

After Recording, Return To:

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2200 Ross Avenue, Suite 3300
Dallas, TX 75201



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Skagit County Auditor

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

Loan No. 756170; Burlington Building

Grantor: Symbol Properties LLC

Grantee/Beneficiary: U.S. Bank National Association

Grantee/Trustee: First American Title Insurance Company

Abbreviated Legal Description: A portion of Lot 4, Burlington Short Plat 4-94, being a portion of the Northeast 1/4 of Section 6, Township 34 North, Range 4 East, W.M.

(Additional legal description on Exhibit A)

Tax Parcel No(s): P112796

B92024E-2
GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (as the same may from time to time hereafter be modified, supplemented or amended, this "Deed of Trust") is made effective as of August 13, 2007, by and between SYMBOL PROPERTIES LLC, a Washington limited liability company, having its principal place of business and address at 23621 Pillsbury Rd SW, Vashon, Washington 98070, as "Grantor" ("Borrower" to be construed as "Borrowers" if the context so requires), FIRST AMERICAN TITLE INSURANCE COMPANY with an address of 2101 Fourth Avenue, Suite 800, Seattle, Washington 98121, as "Trustee", and U.S. BANK NATIONAL ASSOCIATION, having an address c/o Principal Real Estate Investors, LLC at 801 Grand Avenue, Des Moines, Iowa 50392-1450, together with its successors and assigns, as Beneficiary ("Lender").

WITNESSETH:

Borrower has borrowed from Lender a loan (the "Loan") in the original principal sum of One Million Two Hundred Thirty-Six Thousand and No/100 Dollars (\$1,236,000.00) (the "Loan Amount") evidenced by a secured promissory note in the Loan Amount dated as of the first date mentioned above (as may be modified or amended, the "Note"), payable to Lender, together with

all accrued and unpaid interest thereon, interest accrued at the Default Rate (if any), Late Charges (if any), prepayment penalty or Make Whole Premium (if any), and all other obligations and liabilities due or to become due to Lender pursuant to any and all other instruments or documents evidencing, relating to or securing the Loan (the "Loan Documents") (collectively the "Indebtedness") until the Indebtedness has been paid, but in any event, the unpaid balance (if any) remaining due on the Note shall be due and payable on September 1, 2037 (the "Maturity Date") or such earlier date resulting from the acceleration of the Indebtedness by Lender. Capitalized terms used herein and not defined shall have those meanings given to them in the other Loan Documents. The term "Loan Documents" means the Note and this Deed of Trust each of even date herewith given by Borrower for the benefit of Lender, and all other documents or instruments executed by Borrower that evidence, secure or are executed in connection with the Loan. The term "Loan Documents," however, shall not include any separate guaranties or indemnities, including without limitation that certain Environmental Indemnity Agreement executed by Borrower of even date herewith.

NOW, THEREFORE, to secure the payment of the Indebtedness, and also to secure the payment of any and all other Indebtedness, direct or contingent, that may now or hereafter become owing from Borrower to Lender in connection with the Loan Documents, Borrower does by these presents grant, bargain, sell and convey, in trust, with power of sale and right of entry and possession unto Trustee, its successors and assigns forever, that certain real estate and all of Borrower's estate, right, title and interest therein, located in the County of Skagit, State of Washington, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), which Land, together with the following described property, rights and interests, is collectively referred to herein as the "Premises". This Deed of Trust does not secure Borrower's obligations under the separate Environmental Indemnity Agreement of even date herewith executed by Borrower in favor of Lender.

A. All of Borrower's rights, title and interest as Lessor in and to all leases and all other tenancies, rental arrangements, subleases, and guarantees of the performance or obligations of any tenants thereunder affecting the Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Deed of Trust, and all amendments, extensions and renewals of same, all of which are hereinafter called the "Leases" and all rents or other income or payments, regardless of type or source of payment (including but not limited to common area maintenance charges, lease termination payments, purchase option payments, refunds of any type, prepayment of rents, settlements of litigation or settlements of past due rents) which may now or hereafter be or become due or owing under the Leases, collectively, the "Rents", which are pledged and assigned absolutely and directly. This Assignment is intended to be specific, perfected and choate on recording pursuant to RCW 7.28.230. Borrower intends to establish a present and complete transfer of all the Leases and all rights of the lessor thereunder and all the Rents unto Lender, with the right, but without the obligation, to collect all of said Rents, which may become due during the life of this Deed of Trust;

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, and other water rights, whether or not adjudicated, whether



tributary or nontributary and whether evidenced by deed, water stock, permit or otherwise, sewer rights, rights in trade names and any name under which the Improvements are now or hereafter operated, licenses, permits and contracts, and all other rights of any kind or character in any way now or hereafter appertaining to the Land and Improvements, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof;

C. All right, title and interest of Borrower in and to any and all buildings and improvements of every kind and description now or hereafter erected or placed on the said Land and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all improvements and fixtures now or hereafter owned by Borrower and attached to or contained in and used in connection with the Premises and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by Borrower used or useful in the operation of the Premises; and all renewals or replacements of all of the aforesaid property owned by Borrower or articles in substitution therefore, whether or not the same are or shall be attached to said buildings or improvements in any manner (collectively, the "Improvements"); all the aforesaid property shall be deemed to form a part and parcel of the Land and for the purpose of this Deed of Trust to be Land and covered by this Deed of Trust. As to any of the property aforesaid which does not form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code ("UCC")) this Deed of Trust and the other Loan Documents are each hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating a security interest in all such items, including, but not limited to, all property and rights which Borrower may grant to Lender, as secured party, under the terms of this Deed of Trust or any of the other Loan Documents, including any and all proceeds thereof (as used herein, Borrower shall mean "Debtor" under the UCC and Lender shall mean "Secured Party" under the UCC), and this instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Premises. Borrower hereby grants a security interest in and to any of the Premises governed by the UCC to Lender and appoints Lender as its attorney-in-fact to execute such documents necessary to perfect Lender's security interest and Borrower authorizes Lender at any time until the Indebtedness is paid in full, to prepare and file, at Borrower's expense, any and all UCC financing statements, amendments, assignments, terminations and the like, necessary to create and/or maintain a prior security interest in such property all without Borrower's execution of the same. Furthermore, upon a default under the Loan Documents, Lender will, in addition to all other remedies provided for in the Loan Documents, have the remedies provided for under the UCC in effect in the state in which the Premises are located;

D. All right, title and interest of Borrower, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title and interest of Borrower, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Premises;



E. All funds now or hereafter held by Lender under any property reserves agreement (including any proceeds derived from any letter of credit) or escrow security agreement or under any of the terms hereof or of the Loan Documents;

F. All of Borrower's payment intangibles, letter of credit rights, interest rate cap agreements, tenant in common agreement rights, and any other contract rights of Borrower related in any manner to the ownership, operation, or management of the Premises, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof; and

G. All funds, accounts and proceeds of any of the foregoing whether or not such funds, accounts or proceeds thereof are held by Lender under the terms of any of the Loan Documents, including, but not limited to bankruptcy claims of Borrower against any tenant at the Premises, and any proceeds thereof; proceeds of any Rents, insurance proceeds from all insurance policies required to be maintained by Borrower under the Loan Documents, and all awards, decrees, proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Borrower by reason of any damage to, destruction of or taking of the Premises or any part thereof, whether the same shall be made by reason of the exercise of the right of eminent domain or by condemnation or otherwise (a "Taking").

TO HAVE AND TO HOLD the same unto Trustee, Trustee's successors and assigns, upon the trusts, covenants and agreements herein expressed.

CERTAIN DEFINITIONS

"Affiliate(s)" means any person or Entity directly or indirectly controlling, controlled by, or under common control with Borrower or any person or Entity owning a material interest in Borrower, either directly or indirectly.

"Business Day(s)" has the meaning set forth in the Note.

"Default Rate" means a rate equal to the lessor of (i) four percent (4%) per annum above the then applicable interest rate payable under the Note or (ii) the maximum rate allowed by applicable law.

"Entity" means a (a) corporation, (b) limited or general partnership, (c) limited liability company, or (d) trust.

"Interest Owner(s)" means any person or entity owning an interest (directly or indirectly) in Borrower.

"Make Whole Premium" has the meaning set forth in the Note.



"Notice" means each notice or other communication under this Deed of Trust or any other Loan Document which any party may desire or be required to give to the other shall be deemed to be a sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) Business Days following deposit to U.S. Mail; or (ii) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) Business Day following delivery to such nationally recognized overnight air courier. All Notices shall be addressed to Borrower at its address given on the first page hereof, or to Lender at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1450, Attn: Commercial Mortgage Servicing, with reference to the applicable loan number, or to such other place as either party may by written notice to the other hereafter designate as a place for service of notice. Borrower shall not be permitted to designate more than one place for service of Notice concurrently.

