

After Filing Return To:

Jeff A. George, Esq.
c/o Mayer, Brown, Rowe & Maw
350 South Grand Avenue
25th Floor
Los Angeles, California 90071



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Skagit County Auditor

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**FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST WITH
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

*Island Title Co.
A18909*

Grantor(s):

1. Trident Seafoods Corporation, a Washington corporation

Additional names on page _____ of document

Grantee(s):

1. Chicago Title Insurance Company, as the trustee
2. Bank of America, N.A., as Collateral Agent, as the Beneficiary

Additional names on page _____ of document

• *AF# 199912150087*

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Harbor Area in Front of Tracts 2, 3, 4, K, L, M, N, Streets, Plate 8, Anacortes Tidelands

Additional legal description is on page Exhibit A of document

Assessor's Property Tax Parcel Account Number(s):

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

Additional reference numbers on page _____ of document

FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST WITH
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING

THIS FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of March __, 2002 (herein called this "Amendment"), is from **TRIDENT SEAFOODS CORPORATION**, a Washington corporation (successor by merger to TT Acquisition, Inc., a Washington corporation) (the "Trustor"), to **CHICAGO TITLE INSURANCE COMPANY**, as trustee (the "Trustee"), and **BANK OF AMERICA, N.A.**, ("Beneficiary"), as collateral agent ("Collateral Agent"), for and on behalf of the financial institutions named on Schedule 1 attached hereto and incorporated by reference hereby.

W I T N E S S E T H:

WHEREAS, the Trustor executed that certain Leasehold Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated as of November 1, 1999 (as amended the "Deed of Trust") which such Deed of Trust was recorded as Document No. 199912150087 on December 15, 1999 in the official records of Skagit County, Washington, and encumbers that certain real property described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the Trustor, the Lenders (as defined in the Credit Agreement) and the Beneficiary (in its capacity as Lender Agent as defined in the Credit Agreement) have entered into a credit agreement dated as of July 19, 1999, as the same has been amended by that certain Waiver and First Amendment to Credit Agreement dated as of July 26, 2000 and that certain letter amendment dated as of November 1, 2001 (as so amended, the "Credit Agreement");

WHEREAS, the Trustor has entered into a note agreement dated as of November 15, 1995 as amended by Amendment Number 1, dated as of May 15, 1996, Amendment Number 2, dated as of December 1, 1998 and the Third Amendment, dated as of July 19, 1999 (the "Third Amendment") (as further amended, restated or otherwise modified from time to time, the "1995 Note Agreement") with various institutions (the "1995 Noteholders"), pursuant to which the Noteholders have purchased 7.53% Senior Secured Notes, due December 1, 2005 (as such interest rate was increased to 7.78% pursuant to the Third Amendment, the "1995 Senior Notes");

WHEREAS, pursuant to the terms of that certain intercreditor agreement dated as of July 19, 1999 (as it may be amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the 1995 Noteholders and the Lenders have appointed and designated the Collateral Agent to administer the Collateral Documents (as defined therein);

WHEREAS, pursuant to the terms of that certain security agreement dated as of July 19, 1999 (as it may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Trustor granted and assigned to the Collateral Agent for the benefit of the 1995 Noteholders and the Lenders certain security interests more particularly described therein;



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WHEREAS, pursuant to that certain Note Agreement, dated as of March 1, 2002, among the Trustor and the purchasers ("2002 Noteholders" and together with the 1995 Noteholders, the "Noteholders") of such notes (the "2002 Note Agreement" and together with the 1995 Note Agreement, the "Note Agreements"), the Trustor is issuing those certain senior notes (the "2002 Senior Notes" and together with the 1995 Senior Notes, the "Notes") which will be secured by the same collateral that secures the obligations under the Credit Agreement and the 1995 Notes;

WHEREAS, the Trustor, the Lenders and the Lender Agent are concurrently herewith entering into that certain Waiver and Third Amendment to Credit Agreement (the "Amendment No. 3"), whereby among other things, the Trustor will repay in full the Term Loan A Advances and terminate the Term Loan A Facility and prepay the Revolving Advances with the proceeds the Trustor receives from the 2002 Note Agreement;

WHEREAS, the Trustor and the 1995 Noteholders are concurrently herewith entering into that certain Fourth Amendment to Note Agreement (the "Note Agreement Amendment"), whereby among other things, the transactions contemplated by the 2002 Note Agreement will be permitted;

