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AUDITOR
GARY M. OLSON

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**RESTATED PURCHASE MONEY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT**

dated as of February 23, 1998

By

ANT, LLC, as
Grantor

to

FIRST AMERICAN TITLE INSURANCE COMPANY, as
Trustee for the benefit of

APEX PROPERTY & TRACK EXCHANGE, INC.

SKAMANIA COUNTY

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

THIS RESTATED PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and **FINANCING STATEMENT** ("Mortgage") is made as of February 23, 1998 by **ANT, LLC**, a Delaware limited liability company having offices at 201 North Mission Street, 2nd Floor, San Francisco, California 91405 (herein, together with its successors and assigns, the "Grantor"), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California Corporation (herein, together with its successors and substitutes the Trustee") having an office at 114 East Fifth Street, Santa Ana, California 92701 for the benefit of **APEX PROPERTY & TRACK EXCHANGE, INC.**, a Massachusetts corporation, having offices at 2036 Washington Street, Hanover, Massachusetts 02339-1606 (herein, together with its successors and assigns in such capacity, the "Beneficiary").

RECITALS

A. Purchase Agreement. The Grantor and the Beneficiary are parties to that certain Agreement of Purchase and Sale of Land dated as of January 30, 1998 (herein, as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Concurrently with the Grantor's purchase of certain of the Beneficiary's ownership interest in multiple parcels of real property (the "Sale Property") including, without limitation, the parcel or parcels of the Sale Property described in Exhibit A, from the Beneficiary under the Purchase Agreement, the Grantor executed and delivered a Purchase Money Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated February 23, 1998 (the "Original Mortgage") granting the Beneficiary a lien on and security interest in the Sale Property. In the Purchase Agreement, the Grantor agreed to execute and record this Deed of Trust as soon as this Deed of Trust could be prepared in recordable form for filing in the county in which the parcel or parcels of the Sale Property described in Exhibit A are located.

B. Loan and Note. Under the Purchase Agreement, the Beneficiary agreed to provide purchase money financing to the Grantor in an amount equal to eighty percent (80%) of the aggregate purchase price paid by the Grantor to the Beneficiary for the Sale Property. The principal indebtedness so incurred by the Grantor is evidenced by a promissory note dated February 23, 1998 made by the Grantor payable to the order of the Beneficiary in the principal amount of $26,000,245.00 (herein, as amended, renewed, extended or restated from time to time, the "Note"). The obligations of the Grantor to the Beneficiary evidenced by the Note and described in this Deed of Trust are sometimes hereinafter collectively referred to as the "Loan".

C. The Liabilities. As used in this Deed of Trust, the term "Liabilities" means and includes all of the following: all obligations of the Grantor to the Beneficiary and its successors and assigns arising out of or in connection with the Loan, the Note, this Deed of Trust or any other documents or instruments evidencing or securing the indebtedness evidenced by the Note (the "Debt Papers"). Notwithstanding the foregoing the maximum amount of the Liabilities shall not exceed $100,000,000.00

D. The Collateral. For purposes of this Deed of Trust, the term "Collateral" means and includes all of the Grantor's right, title and interest in and to the following:

(i) Designated Real Estate. All of the land described on Exhibit A hereto (the "Designated Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Designated Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Designated Land; all estate, claim, demand, right, title or interest of the Grantor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Designated Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Designated Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Designated Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Designated Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Designated Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Intangibles. The Purchase Agreement (insofar as it otherwise relates to the Collateral), all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Grantor relating to the Designated Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Grantor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Grantor related to the Designated Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(iv) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Grantor from the Designated Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Rents");

(v) Leases. All rights of the Grantor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Grantor or any consideration for the use, possession or occupancy of, or any estate in, the Designated Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(vi) Other Property. All other property or rights of the Grantor of any kind or character related to the Designated Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Designated Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Trust Property").

E. Restatement of Original Mortgage. The Grantor and the Beneficiary now desire to amend the Original Mortgage in certain respects as it relates to the Designated Real Estate and to restate the Original Mortgage, as so amended and as it relates to the Designated Real Estate, in this Deed of Trust; this Deed of Trust therefore amends and restates the Original Mortgage in its entirety insofar as it relates to the Designated Real Estate effective as of the date of the Original Mortgage.

