



201002040066
Skagit County Auditor

2/4/2010 Page 1 of 6 2:09PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Terry L. Witcher (704) 343-2104

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Terry L. Witcher, Paralegal
McGuireWoods LLP
P.O. Box 31247
Charlotte, North Carolina 28231

CHICAGO TITLE CO. 619585

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

OR **1a. ORGANIZATION'S NAME**
Apple Washington LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
225 Bush Street San Francisco CA 94104 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** **1f. JURISDICTION OF ORGANIZATION** **1g. ORGANIZATIONAL ID #, if any**
LLC Delaware 3699223 NONE

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

OR **2a. ORGANIZATION'S NAME**

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any**
 NONE

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

OR **3a. ORGANIZATION'S NAME**
Bank of America, N.A., as Agent

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
101 N. Tryon Street, NC1-001-15-04 Charlotte NC 28255 USA

4. This FINANCING STATEMENT covers the following collateral:

ACCOMMODATION RECORDING

See ANNEX A attached hereto and incorporated herein by reference. Some or all of the property referred to on ANNEX A is or will become fixtures on the real property described on EXHIBIT A attached hereto and incorporated herein by reference.

Chicago Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

Abbreviated Legal Description: Portion of Lot 6, Cascade Mall Binding Site Plan, 8/170
Additional Legal on Exhibit A attached hereto (page 5).

Assessor's Property Tax Parcel Account Number(s): P23857/P119573

188 Cascade Mall Drive
Burlington, WA

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. 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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Filed with: Skagit County Recorder **151TE 119** (Burlington)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

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 Apple Washington LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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 and SCHEDULE 1 attached hereto and incorporated herein by reference.

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

16. Additional collateral description:

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



ANNEX A to UCC-1 Financing Statement

[Item 4, continued]

Debtor: Apple Washington LLC
Secured Party: Bank of America, N.A., as Agent

The Financing Statement covers the following types or items of property of the Debtor whether now existing or hereafter arising:

(A) All of Debtor's leasehold interest, estate, right, title, interest, claim or demand whatsoever of Debtor in the following described Land and property as conveyed under the Ground Lease identified on Schedule I attached hereto and made a part hereof (the "**Ground Lease**"), which land is legally described on Exhibit A attached hereto (the "**Land**") located in the State of Washington (the "**State**"), together with all right, title and interest, if any, which Debtor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever, which collectively with the Land is herein called the "**Premises**."

(B) All right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Debtor may now have or hereafter acquire under the Ground Lease in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining the Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "**Property Rights**").

(C) All right, title and interest, if any, including any after acquired right, title and interest, and including any right of use or occupancy, which Debtor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to all apparatus, machinery and equipment of Debtor and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the "**Fixtures**"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (a) accounts, contract rights, general intangibles, tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title; (b) inventory; (c) equipment; (d) all of Debtor's now owned or hereafter acquired monies, and any and all other property or interest in property of Debtor now or hereafter coming to the actual possession, custody or control of Secured Party or any Lender or any agent or affiliate of Secured Party or any Lender in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); (e) all insurance proceeds of or relating to any of the foregoing; and (f) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing clauses (a) through (e) (the items described in the foregoing clauses (a) through (e) and any other personal property referred to in this paragraph being the "**Personal Property**") (Premises, Property Rights and Fixtures referred to collectively herein as the "**Real Property**").



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(D) All unexpired claims, warranties, guaranties and sureties in connection with the construction, furnishing and equipping of the Property (as defined below), all plans, specifications, architectural renderings, drawings, licenses, permits, certificates of occupancy, soil test reports of examination or analyses of the Land, buildings, or other improvements, contracts for services to be rendered to Debtor or otherwise in connection with the improvements and all other property, contracts, including without limitation, general contracts or subcontracts and material supply contracts relating to the construction of any building or other improvements relating thereto, including reports, proposals and other materials in any way relating to the Land or the improvements or the construction of additional improvements and any and all other intangible property of Debtor used solely in connection with or otherwise related to the acquisition, development or sale and marketing of the Property and all trade styles, trademarks and service marks used in connection therewith.

(E) All the estate, right, title and interest of Debtor, if any, under the Ground Lease in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Property or any part thereof; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property or the Personal Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property or the Personal Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property and the Personal Property. (The rights and interests described in this paragraph and the immediately preceding paragraph shall hereinafter be called the "Intangibles.")

(F) (a) Any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Debtor in or to the premises demised by the Ground Lease; (b) any and all rights or options Debtor may have to renew or extend the Ground Lease; (c) any and all options or rights to purchase the premises demised by the Ground Lease which the Debtor may now have or hereafter acquire; and (d) any and all deposits, securities or other property which may be held at any time and from time to time by the lessor under the Ground Lease to secure the performance of the covenants, conditions and agreements of the Debtor contained in the Ground Lease.

(G) All the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) all such leases and agreements (including all Debtor's rights under any contracts for the sale of any portion of the Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases").

All of the property described above, and each item of property therein described, not limited to but including the Debtor's leasehold estate in the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Property."

Together with all proceeds of the foregoing Property.

A portion of the above-described Property is or is to be affixed to the Premises.



Burlington, WA
Skagit County

EXHIBIT "A"

Legal Description

Land

Leasehold estate in the following parcel(s) of real property:

PARCEL A

THAT PORTION OF LOT 6, "CASCADE MALL BINDING SITE PLAN" AS RECORDED ON OCTOBER 19, 1989 IN VOLUME 8 OF SHORT PLATS, PAGES 170 THROUGH 180, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8910190065, RECORDS OF SKAGIT COUNTY WASHINGTON, BEING IN A PORTION OF THE SOUTHEAST OF THE NORTHEAST AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID BINDING SITE PLAN, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 0°32'18" EAST, ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST MARGIN OF BURLINGTON BOULEVARD AS SHOWN ON SAID BINDING SITE PLAN, A DISTANCE OF 1299.30 FEET; THENCE AT A RIGHT ANGLE SOUTH 89°27'42" WEST, 77.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°27'42" WEST, 130.16 FEET; THENCE NORTH 13°00'35" WEST, 10.58 FEET; THENCE NORTH 0°32'18" WEST, 28.18 FEET; THENCE NORTH 89°27'42" EAST, 14.41 FEET; THENCE NORTH 0°32'18" WEST 38.64 FEET; THENCE NORTH 89°27'42" EAST, 118.04 FEET TO A POINT WHICH LIES NORTH 0°32'18" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°32'18" EAST 77.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING AS DESCRIBED AND SET FORTH IN THAT DOCUMENT ENTITLED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS MADE BY PAN PACIFIC DEVELOPMENT, INC., RECORDED JULY 21, 1989 UNDER AUDITOR'S FILE NO. 8907210046 AND AMENDED BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NOS. 9710300078, 9805080072 AND 9902240173.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.



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SCHEDULE 1

GROUND LEASE

A Lease, or memorandum thereof, including the terms and conditions thereof;
Dated: October 22, 2002
Recorded: November 13, 2002
Auditor's No.: 200211130194, records of Skagit County, Washington
Lessor: PPR Cascade, LLC, a Delaware limited liability company
Lessee: Apple Northwest, LLC



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