WHEREAS, pursuant to the terms of that certain Amended and Restated Intercreditor Agreement, dated as of March 1, 2002 (as it may be amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), the 1995 Noteholders, the 2002 Noteholders, the Lenders and the Lender Agent have appointed and designated the Collateral Agent to administer the Collateral Documents (as defined therein), including, without limitation, the Deed of Trust, as amended hereby, on their behalf;

WHEREAS, the obligations of Trustor under the Credit Agreement, the 1995 Note Agreement and the 2002 Note Agreement are to be secured pursuant to the Deed of Trust as amended hereby;

WHEREAS, it is a condition precedent to the effectiveness of the 2002 Note Agreement, the Amendment No. 3 and the Note Agreement Amendment, each dated as of March 1, 2002, that the Trustor execute and deliver to the Beneficiary this Amendment, in order to reaffirm the Deed of Trust and to secure the payment in full of the Trustor's obligations under the Credit Agreement, the 1995 Note Agreement and the 2002 Note Agreement;

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

1. REAFFIRMANCE OF THE DEED OF TRUST. To secure the Secured Obligations (as defined in the Deed of Trust and used herein with the same meaning assigned to such term therein, as amended), the Trustor has granted, bargained, sold, warranted, mortgaged, assigned, transferred, conveyed and granted a security interest in, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer, convey and grant a security interest in, unto the Trustee, in trust, with power of sale, for the use and benefit of the Collateral Agent, all of the Trustor's right, title and interest, whether now owned or hereafter acquired, in and to the



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Property (as defined in the Deed of Trust and used herein with the same meaning assigned to such term therein).

TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Trustee forever to secure the payment of the Secured Obligations and the performance of the obligations of the Trustor contained herein and in the Deed of Trust.

2. AMENDMENT TO DEED OF TRUST.

(a) Schedule 1 of the Deed of Trust is hereby deleted and replaced with Schedule 1 attached hereto.

(b) Schedule 2 of the Deed of Trust is hereby deleted and replaced with Schedule 2 attached hereto.

3. WARRANTIES, COVENANTS AND AGREEMENTS. The representations, warranties, covenants and agreements contained in the Deed of Trust are hereby remade by the Trustor and (together with the remedies contained in the Deed of Trust) are in full force and effect as of the date hereof.

4. MISCELLANEOUS PROVISIONS.

(a) This Amendment shall be considered as an amendment and supplement to the Deed of Trust and, except as herein expressly amended and supplemented, the Deed of Trust is hereby ratified, approved and confirmed in every respect. All references to the Deed of Trust in any other document shall hereafter be deemed to refer to the Deed of Trust as amended and supplemented hereby.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that in the case of certain counterparts to be recorded and filed in jurisdictions where the Deed of Trust has not been recorded and filed, in order to place on record the Deed of Trust, there are attached to such counterparts conformed copies of the Deed of Trust, the contents of which by this reference are hereby adopted, assumed, ratified, approved and confirmed in each and every respect by the Trustor.

(c) The Trustor hereby represents and warrants to the Trustee and the Administrative Agent as follows:

(i) TRIDENT SEAFOODS CORPORATION is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

(ii) The execution and delivery of this Amendment, the Note Agreement Amendment, the 2002 Note Agreement and the 2002 Senior Notes, and the performance by the Trustor of its obligations hereunder and thereunder, are within the Trustor's corporate powers, have been duly authorized, approved and confirmed by the Board of Directors of the Trustor.



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have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the articles of incorporation or bylaws of the Trustor or of any agreement binding upon the Trustor; and

(iii) This Amendment, the Note Agreement Amendment, the Note Agreements and the Credit Agreement are the legal, valid and binding obligations of the Trustor, enforceable in accordance with their respective terms.

(iv) The indebtedness evidenced by the Credit Agreement Notes and the 1995 Senior Notes is a continuing indebtedness and nothing contained herein or in any other document shall be construed to deem paid the Credit Agreement Notes or the 1999 Senior Notes, or as a novation of any such note or the Deed of Trust, or to release or terminate any lien or security interest which secures payment of the Notes, and all liens and security interests which secure payment of the Notes (including, without limitation, those created by the Deed of Trust) shall continue in full force and effect, unimpaired from the date(s) of their creation and perfection.

(d) Section headings in this Amendment are inserted for convenience of reference and shall not be considered a part of this Amendment or used in its interpretation.