GRANT

NOW, THEREFORE, for and in consideration of the conveyance of the Trust Property by the Beneficiary to the Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities, THE GRANTOR HAS GRANTED, BARGAINED, SOLD, CONVEYED AND ASSIGNED UNTO THE BENEFICIARY IN THE ORIGINAL MORTGAGE, AND DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, AND

ASSIGN UNTO THE TRUSTEE, IN TRUST WITH POWER OF SALE, ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN THE TRUST PROPERTY NOW OWNED OR HEREAFTER ACQUIRED, AND THE GRANTOR HAS TRANSFERRED, SOLD, ASSIGNED AND CONVEYED TO THE BENEFICIARY, UNDER THE ORIGINAL MORTGAGE, AND DOES HEREBY TRANSFER, SELL, ASSIGN AND CONVEY TO THE BENEFICIARY, THE COLLATERAL AND A SECURITY INTEREST THEREIN.

TO HAVE AND TO HOLD the Trust Property unto the Trustee and, its successors in trust, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Designated Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

I. WARRANTIES AND REPRESENTATIONS OF THE GRANTOR

In order to induce the Beneficiary to make the Loan, the Grantor represents and warrants to the Beneficiary as follows:

(a) The Grantor is a limited liability company, duly organized and in good standing under the laws of the State of Delaware, and has the power to own its property and to carry on its business in each jurisdiction in which the Grantor is required to qualify to do business.

(b) The Grantor has full power and authority to execute this Deed of Trust and the Note and to incur the obligations provided for herein and therein, all of which have been duly authorized by all necessary action of the Grantor.

(c) Neither the execution and delivery of this Deed of Trust and the Note, nor the incurrence of the obligations herein and therein set forth, nor the consummation of the transactions herein and therein contemplated nor compliance with the terms of this Deed of Trust and the Note, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Grantor is a party.

(d) This Deed of Trust and the Note constitute valid and binding obligations of the Grantor, enforceable in accordance with their respective terms, subject to the effect of bankruptcy and other laws affecting creditors' rights generally and subject to limitations imposed by applicable law on the exercise of equitable remedies.

I. COVENANTS AND AGREEMENTS OF THE GRANTOR

Further to secure the payment and performance of the Liabilities, the Grantor hereby covenants, warrants and agrees with the Beneficiary as follows:

2.1 Payment of Liabilities. The Grantor agrees that it will pay, timely and in the manner required in the applicable documents or instruments, all amounts due under the Note and all other Liabilities (including required fees and charges). All sums payable by the Grantor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Grantor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense; *provided, however,* that nothing contained herein shall be deemed to prevent or preclude the Grantor from instituting a separate claim or cause of action in accordance with applicable law relating to any such counterclaim, offset, deduction or defense.

2.2 Payment of Taxes. Except for taxes or other amounts described in this Section 2.2 being contested in good faith by appropriate proceedings and, in each case, for which the Grantor maintains adequate reserves, the Grantor will pay or cause to be paid before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith.

2.3 Maintenance and Repair. The Grantor will not: allow third parties to acquire rights in the Trust Property in the nature of prescriptive rights or adverse possession; do or suffer anything to be done which would materially depreciate or impair the value of the Collateral, reasonable wear and tear excepted, or the security of this Deed of Trust; commit, suffer, or permit waste of any part of the Trust Property.

2.4 Sales; Liens; Release Price. The Grantor will not: sell, lease, assign, transfer or convey, or permit to be transferred or conveyed, the Trust Property or any part thereof or any interest or estate in any therein; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Trust Property or any part thereof other than under this Deed of Trust and matters which are being contested in good faith by appropriate proceedings and for which the Grantor retains adequate reserves. Notwithstanding the foregoing, (i) the Beneficiary shall release portions of Collateral relating to a parcel of the Designated Real Estate under a form of Partial Release substantially in the form of Schedule II hereto, upon receipt of a payment from the Grantor equal to 80% of the Allocated Purchase Price (as defined in the Purchase Agreement) for such parcel of Designated Real Estate (whether or not upon the sale of such parcel of the Designated Real Estate by the Grantor), and (ii) the Grantor may in the ordinary course of business enter into leases of the Designated Real Estate provided such leases are expressly subordinate to this Deed of Trust and provide consistent with the past practices of the Beneficiary with respect to the lessee of such Designated Real Estate for no more than one rental period's rent payable in advance (which period shall in no event be in excess of one year unless such past practices with such lessee provided for rent in advance in excess of one year). The Beneficiary, by its acceptance hereof, agrees to use commercially reasonable efforts to execute and deliver to the Grantor, on or before the proposed release date, any such Partial Release referred to in the foregoing clause (i) which is presented to the Beneficiary in due form for execution not less than fifteen (15) days prior to the proposed release date for the related parcel of Designated Real Estate so long as at least one day before such release date the Beneficiary shall have received from the Grantor immediately available funds in an amount equal to 80% of the Allocated Purchase Price for such parcel of Designated Real Estate. Any parcel of Designated Real Estate which is so released under this Section 2.4 shall thereafter not constitute "Collateral" hereunder.

