

2014-007723

Klamath County, Oregon

07/24/2014 12:06:03 PM

Fee: \$57.00

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "Assignment") is made and executed as of June 30, 2014, by **Pacific Western Bank**, a California state-chartered bank (as successor-by-merger to CapitalSource Bank) ("Agent"), in favor of **Ittleson Trust 2010-1**, a Delaware statutory trust ("Borrower").

WITNESSETH:

WHEREAS, Borrower, certain subsidiaries of Borrower and Agent have entered into that certain Loan and Security Agreement dated as of May 17, 2012 (as amended from time to time, the "Loan Agreement") pursuant to which certain financial institutions party to the Loan Agreement (each a "Lender" and collectively, the "Lenders"), in their sole discretion, have agreed to lend, upon the terms and conditions set forth in the Loan Agreement, an amount equal to up to the Maximum Loan Amount (as defined in the Loan Agreement) secured by a security interest granted by Borrower to Agent, for the benefit of the Lenders, on certain notes and mortgages related thereto as well as other collateral of Borrower;

WHEREAS, in connection with the Loan Agreement, Borrower has previously collaterally assigned its right, title and interest in and to (i) that certain Promissory Note dated March 28, 2005 in the original principal amount of \$8,000,000 issued by Shilo Inn, Klamath Falls, LLC in favor of Assignor (as successor-in-interest to United Commercial Bank) (the "Underlying Note"); (ii) that certain Deed of Trust, Assignments, Fixture Filing, and Security Agreement dated March 28, 2005 among Shilo Inn, Klamath Falls, LLC as trustor, and Assignor (as successor-in-interest to CIT Small Business Loan Trust 2008-1), as lender, encumbering the property described in Exhibit A attached hereto and made a part hereof by this reference, and recorded March 31, 2007 as Volume #M05, Pages #22040-22065 in the Klamath County, Oregon Recorder's Office, securing payment of the Underlying Note; and (iii) all other Collateral connected therewith collaterally assigned to Agent, for the benefit of the Lenders, pursuant to the terms of the Loan Agreement, together with all proceeds derived therefrom and other Collateral delivered in substitution or replacement thereof (collectively, the "Assigned Collateral") pursuant to that certain Collateral Assignment of Loan and Loan Documents, dated as of May 17, 2012, by Borrower in favor of Agent, recorded on June 18, 2012 as Instrument #2012-006578 in the real property records of Klamath County, Oregon (the "Collateral Assignment"); and

WHEREAS, Agent desires to assign to Borrower any and all right, title and interest in and to the Assigned Collateral held by Agent pursuant to the Collateral Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, Agent hereby conveys, assigns, transfers and sets over unto Borrower, all of Agent's right, title and interest in and to the Assigned Collateral.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

This Assignment shall be binding upon Agent and its successors and assigns, and shall inure to the benefit of Borrower and its successors and assigns.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Agent has executed this Assignment on the date first written above.

AGENT:

PACIFIC WESTERN BANK,
a California state-chartered bank (as successor-by-
merger to CapitalSource Bank)

By: David Skoien
Name: David Skoien
Its: SVP, Portfolio Manager

STATE OF MARYLAND)
)
COUNTY OF MONTGOMEY)

I HEREBY CERTIFY, that on this 30th day of June, 2014, before me, the undersigned Notary Public of said State, personally appeared David Skoien, who, acknowledged himself/herself to me (or proved to me on the basis of satisfactory evidence) to be the SVP, Portfolio Manager of CapitalSource Bank, (referenced herein as the "Agent"); and that as such SVP, Portfolio Manager, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Agent by himself/herself in his/her authorized capacity as such SVP, Portfolio Manager, as his/her free and voluntary act and deed and the free and voluntary act and deed of said Agent.

WITNESS my hand and Notarial Seal.

Rhodora B. Beljano
Notary Public

My Commission Expires: January 28, 2017

[NOTARIAL SEAL]

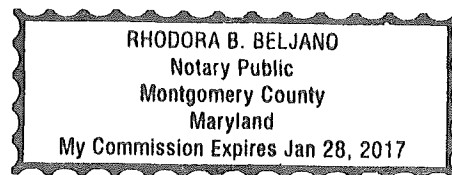


EXHIBIT A

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1:

Lots 2, 3, 4 and 5, in Block 3 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW 1/4 SW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of Tract No. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.