(e) At the option of the Collateral Agent, this Amendment, or a carbon, photographic or other reproduction of this Amendment shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.



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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Amendment on the day, month and year first above written.

TRUSTOR

TRIDENT SEAFOODS CORPORATION,
a Washington corporation

By: Charles H. Bonbrant
Name: CHARLES H. BONBRANT
Title: PRESIDENT

BENEFICIARY

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____



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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Amendment on the day, month and year first above written.

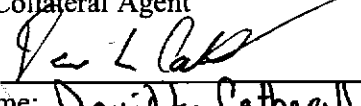
TRUSTOR

TRIDENT SEAFOODS CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

BENEFICIARY

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: David L. Cathcart
Title: Vice President



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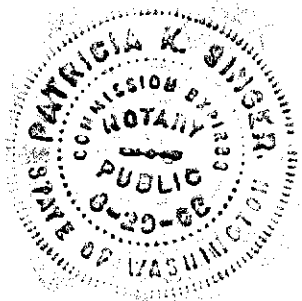
STATE OF Washington)
)
COUNTY OF King)

SS

On March 19 2002 before me, Patricia K. Singer personally appeared Charles H. Bendroit personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Patricia K. Singer
Signature of Notary



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STATE OF ILLINOIS)
COUNTY OF COOK)

SS

On MARCH 19, 2002 before me, SARAH D. GLASPER personally appeared DAVID L. CATHERALL personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sarah D. Glasper 3-19-02
Signature of Notary

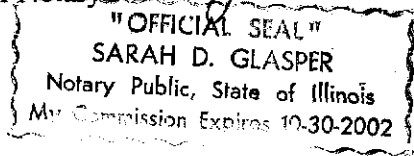


Exhibit A

LEGAL DESCRIPTION

[ATTACHED]

UNOFFICIAL DOCUMENT



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Schedule 1

LIST OF FINANCIAL INSTITUTIONS

BANK OF AMERICA, N.A.

U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION

KEYBANK NATIONAL ASSOCIATION

THE BANK OF NOVA SCOTIA

COÖPERATEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. "RABOBANK NEDERLAND" NEW YORK BRANCH

ALLSTATE LIFE INSURANCE COMPANY

GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY f/k/a GREAT NORTHERN INSURED ANNUITY CORPORATION

GE LIFE AND ANNUITY ASSURANCE COMPANY f/k/a THE HARVEST LIFE INSURANCE COMPANY

PACIFIC LIFE INSURANCE COMPANY

JOHN HANCOCK LIFE INSURANCE COMPANY

JOHN HANCOCK VARIABLE LIFE INSURANCE COMPANY

JOHN HANCOCK REASSURANCE COMPANY, LTD.

MARITIME LIFE ASSURANCE COMPANY

NATIONWIDE LIFE INSURANCE COMPANY

NATIONWIDE LIFE & ANNUITY INSURANCE COMPANY

NATIONWIDE MUTUAL INSURANCE COMPANY

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

AMCO INSURANCE COMPANY

SCOTTSDALE INSURANCE COMPANY

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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MASSMUTUAL ASIA LIMITED

C.M. LIFE INSURANCE COMPANY

UNITED OF OMAHA LIFE INSURANCE COMPANY



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Schedule 2

SCHEDULE OF NOTES

1. That certain promissory note made by Trident Seafoods Corporation, a Washington corporation (the "Company") payable to the order of Allstate Life Insurance Company in the original principal amount of \$20,000,000.
2. That certain promissory note made by the Company payable to the order of Allstate Life Insurance Company in the original principal amount of \$15,000,000.
3. That certain promissory note made by the Company payable to the order of General Electric Capital Assurance Company, f/k/a Great Northern Insured Annuity Corporation in the original principal amount of \$10,000,000.
4. That certain promissory note made by the Company payable to the order of GE Life and Annuity Assurance Company, f/k/a The Harvest Life Insurance Company in the original principal amount of \$5,000,000.
5. That certain promissory note made by the Company payable to the order of Allstate Life Insurance Company in the original principal amount of \$10,000,000.
6. That certain promissory note made by the Company payable to the order of Pacific Life Insurance Company in the original principal amount of \$10,000,000.
7. [Notes for 2002 Note Agreement to be added]
8. That certain promissory note made by the Company payable to the order of Bank of America, N.A. in the original principal amount of \$12,500,000.
9. That certain promissory note made by the Company payable to the order of U.S. Bank of Washington, National Association in the original principal amount of \$12,500,000.
10. That certain promissory note made by the Company payable to the order of The Bank of Nova Scotia in the original principal amount of \$7,500,000.
11. That certain promissory note made by the Company payable to the order of "Rabobank Nederland" in the original principal amount of \$7,500,000.