"Permitted Encumbrances" means all title exceptions set forth in the Title Insurance Policy.

"Permitted Transfer" shall mean those transfers permitted in Article IV of this Deed of Trust or as otherwise expressly permitted by Lender.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, or any other Entity, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Rating Agency(ies)" shall mean each statistical rating agency that has assigned a rating to any participation interest, certificate or security issued in connection with a Securitization Transaction.

"Security Deposits" means all security deposits held or to be held with respect to the Premises, pursuant to the applicable Leases.

"Title Insurance Policy" means the loan policy of title insurance for the Premises issued to Lender insuring the first priority lien in favor of Lender created by this Deed of Trust.

I. REPRESENTATIONS, WARRANTIES AND COVENANTS

In order to induce Lender to make the Loan to Borrower and in consideration of Lender's reliance thereon, Borrower hereby represents, warrants and covenants, as follows:

1.1. Representations, Warranties and Covenants Relating to Borrower.

(A) Organization. If Borrower is an Entity, Borrower is and, will continue to (a) be organized and validly existing and in good standing under the laws of the state of its formation, (b) if organized in a state other than a state where the Premises are situated, be



qualified to transact business in the state where the Premises are situated and, (c) have the requisite Entity power to execute, deliver and perform its obligations under the Loan Documents and Environmental Indemnity.

(B) Authorization. The execution, delivery and performance of the Loan Documents and Environmental Indemnity (i) are within the powers of the Borrower; (ii) have been authorized by all required action; and (iii) will not violate, conflict with, result in a breach of or constitute a default under any governing instrument of Borrower, or any other instrument to which Borrower is a party or by which Borrower or the Premises are or may be bound or affected.

(C) Enforceability. The Loan Documents and Environmental Indemnity constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(D) Financial Condition. (i) Borrower is solvent and is not in bankruptcy or insolvency proceedings, (ii) Borrower has not entered into this Loan transaction with the intent to hinder, delay or defraud any creditor, and (iii) Borrower has received reasonably equivalent value for the making of the Loan.

(E) Litigation. There are no pending or threatened actions or lawsuits against Borrower or any Interest Owner(s) or the Premises except as disclosed in writing to Lender.

(F) Not Foreign Person. Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Internal Revenue Code of 1986, as amended, together with any related regulations (the "Code").

(G) ERISA. As of the date hereof and until the Indebtedness is paid in full: (i) Borrower is not and will not be an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, (ii) the assets of Borrower do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA, (iii) Borrower is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, (iv) transactions by or with Borrower are not and will not be subject to state statutes applicable to Borrower regulating investments of and fiduciary obligations with respect to governmental plans, (v) Borrower has made and will continue to make all required contributions to all employee benefit plans, if any, established for or on behalf of Borrower or to which Borrower is required to contribute, and (vi) Borrower has not and will not permit any liability under Sections 4201, 4243, 4062 or 4069 of Title IV of ERISA or taxes or penalties relating to any employee benefit plan or multi-employer plan to become delinquent or assessed.



(H) No Defaults. No default or Event of Default exists under or with respect to any Loan Document.

1.2. Other Representations and Warranties. Borrower further represents and warrants that as of the date hereof and until the Indebtedness is paid in full:

(A) Borrower and each Interest Owner is not and will not be (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), (ii) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States;

(B) none of the funds or other assets of Borrower constitute or will constitute, directly or indirectly, property of any Embargoed Person (as hereinafter defined);

(C) no Embargoed Person has or will have any interest in Borrower (directly or indirectly);

(D) none of the funds of Borrower have been or will be derived from any unlawful activity with the result that the investment in Borrower is prohibited by law or that the Loan Documents and Environmental Indemnity are in or will be in violation of law,

(E) Borrower has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Borrower is prohibited by law or Borrower is in violation of law;

(F) Borrower has complied and will continue to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; and

(G) Borrower has not and will not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Lender under the Loan Documents.



1.3. Representations, Warranties and Covenants Relating to the Premises.

(A) Title Issues.

(i) Borrower owns good, indefeasible, marketable and insurable fee simple title to the Premises, free and clear of all liens, other than the Permitted Encumbrances, and Borrower shall not permit any liens (other than the Permitted Encumbrances), to attach to the Premises. Borrower has the right to make the conveyance under this Deed of Trust. There are not now, and there will not be, any options or purchase rights or rights of first refusal affecting the Premises. Borrower further represents that it shall forever warrant and defend the title to the Premises against all claims and demands of all persons whomsoever and will on demand execute any additional instrument which may be required to give Lender a valid first lien on all of the Premises.

(ii) No Taking has been commenced or, to Borrower's knowledge, is threatened with respect to the Premises.

(iii) All costs and expenses of any and all labor and materials used in the construction of the Improvements have been paid in full. Borrower owns all furnishings, fixtures and equipment used on the Premises free and clear (other than tenants' property), except the lien created by the Loan Documents.

(iv) The Premises are and will be assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is or will be assessed and taxed together with the Premises or any portion thereof.

(v) This Deed of Trust creates a valid and enforceable first mortgage lien on the Premises, subject only to the Permitted Encumbrances.

(B) Status of the Premises.

(i) No portion of the Improvements is located in a special flood or seismic hazard area identified by the Secretary of Housing and Urban Development or the Federal Emergency Management Agency or, if now or hereafter located within any such area, Borrower has obtained and will maintain applicable flood hazard and/or earthquake insurance.

(ii) Borrower has obtained and will maintain all necessary, licenses and permits necessary for the operation of the Premises and the conduct of its business.

(iii) Unless approved by Lender as a Permitted Encumbrance, none of the Improvements lie or will lie outside of the boundaries of the Land or the applicable building restriction lines, and no improvements on adjoining properties encroach upon the Land.



- (iv) The Premises are served by all required utilities.
- (v) All public roads and streets necessary for ingress and egress to the Premises have been completed and are physically and legally open for use by the public.
- (vi) The Premises are free from (a) damage caused by fire or other Casualty; and (b) material structural defects.
- (vii) All building systems contained in the Premises are in good working order.

(C) Status of the Leases and Rents.

(i) No Prior Assignment. As of the date hereof, (i) Lender is the assignee of Borrower's interest under the Leases, and (ii) there are no other assignments of any of the Lessor's interest in the Leases or any of the Rents.

(ii) Security Deposits. As of the date hereof, Borrower is in possession of the Security Deposits.

(iii) Leases. (a) Borrower is the sole owner of the entire lessor's interest in the Leases; (b) the Leases are the valid, binding and enforceable obligations of the tenant thereunder; (c) the terms of all amendments to the Leases are reflected in the certified rent roll delivered to and approved by Lender; (d) none of the Rents have been collected for more than one (1) month in advance; (e) the premises demised under the Leases have been completed and the tenants under the Leases have accepted and taken possession of same on a rent-paying basis; (f) there exists no offset or defense to the payment of any Rents; (g) no Lease contains a purchase option, right of first refusal to purchase, expansion right, or any other similar provision except as previously disclosed in writing to and approved by Lender; (h) no Person has any possessory interest in, or right to occupy the Premises, except under and pursuant to a Lease; (i) all leasing broker fees and commissions payable by Borrower with respect to the Lease(s) have been paid in full; and (j) as of the Closing Date, Borrower has delivered to Lender copies of all Leases.

Borrower will immediately notify Lender in writing if any of the representations, warranties or covenants become untrue or are breached. In addition, Borrower will, at the request of Lender, provide such information as Lender requests.

Borrower agrees that (a) all of the representations and warranties of Borrower are made as of the date hereof (except as expressly otherwise provided) and (b) all representations, warranties and covenants made by Borrower shall survive the delivery of the Note and continue for so long as any Indebtedness remains owing, provided, however, that the representations and warranties set forth in the Environmental Indemnity shall survive in accordance with and subject to the Environmental Indemnity.



