



200712100188

Skagit County Auditor

12/10/2007 Page

1 of

45 1:22PM

After Recording mail to:

Norwest Farm Credit Services, PCA
650 Hawthorne Avenue, SE
PO Box 13309
Salem OR 97309
Attention: LeeAnn Heath (503) 373-3050

**LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
FIXTURE FILING AND FILING AGAINST TIMBER TO BE CUT**

GRANTOR: MID-VALLEY RESOURCES, INC.
GRANTEE/BENEFICIARY: NORTHWEST FARM CREDIT SERVICES, PCA
GRANTEE/TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
GUARDIAN NORTHWEST TITLE CO.

93081

Legal Description

P18404

Abbreviated Form:

ACCOMMODATION RECORDING ONLY

Ptn of Sec 7, T 33 N, R 6 E
All of Sec 8, T 33 N R 6 E
All of Sec 9, T 33 N, R 6 E
All of Sec 10, T 33 N, R 5 E
All of Sec 11, T 33 N, R 6 E
All of Sec 12, T 33 N, R 6 E
All of Sec 13, T 33 N, R 6 E
All of Sec 14, T 33 N, R 6 E
All of Sec 15, T 33 N, R 6 E
All of Sec 17, T 33 N, R 6 E
Ptn of Sec 20, T 33 N, R 6 E
Ptn of Sec 21, T 33 N, R 6 E
Ptn of Sec 22, T 33 N, R 6 E
Ptn of Sec 23, T 33 N, R 6 E
Ptn of Sec 27, T 33 N, R 6 E
GL 1 Sec 35, T 33 N, R 6 E
All of Sec 1, T 33 N, R 7 E
All of Sec 2, T 33 N, R 7 E
All of Sec 3, T 33 N, R 7 E
All of Sec 4, T 33 N, R 7 E
All of Sec 5, T 33 N, R 7 E
Ptn of Sec 7, T 33 N, R 7 E
Ptn of Sec 7, T 33 N, R 7 E
Ptn of Sec 8, T 33 N, R 7 E
Ptn of Sec 8, T 33 N, R 7 E
Ptn of Sec 9, T 33 N, R 7 E
Ptn of Sec 9, T 33 N, R 8 E
All of Sec 10, T 33 N, R 7 E
All of Sec 11, T 33 N, R 7 E

Ptn of Sec 12, T 33 N, R 7 E
Ptn of Sec 13, T 33 N, R 7 E
Ptn of Sec 14, T 33 N, R 7 E
All of Sec 15, T 33 N, R 7 E
All of Sec 17, T 33 N, R 7 E
All of Sec 18, T 33 N, R 7 E
Ptn of Sec 19, T 33 N, R 7 E
Ptn of Sec 21, T 33 N, R 7 E
Ptn of Sec 22, T 33 N, R 7 E
All of Sec 23, T 33 N, R 7 E
Ptn of Sec 24, T 33 N, R 7 E
Ptn of Sec 25, T 33 N, R 7 E
Ptn of Sec 26, T 33 N, R 7 E
Ptn of Sec 25, T 34 N, R 5 E
All of Sec 21, T 34 N, R 6 E
All of Sec 22, T 34 N, R 6 E
Ptn of Sec 23, T 34 N, R 6 E
Ptn of Sec 24, T 34 N, R 6 E
Ptn of Sec 26, T 34 N, R 6 E
All of Sec 27, T 34 N, R 6 E
All of Sec 28, T 34 N, R 6 E
Ptn of Sec 29, T 34 N, R 6 E
All of Sec 30, T 34 N, R 6 E
GL 4, 5, 6 & 7 Sec 31, T 34 N, R 6 E
All of Sec 32, T 34 N, R 6 E
All of Sec 33, T 34 N, R 6 E
All of Sec 34, T 34 N, R 6 E
Ptn of Sec 35, T 34 N, R 6 E
Ptn of Sec 25, T 34 N, R 7 E

Ptn of Sec 27, T 34 N, R 7 E
Ptn of Sec 34, T 34 N, R 7 E
All of Sec 35, T 34 N, R 7 E
Ptn of Sec 36, T 34 N, R 7 E
Ptn of Sec 29, T 34 N, R 8 E
Ptn of Sec 30, T 34 N, R 8 E
GL 2 Sec 23, T 35 N, R 6 E
GL 5, 6, 8, 9 & 10 Sec 24, T 35 N, R 6 E
All of Sec 25, T 35 N, R 6 E
Ptn of Sec 26, T 35 N, R 6 E
GL 4 Sec 19, T 35 N, R 7 E
GL 7 & 10 Sec 21, T 35 N, R 7 E
Ptn of Sec 23, T 35 N, R 7 E
Ptn of Sec 24, T 25 N, R 7 E
All of Sec 25, T 35 N, R 7 E
Ptn of Sec 26, T 35 N, R 7 E
Ptn of Sec 35, T 35 N, R 7 E
Ptn of Sec 17, T 35 N, R 8 E
GL 4 Sec 18, T 35 N, R 8 E
All of Sec 19, T 35 N, R 8 E
Ptn of Sec 20, T 35 N, R 8 E
Ptn of Sec 21, T 35 N, R 8 E
Ptn of Sec 29, T 35 N, R 8 E
All of Sec 30, T 35 N, R 8 E
All of Sec 31, T 35 N, R 8 E
Ptn of Sec 32, T 35 N, R 8 E
Lot 2 of SP No. 48-89
Tracts A, B & C LC No 2, V 5 of P, Pg 49
Tract A LC No 3, V 6 of P, Pgs 26-31

Additional Legal on Exhibit A

CONTINUED ON PAGE 2

CONTINUED FROM PAGE 1

LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
FIXTURE FILING AND FILING AGAINST TIMBER TO BE CUT

GRANTOR: MID-VALLEY RESOURCES, INC.
GRANTEE/BENEFICIARY: NORTHWEST FARM CREDIT SERVICES, PCA
GRANTEE/TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

Assessor's Tax Parcel ID#(s):

330607-1-001-0005	330708-3-001-0009	340624-1-001-0100	350624-0-004-0001	350726-1-001-0017
330608-1-001-0004	330709-1-001-0002	340626-2-001-0009	350624-0-006-0009	350735-1-002-0015
330609-1-001-0003	330710-1-001-0009	340626-3-002-0006	350624-0-007-0008	350817-2-001-0007
330610-1-001-0000	330711-1-001-0008	340627-1-001-0000	350624-3-001-0008	350818-3-001-0012
330610-3-002-0005	330712-1-001-0007	340628-1-001-0009	350624-3-002-0007	350819-1-001-0015
330611-1-001-0009	330713-1-001-0006	340629-2-001-0006	350624-4-001-0006	350820-2-001-0010
330612-1-001-0008	330714-1-001-0005	340630-1-001-0005	350625-1-001-0001	350821-4-004-0012
330612-1-003-0006	330715-1-001-0004	340631-1-001-0004	350625-1-002-0000	350829-1-001-0005
330613-1-001-0007	330717-1-001-0002	340632-1-001-0003	350625-2-001-0009	350830-1-001-0002
330614-1-001-0006	330718-1-001-0001	340633-1-001-0002	350625-2-002-0008	350831-1-001-0001
330614-1-002-0005	330719-3-001-0006	340634-1-001-0001	350625-2-003-0007	350832-1-001-0000
330614-4-001-0000	330721-1-001-0006	340635-1-002-0009	350625-3-001-0007	100000-0-010-0006
330615-0-001-0007	330721-1-004-0003	340725-4-001-0005	350625-3-002-0006	100000-0-020-0004
330615-1-002-0004	330722-1-001-0005	340727-1-001-0009	350625-4-001-0005	100000-0-170-0002
330617-1-001-0003	330723-1-001-0004	340734-1-001-0000	350625-4-002-0004	100000-0-180-0000
330620-1-001-0008	330723-4-001-0008	340735-1-001-0009	350626-1-001-0000	100000-0-190-0008
330701-1-001-0000	330724-1-001-0003	340736-1-001-0008	350626-1-002-0009	100000-0-200-0006
330702-1-001-0009	330724-3-002-0008	340829-2-001-0004	350626-2-001-0008	103600-6-041-0004
330703-1-001-0008	330725-2-001-0000	340830-1-001-0003	350719-3-001-0012	103600-6-042-0003
330704-1-001-0007	330726-1-001-0001	350623-2-002-0000	350721-4-001-0016	340621-1-001-0006
330705-1-001-0006	340525-1-001-0003	350623-3-001-0009	350723-3-002-0015	
330707-3-001-0000	340622-1-001-0005	350623-4-002-0006	350724-1-001-0019	
330708-0-001-0005	340623-1-001-0004	350624-0-003-0002	350725-1-001-0026	

ATTENTION: COUNTY RECORDER: This Deed of Trust covers goods that are or are to become affixed to or fixtures on the land described in Exhibit A hereto and is to be filed for record in the records where trust deeds on real estate are recorded. Additionally, this instrument covers and should be appropriately indexed, not only as a trust deed, but also as a financing statement covering timber to be cut and goods that are or are to become fixtures on the real property described herein. The names and mailing addresses of the Trustor (Debtor) and Beneficiary (Secured Party) are set forth in Section 1.3 of this Deed of Trust.



200712100188

Skagit County Auditor

LINE OF CREDIT DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FILING AGAINST TIMBER TO BE CUT

**Skagit County
Executed Original 3 of 6**

THIS LINE OF CREDIT DEED OF TRUST IS ALSO INTENDED TO BE A SECURITY AGREEMENT, FIXTURE FILING AND FILING AGAINST TIMBER TO BE CUT.

This Line of Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), dated as of December 7, 2007, is executed by **MID-VALLEY RESOURCES, INC.**, an Oregon corporation (the "Trustor"), as grantor, in favor of **FIRST AMERICAN TITLE INSURANCE COMPANY**, whose address is 2101 Fourth Ave., Suite 712, Seattle, WA 98121 ("Trustee"), as trustee, for the benefit of **NORTHWEST FARM CREDIT SERVICES, PCA** ("Northwest"), a corporation organized and existing under the laws of the United States, as Collateral Agent under the Collateral Agency Agreement (as defined below) and Beneficiary ("Beneficiary") for the benefit of the Lenders (as defined below). Northwest's physical address is 1700 South Assembly, Spokane, WA 99224-2121, and mailing address is P. O. Box 2515, Spokane, WA 99220-2515.

