

WHEN RECORDED, MAIL TO:
SAFECO LIFE INSURANCE CO.
MORTGAGE-LOAN DEPT.
SAFECO PLAZA S-4
SEATTLE, WA 98185

ISLAND TITLE CO.

SB-6000

9407280042

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

94 JUL 28 10:58

ASSIGNMENT OF LEASES AND CASH COLLATERAL

RECORDED
INDEXED

THIS ASSIGNMENT is made by WINMAR CASCADE, INC., a Washington corporation ("Assignor"), whose mailing address is 700 Fifth Avenue, Suite 2600, P.O. Box 21545, Seattle, Washington 98111 in favor of SAFECO LIFE INSURANCE COMPANY, a Washington corporation (hereinafter referred to as "Assignee"), with a mailing address of SAFECO Plaza, Seattle, Washington 98155.

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby ABSOLUTELY SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto Assignee any and all leases listed in Exhibit C hereto and all future leases (including subleases thereof), whether written or oral, and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof (collectively the "Leases") relating to all or any part of the premises described more particularly in Exhibit A hereto (the "Premises"), together with all buildings and improvements thereon any and all guaranties of tenants' performance under any and all of the Leases and the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now due or which may become due or to which Assignor may now or shall hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including but not limited to, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises (all such monies, rights and claims described in this paragraph being hereinafter called "Cash Collateral").

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the Cash Collateral.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by a certain promissory note, made by Assignor, payable

1256/108:7/27/94
MCURT/WINMAR/CASCADE

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BK 1357 PG 0267

to the order of Assignee in the amount of Thirty Million Dollars (\$30,000,000), dated of even date herewith, and presently held by Assignee, including any extensions, modifications and renewals thereof and any supplemental note or notes increasing such indebtedness, as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in a Deed of Trust of even date therewith (hereinafter called "Mortgage") made by Assignor, recorded in the real property records of Skagit County, Washington, and in any extensions, modifications, supplements and consolidations thereof, covering the Premises and securing the Note and supplemental notes, if any, (hereinafter collectively called the "Note and Mortgage").

Assignor covenants and agrees as follows:

1. Assignor's Warranties re Leases and Cash Collateral.
That Assignor represents and warrants:

(a) that it has good right, title and interest in and to the Leases and Cash Collateral hereby assigned and good right to assign the same, and that no other person, partnership entity or corporation has any right, title or interest therein;

(b) that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed;

(c) that all existing Leases are valid and unmodified except as indicated herein and are in full force and effect;

(d) that Assignor has not previously sold, assigned, transferred, mortgaged, pledged or granted a security interest in the Cash Collateral from the Premises, whether now due or hereafter to become due;

(e) that none of the Cash Collateral due and issuing from the Premises or from any part thereof has been collected for any period in excess of two (2) months from the date hereof, and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off, or otherwise discharged or compromised;

(f) that Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Cash Collateral; and

(g) that the tenants under the Leases are not in default of any of the terms thereof, except for those described in Exhibit B hereto.

2. Assignor's Covenants of Performance. That Assignor covenants and agrees:

(a) to observe, perform and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions and warranties of the Note and Mortgage, of the existing Leases and all future Leases affecting the Premises on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same;

(b) to notify and direct in writing each and every present or future tenant or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be;

(c) to enforce or secure in the name of Assignee (upon notice to Assignee) the performance of each and every obligation, term, covenant, condition and agreement in the Leases by any tenant to be performed, and to notify Assignee of the occurrence of any default under the Leases;

(d) to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor or any tenant thereunder, and upon request by Assignee, will do so in the name and on behalf of Assignee, but at the expense of Assignor;

(e) to pay all costs and expenses of Assignee, including attorneys' fees in any action or proceeding in which Assignee may appear in connection herewith; and

(f) to neither create nor permit any lien, charge or encumbrance upon its interest as lessor of the Leases except the lien of the mortgage or as provided in the Mortgage.