II. AFFIRMATIVE COVENANTS

BORROWER COVENANTS AND AGREES AS FOLLOWS:

Borrower shall:

- 2.1. pay each item of Indebtedness secured by this Deed of Trust when due according to the terms of the Loan Documents;
- 2.2. pay a Late Charge on any payment which is not paid on or before the required due date;
- 2.3. pay on or before the due date thereof any claims which could become a lien on the Premises (unless otherwise specifically permitted in this Deed of Trust, and upon request of Lender evidence of the discharge of same);
- 2.4. manage, operate and maintain the Premises and keep the Premises in good condition and repair and free from mechanics' liens or other liens, provided however, that Borrower may in good faith, with reasonable diligence and upon written Notice to Lender within twenty (20) days after Borrower has knowledge of such lien or claim, contest the validity or amount of any such lien or claim and defer payment while contesting same, provided that (i) such contest may legally be made without the payment thereof; (ii) such contest shall prevent the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien or claim; (iii) Borrower shall have obtained a bond over such lien or claim from a bonding company acceptable to Lender which has the effect of removing such lien or collection of the claim or lien so contested or Borrower provides a cash deposit or letter of credit in an amount acceptable to Lender; and (iv) Borrower shall pay all costs and expenses incidental to such contest; and further provided, that in the event of a final, non-appealable judgment or adjudication adverse to Borrower, Borrower shall promptly pay same and shall indemnify and hold Lender and the Premises harmless from any loss for damage arising from such contest and shall take all necessary action necessary to prevent the sale, forfeiture or any other loss or damage to the Premises or to the Lender;
- 2.5. comply, and cause each lessee or other user of the Premises to comply, with all requirements of law, and all rules and regulations, now or hereafter enacted, by authorities having jurisdiction of the Premises and the use thereof, including but not limited to all covenants, conditions and restrictions of record pertaining to the Premises, the Improvements, and the use thereof (collectively, "Legal Requirements");
- 2.6. subject to the provisions of this Deed of Trust, promptly restore any Improvements which may become damaged or be destroyed, so that upon completion of the restoration, there will be no liens (other than the lien of this Deed of Trust) arising out of the construction and the Premises will be substantially the same character and quality as prior to the damage or destruction; and



- 2.7. if other than a natural person, do all things necessary to preserve and keep in full force and effect its existence, good standing and qualification.

III. RESTRICTIVE COVENANTS

Borrower shall not:

- 3.1. construct any building or structure on the Premises, without the prior written consent of Lender not to be unreasonably withheld;

- 3.2. make any alteration (in excess of \$10,000.00 per alteration) or addition (other than normal repair and maintenance) to (i) the roof or any structural component of any Improvements, or (ii) the building operating systems without the prior written consent of Lender not to be unreasonably withheld; unless such additions or alterations are required by applicable Legal Requirements;

- 3.3. remove or demolish any material Improvements, or any portion thereof, without the prior written consent of Lender;

- 3.4. Notwithstanding anything hereinabove to the contrary, Borrower:

(a) may construct, remove or demolish tenant improvements to the extent such work is required solely under the terms of any Leases approved by Lender provided (i) no Event of Default exists under the Loan Documents; (ii) the work is completed on a timely basis, in a good, workmanlike, lien-free manner and in accordance with all Legal Requirements, and (iii) such work does not negatively affect the structural integrity of the Improvements or the value of the Premises;

(b) shall not cause or permit any change to be made in the general use of the Premises without Lender's prior written consent;

(c) shall not initiate any or acquiesce to a zoning reclassification or material change in zoning without Lender's prior written consent; Borrower shall use all reasonable efforts to contest any such zoning reclassification or change not otherwise consented to by Lender in writing; or

(d) shall not make or permit any use of the Premises that could with the passage of time result in the creation of any right of use, or any claim of adverse possession or easement on, to or against any part of the Premises in favor of any person or entity or the public.



IV. DUE ON SALE OR ENCUMBRANCE/TRANSFERS

4.1. Except as expressly permitted in accordance with the following provisions, Borrower or Interest Owner shall not cause, and shall not permit any of the following to occur: (i) a sale, assignment, transfer, encumbrance or other disposition (whether directly or indirectly, voluntary or involuntary, or by operation of law) of all or any portion of the Premises or an interest in the Premises or direct or indirect ownership interests in the Borrower; (ii) the reconstitution or conversion of Borrower and/or Interest Owner from one entity to another type of entity; or to be organized in another state, (iii) the issuance or other creation of ownership interests in the Borrower and/or Interest Owner; (iv) a merger, consolidation, reorganization or any other business combination with respect to Borrower and/or Interest Owner; (v) a conversion to or operation of all or any portion of the Premises as a cooperative or condominium form of ownership; or (vi) if the Borrower is a trust, or if a trust owns a direct ownership interest in Borrower, the addition, deletion or substitution of a trustee of such trust. For the purposes of this provision, any of the events described above shall be defined as a "Transfer".

4.2. If any such Transfer occurs without the prior written consent of Lender (other than Transfers permitted under Section 4.3 below), same shall constitute an immediate Event of Default under the Loan Documents. Lender may in its sole discretion consent to a Transfer and any such consent shall not constitute a consent as to any future or other Transfer.

4.3. Notwithstanding the Transfer restrictions contained in this Article IV above to the contrary, the sale, transfer or conveyance of direct or indirect ownership interests in Borrower (a) among owners of those interests ("Borrower Interest Owners"); and (b) to immediate family members (*i.e.*, children, grandchildren, parents, spouses and siblings) ("Immediate Family Members") of Borrower Interest Owners or to trusts established for the benefit of Jeffrey Symbol, James Symbol, Paula Spence and/or such Immediate Family Members shall be permitted by Lender; provided the following conditions are complied with in each instance: (i) Jeffrey Symbol, James Symbol and Paula Spence retain at least 51% direct ownership interest in Borrower and retain management responsibility for and control of Borrower; (ii) an experienced individual or entity acceptable to Lender continues to manage and lease the Premises; (iii) Lender receives notice of such transfer within thirty (30) days of the transfer; (iv) Lender receives an organizational chart for Borrower which includes ownership breakdowns for all entity levels; (v) Lender receives an acceptable background and credit check, at Borrower's cost, for the proposed transferee if said proposed transferee's interest in Borrower either directly or indirectly will equal or exceed 33%; (vi) Lender receives an acceptable OFAC report (research of the Office of Foreign Assets Control 'Watched' companies list), at Borrower's cost; and (vii) Lender receives a \$2,500 fee for handling each such transfer.

V. TAXES

5.1. Borrower shall pay or cause to be paid when due and before any penalty attaches or interest accrues all taxes, assessments (including assessments for benefits from public works or improvements), utility charges, water charges, sewer service charges, common area maintenance



charges, if any, and all other like charges against or affecting the Premises or against any property or equipment located on the Premises, or which might become a lien on the Premises, and shall, within 10 days following Lender's request, furnish to Lender a duplicate receipt of such payment. If any such tax, assessment or charge may legally be paid in installments, Borrower may, at its option, timely pay such tax, assessment or charge in installments.

5.2. If Borrower desires to contest any tax, assessment or charge relating to the Premises, Borrower may do so by paying the same in full, under protest, in the manner provided by law; or if contest of any tax, assessment or charge may be made without the payment thereof and such contest shall have the effect of preventing the collection of the tax, assessment or charge so contested and the sale or forfeiture of the Premises or any part thereof or any interest therein to satisfy the same, then Borrower may upon the giving of written notice to Lender of its intended action and upon the furnishing to Lender of such security or bond as Lender may require, contest any such tax, assessment or charge in good faith and in the manner provided by law without paying same in full. All costs and expenses incidental to such contest shall be paid by Borrower. In the event of a ruling adverse to Borrower, Borrower shall promptly pay such tax, assessment or charge. Borrower shall indemnify and save harmless Lender and the Premises from any loss or damage arising from any such contest and shall, if necessary to prevent sale, forfeiture or any other loss or damage to the Premises or to Lender, pay such tax, assessment or charge or take whatever action is necessary to prevent any sale, forfeiture or loss.

VI. INSURANCE

6.1. Borrower shall keep in force (i) property insurance insuring all Improvements for perils covered by a causes of loss-special form insurance policy, with an ordinance or law coverage endorsement if the Premises are legally non-conforming if requested by Lender containing both replacement cost and agreed amount endorsements or equivalent coverage; (ii) commercial general liability insurance naming Lender as an additional insured protecting Borrower and Lender against liability for bodily injury or property damage occurring in, on or adjacent to the Premises, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with not less than a Two Million Dollar (\$2,000,000) aggregate limit; (iii) boiler and machinery insurance if the property has a boiler or is an office building; (iv) rental value insurance for the perils specified herein for one hundred percent (100%) of the Rents (including operating expenses, real estate taxes, assessments and insurance costs which are lessee's liability) for a period of twelve (12) months; (v) builders risk insurance during all periods of construction; and (vi) insurance against all other hazards as may be reasonably required by Lender, including, without limitation and if required by Lender, insurance against loss or damage by flood, hurricane and windstorm and earthquake.

6.2. All insurance (including deductibles and exclusions) shall be in form, content and amounts approved by Lender and written by an insurance company or companies approved by Lender and which is licensed to do business in the state in which the Premises are located or a governmental agency or instrumentality approved by Lender. The policies for such insurance shall have attached thereto standard mortgagee clauses in favor of and permitting Lender to



collect any and all proceeds payable thereunder and shall include a 30 day (except for nonpayment of premium, in which case, a 10 day) notice of cancellation clause in favor of Lender. All certificates of insurance on Acord forms 25 (liability) and 28 (casualty) (or policies if requested by Lender) shall be delivered to Lender, with evidence of renewal coverage delivered to Lender at least 30 days before the expiration date of any policy. Borrower shall not carry or permit to be carried separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required in the Loan Documents.