BACKGROUND

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith (as further amended, supplemented or restated from time to time, the "Northwest Credit Agreement") among the Hampton Resources, Inc., an Oregon corporation (the "Borrower"), Hampton Investment Company (the "Parent"), and certain subsidiaries of the Borrower as guarantors (such guarantors together with the Parent, the Borrower and any other Persons that hereafter become guarantors or other co-obligors of any of the Secured Obligations as defined below (the "Credit Parties"), and Northwest, Northwest has loaned and will loan the Borrower \$147,500,000 evidenced by that certain note due January 1, 2015 in the original principal amount of \$55,000,000, that certain note due December 1, 2017 in the face principal amount of \$67,500,000 and that certain note due December 1, 2012 in the face principal amount of \$25,000,000 and may loan the Borrower up to \$7,500,000 pursuant to the Northwest Credit Agreement to be evidenced by a note due not earlier than December 1, 2012 and not later than December 1, 2017 (collectively, the "Northwest Notes").

B. Pursuant to that certain Credit Agreement, dated as of October 30, 2006 (as amended, supplemented or restated from time to time, the "Bank Credit Agreement"), among Borrower, the Parent, the other Credit Parties, the lenders now or hereafter a party to the Bank Credit Agreement (together with each of their successors and permitted assigns that execute a Joinder

**DEED OF TRUST - 1
Washington
Hampton Resources, Inc.**



200712100188
Skagit County Auditor

12/10/2007 Page 3 of 45 1:22PM

Agreement (Secured Party), individually a "Bank Lender" and collectively the "Bank Lenders", and Bank of America, N.A. ("Bank of America"), a national banking association, as agent (in such capacity, together with its agents and successors and permitted assigns that execute a Joinder Agreement (Secured Party), the "Administrative Agent") for each of the Bank Lenders, the Bank Lenders and certain other Bank Credit Claimholders have made and will make certain extensions of credit to the Borrower in the maximum principal amount of \$150,000,000 (the "Bank Credits") and a maturity date, exclusive of extensions, of October 30, 2011.

C. Pursuant to that certain Note Purchase Agreement, dated as of December 30, 1997 (as amended, supplemented or restated from time to time the "Note Purchase Agreement") the Borrower issued certain Series D Senior Notes due December 30, 2012 (the "Private Placement Notes") in the current principal amount of \$50,000,000. The current holders of the Private Placement Notes and all of their successors and permitted assigns are referred to herein as the "Private Placement Noteholders."

D. Certain of the Bank Credit Claimholders may extend credit to the Borrower in the form of rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing under one or more ISDA Master Agreements (as amended, supplemented or restated from time to time, "Swap Contracts") and certain other Bank Credit Claimholders may extend credit for cash management services under cash management agreements (as amended, supplemented or restated from time to time, the "Cash Management Agreements") in respect of cash management fees and costs.

E. The Borrower, the Parent, the other Credit Parties, the Collateral Agent, Northwest (as holder of the Northwest Notes), the Administrative Agent on its own behalf and on behalf of the Bank Lenders and the Private Placement Noteholders have entered into that certain Intercreditor and Collateral Agency Agreement (the "Collateral Agency Agreement") dated as of even date herewith setting forth, *inter alia*, their agreement regarding the rights and responsibilities of the parties with respect to the Collateral (including the Property as defined herein) and the Secured Obligations (as defined below).

F. The Credit Parties have entered into a Field Servicing Agreement with Northwest as Field Servicer (in such capacity, the "Field Servicer") dated as of even dated herewith (the "Field Servicing Agreement").

G. The term "Lenders" as used herein shall mean Northwest as lender under the Northwest Notes, the Bank Credit Lenders, certain Bank Credit Claimholders that may become party to the Collateral Agency Agreement from time to time in accordance with the terms thereof and the Private Placement Noteholders. The term "Secured Creditors" shall mean the Lenders, the Beneficiary, the Field Servicer and the Administrative Agent. The Northwest Credit Agreement,

DEED OF TRUST - 2
Washington
Hampton Resources, Inc.



the Bank Credit Agreement, the Bank Credits, the Swap Contracts, the Cash Management Agreements, the Note Purchase Agreement, Northwest Notes, the Private Placement Notes, and any and all documents, notes and other instruments signed in connection therewith, as they may be extended, renewed, modified, amended or restated from time to time, are referred to collectively herein as "Creditor Documents." Each capitalized term used and not otherwise defined in this Deed of Trust shall have the meaning given such term in the Collateral Agency Agreement.

ARTICLE 1 GRANT OF SECURITY

1.1 Grant of Security. Trustor, in consideration of the indebtedness secured by this Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, as Collateral Agent for the benefit of the Secured Creditors, all Trustor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "Property"):

a. That certain real property located in the Counties of Pacific, Skagit, Snohomish, Wahkiakum and Whatcom, State of Washington, more particularly described on Exhibit A attached hereto (but including only the legal description for the county in which this original counterpart of the Deed of Trust is being recorded, unrecorded counterpart #1 being maintained in the offices of the Beneficiary) and incorporated herein (the "Land");

b. All timber, also known as "forest tree species," of any size, any age and any species, whether now located in or on or hereafter planted or growing on or on the Land, (whether or not merchantable) whether severed or unsevered, (the "Timber"), including standing and downed Timber and any and all timber to be cut, all logs, lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all Timber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other timber products, now or hereafter owned or acquired by any Trustor or in which any Trustor has an interest, in each case as derived from the Land (the "Forest Products");

c. All buildings, structures, improvements, privileges and appurtenances belonging thereto now existing or hereafter constructed thereon;

d. All furniture, fixtures, appliances, machinery, equipment, construction and building materials, and all personal property and any replacements and proceeds and substitutions thereof, owned by Trustor and now located thereon, attached to, or hereafter acquired or located thereon or attached thereto;

DEED OF TRUST - 3
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

12/10/2007 Page 5 of 45 1:22PM

e. All as-extracted collateral, including but not limited to oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, limerock, coal and other mineral resources and subterranean substances in, on or under the Land ("the Minerals");

f. All present and future easements, including, but not limited to, the appurtenant easements described in Exhibit A of this Deed of Trust, permits, licenses, rights of way, road use agreements, gores of land, streets, ways, alleys, passages, sewer rights, rights, titles, interests, privileges, tenements and hereditaments whatsoever, in any way belonging, relating or appurtenant to any of the Land herein described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Trustor, and the reversion and reversions, remainder and remainders, issues, and profits thereof, possession, claim and demand whatsoever at law, as well as in equity, of any Trustor of, in and to the same to the extent such Trustor's rights thereunder are transferable or assignable;

g. All grazing privileges used in connection with the Land or as a means of access to it, including without limitation, all rights over the property of third persons which are related thereto, and all unaccrued trespass and surface damage claims appurtenant thereto, and all written permits and approvals related to the Land, to the extent assignable;

h. All waters, water courses, water rights and riparian rights (including without limitation, shares of stock evidencing the same) in or relating to the Land;

i. All existing and future leases and subleases relating to the Land or any interest in them, including without limitation, all deposits, advance rentals and other similar payments, but not including the Rents, as defined and separately assigned in Section 5 hereof;

j. All options to purchase, exchange or lease the Land or any interest in them (and any greater estate in the Property and acquired by exercise of such options);

k. All Trustor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land;

l. All contracts and policies of insurance and proceeds thereof which may insure all or any portion of the Forest Products against casualties and theft;

m. All right of Trustor to receive proceeds of any insurance, indemnity, warranty or guaranty payable by reason of loss of or damage to any of the Property;

n. All claims, legal actions or awards made for the partial or complete taking by eminent domain or condemnation or any proceeding or purchase in lieu of eminent domain or condemnation proceeds for all or any portion of the Land, the Timber or the Minerals; and

DEED OF TRUST - 4
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

o. Cash or non-cash proceeds of the Land, Timber or Forest Products, (including but not limited to, accounts and general intangibles), and subject to the terms of the Creditor Documents, proceeds include all subsidy payments in cash or in kind, which may be made to Trustor or any Person or governmental authority, including but not limited to, payments and entitlements from state and federal farm programs.

TO HAVE AND TO HOLD the Property and the UCC Collateral (as described below), and all other properties hereinabove granted to Beneficiary, its successors and assigns, to its own proper use and benefit forever as security for the Secured Obligations, subject however to the terms and conditions herein.

1.2 Grant of Security Interest in UCC Collateral. As further security for the payment, performance and observance of the Secured Obligations, Trustor, as debtor, hereby grants to Beneficiary, as secured party and Collateral Agent for the benefit of the Secured Creditors, a security interest in all of Trustor's existing and future right, title and interest in, to items described in clauses b., d., e., h. and l.- o. of Section 1.1 of this Deed of Trust (the "UCC Collateral"). This Deed of Trust constitutes a security agreement for all purposes under the Uniform Commercial Code as adopted by the State of Washington (the "Washington UCC"). In addition to all other rights and remedies provided for in this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the Washington UCC. Trustor agrees that at least 10-days' notice to Trustor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification with respect to the UCC Collateral. If Beneficiary shall so require, Trustor upon the occurrence of an Event of Default, will make the UCC Collateral (other than fixtures, Timber and Minerals) available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both Trustor and Beneficiary, Trustor shall execute such instruments and documents as Beneficiary reasonably may require from time to time to further evidence, implement or perfect any of Beneficiary's rights, remedies and security interests.