2.5 Liability Insurance. The Grantor shall maintain, with financially sound and reputable independent insurers, liability insurance with respect to the Trust Property and its business thereon against risks of the kinds customarily insured against by persons engaged in the same or similar business, in such amounts as are customarily carried under similar circumstances by such other persons (which insurance may be part of a blanket policy issued to the Grantor's parent corporation). The Grantor shall deliver to and keep deposited with the Beneficiary original certificates or certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, with clauses providing for not less than 30 days' prior written notice to the Beneficiary of cancellation or material modification of such policies attached thereto in favor of the Beneficiary and naming the Beneficiary as an additional insured. All renewal and replacement policies shall be delivered to the Beneficiary at least thirty (30) days before the expiration of the expiring policies.

2.6 Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, prior to a Default, condemnation awards which may be paid in connection with such damage or taking shall be applied as follows: 80% of such condemnation awards shall be paid to the Beneficiary as a prepayment of the Liabilities, and the remaining 20% may be retained by the Grantor. After a Default, such condemnation awards shall be applied to prepayment of the Liabilities.

2.7 The Beneficiary's Performance. Following a Default and while the same is continuing, if the Grantor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Beneficiary may (but need not) make any payment or perform (or cause to be performed) any obligation of the Grantor hereunder, in any form and manner deemed expedient by the Beneficiary, and any amount so paid or expended (plus reasonable compensation to the Beneficiary for its out-of-pocket and other expenses for each matter for which it acts under this Deed of Trust), with interest thereon at a rate equal to 12% per annum (the "Default Rate") shall be added to the principal debt hereby secured and shall be repaid to the Beneficiary upon demand.

2.8 Assignment of Leases and Rents and Collections. All of the Grantor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Beneficiary to be applied by the Beneficiary in payment of all sums due under the Note, the other Liabilities and all other sums payable under this Deed of Trust. Prior to the occurrence of any Default, the Grantor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Beneficiary, without regard to the adequacy of its security hereunder and upon notice to or demand upon the Grantor, upon the occurrence of any Default; if any such Default is thereafter cured and no longer continuing, such license in favor of the Grantor shall thereupon be reinstated. It is understood and agreed that neither the foregoing assignment to the Beneficiary nor the exercise by the Beneficiary of any of its rights or remedies under Article IV hereof shall be deemed to make the Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Beneficiary or by agreement with the Grantor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Beneficiary a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Beneficiary without proof of the Default relied upon. The Grantor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Beneficiary for the payment to the Beneficiary of any Rents and other amounts due or to become due.

2.8A Assignment of Intangibles. Prior to the occurrence of any Default, the Grantor shall have a license to exercise all rights and to collect and receive all amounts payable with respect to the Intangibles, which license shall be terminated at the sole option of the Beneficiary, without regard to the adequacy of its security hereunder and upon notice to or demand upon the Grantor, upon the occurrence of any Default; if any such Default is thereafter cured and no longer continuing, such license in favor of the Grantor shall thereupon be reinstated.

2.8 Hazardous Material. The Grantor shall (a) comply with any valid Federal or state judicial or administrative order which requires the performance at the Trust Property of activities in response to the release or threatened release of a Hazardous Material caused by the acts of the Grantor following the date of this Deed of Trust, except for the period of time that the Grantor is diligently and in good faith contesting such order; (b) notify the Beneficiary within ten (10) days of the receipt by a responsible official of the Grantor of any written claim, demand, proceeding, action or notice of liability by any Person arising out of or relating to such release of a Hazardous Material; and (c) notify the Beneficiary of such release, threat of release, or disposal of Hazardous Material at the Trust Property concurrently with any report made by the Grantor to any governmental regulatory authority. The Grantor shall not knowingly violate any Laws applicable to the Trust Property by knowingly disposing or releasing any Hazardous Material into or onto the Trust Property, nor shall the Grantor allow any lien imposed pursuant to any law, regulation or order relating to Hazardous Materials or the disposal thereof to encumber such Trust Property if and to the extent such lien arises out of the Grantor's violation of the covenant contained in this sentence, subject to the Grantor's right to diligently and in good faith contest the validity or amount of any such lien. In no event shall the Grantor be deemed to be in breach of this Section 2.9 as a result of any violation of any Environmental Laws which occurred or accrued prior to the date of this Deed of Trust and/or any violation of any Environmental Laws occurring or accruing during the Grantor's ownership of the Trust Property resulting from the actions or failures to act of third parties, including without limitation, tenants of the Trust Property.

