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Skagit County Auditor

12/27/2004 Page 1 of 32 3:30PM

Record in:
County of Skagit, State of Washington

CHICAGO TITLE CO. 1032546 ✓
1032547 ✓

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

Grantor(s):

GOLDENSTATE TOWERS, LLC (Debtor)

Trustee:

CHICAGO TITLE INSURANCE COMPANY

Beneficiary/Secured Party:

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS
OF THE GLOBAL SIGNAL TRUST II COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2004-2 (Beneficiary or Secured Party)

Abbreviated Legal Description

(lot, block and plat name or section/township/range):

Ptn W/2 NW/4, 14-34-4
Tract 2, SCSP# 36-80, being ptn of NW SW, 17-35-5

Assessor's Property Tax Parcel Account
No(s):

340414-4-003-0009; 340414-4-003-0207
330517-3-004-0007

Additional legal description is on Exhibit A of document

Reference Numbers of Documents Assigned or Released (if applicable): N/A

December 7, 2004

Property Name: Baker Heights (6014-169); Big Lake South (6014-170)

County of Skagit, State of Washington

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (as amended, restated, or otherwise modified from time to time, this "Deed of Trust") dated as of December 7, 2004, is executed and delivered by GOLDENSTATE TOWERS, LLC, a Delaware limited liability company ("Debtor") for good and valuable consideration, to CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, as trustee, having an address at 701 Fifth Avenue, Seattle, Washington 98104 ("Trustee") for the benefit of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE GLOBAL SIGNAL TRUST II COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 (together with its successors and assigns, "Secured Party").

ARTICLE I

Certain Definitions, Granting Clauses, Secured Indebtedness

Section 1.1 Certain Definitions and Reference Terms. Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Loan Agreement (hereinafter defined). In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

(a) "Debtor": GoldenState Towers, LLC, a Delaware limited liability company, whose address is 301 North Cattlemen Road, Sarasota, Florida 34232-6312.

(b) "Secured Party": LaSalle Bank National Association, as Trustee for the Holders of the Global Signal Trust II Commercial Mortgage Pass-Through Certificates, Series 2004-2, having an address at 135 S. LaSalle Street, Suite 1625, Chicago, Illinois 60603.

(c) "Loan Agreement": The Amended and Restated Loan Agreement dated as of the date hereof, between Debtor and the other parties set forth on Schedule 1 (collectively the "Borrowers") as borrower, and Secured Party, as lender, pursuant to which the Note and this Deed of Trust are executed, as such Loan Agreement may be amended, supplemented, renewed, extended, restated or otherwise modified from time to time, is the "Loan Agreement" for all purposes of this Deed of Trust.

(d) "Ground Lease": The Ground Lease, if any, as described on Exhibit A.

Section 1.2 Mortgaged Property. Debtor, in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Debtor hereinafter described, does hereby IRREVOCABLY GRANT, BARGAIN, SELL, PLEDGE, WARRANT, ALIEN, REMISE, RELEASE, CONVEY, MORTGAGE, TRANSFER, ASSIGN, CONFIRM and SET OVER to Trustee and its successors and assigns, in trust, with Power of Sale for the benefit of Secured Party as beneficiary in trust, in fee simple, all of Debtor's present and future estate right title



and interest in and to the following described property, whether such property is now or hereafter in existence:

(a) all rights, power and privileges of Debtor in the real estate (the "Land") described in Exhibit A attached hereto and incorporated herein by reference, and (i) all buildings, structures, and other improvements now or hereafter situated or to be situated on the Land, including, without limitation, all Towers now owned or hereafter situated or to be situated on the Land (the "Improvements"); and (ii) all right, title and interest of Debtor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; and (3) all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land 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 Deed of Trust. (the Land, the Improvements and other rights, titles and interests referred to in this clause (a) sometimes collectively called the "Premises"); (b) all fixtures, accessions, equipment, systems, machinery, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land); (c) (i) all Debtor's right, title and interest in and to plans and specifications for the Improvements, and any and all changes thereto; (ii) all Debtor's rights, but not liability for any breach by Debtor, under all commitments, insurance policies, architectural, engineering, construction, management, leasing, and other contracts related to the Premises or the Accessories or the design, construction, use or operation thereof; (iii) all deposits (including Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves under any Loan Document for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories (without derogation of Article 3 hereof); (iv) all permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) all leases, rents, royalties, bonuses, issues, profits, revenues and other benefits



of the Premises and the Accessories (without derogation of Article 3 hereof); (vi) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction; (vii) upon the occurrence and continuance of a Default, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interests of Secured Party in the Mortgaged Property; (viii) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property (as hereinafter defined); and (ix) all engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; (d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above in this Section 1.2, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any Law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.2 and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and (e) if the estate of Debtor in any of the property referred to above in this Section 1.2 is a leasehold estate, (i) all estate, right, title and interest of Debtor in, to, under, or derived from any and all lease agreements (the "Ground Lease") granting to Debtor a leasehold estate in and to all or a portion of the Land (the "Leasehold Land") and Improvements and/or Accessories located on or associated therewith; together with all amendments, supplements, consolidations, extensions, renewals, and other modifications of any Ground Lease now or hereafter entered into in accordance with the provisions thereof; together with all other, further, additional, or greater estate, right, title or interest of Debtor in, to, under, or derived from the Leasehold Land that might at any time be acquired by Debtor by the terms of any Ground Lease, by reason of the exercise of any option thereunder or otherwise, and (ii) this conveyance shall include, and the lien, security title and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the Ground Lease creating the leasehold estate.

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Mortgaged Property"), unto Secured Party, upon the terms, provisions and conditions herein set forth.