3. Prior Approval For Actions Affecting Leases. Assignor, without the prior written consent of the Assignee, further covenants and agrees:

(a) not to receive or collect any Cash Collateral from any present or future tenant of the Premises or any part thereof for a period of more than two (2) months in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage, grant a security interest in, or otherwise encumber or assign future payments of Cash Collateral;

(b) not to waive, forgive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any tenant under any Leases of the Premises of and from any

obligations, covenants, conditions and agreements by tenant to be kept, observed and performed, including the obligation to pay the Cash Collateral thereunder in the manner and at the place and time specified therein;

(c) not to cancel, terminate or consent to any surrender of any of the Leases, nor commence any action or ejection or any summary proceedings for dispossession of the tenant under any of the Leases, nor exercise any right of recapture of the Premises provided in any Leases, nor modify or in any way alter the terms thereof;

(d) not to lease any part of the Premises, nor renew or extend the term of any Leases of the Premises unless an option therefor was originally so reserved by tenants in the Leases for a fixed and definite rental;

(e) not to relocate any said tenant within the Premises, nor consent to any modification of the express purposes for which the Premises have been leased, nor consent to any subletting of the Premises or any part thereof, or to any assignment of the Leases by any tenant thereunder or to any assignment or further subletting of any sublease.

Notwithstanding the foregoing, and subject to the following conditions, Assignor shall not be required to obtain Assignee's prior written approval of a lease affecting all or part of the Premises, or any amendment, modification, renewal, extension or supplement thereof provided that such lease as modified by any such amendment, modification, renewal, extension or supplement continues to satisfy the following conditions:

i) the executed lease does not materially differ in economic respects from Assignor's Standard Form Lease approved by Assignee prior to the date hereof or a different form subsequently approved by Assignee;

ii) the gross leasable area covered by such lease does not exceed ten thousand (10,000) feet;

iii) the lease does not: (i) grant the tenant any purchase option or right of first refusal; (ii) grant the tenant any interest in the ownership or benefits of ownership of the Premises, nor grant a term, including options, beyond thirty years; (iii) incorporate a schedule of rents that decline over the lease term; or (iv) otherwise contain terms that would cause a material impairment of the adequacy of Assignee's security;

iv) the lease shall be an arms-length transaction at market rents and not be to Assignor or an affiliate of Assignor; and

v) the tenant shall be obligated to take possession within a commercially reasonable time period after completion of any required improvements.

A lease which meets the foregoing parameters shall be deemed approved by Assignee.

Notwithstanding anything herein to the contrary, Assignor shall have the right to terminate, cancel, accept, surrender of, or waive any term or condition of, any lease affecting not more than ten thousand (10,000) square feet of the Premises without Assignee's prior written consent so long as such lease is in default, provided that Assignor terminates such lease or takes any such other action only in a commercially reasonable manner. Additionally and notwithstanding anything to the contrary herein, Assignor may consent to the assignment of a lessee's interest under any such lease and consent to the subletting thereunder without Assignee's prior written consent, provided such lease as assigned or sublet continues to satisfy the conditions enumerated in clauses (i) through (v) above.

4. Rejection of Leases. Assignor further covenants and agrees that if Assignor is in default under the Note and Mortgage beyond the applicable cure period:

(a) that in the event any tenant under the Leases should become the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, no damages settlement shall be made without the prior written consent of the Assignee;

(b) that any check in payment of damages for rejection or termination of any such Lease will be made payable both to the Assignor and Assignee; and

(c) Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to any portion of the indebtedness secured by this Assignment in such manner as Assignee may elect.

5. Default Deemed Default Under Deed of Trust. In the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then in each such instance, the same shall constitute and be deemed to be a default under the Note and Mortgage, thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to exercise any

and all of the rights and remedies provided thereunder and herein, as well as those provided by law.