6.3. If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, (provided that Borrower shall not have provided such evidence to Lender within five (5) business days of Borrower's receipt of written notice from Lender which may be in the form of email, facsimile or mail), to take such action as Lender deems necessary to protect its interest in the Premises, including, without limitation, the obtaining of such insurance coverage as Lender in its reasonable discretion deems appropriate. All costs incurred by Lender in connection with such action or in obtaining such insurance and keeping it in full force and effect which are not promptly paid by Borrower shall be added to the Indebtedness secured hereby and shall bear interest at the Default Rate from the date of such advance and shall be due and payable on demand.

VII. TAX AND INSURANCE ESCROWS

7.1. Borrower shall deposit with and pay to Lender on the Closing Date and each payment date specified in the Note, sums calculated by Lender for payment of: estimated taxes and assessments against the Premises and estimated insurance premiums for insurances on the Premises, (collectively, the "Tax and Insurance Escrows"). In addition to the foregoing, if Lender obtains (in its sole discretion and without any obligation on Lender's part to so obtain) insurance covering the Premises either under a force placed insurance policy or under a separate standalone policy covering the Premises after an Event of Default, Borrower shall reimburse Lender for the premiums for such insurance policy (or, in the case of force placed insurance, an allocation of Lender's costs for such force placed coverage). Lender shall use the Tax and Insurance Escrows to pay the taxes, assessments and premiums, as applicable (if such escrows are sufficient to pay same) when the same become due; if, for any reason, the amounts in such escrows are insufficient to pay the taxes, assessments and premiums aforementioned, then Borrower will pay to Lender any amount necessary to make up the deficiency, within three (3) Business Days after Lender has notified Borrower of such deficiency, but in all events prior to the date when payment of such taxes, assessments and insurance premiums shall be delinquent. If the total payments made by Borrower under this Section exceed the amount of payments actually made by Lender for taxes, assessments and insurance premiums, such excess shall be credited by Lender on subsequent Tax and Insurance Escrow deposits to be made by Borrower. If at any time Borrower shall prepay the Indebtedness in full, in accordance with the provisions of the Note and the other Loan Documents, Lender shall, in computing the amount of such Indebtedness, credit to the account of Borrower any balance remaining in the Tax and Insurance Escrows. If there is an Event of Default resulting in a public sale of the Premises, or if Lender otherwise acquires the Premises after an Event of Default, Borrower shall be entitled to a credit of the Tax Escrow against any delinquent or accrued ad valorem taxes with respect to the Premises.



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VIII. DAMAGE OR DESTRUCTION

8.1. In the event of any damage to or destruction of the Premises, or any part thereof:

(A) Borrower will immediately notify Lender of any such damage or destruction covered by insurance is hereinafter referred to as a "Casualty". Lender shall have the right (which may be waived by Lender in writing) to settle and adjust any claim under insurance. In all circumstances, insurance proceeds shall be paid to Lender. Borrower agrees and acknowledges that such proceeds shall be held by Lender without interest and that in any bankruptcy proceeding of Borrower, all such proceeds shall be deemed to be "Cash Collateral" as defined in Section 363 of the Bankruptcy Code. Provided no Event of Default exists, Borrower shall have the right to participate in any settlement or adjustment; provided, however, that any settlement or adjustment where the aggregate amount of such proceeds equals or exceeds \$100,000 shall be subject to the written approval of Lender, not to be unreasonably withheld.

(B) Such proceeds, after deducting therefrom any reasonable expenses incurred by Lender in the collection thereof (including but not limited to reasonable attorneys' fees and costs), shall be applied by Lender to pay the Indebtedness secured hereby including, but not limited to the Make Whole Premium, whether or not then due and payable, provided, however, that if no Event of Default exists at the time of such application, no Make Whole Premium shall be due.

Notwithstanding anything hereinabove to the contrary,

(C) in the event the Casualty occurs more than three (3) months prior to the Maturity Date and no Event of Default exists, Lender shall apply such proceeds as follows:

(i) If the aggregate amount of such proceeds is less than \$25,000, Lender shall pay such proceeds directly to Borrower, to be held in trust for Lender and applied to the cost of rebuilding and restoring the Premises.

(ii) If the aggregate amount of such proceeds equals or exceeds \$25,000 Lender shall disburse such amounts of the proceeds as Lender reasonably deems necessary for the repair or replacement of the Premises, subject to the conditions set forth below.

(D) in the event (x) an Event of Default exists, or (y) the Casualty occurs during the last three (3) months prior to the Maturity Date and Lender determines that the repair and restoration of such Casualty cannot be completed prior to the Maturity Date, or (z) the conditions set forth below are not met, then Lender, in its sole and absolute discretion may either:



(i) declare the entire Indebtedness to be immediately due and payable, provided, however, that if no Event of Default exists, no Make Whole Premium shall be due. All proceeds shall be applied toward payment of the Indebtedness in such priority as Lender elects; or

(ii) disburse such proceeds as Lender reasonably deems necessary for the repair or replacement of the Premises subject to those conditions set forth below which Lender in its sole and absolute discretion may require.

(E) In the event that Borrower is to be reimbursed out of the Casualty insurance proceeds or out of any award or payment received with respect to a Taking, Lender shall from time to time make available such proceeds, subject to the following conditions: (a) there is no Event of Default; (b) receipt of satisfactory estimates of the cost of completion of restoration work and any architect's certificates, waivers of lien, contractor's sworn statements, and other evidence of cost and of payment and of the continued priority of the lien hereof over any potential liens of mechanics and materialmen (including, without limitation, title policy endorsements) as Lender may reasonably require and approve; (c) the time required to complete the restoration work and for the gross revenue to return to pre-Casualty or pre-Taking levels will not exceed the coverage period of the rental value insurance required hereunder; (d) the annual net cash flow (annual net operating income after deduction for annual replacement reserves and a management fee) shall equal or exceed 1.20 times the annual debt service on the Note, and only net operating income from approved executed Leases in effect on the Premises, with no uncured defaults and with tenants that have not exercised or indicated an intent to exercise a right to terminate, shall be used in Lender's determination of the annual net cash flow; (e) Lender approves the plans and specifications of such work, which approval shall not be unreasonably withheld; (f) if the amount of any insurance proceeds, award or other payment is insufficient to cover the cost of restoring and rebuilding the Premises, Borrower shall pay such cost in excess of such proceeds, award or other payment before being entitled to reimbursement out of such funds; (g) Borrower pays to Lender a non-refundable processing fee equal to the greater of \$5,000.00 or .25% of the amount of such proceeds within sixty (60) days of the occurrence of any such damage or destruction and before Lender disburses any proceeds; and (h) such other conditions to such disbursements, in Lender's reasonable discretion, as would be customarily required by a construction lender doing business in the area where the Premises are located or which are otherwise required by any Rating Agency.

(F) No payment made by Lender prior to the final completion of the restoration work shall, together with all previous payments, exceed 90% of the cost of such work performed to the time of payment, and at all times the undisbursed balance shall be at least sufficient to pay for the cost of completion. Any proceeds remaining after restoration shall be paid to Borrower so long as no Event of Default then exists.



(G) Restoration of the Premises shall be commenced promptly after the occurrence of the loss and shall be prosecuted to completion diligently, and the Premises shall be so restored and rebuilt to substantially the same character and quality as prior to such damage and destruction and shall comply with all Legal Requirements.

(H) Should such Casualty or Taking occur after foreclosure or sale proceedings have been instituted, the proceeds of any such insurance policy or policies or awards or other payments related to a Taking, if not applied in rebuilding or restoration of the Improvements, shall be used to pay (i) the Indebtedness then due and owing in the event of a non-judicial sale in such priority as Lender elects, or (ii) the amount due in accordance with any decree of foreclosure or deficiency judgment that may be entered in connection with such proceedings, and the balance, if any, shall be paid in the priority as provided by the laws of the state where the Premises are situated, or otherwise as any court having jurisdiction may direct.

IX. CONDEMNATION/TAKING

9.1. In the event of the commencement of a Taking affecting the Premises:

(A) Borrower shall notify Lender thereof in the manner provided in this Deed of Trust for the giving of notices. Lender may participate in such proceeding, and Borrower shall deliver to Lender all documents requested by it to permit such participation.