1.3 Fixture Filing. This Deed of Trust is intended to serve as a fixture filing covering fixtures, Timber and as-extracted collateral pursuant to the terms of the Washington UCC. This filing is to be recorded in the real estate records of each county in which the Property is located. In that regard, the following information is provided:

Name and Address of Trustor, as Debtor: Mid-Valley Resources, Inc.
9600 SW Barnes Road, Suite 200
Portland, OR 97255

Name and Address of Beneficiary,
as Secured Party: Northwest Farm Credit Services, PCA
1700 South Assembly Street
P. O. Box 3486
Spokane, WA 99220

DEED OF TRUST - 5
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

12/10/2007 Page 7 of 45 1:22PM

<u>Debtor</u>	<u>State of Organization</u>	<u>Organization Number</u>
Mid-Valley Resources, Inc.	Oregon	300081-89

Name of record owner of the Land:

Mid-Valley Resources, Inc.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Trustor represents and warrants to Beneficiary as follows:

a. Trustor hereby authorizes Beneficiary to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any UCC Collateral described herein, without further signature of Trustor. Trustor hereby represents and warrants that Trustor's chief executive office is located in the State of Oregon; Trustor's State of formation is the State of Oregon; and Trustor's exact legal name is as set forth herein.

b. Trustor is the legal and equitable owner of the Property;

c. Except as otherwise previously disclosed to Beneficiary, Trustor has the exclusive right to harvest any Timber, if any, from the Land and has the exclusive right to use the appurtenant rights and the operating permits;

d. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to Beneficiary, Trustor has not assigned or granted any harvest or access rights or interests (other than unrecorded short term access agreements and permits), or sold any part of the Land or the improvements, if any, to any other person (individual, organization or governmental unit) except in accordance with this Deed of Trust;

e. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("Liens") covering the Property or any part or item thereof except for Permitted Liens, Permitted Exceptions and (i) those matters disclosed in writing to, and approved by, the Collateral Agent pursuant to the Collateral Agency Agreement or disclosed in the title report furnished to Collateral Agent and (ii) miscellaneous unrecorded road use permits, cell tower leases and similar ordinary course of business exceptions common to timber ownership;

DEED OF TRUST - 6
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

f. To the best of Trustor's knowledge, and other than have been disclosed to Beneficiary, there are no federal, state or local laws, regulations, rules or standards, permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("Laws") which are now in effect and which would restrict any material use of the Property for the purpose for which it is now used;

g. Trustor has taken all actions necessary and has been duly authorized under its governing articles of incorporation and bylaws to execute, acknowledge, deliver and perform the Secured Obligations;

h. This Deed of Trust has been executed, acknowledged and delivered on behalf of Trustor by officers of Trustor duly authorized to perform such acts;

i. This Deed of Trust is the legally valid and binding contract of Trustor, and is enforceable against Trustor in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights and remedies of creditors generally and by general principals of equity, whether applied by a court of law or equity; and

j. To the best of Trustor's knowledge, neither the execution of this Deed of Trust nor the payment and performance of the Secured Obligations will materially violate any Laws or orders affecting Trustor or its Property or constitute a breach or Event of Default by Trustor under any agreement, contract, loan indenture, lease, instrument or like document ("Contract") to which Trustor is a party or its Property is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure, of the Property to Beneficiary or its nominee. Trustor hereby agrees to indemnify, defend and hold harmless Beneficiary from and against any and all claims, loss, liability, damages, Liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement of any material fact in the foregoing representations and warranties or the omission therein to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE 3 SECURED OBLIGATIONS

3.1 **Secured Obligations.** This Deed of Trust, and the lien and security interest it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

a. The obligations owed by Trustor to Northwest as Beneficiary hereunder and all outstanding loans or commitments to lend or provide credit by the Lenders to Trustor under the

DEED OF TRUST - 7
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

Creditor Documents, including without limitation, all fees, expenses and reasonable attorneys' fees required thereunder, including all extensions, renewals, modifications, amendments, substitutions and replacements thereto;

b. The payment of all other sums which may be advanced by or otherwise be due to the Beneficiary or the Lenders under any provision of this Deed of Trust or under any other instrument or document referred to in clause (c) below, with interest thereon at the rates provided therein;

c. The performance of each and every one of the covenants and agreements of Trustor contained:

- (i) Herein;
- (ii) In the Northwest Credit Agreement;
- (iii) In the Bank Credit Agreement;
- (iv) In the Note Purchase Agreement;
- (v) In the Northwest Notes and the Private Placement Notes;
- (vi) In the Swap Contracts and Cash Management Agreements;
- (vii) In the other Creditor Documents;
- (viii) In the Collateral Agency Agreement;
- (ix) In the Field Servicing Agreement; and
- (x) All extensions, renewals, modifications, amendments, restatements and substitutions to any of the foregoing.

e. Payment and performance of Trustor's obligations under the Notes and the other Creditor Documents and under any and all other present and future agreements executed by Trustor and the Beneficiary or Lenders and relating thereto;

f. Payment of such additional sums with interest thereon as may be due to Trustee or Beneficiary under any provisions of this Deed of Trust;

g. Payment of all indebtedness and performance of all other Secured Obligations that the then record owner of the Property may agree to pay and perform for the benefit of

DEED OF TRUST - 8
Washington
Hampton Resources, Inc.



Beneficiary (including future advances to Trustor), and which are contained in a document which recites that it is secured by this Deed of Trust;

h. Payment by Trustor of all amounts advanced by (or on behalf of) Beneficiary, a Lender or Trustee to improve, protect or preserve the Property or the security of this Deed of Trust as permitted hereunder or in the Collateral Agency Agreement, with interest on such amounts as provided in this Deed of Trust; and

i. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing, including without limitation, (i) amendments or modifications of the required principal or interest payment dates accelerating or deferring any such payment dates, or (ii) amendments, modifications, extensions or renewals at a different rate of interest, whether or not evidenced by a new or additional notes or other document.

Notwithstanding the foregoing, this Deed of Trust does not secure any separate hazardous materials indemnity or any similar indemnity or indemnities in any of the Creditor Documents.

Trustor acknowledges that the Secured Obligations are unconditional in nature and will not be released, discharged or otherwise affected by (a) any damage to or destruction or condemnation of the Property or any part thereof, (b) any governmental requirement affecting the use or enjoyment of the Property, (c) any defect in title to or lien on the Property, (d) any Bankruptcy Proceeding involving Trustor, (e) any claim which Trustor has or may claim to have against Beneficiary or the Lenders, and whether or not relating to any related agreement between such Beneficiary as Lender and Trustor or (f) any other occurrence of similar or dissimilar nature and whether or not Trustor has actual or constructive notice thereof.

3.2 Open End Instrument and Commitments. This Deed of Trust secures the sum of the Secured Obligations owed by Trustor to Lenders as of the date hereof and shall secure additional extensions of credit and advances made by the Lenders to the Credit Parties. The continuing validity and priority of this Deed of Trust for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding Secured Obligations to the Credit Parties or commitments from Lenders to make future extensions of credit or advances exists.

3.3 Notice. Notice is hereby given that the interest rate, payment terms or balance due on the Secured Obligations may be indexed, adjusted, renewed or renegotiated.

ARTICLE 4 COVENANTS

4.1 Payment of Secured Obligations. Trustor shall pay the Secured Obligations when due.

DEED OF TRUST - 9
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

4.2 Maintenance, Repair, Alterations.

4.2.1 Maintenance, Repair, and Alterations: Affirmative Covenants. Trustor shall:

- a. Keep the Property in good condition and repair;
- b. Complete promptly and in a good and workmanlike manner, any improvement that may be constructed on the Land, and promptly restore in like manner any improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration;
- c. Comply in all material respects with all Laws, consents, permits, licenses, conditions of approval and authorizations of any court or governmental or regulatory body having jurisdiction over Trustor or the Property;
- d. Comply in all material respects with any easement agreements to which the Property is subject (whether encumbering the Property or appurtenant), and such exceptions to title arising in the future as are permitted pursuant to the Collateral Agency Agreement ("Permitted Exceptions");
- e. Keep and maintain the Property in good, neat order and repair;
- f. Comply with the provisions of any leases constituting part of the Property;
- g. Obtain and maintain in full force and effect all material permits necessary for the use, occupancy and operation of the Property; and
- h. Do any and all other acts, except as otherwise prohibited or restricted by the Creditor Documents that may be reasonably necessary to protect or preserve the value of the Property and the rights of Trustee and Beneficiary in it.

4.2.2 Maintenance, Repair and Alterations: Negative Covenants. Trustor shall not:

- a. Remove, demolish or materially alter the Property, other than in the ordinary course of business (it being understood that Trustor may harvest and remove Timber and Forest Products in accordance with the provisions of the Field Servicing Agreement);
- b. Commit, suffer or permit any act to be done in, upon or to any part of the Property in violation of any laws or Permitted Exceptions now or hereafter affecting the Property;

**DEED OF TRUST - 10
Washington
Hampton Resources, Inc.**



200712100188
Skagit County Auditor

c. Commit or permit any material waste or deterioration of the Property (other than the harvesting and removal of the Timber and Forest Products in accordance with the provisions of the Field Servicing Agreement);

d. Take (or fail to take) any action, which would increase the risk of fire or other hazard occurring to or affecting the Property (other than Timber harvesting operations conducted in accordance with applicable law) or which otherwise would impair the security of Beneficiary in the Property;

e. Abandon all or any part of the Property or leave the Property unprotected, unguarded, vacant or deserted; or

f. Initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses which may be made of the Property by Trustor without the prior written consent of Beneficiary.

4.3 Insurance.

4.3.1 Policies Required. Trustor shall at all times maintain in full force and effect, at Trustor's sole cost and expense, with insurers reasonably satisfactory to Beneficiary, the insurance policies as required by the Collateral Agency Agreement.

4.3.2 Reserved.

4.3.3 Delivery of Proceeds to Beneficiary. If required pursuant to the Collateral Agency Agreement and at any time during the existence of an Event of Default, proceeds of any casualty insurance policy described above are to be paid to Beneficiary but are received by Trustor, Trustor shall deliver such proceeds to Beneficiary for the benefit of the Secured Creditors in accordance with the Collateral Agency Agreement. If proceeds of casualty insurance are received by Beneficiary when no Event of Default exists, such proceeds shall be turned over to Trustor.

4.3.4 Assignment of Policies. If this Deed of Trust is foreclosed or other transfer of title or assignment of the Property is made in satisfaction of all or part of the Secured Obligations, then all right, title and interest of Trustor in and to all policies of insurance required by Section 4.3.1 above and all unearned premiums paid on them shall, without further act, pass to the purchaser or grantee of the Property.

4.3.5 Waiver of Subrogation. Trustor waives all right to recover against Beneficiary or any other Secured Creditor (or any officer, employee, agent or representative of Beneficiary or any other Secured Creditor) for any loss incurred by Trustor from any cause insured against or required by any Creditor Document to be insured against, provided however, that this waiver of

**DEED OF TRUST - 11
Washington
Hampton Resources, Inc.**



200712100188
Skagit County Auditor

subrogation shall not apply to any insurance policy if such policy's coverage would be materially reduced or impaired as a result. Trustor shall obtain only policies which permit this waiver of subrogation.

4.4 Taxes and Impositions (Impounds). Trustor shall pay, prior to delinquency, all of the following (collectively the "Impositions"):

- a. All general and special real property taxes and assessments imposed on the Property; and
- b. All other taxes and assessments and charges assessed on the Property (or on the owner and/or operator of the Property) which create or may create a lien on the Property (or on any personal property or fixture used in connection with the Property); and
- c. All business taxes; and
- d. All license fees, taxes and assessments imposed on Beneficiary or any other Secured Creditor with respect to the Secured Obligations (other than Beneficiary's or such other Secured Creditor's income or franchise taxes).