6. License to Collect Cash Collateral. That as long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the Note, Mortgage or the other loan documents or contained in the Leases, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect, but not prior to accrual, all of the Cash Collateral arising from or out of said Leases, or any renewals, extensions and replacements thereof, or from or out of the Premises or any part thereof; and Assignor shall receive such Cash Collateral and hold the Cash Collateral, together with the right and license herein granted, as a trust fund to be applied, and Assignor hereby covenants to so apply them, as required by Assignee, firstly to the payment of taxes and assessments upon said Premises before penalty or interest is due thereon; secondly to the costs of insurance, maintenance and repairs required by the terms of said Mortgage; thirdly to satisfaction of all obligations under the Leases; and fourthly to the payment of interest, principal and any other sums becoming due under the Note and Mortgage, before using any part of the same for any other purposes; provided Assignor's right to collect rents and profits hereunder shall not constitute Assignee's consent to the use of cash collateral in a bankruptcy proceeding.

7. Performance and Termination of License. Upon the conveyance by Assignor and its successors and assigns of the fee interest of the Premises, all right, title, interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by such subsequent owner, and that upon or at any time after default in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition or warranty contained herein, in the Note and Mortgage or in the Leases, Assignee, at its option and without notice, shall have the complete right, power, and authority hereunder to exercise and enforce any or all of the following rights and remedies at any time:

(a) to terminate the license granted to Assignor to collect the Cash Collateral without taking possession, and to demand, collect, receive, sue for, attach and levy against the Cash Collateral in Assignee's name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary and proper costs and expenses of operation and collection as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine;

(b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note and Mortgage or other instrument given to secure the indebtedness secured hereby;

(c) without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, agent, trustee or receiver under the Mortgage, or by a receiver to be appointed by court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Premises or any part thereof; make, modify, enforce, cancel or accept surrender of any Leases now or hereafter in effect on said Premises or any part thereof; remove and evict any tenant; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expenses as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignee could do if in possession; and in such event, to apply the Cash collateral so collected in such order as Assignee shall deem proper to the operation and management of said Premises, including the payment of reasonable management, brokerage and attorneys' fees; payment of the indebtedness under the Note and Mortgage and payment to a reserve fund for replacements, which fund shall not bear interest;

(d) require Assignor to transfer all security deposits to Assignee, together with all records evidencing such deposits.

Assignor further agrees and covenants that for the purposes of this paragraph, Assignee shall have constructive possession, whether or not it is actual possession, in order to effectuate such purposes, and in no event shall Assignee accrue any liability by reason of such constructive possession. Assignee shall not be required to give notice, or make demand, to Assignor or any tenants under then existing Leases of its actions to effectuate such purposes.

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon taking possession of said Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession", nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or the Premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant thereunder and not assigned and delivered to Assignee; nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises; and

Provided further that the collection of the Cash Collateral and application as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default, waive, modify or affect any notice of default required under the Note and Mortgage; or invalidate any act done pursuant to such notice. The enforcement of any right or remedy by Assignee, once exercised, shall continue until Assignee shall have collected and applied such Cash Collateral as may be necessary to cure the then existing default and for so long thereafter as Assignee may, in its sole discretion, deem necessary to secure the indebtedness. Although the original default be cured and the exercise of any such right or remedy be discontinued, the same or any other right or remedy hereunder shall not be exhausted and may be reasserted at any time and from time to time following any subsequent default. The rights and powers conferred upon Assignee hereunder are cumulative of and not in lieu of any other rights and powers otherwise granted Assignee.

8. Appointment of Attorney in Fact. Assignor hereby constitutes and appoints Assignee its true and lawful attorney in fact, coupled with an interest; and in the name, place and stead of Assignor, to subordinate at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the hereinbefore described Mortgage or any other mortgage of any kind encumbering the Premises, or to any ground lease of the Premises; and to request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns as long as any part of the indebtedness secured hereby shall remain unpaid. Assignor hereby warrants that it has not, at any time prior to the date hereof, exercised any right to subordinate any such Lease to the Mortgage or to any other mortgage of any kind, or ground lease (except the ground lease or leases creating the Premises), and further covenants not to exercise any such right.

9. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from any and all liability, loss, damage or expense which Assignee may incur under or by reason of this Assignment; or for any action taken by Assignee hereunder; or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than two (2) months in advance of the due date thereof and security deposits paid to and received by Assignor, but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon at the default rate specified in the Note, shall be payable

by Assignor immediately without demand, and shall be secured as a lien hereby and by said Mortgage.

10. Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all renewals of existing Leases and future Leases upon all or any part of the Premises, and will transfer and assign such Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute and deliver unto Assignee, upon demand and at any time, any and all assignments and other records and instruments, including but not limited to, rent rolls, tenant financial statements and books of account sufficient for the purpose that Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment.

11. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note and Mortgage or of the benefit of the laws of the State in which the said Premises are situated. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any such other action hereinbefore described, and shall not be deemed an election of remedies.

12. Primary Security. Assignor agrees that this Assignment of Leases and Cash Collateral is absolute, unconditional and primary in nature to the obligation evidenced and secured by the Note, Mortgage and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however nothing herein contained shall prevent Assignee from suing on the Note, foreclosing the Mortgage, or exercising any other right or remedy under any other document evidencing or collateralizing the indebtedness secured hereby.

13. Termination of Assignment. Upon payment in full of all of the indebtedness evidenced by the Note and secured by the Mortgage and payment of all sums payable hereunder, this Assignment shall be void and of no effect; and no judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until such indebtedness has actually been paid; but the affidavit, certificate, letter or statement of any officer of Assignee showing that any portion of said indebtedness or sums remains unpaid, shall be and constitutes conclusive

evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may and is hereby authorized by Assignor to rely on such affidavit, certificate, letter or statement. A demand by Assignee upon any tenant for payment of Cash Collateral by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Cash Collateral to Assignee without the necessity for further consent by or notice to Assignor.

14. **Notice.** All notices, demands, requests or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently delivered by delivering same to Assignor personally; by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by Assignee depositing a copy of same in a regularly maintained receptacle of the United States mail, postage prepaid, certified or registered mail, addressed to Assignor at said address. Notices, demands, request and documents given in such manner shall be deemed sufficiently delivered, served or given for all purposes hereunder at the time such notice, demand, request or document shall have been delivered to or mailed as hereinbefore provided to addressee. Rejection or refusal to accept, or inability to deliver because of changed address, of which no notice of changed address was given, shall constitute delivery of any such notice, demand or request to the addressee. Any party hereto may, by delivery to the other party of notice, designate a different address.

15. **Assignment Binds Successor.** That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind all parties hereto and their respective heirs, successors and assigns; all tenants and their subtenants and assigns; and all subsequent owners of the Premises and subsequent holder of the Note and Mortgage.

16. **Additional Rights and Remedies.** In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction to prevent a breach or default of, or to enforce the observation by such Assignor of the agreements, covenants, terms and conditions contained herein; shall have the right to the appointment of receiver, without notice; and shall have the right to attorneys' fees, costs, expenses and ordinary and punitive damages occasioned by any such breach or default by Assignor.

17. **Severability.** If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other entities, persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

18. No Third Party Assignees. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

19. Entire Agreement. This Assignment contains the entire agreement concerning the Assignment of Leases and Cash Collateral between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

20. Construction. Whenever used herein whenever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The word, "Mortgage", as used herein shall mean Mortgage, Deed of Trust, Trust Deed, Security Deed or Deed to Secure Debt. All obligations of each Assignor hereunder shall be joint and several.

21. Multiple Counterparts. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

22. Governing Law. The parties agree that the law of the State of Washington shall govern the performance and enforcement of this Assignment.

23. Event of Default. As used herein the term "default" shall mean an Event of Default, as defined in the Construction Loan Agreement between the parties of even date herewith.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 27th day of July, 1994.

ASSIGNOR

WINMAR CASCADE, INC.

By Edwin J. Henderson
Its President

By Walter M. Broadbent
Its Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of JULY, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared EDDIE L. HENDRIKSON and CHLEEN M. BRADDIS known to me to be the PRESIDENT and SECRETARY of WINMAR CASCADE, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Diane Bogue
Signature

DIANE BOGUE
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Bellevue
My commission expires April 20, 1998.

