prohibited by applicable Legal Requirements, demand, sue for or otherwise collect and receive all Rents, including any Rent past due and unpaid, and apply such Rents to the payment of: (i) all reasonable out-of-pocket expenses of managing the Property, including, without limitation, the reasonable salaries, fees and wages of any manager or managing agent and such other employees of Lender as Lender may deem necessary in Lender's sole and absolute but reasonable discretion and all expenses of operating and maintaining the Property, including, without limitation, all rents, taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance required under the Loan Agreement which are due and payable and the cost of all alterations, renovations, repairs or replacements for the Property, the fees and expenses provided for under the Management Agreement, and all reasonable out-of-pocket expenses incident to taking and retaining possession and managing the Property, including, without limitation, reasonable attorneys' fees and disbursements; and (ii) the Obligations.

(c) The exercise by Lender of the right to collect the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under this Assignment or any other Loan Document. Borrower agrees that the exercise by Lender, of one or more of its rights and remedies hereunder shall in no way be deemed or construed to make Lender a mortgagee-in-possession unless and until such time as Lender takes actual possession of the Property.

Section 4. No Other Assignment. (a) Borrower represents and warrants that (i) there is no outstanding assignment of the Leases by Borrower and/or outstanding assignment of Rents by Borrower, except for this Assignment and the Security Instrument or as otherwise expressly permitted under the Loan Agreement; and (ii) Borrower has not performed any act or executed any instrument, assignment or agreement, and there is no existing instrument, assignment or agreement, which might prevent Lender from exercising its rights under any of the terms and conditions of this Assignment or which would limit Lender in such exercise.

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(b) Borrower shall not (i) execute any assignment of the Leases or Rents to any person other than Lender, except as permitted under the Loan Agreement; or (ii) perform any act or execute any instrument, assignment or agreement which might prevent Lender from exercising its rights under any of the terms and conditions of this Assignment or which would limit Lender in such exercise. Any of the foregoing acts done without the prior written consent of Lender shall be null and void.

Section 5. Covenants. Borrower will duly perform, observe and comply with all of the affirmative and negative covenants, agreements and obligations to be performed, observed and complied with by Borrower, and all of the other terms and conditions applicable to Borrower, under the terms of Section 8.8 of the Loan Agreement and Section 3 and Section 4 of the Security Instrument as if each such covenant, agreement, obligation, term and condition were expressly set forth herein in full.

Section 6. No Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property or any portion thereof or any other act or omission of Lender either in collecting the Rents or, if Lender shall have taken possession of the premises described in the Leases and/or the Security Instrument, in managing such premises after any Event of Default and during the continuance of such Event of Default, unless such loss is caused by the gross negligence or willful misconduct of Lender, its employees, officers, agents or representatives. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Borrower shall, and does hereby agree to, indemnify Lender for, and hold Lender harmless prior to the time that Lender or any Affiliate, nominee or designee of Lender becomes a mortgagee-in-possession or owner of the Property or otherwise takes possession of the Property or otherwise assumes performance under a Lease, following and during the continuance of an Event of Default from, any and all liability, loss or damage that Lender may incur as a result of or related to said Leases or under or by reason of this Assignment and the exercise of its remedies hereunder and under the other Loan Documents and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases; provided, that Borrower shall not be liable for any liability, loss or damage to the extent that the same arises (x) by reason of gross negligence or willful misconduct of Lender (including any willful breach by Lender of its obligations under this Assignment, the Security Instrument or any other Loan Document) or (y) after Lender or any agent or successor thereof or any holder of the Note or any receiver takes title to or possession of the Property. Subject to the foregoing, should Lender incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs and expenses and reasonable attorneys' fees and expenses actually incurred, shall be secured hereby, and Borrower shall reimburse Lender therefor within five (5) days of demand, and upon the failure of Borrower to do so Lender may, at its option, exercise Lender's remedies under the Security Instrument as the same relates to the Property. It is further understood that unless and until Lender or its Affiliate, nominee or designee shall become a mortgagee-in-possession or the owner of the Property, or

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any portion thereof, or otherwise takes possession or control of the Property, or any portion thereof or otherwise assumes performance under a Lease, following an Event of Default, this Assignment shall not operate to place responsibility upon Lender for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the Tenants or any other third parties, or for any dangerous or defective condition of such premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger other than any of the foregoing arising from the gross negligence or willful misconduct of Lender, its employees, officers, agents, representatives or invitees.