Section 1.3 Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to, and the performance of the Obligations, covenants, agreements, warranties, and undertakings of Borrower and Debtor hereinafter described, Debtor hereby grants to Trustee a security interest in all of the Mortgaged Property which constitutes personal property or fixtures (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Secured Party shall have all of the rights of a secured party.

under the Washington Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law. If a Default shall occur and be continuing, Secured Party, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Washington Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Secured Party may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Secured Party after the occurrence and during the continuance of a Default, Debtor shall, at its expense, assemble the Collateral and make it available to Secured Party at a convenient place (at the Land if tangible property) reasonably acceptable to Secured Party. Debtor shall pay to Secured Party on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Secured Party in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of a Default. Any notice of sale, disposition or other intended action by Secured Party with respect to the Collateral sent to Debtor in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Debtor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Secured Party to the payment of the Obligations in such priority and proportions as Secured Party in its sole discretion shall deem proper. The principal place of business of Debtor is as set forth on page one hereof and the address of Secured Party is as set forth on page one hereof.

Section 1.4 Notes, Loan Documents, Other Obligations. This Deed of Trust is made to secure and enforce the payment and performance of the following promissory notes, Obligations, indebtedness and liabilities, subject to the provisions of Section 6.25 hereof:

(a) Notes. The promissory note(s) executed by Borrower and all other note(s) given in substitution therefor or in modification, renewal, extension, increase or consolidation thereof, in whole or in part, as set forth in the Loan Agreement (such note(s), as from time to time supplemented, amended, extended, modified, increased or consolidated and all other note(s) given in substitution therefor, or in modification, renewal, extension, increase or consolidation thereof, in whole or in part, being hereinafter called the "Notes");

(b) Loan Agreement. All indebtedness and other Obligations of Borrower under that certain Loan Agreement or use of the proceeds of the loan evidenced by the Note;

(c) Loan Documents. All indebtedness and other obligations of Borrower and Debtor, or either of them, including without limitation, the Obligations owed to Secured Party, now or hereafter incurred or arising pursuant to or permitted by the provisions of the Notes, the Loan Agreement, this Deed of Trust, the other Loan Documents (as defined in the Loan Agreement) or any other instrument now or hereafter evidencing, governing, guaranteeing or securing the "secured indebtedness", as hereinafter defined, or any part thereof or otherwise executed in connection with the loan evidenced or governed by the Notes, the Loan Agreement or other Loan Documents (the Notes, the Loan Agreement, the Loan Documents, this Deed of



Trust and such other documents executed in connection herewith or therewith, as they or any of them may have been or may be from time to time supplemented, amended or modified, being herein sometimes collectively called the "Loan Documents"; and

(d) Other Obligations. Subject to the provisions of Section 6.25 hereof, all other loans and future advances made by Secured Party to Borrower or Debtor and all other debts, obligations and liabilities of Borrower or Debtor of every kind and character now or hereafter existing in favor of Secured Party, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, secured or unsecured, and whether originally payable to Secured Party or to a third party and subsequently acquired by Secured Party, if the written evidence of such loans, debts, obligations and liabilities specifically provide that they are secured by this Deed of Trust, it being contemplated that Borrower and Debtor may hereafter become indebted to Secured Party for such further debts, obligations and liabilities; provided, however, and notwithstanding the foregoing provisions of this paragraph (d), this Deed of Trust shall not secure any such other loan, advance, debt, obligation or liability with respect to which Secured Party is by applicable law prohibited from obtaining a lien on real estate.

Each amount due and owing by Borrower to Secured Party pursuant to this Deed of Trust or any other Loan Document shall, except to the extent otherwise specified in the document evidencing the indebtedness, bear interest from the date of such expenditure or payment until paid, at the rate per annum provided in Section 2.2 of the Loan Agreement for interest on past due principal owed on the Note; and all such amounts, together with such interest thereon, shall be a part of the secured indebtedness and shall be secured by this Deed of Trust. The amount and nature of any such expense and the time when paid shall be fully established by the certificate of Secured Party or any of Secured Party's officers or agents.

Section 1.5 Secured Indebtedness. The indebtedness referred to in Section 1.4, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are hereinafter sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby."

ARTICLE II

Intentionally Omitted.

ARTICLE III

Assignment of Leases and Rents

Section 3.1 Assignment. As additional security for the indebtedness secured hereby, Debtor hereby absolutely and unconditionally assigns to Secured Party for the benefit of Secured Party and Trustee all Rents (hereinafter defined) and all of Debtor's rights in and under all Leases (hereinafter defined); it being intended by Debtor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Upon the occurrence and during the continuance of a Default hereunder, Trustee shall have the right, power and privilege (but shall be under no duty) to demand possession of the Rents, which



demand shall to the fullest extent permitted by applicable law be sufficient action by Trustee to entitle Trustee to immediate and direct payment of the Rents (including delivery to Secured Party of Rents collected for the period in which the demand occurs and for any subsequent period), for application as provided in this Deed of Trust, all without the necessity of any further action by Secured Party, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Mortgaged Property. Debtor hereby authorizes and directs the tenants under the Leases, upon the occurrence and during the continuance of a Default hereunder, to pay Rents to Secured Party upon written demand by Secured Party, without further consent of Debtor, without any obligation to determine whether a Default has in fact occurred and regardless of whether Secured Party has taken possession of any portion of the Mortgaged Property, and the tenants may rely upon any written statement delivered by Secured Party to the tenants. Any such payment to Secured Party shall constitute payment to Debtor under the Leases, and Debtor hereby appoints Secured Party as Debtor's lawful attorney-in-fact for giving, and Secured Party is hereby empowered to give, acquittance to any tenants for such payments to Secured Party upon the occurrence and during the continuation of a Default. The assignment contained in this Section shall become null and void upon the release of this Deed of Trust. As used herein (i) "Lease" means each existing or future Lease, license, sublease (to the extent of Debtor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty; and (ii) "Rents" means all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any Lease including but not limited to liquidated damages following default under any such Lease, security deposits paid in connection with any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Mortgaged Property, all of Debtor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable debtor relief law.