EXHIBIT A

Lots 1, 2, 3, 4 and 6 of SKAGIT COUNTY BINDING SITE PLAN, recorded October 19, 1989, in Volume 8 of Short Plats, page 170, under Auditor's File No. 8910190065, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 6, Township 34 North, Range 4 East of the Willamette Meridian.

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NCOURT/WINMAR/CASCADE

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EXA-ASGHLB

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EXHIBIT B

Tenant

Space

Frame-n-Art

E-1

Kinney Shoes

B-5

Merle Harmon's Fan Fair

A-15

Bay Tree Gifts

A-16

9407280042

BK 1357 PG 0280

UNOFFICIAL

EXHIBIT C
CASCADE MALL
SCHEDULE OF LEASES

TRADE NAME	TENANT NAME	SPACE ID	EXPIRATION DATE
ZUMIEZ	ABOVE THE BELT, INC.	A-12	1998/01/31
AFTERTHOUGHTS BOUTIQUE	F.W. WOODWORTH CO.	B-8	2000/01/31
ALL AMERICAN FROZEN YOGURT	ALL AMERICAN FROZEN YOGURT, INC.	D-10A	2000/01/31
AHREN	DARRELL E. AND SUE A. LEBER	C-2	1999/01/31
FOOT ZONE	INC., INC.	F-7/8	2001/01/31
ATHLETIC X-FRESS	KINNEY SHOE CORPORATION	D-9	2002/01/31
BASE CAMP 49	BASE CAMP 49, INC.	A-4	2000/01/31
THE BON MARCHE	THE BON, INC.	E-6	2010/01/31
BAR D WESTERN WEAR	HUN DOKKO AND SOON H. DOKKO	A-1A	1999/01/31
RAY TREE GIFTS	THE BAY TREE, INC.	C-3	2000/01/31
BEAUTY SECRETS	BOJANI, INC.	B-2	2001/01/31
BLUE CHIP COOKIES	BCC ENTERPRISES, CORP.	B-2	2002/01/31
LANE BRYANT	LANE BRYANT, INC.	B6 & 7	2002/01/31
BROILERWORKS BURGERS & SHAKES	BROILERWORKS RESTAURANTS, INC.	D-6	2001/01/31
CAFE SPRINGER & CO.	HUNG S. AND SHANNY S. AN	D-11	2003/01/31
CARD GALS	CARD GALS, INC.	A-7	2000/01/31
CENTURY 21 ALL-PRO	THE GREAT AMERICAN DREAM, INC.	K-3	1998/01/31
CLAIRE'S	CLAIRE'S BOUTIQUES, INC.	C-4	2000/01/31
HAURICE'S	HAURICE'S INCORPORATED	D-6, 7	2000/01/31
COUNTY SEAT	COUNTY SEAT STORES, INC.	B-9	2002/01/31
TEB SIMP'S	TEB OF WASHINGTON, INC.	B-7	2000/01/31
DOUG FOX TRAVEL	USIS NORTHWEST, INC.	D-1	1996/01/31
EMPORIUM	TROJIMAN INVESTMENT CO.		2009/10/31
FOUT LOCKER	KINNEY SHOE CORP.	A-10	2002/01/31
FRANK-N-ART	WILLIAM D. & JOAN C. HUNTLEY	E1	2003/01/31
GENERAL NUTRITION CENTER	WALLACE SCOTT LA VELLE	A-2	2002/08/31
GORDON'S JEWELERS	FANNIN & WALKER SERVICES, INC.	F-6	2002/01/31
HUSON GOODMAN JEWELERS	STERLING, INC.	E-13	2000/01/31
IVAR'S SEAFOOD	IVAR'S ORIG. SEAFOOD BARS, INC.	G-5	2000/01/31
JAY JACOBS	JAY JACOBS, INC.	A-9	2001/01/31
KAY-TEE TOY & HOBBY	CASCADE KAY-TEE TOYS, INC.	I-8	2002/01/31
KINNEY SHOES	KINNEY SHOE CORP.	B-5	2002/01/31
KITS CAMERAS	KITS CAMERAS, INC.	A-6	2000/01/31
LENS LAB	LENS LAB-PARIS MIKI, INC.	A-6	2003/01/31
LENER NEW YORK	LENER STORES, INC.	E15-16	2003/01/31
H'ROILERY D'SIGNS	LOIS AND GARY SMARZ	E-9,10	2003/01/31
HERLE HARMON'S FAW FAIR	GALEN D AND SONIRA J KINKRED	D-2	1997/01/31
MUSICLAND	THE MUSICLAND GROUP, INC.	A-15	1998/01/31
SEASUM'S CARD'N GIFT CO.	SEASUM'S CARD & GIFT CORP.	F-5	2000/01/31
ORANGE JULIUS	BESS ASSOCIATES	F-4	2000/01/31
JOHN PATRICK'S	JOHN PATRICK'S, INC.	G-2	1999/01/31
FET HAVEN	ROSENBERG ENTERPRISES, INC.	D-1	2000/01/31
J.C. FENNEY	J C FENNEY COMPANY, INC.	D-13	2001/01/31
FORTRAIT'S TO GO	MIRROLIKE, INC.	300	2009/10/31
FRETZEL TIME	FRETZEL TIME, INC.	E-4	1998/01/31
HRS. POWELL'S CINNAMON ROLLS	H & K FOOD SERVICES, INC.	A-5	2004/01/31
RADIO SHACK	TANDY CORPORATION	E-5	1998/01/31
RAVE	G & G SHOPS, INC.	F-3	2000/01/31
REGIS HAIRSTYL1818	REGIS CORPORATION	B-4	2003/01/31
SEARS, ROEBUCK & CO.	SEARS, ROEBUCK & CO.	E-14	2000/01/31
			2010/03/31