(B) Borrower shall cause the proceeds of any award or other payment made relating to a Taking, to be paid directly to Lender. Lender, in its sole and absolute discretion: (i) may apply all such proceeds to pay the Indebtedness in such priority as Lender elects, provided however, that if no Event of Default exists at the time of such application no Make Whole Premium shall be due; or (ii) subject to and in accordance with the provisions set forth in the Damage or Destruction section above, may disburse such amounts of the proceeds as Lender reasonably deems necessary for the repair or replacement of the Premises.

Notwithstanding anything herein above to the contrary, provided no Event of Default exists, Lender agrees to disburse the proceeds received from any Inconsequential Taking, as hereinafter defined, to Borrower for the repair and/or replacement of the Premises. An Inconsequential Taking shall be a Taking which (i) results in less than \$25,000 in proceeds; (ii) does not, in Lender's determination, materially or adversely affect the Improvements, parking, access, ingress, egress or use of the Premises; and (iii) does not trigger any rights or options of tenants under the Leases.

X. FEES AND TAXES

10.1. If pursuant to any law, any tax or fee is due or becomes due or is imposed upon Lender in respect of the issuance of the Note hereby secured or the making, recording and registration of



this Deed of Trust or otherwise in connection with the Loan Documents, the Environmental Indemnity or the Loan except for Lender's income or franchise tax, Borrower covenants and agrees to pay such tax or fee in the manner required by such law, and to hold harmless and indemnify Trustee and Lender, and their respective successors and assigns, against any liability incurred by reason of the imposition of any such tax or fee.

XI. EVENTS OF DEFAULT

11.1. If one or more of the following events (herein called an "Event of Default" or "Events of Default" as the context so requires) shall have occurred:

(A) failure to pay when due any principal, interest, Make Whole Premium or other Indebtedness, utilities, taxes or assessments or insurance premiums required pursuant to the Loan Documents or the Environmental Indemnity, and such failure shall have continued for 5 days; or

(B) Borrower, Interest Owner or any guarantor voluntarily brings or acquiesces to any of the following: (1) any action for dissolution, act of dissolution or dissolution or the like of Borrower, Interest Owner or any guarantor under the Federal Bankruptcy Code as now or hereafter constituted; (2) the filing of a petition or answer proposing the adjudication of Borrower, Interest Owner or any guarantor as a bankrupt or its reorganization or arrangement, or any composition, readjustment, liquidation, dissolution or similar relief with respect to it pursuant to any present or future federal or state bankruptcy or similar law; or (3) the appointment by order of a court of competent jurisdiction of a receiver, trustee or liquidator of the Premises or any part thereof or of Borrower, Interest Owner or any guarantor or of substantially all of the assets of Borrower, Interest Owner or any guarantor; or

(C) one or more of the items set forth in the foregoing subsection (B) above occur which were not either voluntarily brought or acquiesced in by Borrower, Interest Owner or any guarantor, and which are not discharged or dismissed within 90 days after the action, filing or appointment, as the case may be; or

With respect to the matters in (B) and (C) above for an Interest Owner only, no Event of Default shall occur until an interested party or Interest Owner asserts a claim or right against Borrower or the Premises which delays or otherwise affects Lender's rights, remedies, or interests granted under the Loan Documents (whether or not such assertion is successful).

(D) with respect to the matters not described in any other subparagraphs of this section, failure to duly observe or perform any covenant, condition or agreement of the Borrower or any guarantor contained in this Deed of Trust, or in the Loan Documents, or in the Environmental Indemnity, and such failure shall have continued for 30 days after Notice specifying such failure is given by Lender to Borrower; or



(E) If any failure to observe or perform under (D) above shall be of such nature that it cannot be cured or remedied within 30 days, Borrower shall be entitled to a reasonable period of time to cure or remedy such failure (not to exceed 90 days following the giving of Notice), provided Borrower commences the cure or remedy thereof within the 30 day period following the giving of Notice and thereafter proceeds with diligence, as determined by Lender, to complete such cure or remedy.

(F) the breach of the Due on Sale or Encumbrance/Transfers section of this Deed of Trust; or

(G) any representation or warranty when made by or on behalf of Borrower, Guarantor or Interest Owner shall prove to be untrue or inaccurate in any material respect, including, without limitation, any representation or warranty contained within (or rendered in connection with) the making of the Loan or the delivery of any of the Loan Documents or the Environmental Indemnity; or

(H) the failure of Borrower to give Notice to Lender within 90 days after the death of any individual who is personally liable for any obligation under the Loan Documents or the Environmental Indemnity; or

(I) subject to the provisions of this Deed of Trust, the failure of Borrower to provide Lender with an assumption agreement in form and substance and executed by a person(s) or entity(ies) acceptable to Lender in its commercially reasonable discretion to assume the obligations of any deceased individual who is personally liable for any obligation under the Loan Documents or the Environmental Indemnity, and such failure shall have continued for 90 days after the death of such individual;

then, in each and every such case, the whole of said principal sum hereby secured shall, at the option of the Lender and without further notice to Borrower, become immediately due and payable together with accrued interest thereon, a Make Whole Premium calculated in accordance with the provisions of the Loan Documents and all other Indebtedness, and whether or not Lender has exercised said option, interest shall accrue on the entire principal balance and any interest or Make Whole Premium or other Indebtedness then due, at the Default Rate until fully paid or if Lender has not exercised said option, for the duration of any Event of Default.

XII. MAKE WHOLE PREMIUM

12.1. Borrower agrees that if Lender accelerates the whole or any part of the principal sum hereby secured after the occurrence of an Event of Default, Borrower waives any right to prepay the principal sum hereby secured in whole or in part without premium and agrees to pay, as yield maintenance protection and not as a penalty, the Make Whole Premium as provided in the Note. However, in the event any proceeds from a Casualty or Taking are applied to reduce the principal balance under the Note, no Make Whole Premium shall be due so long as no Event of Default exists at the time of such application.



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XIII. LENDER RIGHTS AFTER EVENT OF DEFAULT

13.1. Upon the occurrence of any Event of Default, Lender may, but need not, make any payment or perform any act herein required of Borrower, in any form and manner deemed expedient and may, but need not, purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises, or contest any tax or assessment. All moneys paid and all reasonable expenses paid or incurred, including but not limited to, reasonable attorneys' fees and costs, and any other money advanced by Lender to protect the Premises and the lien hereof, shall be additional Indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Default Rate from the date of expenditure or advance until paid.

13.2. In making any payment hereby authorized relating to taxes or assessments or for the purchase or discharge of any prior lien, Lender may make such payment according to any bill, statement or estimate secured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof or without inquiry as to the validity or amount of any claim for lien which may be asserted.

13.3. Upon the occurrence of any Event of Default, in addition to any other rights or remedies provided in the Loan Documents, at law, in equity or otherwise, Lender shall have the right to cause the Premises or any part thereof to be sold and upon demand by Lender, Trustee, without demand on Borrower, shall sell the Premises or such part thereof as Trustee in its sole discretion may deem necessary having first given notice of the time and place of such sale as required by law.

13.4. Trustee may postpone such sale from time to time by giving notice of such postponement in any manner permitted by law. On the date of the sale or the date to which such sale may have been postponed Trustee may sell the Premises to the highest bidder. This Deed of Trust may also be foreclosed judicially as a mortgage.

13.5. Following the occurrence of an Event of Default, Borrower shall upon demand of Trustee or Lender surrender to Lender possession of the Premises, and Lender shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, its agents or assigns wholly therefrom, and may as attorney-in-fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted:

(A) hold, operate, maintain, repair, rebuild, replace, alter, improve, manage or control the Premises as it deems appropriate, insure and reinsure the same and any risks related to



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Lender's possession and operation thereof and receive all Rents, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems necessary to enforce the payment or security of the Rents, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for Rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; and

(B) conduct leasing activity pursuant to the provisions hereof.

Neither Trustee nor Lender shall be obligated to perform or discharge, nor does either hereby undertake to perform or discharge, any obligation, duty or liability under any Lease. Except to the extent that the same is caused solely by Lender's gross negligence or willful misconduct, should Trustee or Lender incur any liability, loss or damage under any Leases, or under or by reason of the assignment of Leases contained herein, or in the defense of any claims or demands whatsoever which may be asserted against Lender or Trustee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements in any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be added to the Indebtedness and secured hereby.

13.6. Upon the occurrence of an Event of Default, Trustee and Lender in the exercise of the rights and powers conferred upon them shall have the full power to use and apply the Rents, less costs and expenses of collection to the payment of or on account of the items listed in (A) - (C) below, at the election of Lender and in such order as Lender may determine as follows:

(A) to the payment of (i) the expenses of operating and maintaining the Premises, (ii) premiums on insurance as hereinabove authorized, (iii) taxes and special assessments now due or which may hereafter become due on the Premises, and (iv) expenses of placing the Premises in such condition as will, in the sole judgment of Lender, make it readily rentable;

(B) to the payment of any principal, interest or any other Indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(C) to the payment of established claims for damages, if any, reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on appeal.

