

AFTER RECORDING, MAIL TO:
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900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268



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Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

**DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING
SECURING A REVOLVING LINE OF CREDIT
WITH AN ADJUSTABLE RATE
(2004 Revolver Loan)
(Skagit County)**

Documents released or assigned: None

Grantor: GREEN CROW CORPORATION,
a Washington corporation

Grantees: METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation ("Beneficiary")

LANDAMERICA TRANSNATION TITLE ("Trustee")

Abbreviated Legal Description:

Ptn Sec. 28, 29 & 30-33-6; Lots 29-35, Blk 3 & Tr. B, Lake Cavanaugh Div. 3;
Ptn 28-35-6; Ptn 20&21-35-7; Ptn 33&34-35-9

All in Skagit County, Washington
Additional legal is on Exhibit A of the document.

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

330628-1-001-0000; 330629-1-001-0009; 330630-1-001-0006; 3939-003-035-0000;
3939-003-098-0100; 350628-3-005-0000; 350720-1-004-0012; 350721-2-002-0019;
350933-1-006-0005; 350933-1-001-0008 and 350934-2-001-0005

**DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING
(2004 Revolver Loan)
(Skagit County)**

DATED: APRIL 5, 2004

BETWEEN: GREEN CROW CORPORATION,
a Washington corporation
Tax ID # 91-1299016

GRANTOR

AND: METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

BENEFICIARY

AND: LANDAMERICA TRANSNATION TITLE
1200 Sixth Avenue, Suite 1910
Seattle, WA 98101

TRUSTEE

Grantor is the owner of the real property in Skagit County, Washington described on attached Exhibit A (the "Real Property").

Beneficiary has agreed to lend Grantor the sum of THREE MILLION DOLLARS (\$3,000,000). Such amount will be disbursed and be repayable with interest according to the terms of the promissory note (the "Note") given to evidence such indebtedness, dated the same date as this Trust Deed, under which the final payment of principal and interest on the Note will be due not later than April 1, 2010. Certain additional terms and conditions are set forth in a Loan Agreement dated the same date as this Trust Deed (the "Loan Agreement"). This Trust Deed, the Note, financing statements and the Loan Agreement and any related documents are collectively herein referred to as the "Loan Documents."

The term "Indebtedness" as used in this Trust Deed shall mean:

- (a) The principal and interest payable under the Note;
- (b) Any other amounts that Beneficiary may in its discretion loan to Grantor, with interest thereon, under a written agreement stating that it is intended to be secured hereby;
- (c) Any amounts expended or advanced by Beneficiary to discharge obligations of Grantor or expenses incurred by Beneficiary or Trustee to enforce obligations of Grantor, as permitted under the Loan Documents (but excluding the Unsecured Indemnity Agreement); and



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(d) Prepayment premiums as described in the Note.

FOR VALUE RECEIVED, Grantor conveys to Trustee in trust with the power of sale the following:

A. The Real Property;

B. As applicable, all right, title and interest of Grantor in and to (i) all logs and any timber as and when severed (as hereinafter defined) until such time as such logs and timber have been removed from the Real Property and scaled or otherwise measured in the ordinary course of business; and (ii) all sale agreements providing for the sale of standing timber located on the Real Property (the "Timber"). As used herein, "severed" means the conversion of standing timber to "goods" (as defined in the Uniform Commercial Code) or to personal property by harvesting, logging, blowdowns or any other process or event which causes standing timber to cease to be part of the Real Property;

C. The proceeds of any sale of any logs or Timber and the profits, rents, license fees, royalties, income and other benefits derived from the Real Property (collectively, the "Proceeds") and the right, power and authority hereinafter given to Grantor to collect and apply the Proceeds;

D. All of Grantor's interest in and to all fixtures now or hereafter attached to or used in the operation of the Real Property;

E. All easements and rights-of-way used in connection with the Real Property, or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights relating to the Real Property (whether riparian, appropriative or otherwise and whether or not appurtenant);

F. Any and all improvements now or hereafter constructed thereon (the "Improvements"), and all materials intended for construction, reconstruction, alteration and repair of the Improvements, all of which materials shall be deemed to be included within the Real Property immediately upon the delivery thereof to the Real Property;

G. All the estate, interest, right, title or other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Property as hereinafter defined, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof;



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H. All minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the Real Property, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("Minerals"); and

I. All right, title and interest of Grantor in all sand, gravel, dirt and rock located at, near or under the surface of the Real Property ("Gravel").