2.9 Certain Definitions. When used herein the following terms shall have the following meaning (such definitions to be applicable to both the singular and plural forms of such terms):

"Environmental Laws" means all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations and guidelines (including consent decrees and administrative orders) relating to public health and/or protection of the environment.

"Hazardous Material" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as hereinafter defined) as a "hazardous substance", hazardous material", "hazardous waste", extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

"Person" means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

III. DEFAULT

Each of the following shall constitute a default ("Default") hereunder:

(a) Failure to pay any principal of the Note when due, and continuance thereof for five (5) days; or failure to pay any interest on the Note when due, and continuance thereof for seven (7) days.

(b) There shall occur a breach of any of the covenants or agreements of the Grantor contained in this Deed of Trust (other than as covered by clause (a) above), which default is not cured within thirty (30) days following the Grantor's receipt of written notice from the Beneficiary regarding such breach; *provided, however,* if such breach is capable of being cured but is not capable of being cured within said thirty (30) day period, said period shall be extended for up to an additional thirty (30) days provided the Grantor has commenced such cure and is diligently prosecuting same to completion.

(c) Any representation or warranty made by the Grantor in this Deed of Trust shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made.

(d) The Grantor shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervenor or liquidator of such party or of all or a substantial part of such party's assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization or insolvency proceeding, (v) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such party in any bankruptcy, reorganization or insolvency proceeding, or (vi) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceeding.

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition appointing a receiver, custodian, trustee, intervenor or liquidator or the Grantor or of all or substantially all of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; or a complaint or petition shall be filed against the Grantor seeking or instituting a bankruptcy, insolvency, reorganization, rehabilitation or receivership proceeding of the Grantor, and such petition or complaint shall not have been dismissed within sixty (60) days.

III. REMEDIES

4.1 Acceleration of Note. If a Default shall have occurred and be continuing, then the Beneficiary at its option may declare the principal of, and all interest then accrued on, the Note to be forthwith due and payable; *provided, however,* that upon the occurrence of a Default under clause (d) or (e) of Article III, the Note and all accrued interest thereon shall become immediately due and payable, without notice of any kind if and to the extent the Beneficiary shall be prohibited by applicable law from giving such notice.

4.2 Foreclosure; Receiver, Etc. Upon the occurrence of any Default which is continuing, the Beneficiary may, subject to Section 5.17, (i) by or through the Trustee or substitute trustee duly appointed, sell or offer for sale the Collateral in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction; *provided, however,* that in no event shall any such foreclosure be consummated earlier than fifteen (15) days following the Beneficiary's notice of Default to the Grantor, (ii) sue the Grantor for damages on account of or arising out of said continuing Default or breach, or for specific performance of any provision contained herein, or (iii) to enforce any other appropriate legal or equitable right or remedy. Such sale shall be made at the time and place, and after giving such notices, as may be required by the law of the jurisdiction where the real estate is located. At any such sale: (i) Trustee shall not be required to have physically present, or to have constructive possession of, the Collateral (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Collateral not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if such property had been actually present and delivered to purchaser at such sale; (ii) Trustee shall deliver to the purchaser its deed and bill of sale conveying the property so sold, but without any covenant or warranty, express or implied; (iii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish: the truth and accuracy of the matters recited therein, including, without limitation, non-payment of the Liabilities; advertisement and conduct of such sale in the manner provided herein and otherwise by law; and appointment of any successor Trustee hereunder; (iv) any and all prerequisites to the validity of such sale shall be conclusively presumed to