Section 7. Tenant Notices. Borrower hereby authorizes and directs all current and future Tenants, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instrument and that an Event of Default exists thereunder or under any other Loan Document, to pay over to Lender, to the extent not prohibited by applicable Legal Requirements, all Rents and to continue so to do until otherwise notified by Lender.

Section 8. Miscellaneous.

(a) **Assignments by Lender.** No consent by Borrower shall be required for any assignment or reassignment of the rights of Lender under this Assignment to any purchaser of the Loan or any interest in or portion of the Loan in accordance with the Loan Documents.

(b) **No Release.** Lender may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

(c) **Conflicts.** In the event that any terms or provisions of this Assignment and the Loan Agreement conflict, the terms and provisions of the Loan Agreement shall control.

(d) **Non-Recourse.** Recourse to the Borrower with respect to any claims arising under or in connection with this Assignment shall be limited to the extent provided in Section 18.1 of the Loan Agreement and the terms, covenants and conditions of Section 18.1 of the Loan Agreement are hereby incorporated by reference as if fully set forth in this Assignment.

(e) **Expenses.** Borrower shall pay to Lender and/or Lender's counsel, on demand, from time to time, all reasonable, out-of-pocket costs and expenses of Lender, including, without limitation, reasonable attorneys' fees and disbursements, in any way relating to the enforcement of this Assignment in connection with an Event of Default, protection or preservation of the rights or remedies of Lender under this Assignment or any other Loan Document.

(f) **Further Assurances.** Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions,

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reasonably required by Lender from time to time to confirm the rights created or now or hereafter intended to be created under this Assignment and the other Loan Documents and any security interest created or purported to be created thereunder, to protect and further the validity, priority and enforceability of this Assignment and the other Loan Documents, to subject to the Loan Documents any property of Borrower intended by the terms of any one or more of the Loan Documents to be encumbered by the Loan Documents, or otherwise carry out the purposes of the Loan Documents and the transactions contemplated thereunder; provided that, Borrower shall not be required to execute or acknowledge any document or take any action that materially increases the obligations or liabilities, or materially reduces the rights or remedies, of Borrower, Co-Borrower or Guarantor hereunder or under any of the other Loan Documents.

(g) Notices. Except as otherwise required by applicable law, any notice, election, request or demand which by any provision of this Assignment is required or permitted to be given or served hereunder shall be in the manner required for the delivery of notices pursuant to the Loan Agreement.

(h) Entire Agreement. This Assignment and the other Loan Documents constitute the entire and final agreement between Borrower and Lender with respect to the subject matter hereof and may only be changed, amended, modified or waived by an instrument in writing signed by Borrower and Lender.

(i) No Waiver. No waiver of any term or condition of this Assignment, whether by delay, omission or otherwise, shall be effective unless in writing and signed by the party sought to be charged, and then such waiver shall be effective only in the specific instance and for the purpose for which given. No notice to, or demand on, Borrower shall entitle Borrower to any other or future notice or demand in the same, similar or other circumstances. A waiver of one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of any of Lender's rights and remedies under any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Lender to collect the Obligations or any amounts secured hereby and to enforce any other security therefor held by it, and said rights and remedies may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(j) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and permitted assigns.

(k) Captions. All paragraph, section, exhibit and schedule headings and captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Assignment.

(l) Severability. The provisions of this Assignment are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part, then

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such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and not any other clause or provision of this Assignment.

(m) GOVERNING LAW. THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY AND FIXTURES (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED, (II) THE UNIFORM COMMERCIAL CODE (the "UCC") AS ADOPTED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA SHALL GOVERN THE CREATION OF SECURITY INTERESTS BY THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS IN PROPERTY (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS) IN RESPECT OF WHICH THE CREATION OF SECURITY INTERESTS IS COVERED BY ARTICLE 9 OF THE UCC AS ADOPTED IN NEW YORK, EXCLUDING FIXTURES, AND (III) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE NOTE, AND THIS ASSIGNMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE. BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF

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THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, AND BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER CONSENT TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON BORROWER AND LENDER IN THE MANNER AND AT THE ADDRESS SPECIFIED FOR NOTICES IN THE LOAN AGREEMENT. BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER HEREBY WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

(n) JURY TRIAL WAIVER. BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER BORROWER OR LENDER, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION, THEREOF OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS ASSIGNMENT (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER HEREBY AGREE AND CONSENT THAT AN ORIGINAL COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT HERETO TO THE WAIVER OF ANY RIGHT TO TRIAL BY JURY. BORROWER AND (BY ACCEPTING THIS ASSIGNMENT) LENDER ACKNOWLEDGE THAT THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGE THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR THE MAKING OF THE LOAN. THIS WAIVER SHALL SURVIVE THE REPAYMENT OF THE LOAN.

(o) Counterclaims and Other Actions. Borrower hereby expressly and unconditionally waives any and every right it may have to (i) interpose any counterclaim in connection with any suit, action or proceeding brought by Lender on this Assignment (other than a counterclaim which can only be asserted in the suit, action or proceeding brought by Lender on this Assignment and cannot be maintained in a separate action) and (ii) have any suit, action or proceeding brought by Lender on this Assignment consolidated with any other or separate suit, action or proceeding.

(p) Termination of Assignment. Upon payment of the Indebtedness (as defined in the Loan Agreement) in full in accordance with the terms and provisions of the Loan

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Documents, this Assignment shall become void and of no effect and Lender shall deliver all documents reasonably requested by Borrower to evidence same.

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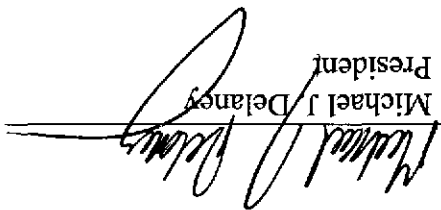
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**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

**IN WITNESS WHEREOF, Borrower has duly executed this Assignment as of the
date first hereinabove written.**

BORROWER:

**ART MORTGAGE BORROWER PROPCO
2013 LLC, a Delaware limited liability company**

By: 
Name: Michael J. Delaney
Title: President



ACKNOWLEDGEMENT

STATE OF GEORGIA
COUNTY OF FULTON
)
) ss.
)

I certify that I know or have satisfactory evidence that Michael J. Delaney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of ART Mortgage Borrower Propco 2013 LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



Dated: May 1, 2013.
(Signature) G. Elizabeth Magee
(Name legibly printed or stamped) G. Elizabeth Magee
Notary Public in and for the state of Georgia, residing at Deatur, Dekalb Co.
My appointment expires: March 5, 2017

G Elizabeth Magee
Notary Public
DeKalb County, Georgia
My Commission Expires 03/05/2017



EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Burlington, County of Skagit, State of Washington, described as follows:

PARCEL "A":

LOTS 4 THROUGH 10, BLOCK 105, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO, THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF WALNUT STREET, 50 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACT OF THE GREAT NORTHERN RAILWAY COMPANY, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTERLINE, 61.90 FEET; THENCE NORTH 80°27'22" WEST 55.25 FEET, MORE OR LESS, TO THE EASTERLY LINE OF WALNUT STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF WALNUT STREET AND SAID EASTERLY LINE EXTENDED SOUTHERLY 27.91 FEET TO THE POINT OF BEGINNING.

ALSO, ALL THAT PORTION OF THE NORTH ½ OF VACATED VERNON AVENUE, LYING BETWEEN THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCELS AND THE CENTERLINE OF SAID VACATED VERNON AVENUE.

PARCEL "B":

LOT 17, BLOCK 110, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE WEST ½ OF VACATED ALDER STREET ADJOINING.

ALSO, TOGETHER WITH THE NORTH ½ OF VACATED GREENLEAF AVENUE ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL "C":

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LOTS 1 THROUGH 6 AND LOTS 8 THROUGH 17, BLOCK 111, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH ½ OF VACATED VERNON STREET ADJOINING.

ALSO, TOGETHER WITH THE EAST ½ OF VACATED ALDER STREET ADJOINING.

AND, ALSO, TOGETHER WITH THE NORTH ½ OF VACATED GREENLEAF AVENUE ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL "D":

LOTS 1 THROUGH 20, BLOCK 112, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTH ½ OF VACATED VERNON STREET ADJOINING.