If permitted by law, Trustor may pay the Imposition in installments (together with any accrued interest). Following an Event of Default, upon demand by Beneficiary, Trustor shall deliver to Beneficiary for the benefit of the Secured Creditors, within 30 days following the due date of any Imposition, evidence of payment reasonably satisfactory to Beneficiary. In addition, upon demand by Beneficiary, at Trustor's expense, from time to time, Trustor shall furnish to Beneficiary a tax reporting service for the Property of a type and duration, and with a company reasonably satisfactory to Beneficiary.

4.4.1 Reserves on Impositions (Impounds). If Beneficiary requires, following and during the continuance of an Event of Default, Trustor shall deposit with Beneficiary for the benefit of the Secured Creditors such sum as Beneficiary reasonably estimates to be necessary to pay installments of Impositions and insurance policies next becoming due upon any of the Property. Subject to the Collateral Agency Agreement, all such sums may be held by Beneficiary and applied in such order as Beneficiary may elect for payment of Impositions or other sums secured by this Deed of Trust at Beneficiary's election. Such sums shall constitute additional collateral for the Secured Obligations. Except as otherwise provided by law, Beneficiary shall have no obligation regarding such sums other than to account to Trustor for their receipt and application. Upon any transfer by Beneficiary of its rights or interests in the Secured Obligations or of this Deed of Trust, Beneficiary may turn over to the transferee such of those sums as Beneficiary then holds, and Beneficiary's responsibilities with respect to them shall terminate.

DEED OF TRUST - 12
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

12/10/2007 Page 14 of 45 1:22PM

4.5 Utilities. Trustor shall promptly pay all gas, irrigation, electricity, water, sewer, utility and other charges incurred for the benefit of the Property or which may become a lien against the Property; and all other similar public or private assessments and charges relating to the Property, regardless of whether or not any such charge is or may become a Lien on the Property.

4.6 Liens: Non-Permitted Liens. Trustor shall not cause, incur or permit to exist any Lien, encumbrance or charge ("Non-Permitted Liens") upon all or any part of the Property or any interest in the Property other than Permitted Liens and the Permitted Exceptions. Trustor shall pay and promptly discharge, at Trustor's sole cost and expense, all such Non-Permitted Liens. If Trustor fails to do so, the Beneficiary may, but shall not be obligated to, after ten (10) days notice to Trustor, discharge them without inquiring into the validity of such Non-Permitted Liens or the existence of any defense or offset to them. Beneficiary may discharge Non-Permitted Liens either by (a) paying the amount claimed to be due, or (b) procuring their discharge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or (c) in any other manner permitted or required by applicable law. Trustor shall, immediately upon demand by Beneficiary, pay Beneficiary's reasonable costs and expenses incurred in connection with such discharge, together with interest on such costs from the date of such expenditure until paid at a rate of interest equal to ten percent (10%) per annum (the "Default Rate").

4.7 Sale or Lease of Property: Due on Sale Clause. Except as permitted by the terms of the Collateral Agency Agreement, Trustor shall not sell, lease, sublease or otherwise transfer all or any part of the Property or any interest in it. All leases of any material part of the Property which do not constitute Permitted Liens must be submitted to the Beneficiary for approval under the Collateral Agency Agreement prior to execution, which consent may be granted or withheld in the Lenders' sole and absolute discretion. Transfers requiring Lenders' prior written consent shall include, without limitation, the following, to the extent not permitted by the Creditor Documents:

- a. Involuntary transfers and transfers by operation of Law; and
- b. Liens, encumbrances and assignments as security for obligations, whether voluntary or involuntary.

No sale, lease or other transfer shall relieve Trustor from primary liability for its Secured Obligations.

4.8 Inspections. Subject to the terms of the Creditor Documents, Trustor authorizes Beneficiary and its agents, representatives and employees, upon reasonable notice to Trustor, to enter at any time upon any part of the Property for the purpose of appraising, monitoring and inspecting the Property. In addition, Beneficiary may, upon reasonable notice to Trustor, enter upon any part of the Property to take soil or groundwater samples and conduct tests to investigate for the presence of Hazardous Materials, provided such entry shall cause as little disruption to

DEED OF TRUST - 13
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

the occupants of the Property as possible, and provided Beneficiary restores the Property to its pre-inspection condition if Beneficiary's inspection activities cause damage to the Property. Trustor agrees to pay the costs and expenses incurred in such inspections and examinations, including without limitation, Beneficiary's attorneys' fees, if such inspection was made necessary because of an Event of Default, whether the services are provided by Beneficiary's employees, agents or independent contractors. Trustor shall inform Beneficiary of any adverse condition materially affecting the Property, as contrasted with conditions affecting the timber industry generally. No inspection by Beneficiary shall constitute a waiver of any Event of Default.

4.9 Defense of Actions. Trustor shall notify Beneficiary of any action or proceeding purporting to materially affect (a) the security of this Deed of Trust, (b) all or any part of the Property or any interest in it, or (c) the interests, rights, powers or duties of Beneficiary or Trustee under this Deed of Trust. Trustor, at no cost or expense to Beneficiary or Trustee, shall appear in and defend the same. If Beneficiary or Trustee elects to become or is made a party to such action or proceeding, Trustor shall indemnify, defend and hold Trustee and Beneficiary harmless from all related liability, damage, cost and expense reasonably incurred by either Trustee or Beneficiary (including, without limitation, reasonable attorneys' fees and expenses consistent with Section 4.12 of this Deed of Trust), whether or not such action or proceeding is prosecuted to judgment or decision.

4.10 Protection of Security. If Trustor fails to make any payment or to do any act required by this Deed of Trust within ten (10) days after notice from Beneficiary (except in case of emergency or where a penalty would attach), Beneficiary and/or Trustee may do so. Beneficiary or Trustee may decide to do so, each in its own discretion, without obligation to do so, without further notice or demand, and without releasing Trustor in such manner and to such extent as either may reasonably deem necessary to protect the security of this Deed of Trust. In connection with such actions, Beneficiary and Trustee each have the right, without limitation, but not the obligation: (a) to enter upon and take possession of the Property; (b) to make additions, alterations, repairs and improvements to the Property which in the judgment of either may be necessary or proper to keep the Property in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt (excepting Permitted Liens and Permitted Exceptions) which in the judgment of either may affect the security of this Deed of Trust or appear to be prior or superior to this Deed of Trust; and (e) in exercising such powers, to pay all necessary or appropriate costs and expenses and employ necessary or desirable consultants.

4.11 Beneficiary's Powers. Without affecting the liability of Trustor or any other person liable for the payment of any Secured Obligation, and subject to the terms of the Collateral Agency Agreement and the Creditor Documents, and without affecting the lien or charge of this Deed of Trust, Beneficiary or the other Secured Creditors (as applicable) may, from time to time,

DEED OF TRUST - 14
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

do any of the following: (a) release any person liable for the Secured Obligations, (b) extend the maturity or alter any of the terms of any such obligation (provided however, that the consent of Trustor shall be required for extension or alteration of any unpaid obligation of Trustor to Beneficiary), (c) waive any provision of this Deed of Trust or grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option, all or any part of the Property, (e) take or release any other or additional security for any Secured Obligation, or (f) make arrangements with debtors in relation to the Secured Obligations. Waiver by Beneficiary or any other Secured Creditor of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, neither Beneficiary nor any other Secured Creditor shall have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Beneficiary, or as to any unpaid balance of the Secured Obligations.

4.12 Reimbursement of Costs, Fees and Expenses: Secured by Deed of Trust. Trustor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Beneficiary and/or Trustee in the collection of the Secured Obligations, and Beneficiary's or Trustee's exercise of any right, power, privilege or remedy under this Deed of Trust, the Collateral Agency Agreement, the Field Servicing Agreement or the Creditor Documents. Such amounts include, without limitation (a) foreclosure fees, Trustee's fees and expenses, receiver's fees and expenses and Trustee's sale guaranty premiums, if any, (b) costs and fees paid or incurred by Beneficiary and/or Trustee and/or any receiver appointed under this Deed of Trust in connection with the custody, operation, use, maintenance, management, protection, preservation, collection, appraisal, sale or other liquidation of the Property, (c) costs of evidence of title, costs of surveys and costs of appraisals, and costs resulting from Trustor's failure to perform any of the provisions of this Deed of Trust or the Creditor Documents. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Beneficiary's outside and staff counsel and of any experts and agents (including fees of law clerks, paralegals, investigators and others not admitted to the bar but performing services under the supervision of an attorney), and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Property, in protecting the lien or priority of the security, or in any litigation or controversy connected with the Secured Obligations, including any Bankruptcy Proceeding, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding. Reasonable counsel fees shall include fees incurred not only in enforcing the Secured Obligations in any bankruptcy or receivership proceeding, but also any fees incurred in participating in the bankruptcy or receivership proceedings generally. Such sums shall be secured by this Deed of Trust and shall bear interest from the date of expenditure until paid at the Default Rate.

DEED OF TRUST - 15
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

12/10/2007 Page

17 of 45 1:22PM

4.13 Timber Provisions.

With respect to the portion of the Property that is Timberlands, Trustor shall:

- a. Conduct all cutting operations in such a manner intended to realize the greatest return from the timber stand, to effect suitable utilization of the Property, and to assure the early and complete regeneration of stands of desirable Timber in accordance with accepted industry standards and the Field Servicing Agreement. Trees shall be cut as close to the ground as practicable. Trustor shall take reasonable steps to protect all desirable trees which are not at the time being harvested, including young trees, against unnecessary injury from felling, skidding and hauling; and accepted industry practices complying in all material respects with applicable laws shall be used to prevent soil erosion, including the proper location of skidways and roads;
- b. Comply in all respects with the Washington Forest Practices Act of 1974 (RCW 76.09), all rules and regulations issued by the Washington Forest Practices Board, and any other Laws applicable to Trustor's operations on the Property, including without limitation, the rules and regulations of the Washington Department of Fish and Wildlife;
- c. Maintain membership in forest protective associations where any of the Property falls within a forest protective district under the jurisdiction of any such association;
- d. Pay as due any forest patrol assessments of the Washington Forest Practices Board, or of a forest protective association described in (c);
- e. Maintain the forest lands classification of the Property on the tax roll; and
- f. Ensure that the Timberlands are being stocked, managed and harvested in a manner consistent with good forestry practices and in accordance with local industry standards.