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have been performed; (v) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; (vi) Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Grantor; and (vii) Beneficiary may be a purchaser at any such sale. Should the Collateral be sold in one or more parcels as permitted by this subparagraph, the right of sale arising out of any Default shall not be exhausted by any one or more such sale, but other and successive sales may be made until all of the Collateral has been sold or until the Liabilities have been satisfied. All payments received by the Beneficiary as proceeds of the Collateral, or any part thereof, as well as any and all amounts realized by the Beneficiary in connection with the enforcement of any right or remedy under or with respect to this Deed of Trust, shall be applied by the Beneficiary as follows: (i) to the payment of all necessary expenses incident to the execution of any remedies under this Deed of Trust, including reasonable attorneys' fees as provided herein, appraisal fees, title search fees and foreclosure notice costs, (ii) to the payment of any of the Liabilities that are then due and payable (including principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein, all in such order as the Beneficiary may elect in its sole discretion, and (iii) the remainder, if any, shall be paid to the Beneficiary or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity. Several sales may be made under the provisions hereof without exhausting the right of sale for any remaining part of the Liabilities, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Liabilities without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Liabilities, whether matured at the time or subsequently maturing.

4.3 Remedies for Leases and Rents. If any Default shall occur which is continuing, then, whether before or after institution of proceedings to foreclose the lien of this Deed of Trust or before or after the sale thereunder, the Beneficiary shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Trust Property, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Grantor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of copies of all of the documents, books, records, papers and accounts of the Grantor relating thereto, (provided Grantor will be supplied with copies of such documents, books and records if Grantor so requests); (iii) as attorney-in-fact or agent of the Grantor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Trust Property, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Grantor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make any necessary repairs or replacements to the Trust Property that, in its discretion, may seem appropriate; (vii) obtain or renew any insurance on the Collateral required hereunder; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Beneficiary in its reasonable discretion may deem proper, the Grantor hereby granting the Beneficiary full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default which is continuing without notice to the Grantor or any other Person. The Beneficiary, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Trust Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Beneficiary and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all necessary repairs or replacements of the Collateral; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Trust Property, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Trust Property or any part thereof by the Beneficiary or a receiver and the collection, receipt and application of the Rents, the Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law or in equity upon or after the occurrence of a Default which is continuing. Any of the actions referred to in this Section may be taken by the Beneficiary without regard to the adequacy of the security for the indebtedness hereby secured.

4.4 Remedies Cumulative. No remedy or right of the Beneficiary hereunder or under the Note, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Beneficiary. All obligations of the Grantor, and all rights, powers and remedies of the Beneficiary, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in any Debt Papers or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

4.4 No Liability on the Beneficiary. Notwithstanding anything contained herein, the Beneficiary shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Grantor, whether hereunder or otherwise. The Beneficiary shall not, prior to any entry and taking possession of the Trust Property, have responsibility for the control, care, management or repair of the Trust Property or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Trust Property resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Beneficiary in its exercise of the powers granted to it under this Deed of Trust, and the Grantor expressly waives and releases any such liability. Should the Beneficiary incur any such liability, loss or damage under or by reason hereof, or in the defense of any claims or demands, the Grantor agrees to reimburse the Beneficiary immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

4.5 Default Rate Interest; Late Charges. The amount of any principal or interest which is not paid when due under the Note shall bear interest from the due date thereof until paid at the Default Rate and, in addition, the Grantor shall pay a late charge for any such overdue amount as provided in the Note.

V. GENERAL

5.1 Permitted Acts. The Grantor agrees that, without affecting or diminishing in any way the liability of the Grantor or any other Person, except any Person expressly released in writing by the Beneficiary (with the consent of any transferee of the Liabilities), for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Beneficiary may at any time and from time to time, without notice to or the consent of any Person, (i) release any Person liable for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any of the other Liabilities; modify or waive any obligation; (ii) subordinate, modify or otherwise deal with the lien hereof; (iii) accept additional security of any kind for repayment of the Liabilities; release any Collateral or other property securing any or all of the Liabilities; (iv) make releases of any portion of the Trust Property; consent to the making of any map or plat of the Trust Property or the creation of any easements on the Trust Property or of any covenants restricting the use or occupancy thereof; or (v) exercise or refrain from exercising, or waive, any right the Beneficiary may have.

5.2 Legal Expenses. The prevailing party in any litigation or other proceedings to interpret or enforce the provisions of this Deed of Trust or the Note shall be entitled to reimbursement for all costs and expenses, including (without limitation) reasonable attorneys' fees and expenses, incurred in connection therewith.

5.3 Security Agreement; Fixture Filing. This Deed of Trust, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Trust Property are located, and this Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Trust Property are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any other personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Grantor is the debtor (with its address as set forth by its name in the initial paragraph of this Deed of Trust), and the Beneficiary is the secured party (with its address as set forth by its name in the initial paragraph of this Deed of Trust).