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EXHIBIT "A"

PARCEL A:

(1.) Lots 6, 7, 11, 12, 13, 14, and 15, in fractional Block 104, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated 4th Street and L Avenue which upon vacation attached to said tracts by operation of law

ALSO TOGETHER WITH that portion of the vacated alley therein, lying West of the East line of Lot 15 projected North.

(2.) Lots 6, 7, 8, 9, and 10, inclusive, in Tract 3 of Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

(3.) That portion of vacated L Avenue in the CITY OF ANACORTES, lying South of a line running Northeasterly from the Northeast corner of said Lot 1 in said Tract 4 to the Northwest corner of said Lot 10 in said Tract 3 and lying North of a line running East from the Southeast corner of said Lot 1 in Block 107 to the Southwest corner of said Lot 11 in Block 104.

PARCEL B:

(1.) All of fractional Block 107, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

ALSO Lots 1, 2, 3, 4, 5, 6 and 7, inclusive, in Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

ALSO that portion of vacated Railroad Avenue as shown on Plate 8, of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington, that lies Westerly of the East line of Lot 1, Tract 2 of said Plate 8, produced North to the Inner Harbor Line and Easterly of the West line of Lot 10 of Tract 4 of said Plate 8, produced North to the Inner Harbor Line.

continued



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EXHIBIT "A"

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PARCEL B continued:

(2.) That portion of Lots 1, 2, 3, 4, 5, 6 and 7, Block 108, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying Northwesterly of a line parallel with and 25 feet distant Northwesterly, measured at right angles, from the center line of the main track of the Great Northern Railway Company as now located and constructed across said lots.

(3.) That portion of 4th Street in the CITY OF ANACORTES, lying West of a line running South from the Southeast corner of Lot 1 in Block 107, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, to the Northeast corner of Lot 1 in Block 108, and lying East of a line running North from the Northwest corner of Lot 4 in said Block 108, to the Southwest corner of Lot 4, Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

(4.) That portion of 4th Street in the CITY OF ANACORTES, lying West of a line running North from the Northwest corner of Lot 4, in Block 108, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, to the Southwest corner of Lot 4, Tract 4, Plate 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington, and lying East of a line running North from the Northwest corner of Lot 7 in said Block 108 to the Southwest corner of Lot 7, Tract 4, Plat 8 of Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

PARCEL C:

(1.) Lots 6, 7, 8, 9 and 10, in Block 103, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

(2.) Lots 8, 9 and 10, Tract 4, Plate 8, Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of State Land Commissioner at Olympia, Washington.

continued



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PARCEL C continued:

(3.) Tract 4-1/2, Plate 8, Anacortes Tidelands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

(4.) Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, inclusive, Block 108, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

EXCEPTING such portion of Lots 8, 9, and 10 as may fall within Anacortes Tidelands

TOGETHER WITH that portion of vacated alley adjoining, which upon vacation attached to said premises by operation of law.

PARCEL D:

(1.) Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 70, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Plats, page 4.

(2.) Lots 6, 7, 8, 9 and 10, Block 71, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in volume 2 of Plats, page 4.

(3.) That part of 3rd Street in the City of Anacortes lying East of the East line of Avenue M and West of a line extending North from the Northeast corner of Lot 6, Block 71 to the Southeast corner of Lot 9, Block 70, as shown on the MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the plat recorded thereof in the Office of the Auditor of Skagit County, Washington in Volume 2 of Plats, page 4.

(4.) Lots 1, 2, 3, 4 and 5, Block 103, and Lots 1, 2, 3, 4, 5, 16, 17, 18, 19 and 20, Block 104, MAP OF THE CITY OF ANACORTES, Skagit County, Washington, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Plats, page 4.

continued



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EXHIBIT "A"

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PARCEL D continued:

(5.) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, inclusive, Tract 2 and Lots 1, 2, 3, 4 and 5, inclusive, Tract 3 as shown on Plate No. 8 Tide and Shore Lands of Section 13, Township 35 North, Range 1 East of the Willamette Meridian, Anacortes Harbor, on file in the Office of the Commissioner of Public Lands at Olympia, Washington.