4.14 Easement. Trustor hereby grants, for so long as this Deed of Trust remains in effect, unconditional, irrevocable, cost-free easements over the Property so as to afford reasonable access to roads and other services and facilities to/on the Property as the Collateral Agent and the Field Servicer may reasonably require to facilitate access, use, administration, management, protection, harvesting and reforestation of forest and other products from the Property; and such easements, and all rights appurtenant to the Property therein, shall be encumbered as part of this Deed of Trust.

**ARTICLE 5
ASSIGNMENT OF RENTS, ISSUES AND PROFITS**

5.1 Assignment of Rents, Issues and Profits. Trustor absolutely, unconditionally and irrevocably assigns and transfers to Beneficiary for the benefit of the Secured Creditors all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and

**DEED OF TRUST - 16
Washington
Hampton Resources, Inc.**



200712100188
Skagit County Auditor

similar benefits derived from the Property (collectively the "Rents"), and gives to Beneficiary the right, power and authority to collect such Rents for the benefit of the Secured Creditors. Trustor irrevocably appoints Beneficiary its true, lawful and irrevocable attorney-in-fact, at the option of Beneficiary, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Trustor's name, for all Rents, and to apply them to the Secured Obligations in accordance with the Collateral Agency Agreement. However, Trustor shall have a license to collect and retain Rents (but not more than one month in advance unless the written approval of Beneficiary has first been obtained) so long as an Event of Default shall not have occurred and be continuing. The assignment of the Rents in this Article 5 is intended to be an absolute assignment from Trustor to Beneficiary for the benefit of the Secured Creditors and not merely the passing of a security interest. This assignment of Rents is intended to be specific, perfected and choate upon recording as provided in RCW § 7.28.230.

5.2 Collection Upon Default. Upon the occurrence of an Event of Default, Trustor's license to collect the Rents shall automatically terminate. Upon such termination, Beneficiary may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Property; (b) with or without taking possession of the Property in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Trustor); and (c) apply the Rents (less costs and expenses of operation and collection, including, without limitation, reasonable attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Beneficiary may determine subject to the Collateral Agency Agreement, even if payment or performance of said Secured Obligation may not then be due. Trustor agrees that, upon the occurrence of any Event of Default, Trustor shall promptly deliver all Rents and security deposits to Beneficiary for the benefit of the Secured Creditors. The collection of Rents, or the entering and taking possession of the Property, or the application of Rents as provided above, shall not (i) cure or waive any Event of Default or notice of default under this Deed of Trust, (ii) invalidate any act performed in response to such Event of Default or pursuant to such notice of default, or (iii) cause Beneficiary to be deemed a mortgagee-in-possession of all or any part of the Property.

5.3 Assigned Leases. Trustor agrees, with respect to each lease and sublease (collectively the "Assigned Leases") any portion of which has been assigned to Beneficiary under this Deed of Trust, as follows:

5.3.1 Trustor shall promptly perform all of Trustor's obligations as landlord under each Assigned Lease and shall immediately notify Beneficiary in writing of any notice of default received by Trustor from the tenant. At Beneficiary's request, Trustor will use best efforts to have tenants execute estoppel certificates and subordination agreements acceptable to Beneficiary.

DEED OF TRUST - 17
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

12/10/2007 Page 19 of 45 1:22PM

5.3.2 Trustor shall diligently enforce the performance of all of the obligations of the tenant under each Assigned Lease; shall not waive any material default or waive, release or discharge any such tenant of or from any such material obligation; and shall not cancel, terminate or modify in any material way any Assigned Lease without Beneficiary's prior written consent.

5.3.3 Trustor hereby represents and warrants to Beneficiary, with respect to each Assigned Lease that is presently in effect (collectively the "Current Assigned Leases"), (a) that Trustor will, upon request of Beneficiary during the continuance of an Event of Default, deliver to Beneficiary a true and complete copy of each Current Assigned Lease, together with all amendments, modifications and supplements thereto; (b) that Trustor has not accepted any payment of Rent (or other charge) under any Current Assigned Lease more than one month in advance of its due date; and (c) that, to the best of each Trustor's knowledge, no material default by Trustor or any other person under any material Current Assigned Lease remains uncured.

5.4 **Further Assignments.** Upon Beneficiary's demand from time to time, Trustor shall execute and deliver to Beneficiary recordable assignments of Trustor's interest in any and all leases, subleases, contracts, rights, licenses and permits now or hereafter affecting all or any part of the Property. Such assignments shall be made by instruments in form and substance satisfactory to Beneficiary; provided however, that no such assignment shall be construed as imposing upon Beneficiary any obligation with respect thereto. Beneficiary may, at its option, exercise its rights under this Deed of Trust or any such specific assignment and such exercise shall not constitute a waiver of any right under this Deed of Trust or any such specific assignment.

ARTICLE 6 REMEDIES UPON DEFAULT

6.1 **Events of Default.** The term "Event of Default" whenever used in this Deed of Trust shall mean (i) an Event of Default as defined in the Collateral Agency Agreement and (ii) Trustor fails to perform or comply with any term contained herein or in the Field Servicing Agreement that is not included in the Collateral Agency Agreement, and such default is not remedied within 30 days after written notice from the Beneficiary.

6.2 **Acceleration Upon Default: Additional Remedies.** Upon the occurrence of an Event of Default, the Secured Creditors may, at their option and subject to the terms and conditions of the Collateral Agency Agreement, exercise all of the applicable rights and remedies set forth herein and in the Creditor Documents and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Beneficiary exercises any said right or remedy, Beneficiary may, subject to the terms of the Collateral Agency Agreement:

6.2.1 Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security;

DEED OF TRUST - 18
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

a. Enter upon and take possession of all or part of the Property, in its own name or in the name of Trustee;

b. Conduct appraisals, environmental assessments and surveys and do any other acts which it deems necessary or desirable to preserve the value, marketability or rentability of all or part of the Property or interest in the Property or increase the Property's income, or protect the security of this Deed of Trust;

c. With or without taking possession of the Property, sue for or otherwise collect the Rents, including those past due and unpaid; and

d. Apply the Rents (less costs and expenses of operation and collection including attorneys' fees) to any Secured Obligations, all in such order as Beneficiary may determine but subject to the terms of the Collateral Agency Agreement.

The entering and taking possession of the Property, the collection of such Rents and their application shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Property or the collection, receipt and application of any of the Rents is by Trustee, Beneficiary or a receiver, the Trustee or Beneficiary shall be entitled to exercise every right provided for in the Collateral Agency Agreement, the Creditor Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

6.2.2 Commence an action to foreclose this Deed of Trust judicially as a mortgage or as a deed of trust pursuant to the Deed of Trust Act of the State of Washington (RCW Ch. 61.24 as existing now or hereafter amended), appoint a receiver, or specifically enforce any of the covenants contained in this Deed of Trust, the Collateral Agency Agreement or the Creditor Documents;

6.2.3 Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to sell the Property, which notice Trustee or Beneficiary shall cause to be recorded in the official records of each county in which the Property is located;

6.2.4 Exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Beneficiary, in its sole discretion, may determine (including without limitation, requiring Trustor to assemble the UCC Collateral and make the UCC Collateral available to Beneficiary at a reasonably convenient location), it being understood and acknowledged that this Deed of Trust is intended to be a security agreement pursuant to the applicable Uniform Commercial Code for (a) all Forest Products and Timber identified to be cut, and (b) any and all items of personal property specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the applicable Uniform Commercial Code and which are not herein

DEED OF TRUST - 19
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

effectively made part of the real property. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Beneficiary and Trustee and shall be additionally secured by this Deed of Trust; and/or

6.2.5 Exercise all other rights and remedies provided in this Deed of Trust, in any Creditor Document or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or provided by law or in equity.

6.3 Foreclosure By Power of Sale.

6.3.1 Upon receipt of notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as is then required by Washington law. After such lapse of time, recordation of notice of default, and giving of notice of sale as are required by Washington law, Trustee shall, without demand on Trustor, sell the Property at the time and place of sale fixed by it in said notice of sale, or as lawfully postponed. Trustee may sell the Property either as a whole, or in separate lots or parcels or items and in such order as Beneficiary may direct Trustee to so do, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers its good and sufficient deed conveying the property so sold, but without any covenant or warrant, express or implied. The recitals of any matter or fact in such deed shall be conclusive proof of their truthfulness. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

6.3.2 After deducting all fees, costs and expenses incurred by Beneficiary or Trustee in connection with such sale, including costs of evidence of title up to the maximum allowable by Washington law, Beneficiary shall apply the proceeds of sale to payment of (a) first, all amounts expended under the terms of this Deed of Trust which are not then repaid, with accrued interest at the Default Rate; (b) second, all other Secured Obligations in the order as set forth in the Collateral Agency Agreement; and (c) the remainder, if any, to the Person or Persons legally entitled.

6.3.3 Subject to Washington law, Trustee may postpone the sale.

6.3.4 A sale of less than the whole of the Property or any defective or irregular sale made under this Deed of Trust shall not exhaust the power of sale provided for in this Deed of Trust; and subsequent sales may be made until all the Secured Obligations have been satisfied, or the entire Property sold, without defect or irregularity.

6.4 Appointment of Receiver. Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary, without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Property or the interest of Trustor in it, shall have the right to enter the Property in person or to apply to any court having jurisdiction to appoint a receiver or receivers of the Property. Trustor irrevocably consents to such appointment and waives notice of

DEED OF TRUST - 20
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

any such application. The actions that Beneficiary or such receiver may take in connection with such entry may include, but are not limited to (a) modifying, compromising obligations under, terminating and implementing remedies with respect to the Assigned Leases, and (b) entering into, modifying or terminating any contractual arrangements, subject to Beneficiary's right at any time to discontinue any of the same without liability. Beneficiary is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Property, (ii) collect and apply to the outstanding balance of the Secured Obligations in accordance with the Collateral Agency Agreement all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral for the Secured Obligations pursuant to the Collateral Agency Agreement pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and shall continue to exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated. If Beneficiary elects to enter or take possession of the Property, it will not assume any liability to Trustor or any other person for operation or maintenance of the Property, and Trustor expressly waives any such Beneficiary liability.