5.4 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Beneficiary has no further obligation to make any advance, or extend any credit hereunder, under the Note or any Debt Papers, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Beneficiary to the Grantor, at the expense of the Grantor.

5.5 Notices. Any notices or other communications required or permitted to be given by this Deed of Trust must be in writing and shall be delivered personally by means of an overnight delivery service utilizing receipts, or delivery by telecopy showing confirmed receipt, and shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, and if not so received, shall be deemed received upon the following business day.

To the Grantor:	ANT, LLC 201 North Mission Street, 2nd Floor San Francisco, California 91405 Attention: Timothy Beaudin Facsimile #: (415) 974-3770
with copies to:	ANT, LLC 3072 Evergreen Parkway, Suite 110 Evergreen, Colorado 80439 Attention: Ted Antenucci Facsimile #: (303) 670-0203
	ANT, LLC 201 North Mission Street, 2nd Floor San Francisco, California 91405 Attention: Kathleen Smalley, Esq. Facsimile #: (415) 974-3770
To the Beneficiary:	APEX Property and Track Exchange 2036 Washington Street Hanover, MA 02339 Attention: David R. Marcus Facsimile #: (781) 871-6800
with a copy to:	The Burlington Northern and Santa Fe Railway Company 2650 Lou Menk Drive Fort Worth, Texas 76131 Attention: James J. O'Neil Facsimile #: (817) 352-6468

Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section.

5.6 Successors; The Grantor; Gender. All provisions hereof shall bind the Grantor and the Beneficiary and their respective successors, vendees and assigns and shall inure to the benefit of the Beneficiary, its successors and assigns, and the Grantor and its permitted successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.7 Care by the Beneficiary. The Beneficiary shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Grantor to the Beneficiary or in the Beneficiary's possession if it takes such action for that purpose as the Grantor requests in writing, but failure of the Beneficiary to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Beneficiary to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Grantor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

5.8 No Waiver; Writing. No delay on the part of the Beneficiary in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Beneficiary of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by the Beneficiary to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

5.9 Governing Law. THIS DEED OF TRUST SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE WHERE THE TRUST PROPERTY ARE LOCATED. NOTWITHSTANDING THE FOREGOING, THE NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

5.10 WAIVERS. THE GRANTOR, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE PROPERTY VOLUNTARILY AND KNOWINGLY HEREBY: WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER RIGHTS TO REDEMPTION AND ANY AND ALL OTHER RIGHTS AND BENEFITS UNDER ALL PRESENT AND FUTURE APPRAISEMENT, HOMESTEAD, MORATORIUM, VALUATION, EXEMPTION, STAY, EXTENSION, REDEMPTION AND MARSHALLING STATUTES, LAW OR EQUITIES NOW OR HEREAFTER EXISTING, AND AGREES THAT NO DEFENSE, CLAIM OR RIGHT BASED ON ANY THEREOF WILL BE ASSERTED, OR MAY BE ENFORCED, IN ANY ACTION ENFORCING OR RELATING TO THIS DEED OF TRUST OR ANY OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE GRANTOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS DEED OF TRUST, HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS DEED OF TRUST

OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT. It is understood and agreed that the waivers under this Section 5.10 do not include any waiver of any right of reinstatement granted to the Grantor under applicable state law or the waiver of the 15-day notice period provided in clause (i) of the first sentence of Section 4.2, provided that the Grantor shall concurrently with its exercise of any such right of reinstatement pay to the Beneficiary any amount then in default under the Note (but without taking into account any amount owing thereon as a result of the acceleration thereof), all interest then accrued on the Note (including, as applicable, interest at the Default Rate and any late charges under the Note), all expenses referred to in Section 5.2, all other amounts then owing to the Beneficiary under this Deed of Trust and any other amount required to be paid to the Beneficiary under applicable law in connection with the Grantor's exercise of such right of reinstatement.

5.11 JURY TRIAL. THE GRANTOR AND THE BENEFICIARY HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS DEED OF TRUST OR ANY DEBT PAPERS TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS DEED OF TRUST OR ANY RELATED DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

5.12 No Merger. It being the desire and intention of the parties hereto that this Deed of Trust and the lien hereof do not merge in fee simple title to the Trust Property, it is hereby understood and agreed that should the Beneficiary acquire an additional or other interests in or to the Trust Property or the ownership thereof, then, unless a contrary intent is manifested by the Beneficiary as evidenced by an express statement to that effect in an appropriate document duly recorded, this Deed of Trust and the lien hereof shall not merge in the fee simple title, toward the end that this Deed of Trust may be foreclosed as if owned by a stranger to the fee simple title.