PARCEL E:

(1.) That portion of Lot 14, Block 70, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying Southerly of that certain right of way conveyed to Seattle and Montana Railroad Co. a corporation, by deed recorded May 18, 1904, in Volume 54 of Deeds, page 223.

TOGETHER WITH that portion of vacated 3rd Street that reverted to said premises by operation of law.

(2.) That portion of Lots 11 and 12, Block 71, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying North of a line parallel to and 10 feet distant Northwesterly, measured at right angles, from the center line of the railway of the Great Northern Railway Company, as it existed on September 4, 1940.

PARCEL F:

All of Lots 1 and 2 and that portion of Lots 3, 4, and 5, inclusive, Block 71, CITY OF ANACORTES, according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, lying Southeasterly of a line parallel to and 25 feet distant Southeasterly of the center line of the Great Northern Railway Company Railway as it existed on June 23, 1930.

PARCEL G:

That portion of L Avenue in the CITY OF ANACORTES, lying North of the North margin of 5th Street in the CITY OF ANACORTES and South of a line parallel with and 25 feet North, as measured at right angles, from the centerline of the main tract of the Burlington Northern Railway Company as now located and constructed across said L Avenue.

TOGETHER WITH that portion of the alley within Block 103 lying West of a line extending between the East line of the West half of Lots 13 and 8 of said Block 103 and East of the East line of L Avenue.
continued



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EXHIBIT "A"
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PARCEL H:

The Railroad right of way within 4th Street, lying between Blocks 103 on the South and 104 on the North, PLAT OF THE CITY OF ANACORTES, and between the East line of L Avenue and the West line of M Avenue.

PARCEL I:

The Railroad right of way area within 3rd Street between Block 70 on the North and Block 71 on the South, PLAT OF THE CITY OF ANACORTES.

PARCEL J:

Lots 11, 12 and the West half of Lot 13, Block 103 of the PLAT OF THE CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

PARCEL K:

That portion of vacated M Avenue, lying Northerly of the line which runs West from the Southwest corner of Lot 10 in Block 71, to the Southeast corner of Lot 1 in Block 104, and to that portion of vacated Railroad Avenue, lying Easterly of the Northerly extension of the West line of Lot 5, in Track 3, and Westerly of a line parallel with and 80.44 feet Westerly, as measured at right angles, from the Northerly extension of the Westerly line of N Avenue.

PARCEL L:

All that portion of Burlington Northern Railroad Company's (formerly Great Northern Railway) Anacortes to Concrete, Washington Branch Line right of way, being of varying width on each side of the Main Tract centerline as now located and constructed upon, over and across part of Blocks 108, 104, 71, 70, 103, and 107 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

EXCEPTING from all of the above parcels the following:

All that portion of Lots 1 and 2 of Block 70 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

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EXHIBIT "A"

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EXCEPTIONS continued

TOGETHER WITH that portion of Lots 12, 13 and 14 of Block 70 of the CITY OF ANACORTES Tidelands in Section 13, Township 35 North, Range 1 East of the Willamette Meridian, as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington, lying Easterly of a line parallel with and 80.44 feet Westerly, as measured at right angles, from the Westerly margin of N Avenue in the CITY OF ANACORTES.

TOGETHER WITH that portion of Lots 12, 13 and 14 of Block 70 of the CITY OF ANACORTES, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 14, Block 70; thence South $0^{\circ}36'01''$ West along the East line of said Block 70, a distance of 50.00 feet; thence North $89^{\circ}23'11''$ West a distance of 21.12 feet; thence South $59^{\circ}28'13''$ West a distance of 40.09 feet; thence North $0^{\circ}36'01''$ East a distance of 30 feet, more or less, to the intersection with the Southeasterly line of Tract 2 of Plate 8 of Anacortes Tidelands, in Section 13, Township 35 North, Range 1 East of the Willamette Meridian as per map thereof on file in the Office of the State Land Commissioner at Olympia, Washington; thence North $58^{\circ}51'$ East along said South line of Tract 2 a distance of 20 feet, more or less, to the intersection with the South line of the alley of said Block 70, said intersection bears North $89^{\circ}23'11''$ West, from the alley a distance of 68.46 feet to the point of beginning.

All situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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