Section 3.2 No Liability of Secured Party. Secured Party's acceptance of this assignment shall not be deemed to constitute Secured Party a "mortgagee in possession," nor obligate Secured Party to appear in or defend any proceeding relating to any Lease or to the Mortgaged Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Debtor by any tenant and not as such delivered to and accepted by Secured Party. Secured Party shall not be liable for any injury or damage to person or property in or about the Mortgaged Property, or for Secured Party's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Secured Party's right regarding Leases and Rents (including collection of Rents) nor possession of the Mortgaged Property by Secured Party nor Secured Party's consent to or approval of any Lease (nor all of the same), shall render Secured Party liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option. If Secured Party seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent



the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Secured Party neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Secured Party under this Article 3 shall be cumulative of all other rights of Secured Party under the Loan Documents or otherwise.

ARTICLE IV

Default

Section 4.1 Events of Default. The term "Default" means (i) the occurrence of an Event of Default under the Loan Agreement and (ii) the failure of Debtor to timely and properly observe, keep or perform any covenant, agreement or condition required in this Deed of Trust.

Section 4.2 Notice and Cure. If any provision of this Deed of Trust or any other Loan Document provides for Secured Party to give to Debtor any notice regarding a Default or incipient default, then if Secured Party shall fail to give such notice to Debtor as provided, the sole and exclusive remedy of Debtor for such failure shall be to seek appropriate equitable relief to enforce the agreement to give such notice and to have any acceleration of the maturity of the Note and the secured indebtedness postponed or revoked and foreclosure proceedings in connection therewith delayed or terminated pending or upon the curing of such default in the manner and during the period of time permitted by such agreement, if any, and Debtor shall have no right to damages or any other type of relief not herein specifically set out against Secured Party, all of which damages or other relief are hereby waived by Debtor.

ARTICLE V

Remedies

Section 5.1 Certain Remedies. If a Default shall occur and is continuing, Trustee may exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Upon the occurrence of a Default, subject to Section 8 of the Loan Agreement, Secured Party shall have the option of declaring all secured indebtedness in its entirety to be immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Secured Party may elect.

(b) Upon the occurrence of a Default, subject to Section 8 of the Loan Agreement, Secured Party is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and of all books, records and accounts relating thereto and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property,



including the right to rent the same for the account of Debtor and to deduct from such rents all reasonable costs, expenses and liabilities of every character incurred by Secured Party in collecting such rents and in managing, operating, maintaining, protecting or preserving the Mortgaged Property and to apply the remainder of such rents on the secured indebtedness in such manner as Secured Party may elect. All such costs, expenses and liabilities incurred by Secured Party in collecting such rents and in managing, operating, maintaining, protecting or preserving the Mortgaged Property, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at a rate of interest per annum as provided in Section 2.2 of the Loan Agreement for interest on past due principal owed on the Notes. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by Secured Party pursuant to this Section 5.1(b), Secured Party shall not be liable for any loss sustained by Debtor resulting from any failure to let the Mortgaged Property, or any part thereof, or from any other act or omission of Secured Party in managing the Mortgaged Property, unless such loss is caused by the negligence or willful misconduct of Secured Party, and Secured Party shall not be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Mortgaged Property or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. Should Secured Party incur any such liability, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Debtor shall reimburse Secured Party therefor immediately upon demand. Nothing in this Section 5.1(b) shall impose any duty, obligation or responsibility upon Secured Party for the control, care, management or repair of the Mortgaged Property, or shall operate to make Secured Party responsible or liable for any waste committed on the Mortgaged Property or by any other parties or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, operation, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless such waste, dangerous or defective condition or injury or death is directly a result of negligence or willful misconduct by Secured Party. Debtor hereby assents to, ratifies and confirms any and all actions of Secured Party with respect to the Mortgaged Property taken under this Section 5.1(b).

(c) Upon the occurrence of a Default, Trustee or his or her successor or substitute is authorized and empowered and it shall be his or her special duty at the request of Secured Party to sell the Mortgaged Property or any part thereof situated in the State of Washington at the courthouse of any county in the State of Washington in which any part of the Mortgaged Property is situated, at public venue to the highest bidder for cash at any hour designated that complies with applicable statutes and laws after having given notice of such sale in accordance with the statutes of the State of Washington then in force governing sales of real estate under powers conferred by deed of trust. Any sale made by Trustee hereunder may be as an entirety or in such parcels as Secured Party may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and, if the proceeds of such sale of less than the whole of the Mortgaged Property shall be



less than the aggregate of the secured indebtedness and the expense of executing this trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Mortgaged Property but Secured Party shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. After each sale, Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Debtor, conveying the Mortgaged Property so sold to the purchaser or purchasers in fee simple with general warranty of title subject to Permitted Encumbrances, and shall receive the proceeds of said sale or sales and apply the same as herein provided. Payment of the purchase price to Trustee shall satisfy the obligation of purchaser at such sale therefor, and such purchaser shall not be responsible for the application thereof. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his or her substitute or successor, and such power of sale may be exercised from time to time and as many times as Secured Party may deem necessary until all of the Mortgaged Property has been duly sold and all secured indebtedness has been fully paid. In the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the power of sale hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder. Any and all statements of fact or other recitals made in any deed or deeds given by Trustee or any successor or substitute appointed hereunder as to nonpayment of the secured indebtedness, or as to the occurrence of any Default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee or any substitute or successor, or as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by Secured Party or by such Trustee, substitute or successor, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Trustee or his or her successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee or his or her successor or substitute.

(d) This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a Default may be foreclosed as to any of the Mortgaged Property in any manner permitted by the laws of the State of Washington or of any other state in which any part of the Mortgaged Property is situated, and any foreclosure suit may be brought by Trustee or by Secured Party. In the event a foreclosure hereunder shall be commenced by Trustee or his or her substitute or successor, Secured Party may at any time before the sale of the Mortgaged Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of each or any Note and the other secured indebtedness, and for the foreclosure of this Deed of Trust. It is agreed that if Secured Party should institute a suit for the collection of each or any Note or any other secured indebtedness and for the foreclosure of this Deed of Trust, Secured Party may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee or his or her substitute or successor to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust.