6.5 Application of Funds After Default. Except as otherwise provided in this Deed of Trust, upon the occurrence of an Event of Default, Beneficiary may at any time, with notice to Trustor if providing such notice will not adversely delay the exercise of Beneficiary's rights or remedies, apply to any Secured Obligation, in such manner and order as Beneficiary may elect but consistent with the Collateral Agency Agreement, even if such Secured Obligation may not yet be due, any amounts received and held by Beneficiary to pay insurance premium or Impositions or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Beneficiary from or on account of Trustor or the Property, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligations, any of the rights or powers of Beneficiary, any other Secured Creditor or Trustee under the terms of any Creditor Document, or any of the obligations of Trustor or any guarantor under the Creditor Documents; or cure or waive any Event of Default or notice of default under the Creditor Documents; or invalidate any act of Trustee, Beneficiary or any other Secured Creditor.

6.6 Remedies Not Exclusive. Trustee, Beneficiary and, to the extent permitted by the Collateral Agency Agreement, shall each be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Deed of Trust or any other Creditor Document or any applicable law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance nor enforcement (whether by court action or pursuant to the power of sale or other powers herein contained) of this Deed of Trust shall impair Trustee's, Beneficiary's or, subject to the terms of the Collateral Agency Agreement, any other Secured Creditor's right to realize upon or enforce any other security held by Trustee, Beneficiary or such other Secured Creditor. Trustee and Beneficiary shall each be entitled to enforce this Deed of Trust and any other security for the Secured Obligations held by Beneficiary or Trustee in such

DEED OF TRUST - 21
Washington
Hampton Resources, Inc.



order and manner as they may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy in this Deed of Trust, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Beneficiary. Every power or remedy given by any of the Creditor Documents to the Trustee, Beneficiary or any other Secured Creditor or to which any of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, Beneficiary or, subject to the terms of the Collateral Agency Agreement, any other Secured Creditor and any of them may, subject to the terms of the Collateral Agency Agreement, pursue inconsistent remedies. Trustor may be joined in any action brought by Beneficiary to foreclose under or otherwise enforce this Deed of Trust.

6.7 Request for Notice. Trustor requests that a copy of any notice of default and that a copy of any notice of sale under this Deed of Trust be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE 7 MISCELLANEOUS

7.1 Amendments. This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

7.2 Waivers. Trustor waives, to the extent permitted by law, (a) the benefit of all laws (whenever enacted) providing for any appraisal before sale of any portion of the Property, (b) all rights of valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of this Deed of Trust, (c) all one-action or anti-deficiency rules, and (d) all rights and remedies which Trustor may have under the laws of the State of Washington regarding the rights and remedies of sureties.

7.3 Reconveyance By Trustee. Trustee shall reconvey the Property, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all Secured Obligations have been paid and fully performed, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Trustor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The recitals in any such reconveyance of any matter or fact shall be conclusive proof of their truthfulness. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

7.4 Notices. Except as otherwise expressly provided herein, all notices and other communications shall have been duly given and shall be effective (i) when delivered, (ii) when transmitted via facsimile on a Business Day during normal hours for the recipient to the number set out below, (iii) the Business Day following the Business Day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) upon receipt if sent

DEED OF TRUST - 22
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

by certified or registered mail, postage prepaid, in each case to the respective parties at the address, in the case of the Trustor, Beneficiary and Trustee, set forth below, or at such other address as such party may specify by written notice to the other parties hereto:

if to the Trustor:

Hampton Resources, Inc.
9600 SW Barnes Road, Suite 200
Portland, OR 97225
Attn: Vice President and Chief Financial Officer
Facsimile: 503-203-6604

if to the Beneficiary:

Northwest Farm Credit Services, PCA
650 Hawthorne Avenue, SE
PO Box 13309
Salem OR 97309
Attention: Kristy Searle
Facsimile: 503-373-3006

if to the Trustee:

First American Title Insurance Company
2101 Fourth Ave., Suite 712
Seattle, WA 98121
Fax: (206) 615-3101

7.5 Acceptance By Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

7.6 Headings. Article and section headings are included in this Deed of Trust for convenience of reference only and shall not be used in construing this Deed of Trust.

7.7 Severability. Every provision of this Deed of Trust is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Deed of Trust shall not in any way affect or impair the remaining provisions of this Deed of Trust, which provisions shall remain binding and enforceable.

7.8 Subrogation. To the extent that proceeds of the Notes or other amounts advanced under the terms of the Creditor Documents secured by the Deed of Trust are used, either directly or indirectly, to pay any outstanding Lien, charge or prior encumbrance against the Property, Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of

DEED OF TRUST - 23

Washington

Hampton Resources, Inc.



200712100188
Skagit County Auditor

such outstanding Liens, charges and prior encumbrances, regardless of whether such Liens, charges or encumbrances are released.

7.9 No Merger of Assigned Lease. Foreclosure of the lien created by this Deed of Trust on the Property shall not destroy or terminate any Assigned Lease or other lease or sublease then existing and affecting all or any portion of the Property, unless the Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall terminate any Assigned Lease or other lease or sublease unless a Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant. If both the lessor's and lessee's estate under any lease which constitutes a part of the Property shall become vested in one owner, this Deed of Trust and its lien shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects, as evidenced by recording a written declaration so stating. Until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights, powers and privileges of Beneficiary under this Deed of Trust as to the separate estates.

7.10 Governing Law. This Deed of Trust shall be governed by, and construed in accordance with, the laws of the State of Washington.

7.11 Statute of Limitations. Trustor hereby waives, to the fullest extent permitted by law, the right to plead, use or assert any statute of limitations as a plea, defense or bar to any Secured Obligation, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any rights under it.

7.12 Interpretation. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Deed of Trust to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified.

7.13 Trust Irrevocable. The trust created by this Deed of Trust is irrevocable by Trustor. All amounts payable by Trustor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Trustor waives all rights conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any amount secured by this Deed of Trust and payable by Trustor to Beneficiary or Trustee.

7.14 Further Assurances. Trustor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Beneficiary or Trustee may reasonably require to: (a) correct any defect, error or omission in this Deed of Trust or the execution or acknowledgment of this Deed of Trust, (b) subject to the lien of this Deed of Trust any of

DEED OF TRUST - 24
Washington
Hampton Resources, Inc.



12/10/2007 Page 26 of 45 1:22PM

Trustor's properties covered or intended to be covered by this Deed of Trust, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Deed of Trust, or (e) better assure and confirm to Beneficiary or Trustee their respective rights, powers and remedies under this Deed of Trust.

7.15 Trustee's Powers. Upon written request of Beneficiary and presentation of this Deed of Trust, Trustee may (a) reconvey all or any part of the Property, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or instrument relating hereto or to all or any part of the Property. Trustee may take such action at any time, and from time to time, without liability and without notice, and without affecting the personal liability of any person for payment of the indebtedness or the performance of any other Secured Obligation or the effect of this Deed of Trust upon the remainder of the Property.

7.16 Substitution of Trustee. Beneficiary may, from time to time, by written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, or by any other procedure permitted by applicable law, substitute a successor or successors for the Trustee under this Deed of Trust.

7.17 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties to this Deed of Trust, their heirs, legatees, devisees, administrators, executors, successors and assigns.

7.18 Waiver of Marshalling Rights. Trustor for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Property, hereby waives all rights to have the Property and/or any other property which is now or later may be security for any Secured Obligation ("Other Property") marshaled upon any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Secured Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Property and any or all of the Other Property, as a whole or in separate parcels, in any order Beneficiary may designate.

7.19 Non-Agricultural Use. The Real Property which is the subject of this Deed of Trust is not used principally for agricultural purposes

7.20 Washington Statutory Notice. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

7.21 Counterparts and Multiple Originals. This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Deed of Trust is one

DEED OF TRUST - 25
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

of 6 original copies, 5 of which are being filed in the Counties of Pacific, Skagit, Snohomish, Wahkiakum and Whatcom, State of Washington but shall constitute a single deed of trust filed in multiple counties as contemplated by RCW 61.24.

IN WITNESS WHEREOF, Trustor has duly executed this Deed of Trust as of the date first above written.

DEED OF TRUST - 26
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

TRUSTOR:

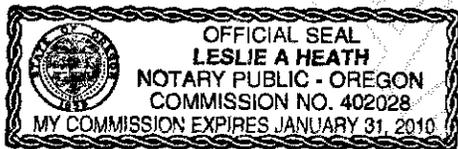
MID-VALLEY RESOURCES, INC., an Oregon corporation

By: *Robert L. Bluhm*
Robert L. Bluhm, Vice President – Finance, CFO

STATE OF OREGON

COUNTY OF *Multnomah*

This instrument was acknowledged before me on *12.7*, 2007 by Robert L. Bluhm as Vice President – Finance, CFO, of **Mid-Valley Resources, Inc.**, an Oregon corporation.



Leslie A. Heath
Notary Public – State of Oregon

DEED OF TRUST - 27
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

**EXHIBIT A
PROPERTY DESCRIPTION
SKAGIT COUNTY, WASHINGTON**

PARCEL 15A:

THE EAST ½ OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15B:

ALL OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 6 EAST. W.M.

PARCEL 15C:

ALL OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15D:

ALL OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15E:

ALL OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCELS 15F AND 15G:

ALL OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCELS 15H AND 15I:

ALL OF SECTION 13, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15J:

ALL OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15K:

ALL OF SECTION 15, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15L:

**DEED OF TRUST - 28
Washington
Hampton Resources, Inc.**



200712100188
Skagit County Auditor

ALL OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 730560.

PARCEL 15M:

THE NORTHEAST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$. SECTION 20, TOWNSHIP 33 NORTH, RANGE 6 EAST, W. M., EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED SUBDIVISION: THENCE NORTH $88^{\circ} 51' 27''$ WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 105.0 FEET; THENCE SOUTH $38^{\circ} 54' 30''$ EAST, 165.0 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 20; THENCE NORTH ALONG SAID EAST LINE, 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONVEYED TO SKAGIT COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 730560.

PARCEL 15N:

THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THE SOUTHWEST $\frac{1}{4}$; THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$; AND THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ LYING WESTERLY OF THE SOUTH SHORE COUNTY ROAD, ALL IN SECTION 21, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15O:

THE NORTHEAST $\frac{1}{4}$, EXCEPT THAT PORTION LYING WITHIN THE LAKE CAVANAUGH - NORTH SHORE DRIVE COUNTY ROAD IN SECTION 22, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 45' 18''$ EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 867.67 FEET; THENCE NORTH $53^{\circ} 31'$ WEST, A DISTANCE OF 264.39 FEET; THENCE NORTH $73^{\circ} 31'$ WEST, A DISTANCE OF 371.76 FEET; THENCE NORTH $56^{\circ} 20'$ WEST, A DISTANCE OF 360.08 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$; THENCE SOUTH $00^{\circ} 08' 06''$ EAST ALONG SAID WEST LINE, A DISTANCE OF 458.69 FEET TO THE TRUE POINT OF BEGINNING.