ALSO, TOGETHER WITH THE VACATED ALLEY RUNNING EAST AND WEST THROUGH SAID BLOCK 112, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL "E":

LOTS 1 THROUGH 10, BLOCK 114, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH ½ OF VACATED GREENLEAF AVENUE ADJOINING.

ALSO, TOGETHER WITH THE EAST ½ OF VACATED ALDER STREET ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF

LAW.

PARCEL "F":

LOTS 1 THROUGH 11 AND LOTS 16 THROUGH 26, BLOCK 115 "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH ½ OF VACATED GREENLEAF AVENUE ADJOINING.

ALSO, TOGETHER WITH THE WEST ½ OF VACATED ALDER STREET ADJOINING LOT 1.

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AND, ALSO, TOGETHER WITH THE VACATED ALLEY ADJOINING LOTS 1 THROUGH 10 AND LOTS 17 THROUGH 26, INCLUSIVE, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL "G":

PARCEL "1":

THAT PORTION OF THE 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE & NORTHERN RAILWAY COMPANY (NOW THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY), BY DEED RECORDED JANUARY 10, 1890, IN VOLUME 9 OF DEEDS, PAGE 295, SAID 100 FEET BEING 50.0 FEET WIDE ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID RAILWAY PARCEL WITH THE WEST LINE OF WALNUT STREET; THENCE NORTH 1 DEGREE 33'28" EAST, 28.01 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 25 FEET OF SAID 100 FOOT WIDE RAILWAY PARCEL; THENCE SOUTH 64 DEGREES 44'38" WEST ALONG SAID NORTHWESTERLY LINE 760.05 FEET TO A POINT ON A LINE DRAWN SOUTHEASTERLY AT RIGHT ANGLES THROUGH SURVEY STATION 1047+00 ON THE CENTERLINE OF SAID RAILWAY PARCEL; THENCE SOUTH 25 DEGREES 15'22" EAST, 25.00 FEET ALONG SAID LINE DRAWN SOUTHEASTERLY AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID RAILWAY PARCEL; THENCE NORTH 64 DEGREES 44'38" EAST, 747.41 FEET ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL "2":

THAT PORTION OF THE 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE & NORTHERN RAILWAY COMPANY (NOW THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY), BY DEED RECORDED JANUARY 10, 1890 IN VOLUME 9 OF DEEDS, PAGE 295, SAID 100 FEET BEING 50.0 FEET WIDE ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRIANGULAR SHAPED PORTION OF THE ABOVE REFERENCED SUBDIVISION DESCRIBED ON DEED RECORDED DECEMBER 20, 1966 AS AUDITOR'S FILE NO. 692359 IN VOLUME 360 OF

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DEEDS, PAGE 484, THENCE SOUTH 88 DEGREES 27'22" EAST, ALONG THE NORTH LINE OF SAID TRIANGULAR PARCEL, 55.25 FEET TO THE SOUTHEASTERLY LINE OF SAID RAILWAY PARCEL; THENCE NORTH 64 DEGREES 44'38" EAST, ALONG SAID SOUTHEASTERLY LINE 157.53 FEET TO A POINT BEING 25.00 FEET SOUTHERLY, AS MEASURED RADIAL FROM SAID RAILWAY COMPANY'S WYE TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 6 DEGREES 46'43" EAST, 434.28 FEET; THENCE WESTERLY, PARALLEL WITH AND 25.00 FEET SOUTHERLY OF SAID WYE TRACK CENTERLINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 58'39", AN ARC DISTANCE OF 83.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 739.49 FEET; THENCE WESTERLY, PARALLEL WITH AND 25.00 FEET SOUTHERLY OF SAID WYE TRACK CENTERLINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7 DEGREES 30'00", AN ARC DISTANCE OF 96.80 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 25.00 FEET OF SAID RAILWAY PARCEL; THENCE SOUTH 64 DEGREES 44'38" WEST, ALONG SAID NORTHWESTERLY LINE 29.32 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRIANGULAR PARCEL; THENCE SOUTH 1 DEGREE 33'28" WEST ALONG SAID NORTHERLY EXTENSION 0.10 FEET TO THE POINT OF BEGINNING.

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