(e) In addition to all other remedies herein provided for, Debtor agrees that upon the occurrence of a Default, Secured Party shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of such Mortgaged Property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the secured indebtedness, and Debtor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Secured Party, but nothing herein is to be construed to deprive Secured Party of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Secured Party to receive payment of the lease payments, rents, room rents, deposits for lodging and income from the Mortgaged Property. Any money advanced by Secured Party in connection with any such receivership shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of making such advancement by Secured Party until paid at a rate of interest per annum as provided in Section 2.2 of the Loan Agreement for interest on past due principal owed on the Notes.

(f) The proceeds of any sale held by Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

first, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, and a reasonable fee to Trustee acting under the provisions of Section 5.1(c) if foreclosed by power of sale as provided in Section 5.1(c);

second, to the payment in full of the secured indebtedness.

third, the remainder, if any, shall be paid to Debtor or other party legally entitled thereto.

(g) Secured Party shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and Secured Party purchasing at such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to Secured Party.

(h) Upon the occurrence of a Default, Secured Party may exercise its rights of enforcement with respect to the personal property under the Washington Uniform Commercial Code, as amended, and in conjunction with, in addition to or in substitution for those rights and remedies, and all rights and remedies granted to Secured Party under any Loan Documents executed by Debtor governing security interests in personal property of Debtor. Any sale made pursuant to the provisions of this Section 5.1(h) shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under power of sale as provided herein upon giving the same notice with respect to the sale of the personal property hereunder as is required for such sale of the



Mortgaged Property under power of sale. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness, or as to the occurrence of any Default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of the sale, but in the name and on behalf of Secured Party.

(i) In the event of a default in the payment of any part of the secured indebtedness, Secured Party shall have the right to proceed with foreclosure of the liens and security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness; and any such sale shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect just as though no sale had been made. The proceeds of any such sale shall be applied as provided in Section 5.1(f) except that the amount paid under subparagraph second thereof shall be only the matured portion of the secured indebtedness and any proceeds of such sale in excess of those provided for in subparagraphs first and second (modified as provided above) shall be applied to installments of principal of and interest on the Notes in the inverse order of maturity. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

(j) All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the secured indebtedness, or any part thereof, or otherwise benefiting Trustee and Secured Party, and Trustee and Secured Party shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

(k) Secured Party may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

(l) To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisalment,



valuation, stay, extension or redemption, and Debtor, for Debtor and Debtor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of the assets of Debtor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Debtor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the rights of Trustee or Secured Party under the terms of this Deed of Trust to a sale of the Mortgaged Property for the collection of the secured indebtedness without any prior or different resort for collection, or the rights of Trustee or Secured Party under the terms of this Deed of Trust to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. If the Mortgaged Property is sold for an amount less than the secured indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. To the extent permitted by law, Debtor waives all rights and claims with respect to Lender's ability to obtain a deficiency judgment.

(m) In the event there is a foreclosure sale hereunder and at the time of such sale Debtor or Debtor's successors or assigns or any other persons claiming any interest in the Mortgaged Property by, through or under Debtor are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

(n) If, following the occurrence of a Default and the acceleration of the secured indebtedness but prior to the foreclosure of this Deed of Trust against the Mortgaged Property, Debtor shall tender to Secured Party payment of an amount sufficient to pay the entire secured indebtedness, such tender shall be deemed to be a voluntary prepayment and, consequently, Debtor shall also pay to Secured Party any charge or premium required to be paid in order to prepay principal and, if such principal payment is made during any period when prepayment is prohibited by this Deed of Trust, or the Loan Documents, the applicable charge or premium shall be the maximum prepayment penalty provided for in the Loan Documents; provided, however, that in no event shall any amount payable under this Section 5.1(n), when added to the interest otherwise payable on the secured indebtedness, exceed the maximum interest permitted under applicable law.

(o) Upon any foreclosure of the Mortgaged Property pursuant to this Deed of Trust, Secured Party shall have the right to cancel any policy of insurance covering all or any part of the Mortgaged Property and shall be entitled to receive any unearned premiums from such policy. The unearned premiums received by Secured Party shall be applied in the same



manner as provided in Section 5.1(f) above regarding the application of proceeds of sale of the Mortgaged Property.

ARTICLE VI

Miscellaneous

Section 6.1 Scope of Deed of Trust. This Deed of Trust is a deed of trust and security interest of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

Section 6.2 Effective as a Financing Statement. This Deed of Trust shall be effective as a financing statement filed as a fixture filing covering all goods which are or are to become fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. The record owner of the real property described in Exhibit A attached hereto is Debtor. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the Washington Uniform Commercial Code, as amended, and similar provisions (if any) of the Uniform Commercial Code as enacted in any other state where the Mortgaged Property is situated which arise out of the sale at the wellhead or minehead of the wells or mines located on the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property is situated. This Deed of Trust shall also be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The name of the Debtor for purposes of this financing statement is the name of the Debtor set forth in Section 1.1 of Article I hereof, and the name of the Secured Party for purposes of this financing statement is the name of the Secured Party set forth in Section 1.1 of Article I hereof. The mailing address of Debtor is the address of Debtor set forth in the definition of "Debtor" in Section 1.1 of Article I hereof and the mailing address of Secured Party from which information concerning the security interests hereunder may be obtained is the address of Secured Party set forth in the definition of "Secured Party" in Section 1.1 of Article I hereof. Debtor's organizational identification number is on Exhibit A.

Section 6.3 Reproduction of Deed of Trust as Financing Statement. A carbon, photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in Section 6.2.