DEED OF TRUST - 29
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

(SAID EXCEPTION AS DESCRIBED WITHIN THAT INSTRUMENT RECORDED
DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100076, RECORDS OF
SKAGIT COUNTY, WASHINGTON.)

PARCEL 15P:

THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE NORTH
½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 23, TOWNSHIP 33
NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL 15R:

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 33 NORTH,
RANGE 6 EAST, W.M.; EXCEPT THAT PORTION IF ANY LYING WITHIN THE
BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD COMMONLY
KNOWN AS SOUTH SHORE DRIVE.

PARCEL 15S:

THE SOUTH ½ OF THE SOUTH ½ AND THE SOUTH ½ OF GOVERNMENT LOT 8 ALL
IN SECTION 27, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.; EXCEPT ROADS IF
ANY.

PARCEL 15Z:

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 33 NORTH;
RANGE 6 EAST, W.M.; LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE PLAT
OF "LAKE CAVANAUGH SUBDIVISION NO. 2", AS PER PLAT RECORDED IN
VOLUME 5 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL 16A:

ALL OF SECTION A, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16B:

ALL OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16C:

ALL OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

DEED OF TRUST - 30
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

PARCEL 16D:

ALL OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16E:

ALL OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

SOUTHERLY PORTION OF PARCEL 16F:

GOVERNMENT LOTS 3 AND 4, AND THE EAST ½ OF THE SOUTHWEST ¼, SECTION 7, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

NORTHERLY PORTION OF PARCEL 16F:

A 300-FOOT RIGHT-OF-WAY ACROSS THE NORTH ½ OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., BEING A STRIP OF LAND 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT 665 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 7; THENCE NORTH 87° WEST, 400 FEET; THENCE SOUTH 86° WEST, 260 FEET; THENCE SOUTH 80° WEST, 300 FEET; THENCE WEST, 218 FEET; THENCE NORTH 83° WEST, 520 FEET; THENCE SOUTH 81° WEST, 280 FEET; THENCE SOUTH 67° WEST, 440 FEET; THENCE SOUTH 58° WEST, 320 FEET TO A POINT 1037 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH SIDE OF SAID SECTION; THENCE SOUTH 58° WEST, 110 FEET; THENCE SOUTH 62° WEST, 500 FEET; THENCE SOUTH 76° WEST, 520 FEET; THENCE SOUTH 69° WEST, 520 FEET; THENCE SOUTH 57° WEST, 280 FEET; THENCE SOUTH 48° WEST, 330 FEET; THENCE SOUTH 66° WEST, 697 FEET TO A POINT 340 FEET NORTH OF THE QUARTER SECTION CORNER ON THE WEST SIDE OF SAID SECTION.

SOUTHERLY PORTION OF PARCEL 16G:

THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON.

NORTHERLY PORTION OF PARCEL 16G:

DEED OF TRUST - 31
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

A STRIP OF LAND ACROSS THE NORTH ½ OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., BEING 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 419 FEET NORTH OF THE QUARTER SECTION CORNER ON THE EAST SIDE OF SECTION 8; THENCE WEST, 360 FEET; THENCE NORTH 80° WEST, 330 FEET; THENCE WEST, 238 FEET; THENCE NORTH 86° WEST, 360 FEET; THENCE NORTH 64° WEST, 180 FEET; THENCE NORTH 77° WEST, 280 FEET; THENCE NORTH 72° WEST, 200 FEET; THENCE NORTH 66° WEST, 360 FEET; THENCE NORTH 74° WEST, 420 FEET TO A POINT 967 FEET NORTH OF THE CENTER OF SECTION 8; THENCE NORTH 74° WEST, 280 FEET; THENCE NORTH 62° WEST, 440 FEET; THENCE NORTH 68° WEST, 630 FEET; THENCE NORTH 60° WEST, 270 FEET; THENCE NORTH 54° WEST, 310 FEET; THENCE NORTH 69° WEST, 400 FEET; THENCE NORTH 87° WEST, 540 FEET TO A POINT 665 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 8.

PARCEL 16H:

THE NORTHEAST ¼ AND THE SOUTH ½, SECTION 9, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

ALSO, A STRIP OF LAND ACROSS THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 8 EAST, W.M., BEING 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 790 FEET NORTH OF THE CENTER OF SECTION 9; THENCE SOUTH 84° WEST, 850 FEET; THENCE SOUTH 85° WEST, 320 FEET; THENCE SOUTH 79° WEST, 920 FEET; THENCE SOUTH 75° WEST, 300 FEET; THENCE WEST, 283 FEET TO A POINT 419 FEET NORTH OF THE QUARTER SECTION CORNER ON THE WEST SIDE OF SECTION 9.

PARCEL 16I:

ALL OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16J:

ALL OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16K:

DEED OF TRUST - 32
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

ALL OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., EXCEPT THE SOUTH ½ OF THE SOUTHEAST ¼, AND ALSO EXCEPT THE SOUTHEAST ¼ OF THE SOUTHWEST ¼.

PARCEL 16L:

THE NORTHWEST ¼ OF THE NORTHWEST ¼; THE SOUTH ½ OF THE NORTHWEST ¼; THE NORTHEAST ¼; THE NORTH ½ OF THE SOUTHWEST ¼; AND THE SOUTHEAST ¼, SECTION 13, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16M:

THE NORTH ½; THE SOUTHWEST ¼; AND THE NORTH ½ OF THE SOUTHEAST ¼, SECTION 14, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16N:

ALL OF SECTION 15, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16O:

ALL OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16P:

ALL OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16Q:

THE EAST ½ OF THE SOUTHWEST ¼, SECTION 19, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16R:

THE NORTHWEST ¼; THE NORTHEAST ¼; THE EAST ½ OF THE SOUTHWEST ¼, AND THE WEST ½ OF THE SOUTHEAST ¼, SECTION 21, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16S:

DEED OF TRUST - 33
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

THE NORTH ½; THE NORTH ½ OF THE SOUTHEAST ¼; AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 22, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16T:

ALL OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16U:

THE NORTH ½ AND THE WEST ½ OF THE SOUTHWEST ¼, SECTION 24, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16V:

THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16W:

THE NORTH ½ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼, SECTION 26, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 17Q:

THE EAST ½ OF THE EAST ½, SECTION 25, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M.

PARCEL 18S:

ALL OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18T:

ALL OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCELS 18U AND 18V:

ALL THAT PORTION OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF DAY CREEK.

PARCELS 18W AND 18X:

DEED OF TRUST - 34
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

U
W
T
C
D
O
C
U
M
E
N
T

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF DAY CREEK. THE NORTHEAST ¼; THE NORTHWEST ¼; AND THE SOUTHWEST ¼; SECTION 24, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18AA:

THE NORTH ½ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 26, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18BB:

ALL OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18CC:

ALL OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18DD:

THE NORTHWEST ¼; THE SOUTHWEST ¼; AND THE SOUTHEAST ¼; SECTION 29, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18EE:

ALL OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18FF:

GOVERNMENT LOTS 4, 5, 6 AND 7; THE NORTHEAST ¼; THE EAST ½ OF THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE NORTH ½ OF THE SOUTHEAST ¼, SECTION 31, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18GG:

ALL OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18HH:

DEED OF TRUST - 35
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

ALL OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18II:

ALL OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 6 EAST W.M.

PARCEL 18JJ:

THE WEST ½ OF THE NORTHEAST ¼; THE NORTHWEST ¼; THE SOUTHEAST ¼; AND THE SOUTHWEST ¼, SECTION 35, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 19A:

THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 25, TOWNSHIP 34 NORTH, RANGE 7 EAST W.M.

PARCEL 19B:

THE NORTH ½ OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19G:

THE SOUTHWEST ¼ OF THE NORTHEAST ¼, SECTION 34, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19H:

ALL OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19I:

THE NORTH ½ OF THE NORTHEAST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼, SECTION 36, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 20A:

THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼, SECTION 29, TOWNSHIP 34 NORTH, RANGE 8 EAST, W.M.

PARCEL 20B:

DEED OF TRUST - 36
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THE SOUTHEAST ¼ OF THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 34 NORTH, RANGE 8 EAST, W.M.

PARCEL 22B:

GOVERNMENT LOT 2; THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THE EAST ½ OF THE NORTHWEST ¼; THE EAST ½ OF THE SOUTHWEST ¼; AND THE SOUTHEAST ¼, IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON; EXCEPT ROADS,

ALSO EXCEPT THOSE PORTIONS OF GOVERNMENT LOT 2 AND OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ LYING NORTH OF THE SOUTH SKAGIT HIGHWAY.

PARCEL 22C:

GOVERNMENT LOTS 5, 6, 8, 9, 10; THE SOUTHEAST ¼; THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼; ALL IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTIONS 23 AND 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW AND DESCRIBED AS "WASHINGTON", SURVEYOR GENERAL'S SURVEY NO. 85, PATENT NO. 3 1733, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569061, EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW AND DESCRIBED AS "LAST CHANCE", SURVEYOR GENERAL'S SURVEY NO. 84, PATENT NO. 31732, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569062; EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW, DESCRIBED AS "SCOTTISH CHIEF", SURVEYOR GENERAL'S SURVEY NO. 373 (NO PATENT NUMBER) RECORDED IN VOLUME 360 AT PAGE 406 OF THE GENERAL LAND OFFICE; DATED NOVEMBER 3, 1899 AND RECORDED UNDER AUDITOR'S FILE NO. 569063; EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

DEED OF TRUST - 37
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTIONS 24 AND 25, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW DESCRIBED AS "RECORDER" AND ALSO AS "RECORD IRON", SURVEYOR GENERAL'S SURVEY NO. 370 (NO PATENT NUMBER), RECORDED IN VOLUME 360 AT PAGE 403, RECORDS OF THE GENERAL LAND OFFICE, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569064, EXCEPT MINERALS AND SUB-SURFACE RIGHTS.

PARCEL 22D:

ALL OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON;
EXCEPT ANY PORTION LYING WITHIN THE PATENTED MINING CLAIM DESCRIBED AS "RECORDER", SURVEYOR GENERAL'S SURVEY NUMBER 370 RECORDED UNDER AUDITOR'S FILE NO. 569064.

PARCEL 22E:

THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

PARCEL 23A:

THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ AND GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 4, IF ANY, LYING WITHIN MINING CLAIM KNOWN AS "LEGAL TENDER" PATENT TO WHICH WAS RECORDED AUGUST 13, 1958 UNDER AUDITOR'S FILE NO. 569065.