The manner of the application of Rents, the reasonableness of the costs and charges to which such Rents are applied and the item or items which shall be credited thereby shall be within the sole discretion of Lender. To the extent that the costs and expenses in (A) and (C) above exceed the amounts collected, the excess shall be added to the Indebtedness and secured hereby.



XIV. APPOINTMENT OF RECEIVER

14.1. Upon the occurrence of any Event of Default, Lender may apply to any court having jurisdiction for the appointment of a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Premises or the adequacy of Lender's security. The receiver shall have power to collect the Rents during the pendency of any foreclosure proceedings and, in case of a sale, during the full statutory period of redemption, if any, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such Rents. In addition, the receiver shall have all other powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its possession at Lender's election and in such order as Lender may determine in payment in full or in part of those items listed in the section above.

XV. APPLICATION OF PROCEEDS AFTER FORECLOSURE OR SALE

15.1. Upon such sale, Trustee shall make, execute, and after due payment is made, deliver to the purchaser or purchasers a deed or deeds for the Premises or part thereof sold and shall apply the proceeds of the sale, at the election of Lender first, to all of the expenses of such sale including the reasonable expenses of the Trustee and the fees and costs of any attorneys for the Trustee or Lender, all of which shall accrue and become due from and after any Event of Default, and, second, to the payment of Indebtedness in such order as Lender may elect in its sole and absolute discretion, and third, to the payment of any lienholders if required under applicable law of the state where the Premises are located. The remainder of such proceeds, if any, shall be paid as required by law.

15.2. In the event of such a sale of the Premises or any part thereof and the execution of a deed or deeds therefore under this Deed of Trust, any recital of the occurrence of an Event of Default or of the giving or recording of any notice or demand by Trustee or Lender regarding such sale shall be conclusive proof thereof, and the receipt of the purchase money recited therein shall fully discharge the purchaser from any obligation for the proper application of the proceeds of sale in accordance with these trusts.

XVI. PAYMENT OF COSTS/WAIVER AND OTHER RIGHTS OF LENDER

16.1. Borrower agrees that all reasonable costs, charges and expenses, including but not limited to, reasonable attorneys' fees and costs, incurred or expended by Trustee or Lender arising out of or in connection with any action or proceeding in any way pertaining to the Loan Documents, the Environmental Indemnity, or the Premises, shall be promptly paid by Borrower. All such sums not promptly paid by Borrower shall be added to the Indebtedness secured hereby and shall bear interest at the Default Rate from the date of such advance and shall be due and payable on demand.



16.2. To the full extent that such rights can be lawfully waived, Borrower hereby waives and agrees not to insist upon, plead, or in any manner take advantage of, any notice of intention to accelerate, notice of acceleration, any stay, extension, exemption, homestead, marshaling or moratorium law or any law providing for the valuation or appraisal of all or any part of the Premises prior to any sale or sales thereof under any provision of this Deed of Trust or before or after any decree, judgment or order of any court or confirmation thereof, or claim or exercise any right to redeem all or any part of the Premises so sold, and hereby expressly waives to the full extent permitted by applicable law on behalf of itself and its successors and assigns all benefit and advantage of any such laws. Borrower expressly waives to the full extent permitted by applicable law on behalf of itself and its successors and assigns any and all rights of redemption from any sale or any order or decree of foreclosure obtained pursuant to provisions of this Deed of Trust.

16.3. All rights and remedies granted to Trustee or Lender in the Loan Documents shall be in addition to and not in limitation of any rights and remedies to which it is entitled in equity, at law or by statute, and the invalidity of any right or remedy herein provided by reason of its conflict with applicable law or statute shall not affect any other valid right or remedy afforded to Trustee or Lender. No waiver of any default or Event of Default under any of the Loan Documents shall at any time thereafter be held to be a waiver of any subsequent Event of Default or default. All remedies provided for in the Loan Documents are cumulative and may, at the election of Lender, be exercised alternatively, successively or concurrently. No act of Trustee or Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision or to proceed against one portion of the Premises to the exclusion of any other portion. Time is of the essence under this Deed of Trust and the Loan Documents.

XVII. ASSIGNMENT OF LEASES AND RENTS

17.1. Borrower hereby appoints Lender as the true and lawful attorney of Borrower with full power of substitution and with power for it and in its name, place and stead, to demand, collect, give receipts and releases for any and all Rents herein assigned which may be or become due and payable by the lessees and other occupants of the Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of any and all Rents. Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all Rents herein assigned to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

17.2. Notwithstanding any provision herein to the contrary, prior to an Event of Default, Lender hereby grants to Borrower the revocable license to enforce all provisions contained in the Leases and collect and use (subject to the terms and conditions of the Loan Documents), all Rents, as the same become due and payable, but in any event for not more than one calendar month in advance. Such license shall not be applicable to any Extraordinary Rental Payments



(as hereinafter defined), all of which shall be paid directly to Lender. Lender shall be entitled to hold Extraordinary Rental Payments it receives as additional security for the Note and the funds shall be governed by the terms set forth below. Borrower shall render such accounts of collections as Lender may reasonably require. The license herein granted to Borrower shall terminate immediately and automatically, without further action or documentation, upon an Event of Default; and upon written notice of Borrower's Event of Default at any time hereafter given by Lender to any lessee, all Rents thereafter payable and all agreements and covenants thereafter to be performed by any such lessee shall be paid and performed by such lessee directly to Lender in the same manner as if the above license had not been granted, without prosecution of any legal or equitable remedies under this Deed of Trust. Any lessee of the Premises or any part thereof is authorized and directed to pay to Borrower any Rent herein assigned currently for not more than one calendar month in advance, but shall make all Extraordinary Rental Payments to Lender and any payment so made, other than Extraordinary Rental Payments, prior to receipt by such lessee of the aforementioned notice shall constitute a full acquittance to lessee therefore. "Extraordinary Rental Payments" shall mean any payments under the Leases in excess of one calendar month in advance, lease termination payments and purchase option exercise payments.

17.3. All Extraordinary Rental Payments shall be delivered to Lender. Such Extraordinary Rental Payments shall be held by Lender and Borrower shall not be entitled to interest or crediting of interest on said Extraordinary Rental Payments (hereinafter referred to as the "Extraordinary Rental Escrow") and disbursed or applied as hereinafter provided. So long as no Event of Default has occurred under the Loan Documents, Lender shall disburse funds from the Extraordinary Rental Escrow for costs and expenses incurred by Borrower for tenant improvements and leasing commissions for Leases approved by Lender, not to exceed a combined rate per square foot of net rentable area leased as reasonably determined by Lender at the time such Extraordinary Rental Payments are received by Lender. Borrower shall be allowed disbursements from time to time for tenant improvements and leasing commissions as reasonably determined by Lender. Such disbursements of funds from the Extraordinary Rental Escrow shall be conditioned upon Borrower furnishing to Lender a written request for each such disbursement together with those items as Lender deems reasonably necessary in its discretion. Funds in the Extraordinary Rental Escrow shall constitute additional security for the Loan and shall remain as collateral for the Loan for the term of the Loan.

17.4. Lender shall be under no obligation to enforce any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising out of the covenants and agreements of Borrower in the Leases; and Borrower covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases. All Security Deposits collected by Borrower shall be maintained in accordance with all applicable Legal Requirements and, if cash, shall be deposited by Borrower at a federally insured institution reasonably satisfactory to Lender.

17.5. Borrower covenants not to alter, modify, amend or change the terms of any of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or waive any obligation required to be performed by any lessee or cancel, renew or



terminate any of the Leases or accept a surrender thereof or enter into leases after the date hereof without the prior written consent of Lender, not to be unreasonably withheld, and Borrower will not make any further transfer or assignment thereof, or attempt to pledge, assign or encumber any of the Leases or Rents or other amounts payable thereunder. Borrower further covenants to deliver to Lender, promptly upon receipt thereof, copies of any and all demands, claims and notices of default received by Borrower from any lessee under any of the Leases assigned herein or of any default thereunder by lessee. Borrower shall keep and perform all terms, conditions and covenants required to be performed by lessor under the Leases. If requested by Lender, Borrower shall enforce the Leases and all remedies available to Borrower against the lessees thereunder in case of default under the Leases by lessees.