Section 6.4 Cross-Collateralization. In connection with the Loan Agreement, Debtor and the other Borrowers are executing and delivering to Secured Party, other mortgages, deeds of trust, and deeds to secure debt (other than this Deed of Trust) as any of same may be amended, modified or supplemented from time to time, are collectively referred to for purposes of this Section as the "Other Mortgages". This Deed of Trust, as it may be amended, modified or supplemented from time to time, together with the Other Mortgages, are collectively referred to for purposes of this Section 6.4 as the "Mortgages". The Secured Indebtedness is secured by, among other things, the Mortgages, which encumber real and personal property as more



particularly described in each of the Mortgages. The Secured Indebtedness may be accelerated as provided in the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, at its option, accelerate the Secured Indebtedness and foreclose upon any one or more of the Mortgages or resort to any one or more of its other rights and remedies under any or all of the Mortgages and the other Loan Documents. Except as otherwise provided herein, all of the real and personal property conveyed and/or mortgaged by the Mortgages are security for the Secured Indebtedness without allocation of any one or more of the parcels or portions thereof to any portion of the Secured Indebtedness. Secured Party may allocate the proceeds that it receives upon the exercise of its rights and remedies, including foreclosure, to payment of the Secured Indebtedness as Secured Party in its sole discretion may determine to be advisable pursuant to the terms of the Loan Documents. Secured Party may proceed, at the same or different times, to foreclose the Mortgages or any one or more of them, by any proceedings appropriate in the state where any of the real property encumbered by one or more of the Mortgages lies, including private sale if permitted, and no event of enforcement taking place in any state, including without limiting the generality of the foregoing, any pending foreclosure, judgment or decree of foreclosure, foreclosure sale, rents received, possession taken, deficiency judgment or decrees, or judgment taken on the Secured Indebtedness, shall in any way stay, preclude or bar enforcement of the Mortgages or any of them in any other state, and Secured Party may pursue any or all of its remedies to the maximum extent permitted by applicable law pursuant to the terms of the Loan Documents until all of the Secured Indebtedness and all other obligations now or hereafter secured by any or all of the Mortgages have been paid or discharged in full. Additionally, and without limitation of any other provision of this Deed of Trust, if this Deed of Trust is foreclosed and the Mortgaged Property is sold (or any part thereof) pursuant to foreclosure or other proceedings, and if the proceeds of such sale (after application of such proceeds as provided in this Deed of Trust and the other Loan Documents) are not sufficient to pay the total sum of the Secured Indebtedness then outstanding and any other amounts provided for by applicable law (the "Balance Owed"), then, to the extent permitted by law, the Secured Indebtedness shall not be satisfied to the extent of the Balance Owed, but such Secured Indebtedness shall continue in existence and continue to be evidenced and secured by the Loan Documents and the Mortgages. Subject to the requirements of applicable law, if Mortgagee shall acquire the Mortgaged Property as a result of any foreclosure or other sale (whether by bidding all or any portion of the Secured Indebtedness or otherwise), the proceeds of such sale, to the extent permitted by law, shall not be deemed to include (and Debtor shall not be entitled to any benefit or credit on account of) proceeds of any subsequent sale of the Mortgaged Property by Secured Party. Without limitation of any other provision hereof, Mortgagor further agrees that if any of the Other Mortgages are foreclosed and sale is made of any of the property subject to any Other Mortgages, and if the proceeds of such sale (after application of such proceeds as provided for herein and after deducting all accrued and general and special taxes and assessments) are not sufficient to pay the Secured Indebtedness and any other amounts provided for by applicable law, then, to the extent permitted by law, the Secured Indebtedness then outstanding shall not be satisfied to the extent of the Balance Owed, but such Debt shall continue in existence and continue to be evidenced and secured by the Loan Documents and the Mortgages existing immediately prior to any such foreclosure, except such Mortgages foreclosed upon. No release of personal liability, if any, of any Person whatsoever and no release of any portion of the property now or hereafter subject to the lien of any of the Mortgages shall have any effect whatsoever by way of impairment or disturbance of the lien or priority of any other of the



Mortgages or the unreleased properties encumbered by any of the Mortgages, to the extent permitted by law. Any foreclosure or other appropriate remedy brought in any of the states aforesaid may be brought and prosecuted as to any part of the security, wherever located, without regard to the fact that foreclosure proceedings or other remedies have or have not been instituted elsewhere on any other property subject to the lien of the Mortgages. Neither Debtor nor any Person claiming by, through or under Debtor shall have any right to marshal the assets, all such rights being hereby expressly waived as to Debtor and all Persons claiming by, through or under Debtor, Secured Indebtedness, without limitation, junior lienors. Each of Mortgagor and all endorsers, guarantors and sureties of the Debtor, hereby waives any and all rights arising because of payment or performance by Debtor of any Secured Indebtedness (a) against any Person by way of subrogation of the rights of Secured Party or (b) against any Person obligated to pay or perform the Secured Indebtedness or other obligations secured by the Other Mortgages by way of contribution, reimbursement or otherwise.

Section 6.5 Notice to Account Debtors. In addition to the rights granted elsewhere in this Deed of Trust, Secured Party may at any time during the existence of a Default, or event which with the giving of notice or passage of time, or both, could become a Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Secured Party directly.

Section 6.6 Waiver by Secured Party. Secured Party may at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Debtor with any covenant herein made by Debtor to the extent and in the manner specified in such writing; (b) consent to Debtor's doing any act which hereunder Debtor is prohibited from doing, or to Debtor's failing to do any act which hereunder Debtor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property or any interest therein from the lien and security interest of this Deed of Trust; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Secured Party hereunder except to the extent specifically agreed to by Secured Party in such writing.

Section 6.7 No Impairment of Security. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party including, but not limited to, any renewal, extension or modification which Secured Party may grant with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the liability of Debtor or of any endorser, guarantor or surety, or improve the right of any junior lienholder in the Mortgaged Property (without implying hereby Secured Party's consent to any junior lien).

Section 6.8 Acts Not Constituting Waiver by Secured Party. Secured Party may waive any Default without waiving any other prior or subsequent Default. Secured Party



may remedy any Default without waiving the default remedied. Neither failure by Secured Party to exercise, nor delay by Secured Party in exercising, any right, power or remedy upon any Default shall be construed as a waiver of such Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the secured indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Secured Party in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Secured Party of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a Default hereunder.

Section 6.9 Debtor's Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness secured hereby in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Mortgaged Property, no forbearance on the part of Secured Party, and no extension of the time for the payment of the indebtedness secured hereby given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Debtor agrees that it shall be bound by any modification of this Deed of Trust or any of the other Loan Documents made by Secured Party and any subsequent owner of the Mortgaged Property, with or without notice to Debtor, and no such modifications shall impair the obligations of Debtor under this Deed of Trust or any other Loan Document. Nothing in this Section shall be construed to imply Secured Party's consent to any transfer of the Mortgaged Property.