5.13 Time of Essence. Time is declared to be of the essence in this Deed of Trust, the Note and the Debt Papers and of every part hereof and thereof.

5.14 Severability. If any provision of this Deed of Trust is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed from this Deed of Trust and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Deed of Trust.

5.15 Maximum Interest Rate. Regardless of any provisions contained in this Deed of Trust, the Note or any of the other Debt Papers, the Beneficiary shall never be deemed to have contracted for or been entitled to receive, collect or apply as interest (whether termed interest in the Debt Papers or deemed to be interest by judicial determination or operation of law) on the Note, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and, in the event the Beneficiary ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be deemed to be a partial prepayment of principal and treated hereunder as such, and, if the principal balance of the Note is paid in full, any remaining excess shall forthwith be paid to the Grantor. In determining whether or not the interest paid or payment under any specific contingency exceeds the highest lawful rate, the Grantor, and the Beneficiary shall, to the maximum extent permitted under applicable law (i) characterize any nonprincipal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (ii) exclude voluntary prepayments and the effect thereof, and (iii) spread the total amount of interest throughout the entire contemplated term of the Note so that the interest rate is uniform throughout such term.

5.16 Cooperation and Joinder. By acceptance hereof, the Beneficiary on behalf of itself and its successors and assigns agrees, at no cost or liability to the Beneficiary, within ten (10) days following receipt of written request therefor, to execute such documents and otherwise take such actions as the Grantor may from time to time reasonably request in connection with the Grantor's ownership, leasing, development, sale and operation of the Trust Property, including, without limitation, the execution of: parcel and subdivision maps, applications for government entitlements and utility services, dedications of portions of the Trust Property, subordinations to or joinder in the granting of easements, and the like; *provided, however,* that if a third party pays to the Grantor any lump sum amount attributable to the execution of the document or action undertaken by the Beneficiary at the Grantor's request, then the Grantor shall pay eighty percent (80%) of any such consideration so received by the Grantor to the Beneficiary as a principal reduction payment under the Note.

5.17 Non-Recourse Loan. Except as set forth below, the Grantor shall have no personal liability for the payment of the indebtedness evidenced by the Note or any sum of money which is or may be payable under this Deed of Trust and, in the enforcement of any of its rights under this Deed of Trust and the Note, the Beneficiary shall proceed solely against the Collateral, and shall not seek any deficiency judgment. Nothing contained in this Section 5.17 shall impair the validity of the indebtedness evidenced by the Note or in any way affect or impair the lien of this Deed of Trust or the right of the holder of the Note and this Deed of Trust to foreclose on this Deed of Trust in accordance with its provisions and to exercise its other rights upon Default. Nor shall anything contained in this Section 5.17 be deemed to impede or prejudice the rights of the holder of the Note and this Deed of Trust to recover (including attorney's fees and costs) against the Grantor for:

(a) the commission of fraud or a material misrepresentation by the Grantor in connection with the Loan;

(b) misappropriation or misapplication of Rents, security deposits or insurance or condemnation proceeds associated with the Trust Property, or failure to apply such funds in accordance with the provisions of this Deed of Trust;

(c) bad faith waste in connection with any Trust Property as to which the Beneficiary either exercises remedies under this Deed of Trust or otherwise reacquires title; or

(d) forfeiture of the Trust Property or any part thereof under any applicable law.

5.18 Powers of Trustee. The following provisions apply to Trustee:

(a) Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, and by its acceptance hereof, Trustee covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and Trustee hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by it in accordance with the terms hereof.

(b) At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary, Trustee shall (i) consent in writing to the making of any map or plat of the Real Estate, (ii) join in granting any easement thereon, (iii) join in any extension agreement or any agreement subordinating the lien or charge hereof.

(c) Trustee may resign at any time upon giving thirty (30) days' notice in writing to Grantor and to Beneficiary.

(d) Beneficiary may, from time to time, by written instrument executed and acknowledged by Beneficiary, mailed to Grantor and recorded in the county in which the Real Estate is located, and by otherwise complying with the provisions of the applicable law of Washington, substitute a successor or successors to the person or persons then named herein or acting hereunder as Trustee.

(e) The Beneficiary, with or without cause, is authorized either in its own name or through an attorney or attorney-in-fact appointed for the purpose by written instrument duly recorded and without any formality other than a designation in writing of a successor substitute trustee, to appoint a successor or substitute trustee who shall thereupon become vested with and succeed to all the rights, title and powers given to Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein. Such right to appoint a successor or substitute trustee shall exist as often and whenever Beneficiary desires.