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EXHIBIT C
 CASCADE MALL
 SCHEDULE OF LEASES

TRADE NAME	TENANT NAME	SPACE ID	EXPIRATION DATE
SPARRO'S	BBARRO, INC.	B-4	2003/01/31
SEE'S CANDIES	SEE'S CANDIES, INC.	A-13	1998/01/31
SHELLAN JEWELERS	SHELLAN JEWELERS, INC.	A-14	2000/01/31
SILVER COIN FUN FACTORY	M & B TRIPLETT AND K SMITH	A-1	2000/01/31
SIZZLING WOK	SIZZLING WOK FOODS SYSTEMS, INC	G-7	1998/01/31
SOFTWARE, ETC.	SOFTWARE ETC., INC.	E - 12	2001/05/31
SUNCOAST MOTION PICTURE CO.	THE MUSICLAND GROUP, INC.	B-10	2002/01/31
SUNGLASS HUT	SUNGLASS HUT TRADING COR.	K-2	1998/01/31
STERLING MYSTIQUE	JAMES F. NIGHT	K-4	1997/01/31
SEAFIRST BANK	SEATTLE-FIRST NATIONAL BANK	C-8	1995/01/31
TACO TIME	ELIZABETH MAUIEN & MARK MAUIDEN	G-3	2000/01/31
VANITY	VANITY SHOP OF GRAND FORKS, INC	A-8	2001/01/31
VIBIA OPTICAL	WESTERN STATES OPTICAL, INC.	E-3	1995/01/31
VILED CONCEPTS	TANVY CORPORATION	D-5	2001/01/31
PAYLESS SHOESOURCE	PAYLESS SHOESOURCE	E-7	2000/01/31
WALTERBOOKS	WALLEN BOOK COMPANY, INC.	B-12	2000/01/31
WATERBED CENTER	WATERBED CENTER, INC.	D-4	1995/01/31
WEISFIELD'S JEWELERS	WEISFIELD'S, INC.	A-11	2000/01/31
WILSON'S SUEDE & LEATHER	CASCADE MALL WILSON'S, INC.	A-11	2002/01/31
ZALES JEWELERS	ZALE DELAWARE, INC.	B-3	2000/01/31

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