Section 6.10 Place of Payment; Forum. All secured indebtedness which may be owing hereunder at any time by Debtor shall be payable at the place designated in the Notes (or if no such designation is made, at the address of Secured Party indicated at the end of this Deed of Trust). Debtor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any New York court, or any United States federal court, sitting in the Southern District of New York, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Mortgaged Property is located, over any suit, action or proceeding arising out of or relating to



this Deed of Trust or the secured indebtedness. Debtor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York state court, or any United States federal court, sitting in the Southern District of New York may be made by certified or registered mail, return receipt requested, directed to Debtor at its address stated in this Deed of Trust, or at a subsequent address of which Secured Party received actual notice from Debtor in accordance with this Deed of Trust, and service so made shall be complete five (5) days after the same shall have been so mailed.

Section 6.11 Subrogation to Existing Liens. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Secured Party at Debtor's request, and Secured Party shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Secured Party is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Secured Party, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness.

Section 6.12 Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Deed of Trust.

Section 6.13 Reserved.

Section 6.14 Release of Deed of Trust. If all of the secured indebtedness be paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements made in this Deed of Trust are kept and performed, and all obligations, if any, of Secured Party for further advances have been terminated, then, and in that event only, all rights under this Deed of Trust shall terminate (except to the extent expressly provided herein with respect to indemnifications and other rights which are to continue following the release hereof) and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Secured Party in due form at Debtor's cost. Without limitation, all provisions herein for indemnity of Secured Party shall survive discharge of the secured indebtedness and any foreclosure, release or termination of this Deed of Trust.

Section 6.15 Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan

Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by reputable courier or delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Deed of Trust (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by telegram, telex, or facsimile. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile, upon receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason.

Section 6.16 Invalidity of Certain Provisions. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 6.17 Gender; Titles; Construction; Capitalized Terms. Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Deed of Trust and not to any particular Article, Section, paragraph or provision. Words importing persons shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons. All capitalized terms used in this Deed of Trust, but not defined herein shall possess the same meaning as they were given in the Loan Agreement.

Section 6.18 Recording. Debtor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Secured Party in, the Mortgaged Property. Debtor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Notes, this Deed of Trust, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and, with the exception of income, franchise or similar taxes, all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the M-



Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 6.19 Secured Party as Secured Party. All persons dealing with the Mortgaged Property (other than Debtor) shall be entitled to assume that Secured Party is the only secured party, and may deal with Secured Party (including without limitation accepting from or relying upon full or partial releases hereof executed by Secured Party only) without further inquiry as to the existence of other secured parties, until given actual notice of facts to the contrary or until this Deed of Trust is supplemented or amended of record to show the existence of other secured parties.

Section 6.20 Reporting Compliance. Debtor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Notes and secured by this Deed of Trust which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Secured Party to furnish Secured Party with evidence of such compliance.

Section 6.21 Debtor. Unless the context clearly indicates otherwise, as used in this Deed of Trust, "Debtor" means the grantors named in Section 1.1 hereof or any of them. The obligations of Debtor hereunder (if Debtor consists of more than one person) shall be joint and several. If any mortgagor, or any signatory who signs on behalf of any Debtor, is a corporation, partnership or other legal entity, Debtor and any such signatory, and the person or persons signing for it, represent and warrant to Secured Party that this instrument is executed, acknowledged and delivered by Debtor's duly authorized representatives. If Debtor is an individual, no power of attorney granted by mortgagor herein shall terminate on Debtor's disability.

Section 6.22 Execution. This Deed of Trust may have been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Deed of Trust, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Deed of Trust shall be deemed to be the date reflected on the first page hereof.

Section 6.23 Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Debtor, and the heirs, devisees, representatives, successors and assigns of Debtor, and shall inure to the benefit of Secured Party and its successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Deed of Trust to Debtor, Borrower or Secured Party shall be deemed to include all such heirs, devisees, representatives, successors, substitutes and assigns.

Section 6.24 Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and



executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

Section 6.25 No Partnership, etc. The relationship between Secured Party and Debtor is solely that of lender and mortgagor. Secured Party has no fiduciary or other special relationship with Debtor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Debtor and Secured Party or in any way make Secured Party a co-principal with Debtor with reference to the Mortgaged Property. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

Section 6.26 Future Advances. This Deed of Trust secures (i) all present and future loan disbursements made by the Secured Party under the Notes, the Loan Agreement and any other Loan Documents, including, but not limited to periodic advances and re-advances on a revolving basis which will be made from time to time, and all other sums from time to time owing to the Secured Party by the Borrower or Debtor under the Loan Documents and (ii) such future or additional advances (in addition to the principal amount under the Notes) as may be made by the Secured Party at its exclusive option, to Borrower or Debtor or their successors or assigns for any purpose. The maximum principal amount which may be secured hereby at any one time is set forth on Exhibit A, plus interest and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, and for maintenance, repair, protection and preservation of the Mortgaged Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. This Deed of Trust shall secure such future advances as may be made by Secured Party at its option and for any purpose, until the final maturity date of the indebtedness secured hereby. All such future advances shall be included within the terms "secured indebtedness" and "indebtedness secured hereby", shall be secured to the same extent as if made on the date of the execution of this Deed of Trust, and shall take priority as to third persons without actual notice from the time this Deed of Trust is filed for record as provided by law. Without the prior written consent of Secured Party, which Secured Party may grant or withhold in its sole discretion, Debtor shall not file for record any notice limiting the maximum principal amount that may be secured by this Deed of Trust to a sum less than the maximum principal amount set forth in this Section.

Section 6.27 Time of Essence. Time shall be of the essence in this Deed of Trust with respect to all of Debtor's obligations hereunder.