PARCEL 23C:

GOVERNMENT LOTS 7 AND 10, AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EXCEPT THAT CERTAIN 100 FOOT STRIP OVER AND ACROSS SAID GOVERNMENT LOT 7 AS CONVEYED TO PUGET SOUND AND CASCADE RAILWAY COMPANY, A CORPORATION, BY DEED DATED MAY 15, 1923 AND RECORDED JANUARY 10, 1927, UNDER AUDITOR'S FILE NO. 204773; AND EXCEPT ANY PORTION LYING WITHIN THE PRESENT OR FORMER BED OF THE SKAGIT RIVER; ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH SKAGIT HIGHWAY.

PARCEL 23E:

DEED OF TRUST - 38
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

THE SOUTH ½ OF THE SOUTH ½ EXCEPT THAT PORTION THEREOF LYING WESTERLY OF MILL CREEK, AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼, ALL IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23F:

THE NORTHWEST ¼ OF THE SOUTHWEST ¼; THE SOUTH ½ OF THE SOUTHWEST ¼ AND THE EAST ½ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23G:

ALL OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23H:

ALL OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EXCEPT THE SOUTHEAST ¼ OF THE NORTHWEST ¼ THEREOF, AND ALSO EXCEPT THAT PORTION THEREOF LYING WESTERLY OF MILL CREEK.

PARCEL 23M:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ AND THE SOUTH ½ OF THE NORTH ½ OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 24A:

THE SOUTH ½ OF THE NORTHWEST ¼, SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24B:

THAT PORTION OF GOVERNMENT LOT 4, LYING SOUTH OF THE CENTERLINE OF FINNEY CREEK; THE EAST ½ OF THE SOUTHWEST ¼; THE NORTH ½ OF THE SOUTHEAST ¼; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 18; TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24C:

ALL OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24D:

DEED OF TRUST - 39
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor

THE NORTHWEST ¼, THE SOUTHWEST ¼, AND THE WEST ½ OF THE SOUTHEAST ¼,
SECTION 20; TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24E:

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND THE SOUTH ½ OF THE
SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 35 NORTH,
RANGE 8 EAST, W.M.

PARCEL 24F:

ALL OF SECTION 29, EXCEPT THE SOUTHEAST ¼ OF THE SOUTHEAST ¼,
TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24G:

ALL OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24H:

ALL OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24I:

THE NORTHEAST ¼; THE NORTH ½ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF
THE NORTHWEST ¼, AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 32,
TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 27B:

LOT 2, OF SKAGIT COUNTY SHORT PLAT NO. 48-89, APPROVED JANUARY 10, 1990,
AND RECORDED JANUARY 27, 1990, UNDER AUDITOR'S FILE NO. 9001220041, IN
VOLUME 9 OF SHORT PLATS, PAGES 193 AND 194, RECORDS OF SKAGIT COUNTY,
WASHINGTON, BEING A PORTION OF TRACT B OF PLAT OF "LAKE CAVANAUGH
SUBDIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37
TO 43, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO TRACT C OF PLAT OF "LAKE CAVANAUGH SUBDIVISION NO. 1", AS PER
PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, INCLUSIVE, RECORDS
OF SKAGIT COUNTY, WASHINGTON.

DEED OF TRUST - 40
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

EXCEPT THAT PORTION OF TRACT C, "LAKE CAVANAUGH SUBDIVISION NO. 1", AS PER PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST ¼ OF THE NORTHWEST ¼, SECTION 26, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT C, SAID CORNER BEING ON THE NORTHERLY MARGIN OF NORTH SHORE DRIVE; THENCE NORTH 00° 20' 36" EAST ALONG THE EAST LINE OF SAID TRACT C, 379.45 FEET; THENCE NORTH 89° 39' 24" WEST, A DISTANCE OF 249.27 FEET TO A POINT ON THE WESTERLY LINE OF TRACT C, SAID POINT BEING THE NORTHEAST CORNER OF LOT 59, BLOCK 2, OF SAID SUBDIVISION; THENCE SOUTH 21° 15' 00" EAST ALONG SAID WESTERLY LINE, 115.49 FEET TO THE SOUTHEAST CORNER OF LOT 60, OF SAID SUBDIVISION; THENCE SOUTH 68° 45' 00" WEST ALONG THE SOUTHERLY LINE OF SAID LOT, 327.96 FEET TO THE NORTHERLY MARGIN OF NORTH SHORE DRIVE; THENCE SOUTH 61° 45' 00" EAST, 149.44 FEET; THENCE SOUTH 81° 12' 00" EAST, 325.19 FEET; THENCE SOUTH 59° 34' 00" EAST, 67.03 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 27C:

TRACTS "A", "B" AND "C", "LAKE CAVANAUGH SUBDIVISION NO. 2" ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, UNDER VOLUME 5 OF PLATS, PAGE 49.

PARCEL 27D:

TRACT "A", "LAKE CAVANAUGH SUBDIVISION NO. 3", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY; WASHINGTON, IN VOLUME 6 OF PLATS, PAGES 26 THROUGH 31.

MINING CLAIMS:

SIX (6) PATENTED IRONLODE MINING CLAIMS DESIGNATED AS SHOWN BELOW AND AS DESCRIBED IN SAID DOCUMENTS:

NAME:	Surveyor	GL Patent	Mineral	Auditors File No:
	General No:	No:	Cert. No:	
Recorder	Lot No. 370	36092	126	42443 & 569064
Keystone	Lot No. 372	31735	128	42444 & 569066
Legal Tender	Lot No. 371	31734	127	42445 & 569065
Washington	Lot No. 85	31733	122	42446 & 569061
Scottish Chief	Lot No. 373	36093	129	42447 & 569063

DEED OF TRUST - 41
Washington
Hampton Resources, Inc.



Last Chance Lot No. 84 31732 121 42448 & 569062

EXCEPT FROM ALL SIX (6) MINING CLAIMS, "MINERALS AND SUB-SURFACE RIGHTS" AS EXCEPTED ON THAT CERTAIN DEED FROM HAMILTON COAL AND DEVELOPMENT COMPANY RECORDED APRIL 4, 1960, AS AUDITOR'S FILE NO. 592780, IN VOLUME 308 OF DEEDS, PAGE 404.

PARCEL 27E:

ACCESS EASEMENTS SUBJECT TO THE LIMITATIONS ON USE SET FORTH THEREIN AS FOLLOWS:

1. EASEMENT ESTABLISHED BY DOCUMENT RECORDED OCTOBER 31, 1973, AS AUDITOR'S FILE NO. 792754
2. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 15, 1986, AS AUDITOR'S FILE NO. 8608150015.
3. EASEMENT ESTABLISHED BY DOCUMENT RECORDED OCTOBER 29, 1996, AS AUDITOR'S FILE NO. 9610290078.
4. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130019.
5. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13,
6. EASEMENT AS ESTABLISHED BY DOCUMENT RECORDED JULY 7, 1995, AS AUDITOR'S FILE NO. 9507070096.
7. EASEMENT ESTABLISHED BY DOCUMENT RECORDED SEPTEMBER 28, 1984, AS AUDITOR'S FILE NO. 8409280013.
8. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130023, AND AMENDED BY DOCUMENT RECORDED JANUARY 27, 1989, AS AUDITOR'S FILE NO. 8901270022.
9. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130023.
10. EASEMENT ESTABLISHED BY DOCUMENT RECORDED APRIL 4, 1960, AS AUDITOR'S FILE NO. 592783, TO THE EXTENT THAT SAID EASEMENT OPERATES AS AN ASSIGNMENT OF THOSE EASEMENT RIGHTS CONVEYED TO HAMILTON

DEED OF TRUST - 42
Washington
Hampton Resources, Inc.



200712100188

Skagit County Auditor

COAL AND DEVELOPMENT COMPANY BY DOCUMENT RECRDED JUNE 23, 1948, AS AUDITOR'S FILE NO. 419698.

11. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 3, 1938, AS AUDITOR'S FILE NO. 304486.

12. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 3, 1993, AS AUDITOR'S FILE NO. 9308030025.

13. EASEMENT ESTABLISHED BY DOCUMENT RECORDED SEPTEMBER 12, 1957, AS AUDITOR'S FILE NO. 555973.

14. EASEMENT ESTABLISHED BY DOCUMENT RECORDED JUNE 23, 1948, AS AUDITOR'S FILE NO. 419698, EXCEPT AS TO THOSE RIGHTS ALREADY DESCRIBED IN NUMBER 10 EASEMENT HEREINABOVE.

15. EASEMENT ESTABLISHED BY DOCUMENT RECORDED MAY 18, 2007, AS AUDITOR'S FILE NO. 200705180012.

THE FOLLOWING EASEMENTS ALTHOUGH LISTED HEREIN AS PARCEL 27E, MAY CONTAIN LANGUAGE THAT LIMITS THEIR ENFORCEABILITY AND NO COVERAGE IS AFFORDED UNDER THIS GUARANTEE FOR LOSS ARISING OUT OF THE UNENFORCEABILITY DUE TO SAID LIMITATIONS AS TO SAID ENFORCEABILITY.

EASEMENT ESTABLISHED BY DOCUMENT RECORDED DECEMBER 27, 1961, AS AUDITOR'S FILE NO. 616101, EASEMENT ESTABLISHED BY DOCUMENT RECORDED JULY 2, 1992, AS AUDITOR'S FILE NO. 9207020022, EASEMENT ESTABLISHED BY DOCUMENT RECORDED JANUARY 27, 1986 AS AUDITOR'S FILE NOS. 8901270020 AND 8901270022, EASEMENT ESTABLISHED BY DOCUMENT RECORDED JUNE 30, 1989, AS AUDITOR'S FILE NO. 9806300008, EASEMENT ESTABLISHED BY DOCUMENT RECORDED JUNE 30, 1989, AS AUDITOR'S FILE NO. 8906300009, EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1986, AS AUDITOR'S FILE NO. 8611130008, EASEMENT ESTABLISHED BY DOCUMENT RECORDED OCTOBER 30, 1992, AS AUDITOR'S FILE NO. 9210300020, AND EASEMENT ESTABLISHED BY DOCUMENT RECORDED APRIL 28, 1997, AS AUDITOR'S FILE NO. 9704280077.

K:\1758368\00015\DEEDS OF TRUST WASHINGTON\181920217R

DEED OF TRUST - 43
Washington
Hampton Resources, Inc.



200712100188
Skagit County Auditor