(f) Trustee, or anyone acting in its stead, shall have, in its discretion, authority to employ all proper agents and attorneys in the execution of this trust and in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Premises, should any be realized. If no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the costs of such services rendered to Trustee.

(g) If Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Premises or the title thereto, or the interest of Trustee or Beneficiary under this Deed of Trust, except for any action or proceeding arising out of the willful misconduct or, to the extent prohibited by law, the gross negligence of Trustee or Beneficiary, Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or any of them in any case, and the same shall become so much additional indebtedness secured hereby.

(h) At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person with respect to any of the Liabilities or the effect of this Deed of Trust upon the remainder of the Collateral, Trustee may (i) reconvey any part of the Collateral, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or document relating hereto or to the Collateral.

5.19 <u>Non Agricultural Use</u>. The Trust Property is not used principally or primarily for agricultural or farming purposes.

5.20 <u>No Oral Commitments</u>. Notice is hereby given that: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, MODIFY LOAN TERMS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

5.21 <u>Continuation of Original Deed of Trust and Indebtedness</u>. It is understood and agreed that this Deed of Trust, while an amendment to and restatement of the Original Deed of Trust, (i) represents a continuation of the lien and security interest granted to the Beneficiary on the Trust Property and the other Collateral in the Original Deed of Trust, (ii) is executed in multiple counterparts for purposes of recording the Beneficiary's lien and security interest on the Sale Property conveyed under the Purchase Agreement separately in the multiple jurisdictions in which the parcels of Sale Property are located, and (iii) continues as security for the Loan, the Note and the other Liabilities, all of which remain outstanding in accordance with their terms

IN WITNESS WHEREOF, the undersigned have executed and delivered this Deed of Trust on March 25, 1998, effective as of the day and year first above written.

ANT, LLC, as Grantor
a Delaware limited liability company

By: The South Portal Company,
its sole member

By: [signature]
Name: Chris Sorenson
Title: Vice President

9290399 1 32598 539C 98429822

STATE OF TEXAS)
) **SS.**
COUNTY OF DALLAS)

On this 25th day of March, 1998, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Chris Sorensen, to me known to be the Vice President, of The South Portal Company, a Delaware corporation in its capacity as a member of ANT, LLC, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

RHONDA BURTON
MY COMMISSION EXPIRES
September 21, 2000

Rhonda Burton
Notary Public in and for the State of Texas
Residing at: Carrollton, Texas
My appointment expires: 9/21/2000

9290399 1 32598 539C 98429822

EXHIBIT "A"

Restated Purchase Money Deed of Trust,
Assignment of Leases and Rents, Security Agreement and Financing Statement
Skamania County, Washington, Dated as of February 23, 1998
Consisting of 1 Page

Parcel 01858 (NOMO)

The Southeasterly 60.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Spokane, Portland & Seattle Railway Company) 200.0 foot wide right of way, being 100.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the D. Baughman Donation Land Claim No. 42 in Sections 1 and 2, all in Township 2 North, Range 7 East, W. M., Skamania County, Washington, lying between two lines drawn parallel with and distant, respectively, 40.0 feet and 100.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the Northeast by a line drawn at right angles to said Main Track centerline at a point distant 613.0 feet Northeasterly from the West line of said Section 1, as measured along said Main Track centerline, and bounded on the Southwest by a line drawn at right angles to said Main Track centerline at a point distant 402.0 feet Southwesterly from the East line of said Section 2, as measured along said Main Track centerline.

Parcel 01730 (SPS)

The Northerly 80.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Spokane, Portland & Seattle Railway Company) 300.0 foot wide Station Ground property at Hood, Washington, being 100.0 feet wide on the Northerly side and 200.0 feet wide on the Southerly side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across Government Lot 1 of Section 21, Township 3 North, Range 10 East, W. M., Skamania County, Washington, lying between two lines drawn parallel with and distant, respectively, 20.0 feet and 100.0 feet Northerly, as measured at right angles from said Main Track centerline, bounded on the West by a line drawn parallel with and distant 70.0 feet Southeasterly, as measured at right angles from the centerline of State Highway No. 14, and bounded on the Northeast by a line drawn at right angles to said Main Track centerline at a point distant 800.0 feet Northeasterly from the centerline of State Highway No. 14, as measured along said Main Track centerline.