Section 6.28 **APPLICABLE LAW.** **THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY WASHINGTON LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.**

Section 6.29 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Debtor and Secured Party with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Debtor and Secured Party with respect to the matters addressed in the Loan Documents. Debtor hereby acknowledges that, except as incorporated in



writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Secured Party to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in such Loan Documents.

Section 6.30 Use of the Premises. The Property is not used principally for agricultural purposes.

Section 6.31 Ground Lease Provisions. If any portion of the Mortgaged Property consists of Debtor's interest under a Ground Lease, then the following provisions shall apply:

1. No Merger of Fee and Leasehold Estates. So long as any portion of the secured indebtedness shall remain unpaid, unless Secured Party shall otherwise consent, the fee title to the Mortgaged Property and the leasehold estate under the Ground Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Debtor, Secured Party or any other person by purchase, operation of law or otherwise.

2. Debtor's Acquisition of Fee Estate. If Debtor shall become the owner of fee title to the Mortgaged Property, then the lien of this Deed of Trust shall be spread to cover such fee title, which shall be deemed to be included in the Mortgaged Property. Debtor agrees, at its sole cost, including, without limitation, Secured Party's reasonable attorneys' fees, to (i) execute all documents necessary to subject its fee title to the Premises to the lien of this Deed of Trust; and (ii) provide to Secured Party a title insurance policy insuring that the lien of this Deed of Trust is a first lien on such fee title.

3. Rejection or Termination of the Ground Lease.

(a) If the Ground Lease is terminated upon the rejection or disaffirmance thereof pursuant to the Bankruptcy Code or any other law affecting creditor's rights, then (i) Debtor, immediately after obtaining notice thereof, shall give notice thereof to Secured Party, (ii) Debtor, without the prior consent of Secured Party, shall not elect to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code or any comparable federal or state statute or law, and any election by Debtor made without such consent shall be void, and (iii) this Deed of Trust and all the liens and provisions hereof shall extend to and cover Debtor's possessory rights under Section 365(h) of the Bankruptcy Code and to any claim for damages due to the rejection or termination of the Ground Lease. Debtor hereby assigns irrevocably to Secured Party Debtor's rights to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code and to offset rents under the Ground Lease in the event any case, proceeding or other action is commenced by or against the Ground Lessor under the Bankruptcy Code or any comparable federal or state statute or law; provided that Secured Party shall not exercise such rights and shall permit Debtor to exercise such rights with the prior consent of Secured Party, not to be unreasonably withheld or delayed, unless an Event of Default shall have occurred and be continuing.



(b) Debtor hereby assigns to Secured Party Debtor's rights under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law, in any case, proceeding or other action commenced by or against Debtor under the Bankruptcy Code or comparable federal or state statute or law, (i) to reject the Ground Lease and (ii) to seek an extension of the period within which to accept or reject the Ground Lease. At Secured Party's request, Debtor shall assign its interest in the Ground Lease to Secured Party in lieu of rejecting the Ground Lease, upon receipt by Debtor of Secured Party's agreement to cure any existing defaults of Debtor under the Ground Lease that are reasonably susceptible of being cured by Secured Party.

(c) If the Ground Lease is terminated upon the rejection or disaffirmance thereof pursuant to the Bankruptcy Code or any other law affecting creditor's rights, then any property not removed by Debtor as permitted or required by the Ground Lease shall, at the option of Secured Party, be deemed abandoned by Debtor; provided that Secured Party may remove any such property required to be removed by Debtor pursuant to the Ground Lease, and all costs of such removal shall be paid by Debtor within five days of receipt by Debtor of an invoice therefor.

(d) If the Ground Lease is terminated prior to the natural expiration of its term, and Secured Party or its designee acquires another lease of the Mortgaged Property, Debtor shall have no right, title or interest in or to such other lease or the leasehold estate created thereby.

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Section 6.32 Headings, Etc. The headings and captions of various Sections of this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.33 Limitation on Agent's Responsibility. No provision of this Deed of Trust shall operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon the Secured Party or any other Lender, nor shall it operate to make the Secured Party responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other Person, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Secured Party a "mortgagee in possession."

Section 6.34 Trustee's Powers. The Trustee named herein or any successor trustee shall be clothed with the full power to act when action herein shall be required and to



execute any conveyance of the Mortgaged Property except as otherwise expressly required. In the event that the substitution of the Trustee shall become necessary for any reason, the substitution of one trustee in the place of the Trustee herein named shall be sufficient. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond is expressly waived.

The Trustee or any one acting in his stead, shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this Deed of Trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made then Debtor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee has the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder believed by the Trustee in good faith to be genuine. All moneys received by the Trustee will, until used or applied as herein provided, be held in trust for the purpose for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and the Trustee will not be liable for interest on any moneys received by the Trustee hereunder.

Section 6.35 Replacement Documents. Upon receipt of an affidavit of an officer of Secured Party as to the loss, theft, destruction or mutilation of any of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note(s) or other Loan Document, Debtor will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

Section 6.36 Waiver of Notice. To the extent permitted by applicable law, Debtor shall not be entitled to any notices of any nature whatsoever from Secured Party or Trustee except with respect to matters for which this Deed of Trust or the other Loan Documents specifically and expressly provide for the giving of notice by Secured Party or Trustee to Debtor and except with respect to matters for which Secured Party or Trustee is required by applicable law to give notice, and Debtor hereby expressly waives the right to receive any notice from Secured Party or Trustee with respect to any matter for which this Deed of Trust does not specifically and expressly provide for the giving of notice by Secured Party or Trustee to Debtor.

Section 6.37 Waiver of Statute of Limitations. To the extent permitted by applicable law, Debtor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment and performance of its Obligations.

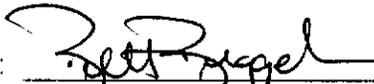
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed by Debtor as of the date first written on page 1 hereof.