(A) Notwithstanding the foregoing and subject to Lender's lease approval rights outlined in any Property Reserves Agreement, Borrower shall be permitted, in the ordinary course of business, to enter into, extend, renew, amend or modify (but not terminate) any Lease which covers less than twenty percent (20%) of the square feet of the total net rentable area of space at the Premises without Lender's prior written consent; provided that all of the following conditions are satisfied:

- (i) No Event of Default exists under the Loan Documents;
- (ii) The Lease contains no purchase option or right of first refusal to purchase all or a portion of the Premises;
- (iii) A new Lease must contain terms which are commercially reasonable;
- (iv) All lease extensions, renewals, amendments or modifications (A) are in the ordinary course of business of Borrower; (B) are commercially reasonable; (C) do not involve the relocation of a tenant to space not located within the Premises; and (D) do not provide for reduction of rent or other tenant reimbursement amounts, unless otherwise approved by Lender in writing;
- (v) The new Lease, or any renewal, extension, amendment or modification of an existing Lease, does not or will not cause a default under any Lease, or any other document or instrument (recorded or otherwise) in any way burdening or affecting the Premises; and
- (vi) The tenant's business does not and will not involve the presence of Hazardous Material on the Premises, including but not limited to businesses engaged in the processing of dry cleaning on-site.

(B) Borrower shall furnish to Lender a true and complete copy of each Lease, extension, renewal, amendment or modification of lease, hereafter made by Borrower with respect to space in the Premises within thirty (30) days after execution of same.

(C) With regard to those Leases for which Lender's consent is required, if: (a) Borrower provides Lender with a written request for consent to such Lease and the



request is accompanied by: (i) a copy of the Lease; and (ii) copies of the most recently completed balance sheets and income statements for such lessee, to the extent reasonably available; (b) the request is given in the manner provided for the giving of Notices in this Deed of Trust; and (c) the request is boldly noted as a request for consent to a Lease for which Lender's consent is required and specifically states that the Lease will be deemed approved if Lender fails to respond within 15 Business Days (Lender and Borrower hereby agree that such 15 Business Day period shall commence on the date of Lender's actual receipt of all information reasonably required by Lender in connection with Lender's review of said Lease); then in the event Lender fails to respond within said 15 Business Day period, said consent shall be deemed to have been given. Lender may condition its consent to any Lease on Lender's receipt of a fully executed Subordination, Non-Disturbance and Attornment Agreement, in form and substance reasonably satisfactory to Lender.

17.6. Following the occurrence of an Event of Default, Lender may as attorney-in-fact or agent of Borrower or in its own name as Lender and under the powers granted herein extend, modify, or terminate (to the extent permitted by law or the terms of the specific lease) any then existing leases or subleases and make new leases, which extensions, modifications or new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date.

17.7. It is the intention of Lender and Borrower that the assignment effectuated hereby with respect to the Rents and other amounts due under the Leases shall be a direct, absolute and currently effective assignment and shall not constitute merely the granting of a lien, collateral assignment or a security interest or pledge for the purpose of securing the Indebtedness secured by this Deed of Trust and is effective whether or not a default occurs hereunder or under the Loan Documents. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Lender's interest in the Rents or other amounts payable under the Leases constitutes a lien on or security interest in or pledge thereof, it is agreed and understood that the forwarding of a notice to Borrower after the occurrence of an Event of Default, advising Borrower of the revocation of Borrower's license to collect such Rents shall be sufficient action by Lender to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof, and (iii) entitle Lender to immediate and direct payment of the Rents for application as provided in the Loan Documents, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Premises. Notwithstanding the direct and absolute assignment of the Rents, there shall be no partial reduction of any portion of the Indebtedness secured by this Deed of Trust except with respect to Rents actually received by Lender and applied by Lender toward payment of such Indebtedness.

17.8. Without limitation of the absolute nature of the assignment of the Rents, Borrower and Lender agree that (i) this Deed of Trust shall constitute a "security agreement" for purposes of 11 U.S.C. Section 552(b), (ii) the security interest created by this Deed of Trust extends to property of Borrower acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents (including, without limitation, any Extraordinary Rental Payments), and (iii) such



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security interest shall extend to all Rents (including, without limitation, any Extraordinary Rental Payments) acquired by the estate after the commencement of any case in bankruptcy. Without limitation of the absolute nature of the assignment of the Rents, to the extent Borrower (or Borrower's bankruptcy estate) shall be deemed to hold any interest in the Rents (including, without limitation, any Extraordinary Rental Payments) after the commencement of a voluntary or involuntary bankruptcy case, Borrower hereby acknowledges and agrees that such Rents (including, without limitation, any Extraordinary Rental Payments) are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code. Borrower may not use the cash collateral without the consent of Lender and/or an order of any bankruptcy court pursuant to 11 U.S.C. 363(c)(2), and Borrower hereby waives any right it may have to assert that such Rents (including, without limitation, any Extraordinary Rental Payments) do not constitute cash collateral. No consent by Lender to the use of cash collateral by Borrower shall be deemed to constitute Lender's approval, as the case may be, of the purpose for which such cash collateral was expended.

17.9. Borrower acknowledges and agrees that, upon recordation of this Deed of Trust, Lender's interest in the Rents shall be deemed to be fully perfected, and enforced as to Borrower and all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of taking any other affirmative action.

XVIII. FINANCIAL REPORTING

18.1. Borrower shall keep adequate books and records of account in accordance with generally accepted accounting principles or a tax basis of accounting or in accordance with other methods of accounting acceptable to Lender in its sole discretion, consistently applied ("Approved Accounting Method") and shall furnish to Lender the following, which shall be prepared, dated and certified by Borrower as true, correct and complete in the form required by Lender, unless otherwise specified below:

(A) Within 90 days after the end of each calendar year, detailed financial and operating reports covering the full and complete operation of the Premises, prepared in accordance with the Approved Accounting Method, including, without limitation, income and expense statements; upon written request from Lender, Borrower shall provide the foregoing on a quarterly basis within 30 days after (and effective as of) the end of each quarter;

(B) Within 90 days after the end of each calendar year, a detailed and certified rent roll of the leasing status of the Premises as of the end of such year identifying the lessee (and assignee, subtenants and licensees, if any) and location of demised premises; square footage leased; base and additional rental amounts including any increases; rental concessions, allowances, abatements and/or rental deferments; pass-through amounts; purchase options; commencement and expiration dates; early termination dates; renewal options and annual renewal rents; total net rentable area of the Premises; the existence of any affiliation between Borrower and tenant; and a detailed listing of tenant defaults; upon



written request from Lender, Borrower shall provide the foregoing on a quarterly basis within 30 days after (and effective as of) the end of each quarter;

(C) Within 90 days after the end of each fiscal year for each of the Borrower and Guarantor, detailed annual financial reports (including a balance sheet and income statement) for each of the Borrower and Guarantor for the immediately preceding fiscal year; and

(D) Such other financial statements, and such other information and reports as may, from time to time, be reasonably required by Lender.

XIX. TRANSFER OF LOAN BY LENDER

19.1. Lender may, at any time, sell, transfer or assign the Note, the other Loan Documents and the Environmental Indemnity, and any or all servicing rights with respect thereto, or grant participations therein or sell the Loan in a securitization (each, as designated by Lender, a "Securitization Transaction"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such Securitization Transaction or any Rating Agency (collectively, the "Investor") and each prospective Investor and their advisors, all documents and information related to the Loan including the Loan Documents, the Environmental Indemnity, any financial statements, rent rolls and any other information relating to the Premises or the Loan.

19.2. Borrower agrees that it shall cooperate with Lender and use Borrower's reasonable efforts to facilitate the consummation of any Securitization Transaction, including, without limitation, providing supplementary financial and rent rolls, if requested by Lender.

19.3. Lender agrees that any costs and expenses incurred by Lender under this section shall be the responsibility of and paid for by Lender.

XX. MANAGEMENT OF PREMISES

20.1. The Premises shall at all times be managed by the Borrower or a professional property manager approved by Lender. If the Premises are managed by Borrower or an affiliate of Borrower, then upon the occurrence of an Event of Default, Lender may request, upon thirty (30) days prior written notice to Borrower, that Borrower select a successor manager not affiliated with Borrower to manage the Premises. If a successor manager is required pursuant hereto, Borrower shall immediately appoint a successor manager, which manager and its fees shall be acceptable to Lender in Lender's reasonable discretion.

XXI. TRUSTEE

21.1. Lender or Lender's agent or loan servicer, from time to time, may substitute another Trustee in place of the Trustee named herein, to execute the trusts hereby created; and upon such appointment, and without conveyance to the successor trustee, the successor trustee shall be vested with all the title, interest, powers, duties and trusts in the Premises hereby vested in or



conferred upon Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Lender or Lender's agent or loan servicer containing reference to this Deed of Trust sufficient to identify it, which instrument, when recorded in the office of the County Recorder of the county or counties in which the Premises are situated, shall be conclusive proof of proper appointment of the successor trustee. The recital or statement, in any instrument executed by Trustee (or any successor Trustee), of the due authorization of any agent of the Trustee executing the same shall for all purposes be conclusive proof of such authorization.