Signed, sealed and delivered in the presence of:

DEBTOR:

GOLDENSTATE TOWERS, LLC,
a Delaware limited liability company

By: 
Name: BRETT BUGGER
Title: VICE PRESIDENT



200412270170

Skagit County Auditor

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County of New York, State of New York
Multistate Limited Liability Company Acknowledgment:

On 12/2/04, before me, the undersigned officer, personally appeared Brett Buggein, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the limited liability company (hereinafter, the "LLC"); and that as such Vice President, 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 LLC by himself / herself in his / her authorized capacity as such Vice President as his / her free and voluntary act and deed and the free and voluntary act and deed of said LLC.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 12/2/04, before me, the undersigned, a Notary Public in and for said State, personally appeared Brett Buggein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Diane Angelone
Notary Public
My commission expires:

DIANE ANGELONE
NOTARY PUBLIC, State of New York
No. 24-4671868
Qualified in Kings County
Certificate Filed in New York County
Commission Expires September 30, 2006



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Skagit County Auditor

SCHEDULE I

Other Borrowers

**PINNACLE TOWERS ACQUISITION LLC
PINNACLE TOWERS ACQUISITION HOLDINGS LLC
TOWER VENTURES III, LLC
GLOBAL SIGNAL REIT SAVINGS TRS, INC.
TVHT, LLC
GOLDENSTATE TOWERS, LLC**



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EXHIBIT A

Legal Description

Loan Amount \$293,825,000.00

To the extent the premises encumbered by this Security Instrument are leased by mortgagor/ grantor/debtor: The operative lease, amendments thereto and assignments thereof are set forth in that certain Loan Policy of Title Insurance issued by Chicago Title under CTIC-NY Master #1224-2135 insuring the lien of this Security Instrument.

[EXHIBIT A CONTINUED ON THE NEXT PAGE]



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Skagit County Auditor

EXHIBIT "A"

Tract 2 of SKAGIT COUNTY SHORT PLAT NO. 36-80, recorded under Auditor's File No. 8005230014, records of Skagit County, Washington, being a portion of the Northwest Quarter of the Southwest Quarter of Section 17, Township 35 North, Range 5 East of the Willamette Meridian.

Situated in Skagit County, Washington

Lease Site:

Commencing at the West Quarter corner of Section 17, Township 33 North, Range 5 East, W.M.; thence along the West line of said Section South 02° 19' 10" West 231.35 feet; thence South 87° 40' 50" East 296.73 feet to the True Point of Beginning; thence from said Point of Beginning North 16° 14' 18" East 90.00 feet; thence South 73° 45' 42" East 70.00 feet; thence South 16° 14' 18" West 90.00 feet; thence North 73° 45' 42" West 70.00 feet to the True Point of Beginning.

Site Name: Big Lake South
Site Number: 6014-170
Skagit, Washington



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Skagit County Auditor

Site Name: Baker Heights
Site Number: 6014-169
Skagit, Washington

LEASE AREA DESCRIPTION

A LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CELLULAR SITE IN THAT PORTION OF THE FOLLOWING:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED OCTOBER 22, 1921 AND JULY 30, 1968, IN VOLUME 123 OF DEEDS, PAGE 219 AND AUDITOR'S FILE NO. 716458, RESPECTIVELY.

PER FIRST AMERICAN TITLE COMMITMENT NO. 0066216.

LEASE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY;
THENCE ALONG THE EAST LINE THEREOF SOUTH 00°17'12" WEST 204.02 FEET;
THENCE NORTH 89°42'48" WEST 218.66 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 57°12'41" WEST 100.00 FEET;
THENCE SOUTH 32°47'19" WEST 80.00 FEET;
THENCE SOUTH 57°12'41" EAST 100.00 FEET;
THENCE NORTH 32°47'19" EAST 80.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 8000 SQUARE FEET, MORE OR LESS.

BEARINGS REFERENCED TO WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE NAD 83/91.

ACCESS AND UTILITY EASEMENT DESCRIPTION

A NON-EXCLUSIVE EASEMENT, APPURTENANT TO THAT CERTAIN LEASE AREA, FOR ACCESS (INGRESS AND EGRESS) AND UTILITY PURPOSES IN, ON, OVER, THROUGH, UNDER, AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED OCTOBER 22, 1921 AND JULY 30, 1968, IN VOLUME 123 OF DEEDS, PAGE 219 AND AUDITOR'S FILE NO. 716458, RESPECTIVELY.

PER FIRST AMERICAN TITLE COMMITMENT NO. 0066216.

EASEMENT BEING A 20 FOOT WIDE STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 87°41'14" EAST 23.86 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 18°18'10" EAST 34.98 FEET;
THENCE SOUTH 35°39'08" EAST 28.25 FEET;
THENCE SOUTH 43°09'46" EAST 355.08 FEET;
THENCE NORTH 46°26'38" EAST 75.18 FEET TO A POINT ON A LINE THAT IS 10 FEET PERPENDICULAR TO AND PARALLEL WITH THE SOUTHWEST LINE OF SAID LEASE AREA WHICH POINT HEREIN AFTER REFERRED TO AS POINT "A";
THENCE FROM SAID POINT "A" ALONG SAID PARALLEL LINE SOUTH 57°12'41" EAST 67.34 FEET TO A POINT ADJACENT TO THE SOUTHEAST LINE OF SAID LEASE AREA;
THENCE AGAIN FROM SAID POINT "A" ALONG SAID PARALLEL LINE NORTH 57°12'41" WEST 32.66 FEET TO A POINT ADJACENT TO THE NORTHWEST LINE OF SAID LEASE AREA AND THE END OF THIS EASEMENT.

BEARINGS REFERENCED TO WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE NAD 83/91.



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Skagit County Auditor

EXHIBIT B

Permitted Encumbrances

Subject to the Permitted Encumbrances permitted under the Loan Agreement and to those matters expressly listed as exceptions to title or subordinate matters in the title insurance policy accepted by Secured Party in connection with this Deed of Trust, excepting therefrom all preprinted and/or standard exceptions.

Recorded by:

Chicago Title for Global Signal
711 Third Ave, 5th Fl, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title – Marlyn Kisten
711 Third Ave, 5th Fl, NY, NY 10017
(800) 525-2511



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3:30PM