21.2. Trustee at any time, at Trustee's option, may commence and maintain suit in any court of competent jurisdiction and obtain the aid and direction of said court in the execution by it of the trusts or any of them, herein expressed or contained, and, in such suit, may obtain the orders or decrees, interlocutory or final of said court directing the execution of said trusts, and confirming and approving Trustee's acts, or any of them, or any sales or conveyances made by Trustee, and adjudging the validity thereof, and directing that the purchasers of the property sold and conveyed be let into immediate possession thereof, and providing for orders of court or other process requiring the Sheriff of the county in which said property is situated to place and maintain said purchasers in quiet and peaceable possession of the property so purchased by them, and the whole thereof.

21.3. Borrower, immediately upon request, at any and all times hereafter, at the expense of Borrower, will cause to be made, executed, acknowledged and delivered to Trustee, any and every deed or assurance in law which Trustee or counsel of Trustee shall reasonably advise or require for the more sure, effectual and satisfactory granting and confirming of said Premises unto Trustee.

21.4. Trustee shall not be liable or responsible for its acts or omissions hereunder, except for Trustee's own gross negligence or willful default, or be liable or responsible for any acts or omissions of any agent, attorneys or employee by him employed hereunder, if selected with reasonable care.

21.5. Trustee accepts the trust created under this Deed of Trust. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee shall be a party unless brought by Trustee.

XXII. GENERAL

22.1. By accepting payment of any sum secured hereby after its due date, Lender does not waive any future defaults.

22.2. The usury provisions of the Note and the Recourse Obligations of the Note are fully incorporated herein by reference as if the same were specifically stated here.

22.3. In the event one or more provisions of the Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not



affect any other provision hereof, and the Loan Documents shall be construed as if any such provision had never been contained herein.

22.4. If the payment of the Indebtedness secured hereby or of any part thereof shall be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender notwithstanding such variation or release.

22.5. Upon payment in full of the principal sum, interest and other Indebtedness secured by the Loan Documents, these presents shall be null and void, and Trustee or Lender shall release this Deed of Trust and the lien hereof by proper instrument executed in recordable form.

22.6. Borrower hereby grants to Lender and its respective agents, attorneys, employees, consultants, contractors and assigns an irrevocable license and authorization to enter upon and inspect the Premises and all facilities located thereon and to conduct such inspection including but not limited to, environmental audits, of the Premises at reasonable times.

22.7. In the event there has been an Event of Default or in the event Lender has formed a reasonable belief, based on its inspection of the Premises or other factors known to it, that Hazardous Materials may be present on the Premises, then Borrower grants to Lender and its respective agents, attorneys, employees, consultants, contractors and assigns an irrevocable license and authorization to conduct, at Borrower's expense, environmental tests of the Premises, including without limitation, a Phase II environmental audit, subsurface testing, soil and ground water testing, and other tests which may physically invade the Premises or facilities (the "Tests").

22.8. Provided no Event of Default has occurred, Lender will provide Borrower with reasonable notice of Lender's intent to enter, inspect and conduct the Tests provided for in this paragraph. In addition, Lender shall conduct such inspections and Tests during normal business hours and use reasonable efforts to minimize disruption of lessees' business operations.

The foregoing licenses and authorizations are intended to be a means of protection of Lender's security interest in the Premises and nothing further.

22.9. Within 15 days after any written request by Lender to Borrower, Borrower shall provide an estoppel certificate in form and content acceptable to Lender acknowledging the amount of principal, interest and other Indebtedness then owing on the Note, the terms of payment, Maturity Date and the date to which interest has been paid. Borrower shall further certify whether any defaults, offsets or defenses exist against the Indebtedness secured hereby. Borrower shall also furnish to Lender, within 30 days of its request, tenant estoppel letters from such tenants of the Premises as Lender may reasonably require, which Lender shall not request more than one (1) time per year.



22.10. The terms of the Loan Documents and the Environmental Indemnity shall be construed and interpreted without construing against the interest of the party causing the Loan Documents and the Environmental Indemnity or any portion of it to be drafted. Borrower is entering into the Loan Documents and the Environmental Indemnity freely and voluntarily without any duress, economic or otherwise.

22.11. This Deed of Trust and all provisions hereof shall inure to the benefit of the heirs, successors and assigns of Lender and shall bind the heirs and permitted successors and assigns of Borrower.

22.12. This Deed of Trust shall be governed by, and construed in accordance with, the laws of the state where the Premises are located, without regard to its conflicts of law principles.

22.13. BORROWER AND LENDER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTIONS BROUGHT BY BORROWER, TRUSTEE OR LENDER IN CONNECTION WITH THIS DEED OF TRUST, ANY OF THE LOAN DOCUMENTS, THE INDEBTEDNESS SECURED HEREBY, OR ANY OTHER STATEMENTS OR ACTIONS OF LENDER.

22.14. This Deed of Trust and the Indebtedness secured hereby is for the sole purpose of conducting or acquiring a lawful business, professional or commercial activity or for the acquisition or management of real or personal property as a commercial investment, and all proceeds of such Indebtedness shall be used for said business or commercial investment purpose. Such proceeds will not be used for the purchase of any security within the meaning of the Securities Exchange Act of 1934, as amended, or any regulation issued pursuant thereto, including without limitation, Regulations U, T and X of the Board of Governors of the Federal Reserve System. This is not a purchase money deed of trust where a seller is providing financing to a buyer for the payment of all or any portion of the purchase price, and the Premises secured hereby is not a residence or homestead or used for mining, grazing, agricultural, timber or farming purposes.

22.15. Unless Lender shall otherwise direct in writing, Borrower shall appear in and defend all actions or proceedings purporting to affect the security hereunder, or any right or power of the Lender. The Lender shall have the right to appear in such actions or proceedings. Borrower shall save Lender harmless from all reasonable costs, and expenses, including but not limited to, reasonable attorneys' fees and costs, costs of a title search, continuation of abstract and preparation of survey incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Lender may be or become a party by reason hereof. All money paid or expended by Lender in that regard, together with interest thereon from date of such payment at the applicable interest rate shall be additional Indebtedness secured hereby and shall be immediately due and payable by Borrower without notice.

22.16. If more than one person or entity constitutes Borrower, all obligations and agreements of the persons or entities constituting Borrower are joint and several.

22.17. This Deed of Trust may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

(Signatures on next page)



IN WITNESS WHEREOF, Borrower has caused this Deed of Trust to be duly executed and delivered as of the date first above written.

BORROWER:

SYMBOL PROPERTIES LLC, a Washington
limited liability company

By: _____

Name: James R Symbol

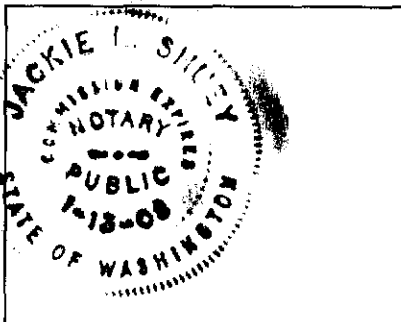
Title: Manager

STATE OF WA

COUNTY OF King

I certify that I know or have satisfactory evidence that James R Symbol is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of SYMBOL PROPERTIES LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/9/07



Jackie L Shuey
Notary Public

Print Name Jackie L Shuey

My commission expires 1/13/08



EXHIBIT A

LEGAL DESCRIPTION

Lot 4 of City of Burlington Short Plat 4-94, approved May 16, 1995 and recorded May 24, 1995 in Book 11 of Short Plats, at pages 204 and 205, under Auditor's File No. 9505240069, being a portion of the Northeast 1/4 of Section 6, Township 34 North, Range 4 East, W.M.;

EXCEPT that portion of said Lot 4 of City of Burlington, Short Plat 4-94, described as follows:

Beginning at the Northeast corner of said Lot 4; thence North $88^{\circ}59'18''$ West, along the North line thereof, a distance of 239.06 feet; thence South $1^{\circ}00'42''$ West, a distance of 27.00 feet; thence South $88^{\circ}59'18''$ East parallel to the North line of said Lot 4, a distance of 243.63 feet to the West right-of-way line of Goldenrod Road as shown on said Short Plat; thence North $8^{\circ}36'09''$ West, along said West line, a distance of 27.38 feet, more or less to the point of beginning;

AND EXCEPT any portion of said Lot 4 of City of Burlington Short Plat 4-94, lying Westerly of the following described line:

Commencing at the Northeast corner of said Lot 4; thence North $88^{\circ}59'18''$ West, along the North line thereof, a distance of 239.06 feet to the true point of beginning; thence South $1^{\circ}00'42''$ West, a distance of 181.20 feet to the South line of said Lot 4.