Grantor grants to Beneficiary a security interest in the Timber (including severed Timber or logs), Proceeds, Minerals and Gravel.

The personal and Real Property described in paragraphs A through I above are referred to as the "Property."

This Trust Deed, the assignment of the Proceeds and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under the Loan Documents (excepting the Unsecured Indemnity Agreement) and are given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform:

1. **Payment and Performance.** Grantor shall pay to Beneficiary promptly when due all amounts, payment of which is secured by this Trust Deed, and shall strictly perform all obligations imposed upon Grantor by this Trust Deed.

2. **Possession and Maintenance of the Property.**

2.1 **Possession.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Proceeds from the Property.

2.2 **Duty to Maintain.** Grantor shall maintain the Real Property in good condition and promptly perform all repairs and maintenance to roads, bridges, ditches and culverts necessary to minimize erosion and to preserve its value. The Real Property shall be managed according to good forest management practices and all timber harvesting and management operations shall be conducted in accordance with Section 3 hereof.

2.3 **Nuisance, Waste.** Grantor shall not conduct or permit any nuisance and shall not commit or suffer any strip or waste on the Real Property. Timber harvest in accordance with the Loan Documents shall not constitute strip or waste.

2.4 **Removal of Improvements.** Grantor shall maintain and shall not demolish or remove any Improvements from the Real Property without the prior written

consent of Beneficiary, which consent shall not be unreasonably withheld or delayed. Beneficiary shall consent if Grantor makes arrangements satisfactory to Beneficiary to replace any material improvement which Grantor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future permanent buildings, structures and other fixtures and improvements now or hereafter installed on or attached to the Real Property, including, but not limited to, roads, bridges and culverts necessary to log the Real Property as provided in Section 3. However, "Improvements" shall not include road maintenance activities or activities to render roads dormant, provided such activities are performed in accordance with applicable laws.

2.5 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Real Property.

2.6 Duty to Protect. Grantor shall do all other acts, in addition to those set forth in this Trust Deed, that from the character and use of the Real Property are reasonably necessary to protect and preserve the security.

2.7 Water Rights. All existing water rights benefiting the Real Property shall be maintained by Grantor and applied to beneficial use so as to maintain the validity and priority of such rights.

2.8 Mineral Operations. Neither Grantor nor any successor in interest to Grantor in the Real Property shall drill or extract or enter into any lease for the drilling or extraction of oil, gas, or other hydrocarbon substances on the Real Property without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed. Grantor may (a) extract, remove, process and sell rock, sand and gravel from and at locations on the Real Property where Grantor (either individually or with third parties) is, as of the date hereof, currently doing so and (b) extract or remove rock and gravel for use in constructing roads in the Real Property. Except as provided in clause (a) of the preceding sentence, neither Grantor nor any successor in interest to Grantor in the Real Property shall grant any rights in or sale of rock and gravel to third parties for quantities in excess of 20,000 cubic yards without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed.

3. Timber Management & Severance; Release of Collateral.

3.1 Timber Cutting. Grantor may cut or permit third parties to cut Timber from the Real Property as permitted pursuant to the Loan Documents.



3.2 **Release of Collateral.** Beneficiary shall have the right to release as collateral all or any portion of the Property without obtaining the consent of Grantor or any third party.

4. **Taxes and Liens.**

4.1 **Payment.** Grantor shall pay when due all taxes and assessments levied against or on account of the Real Property, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Real Property free of any liens having priority over or equal to the interest of Beneficiary under this Trust Deed, except for the lien of this Trust Deed and of taxes and assessments not due, and except as otherwise provided in paragraph 4.2.

4.2 **Right to Contest.** Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Real Property is not jeopardized. If the Real Property is subjected to a lien for an amount in excess of \$100,000 (except for liens for taxes and assessments that are not yet due) which is not discharged within fifteen (15) days, Grantor shall deposit with Beneficiary cash, a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien, plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Grantor will defend itself and Beneficiary and will name Beneficiary as an additional obligee under any surety bond, and Grantor shall satisfy any final adverse judgment before enforcement against the Real Property.

4.3 **Evidence of Payment.** Grantor shall promptly furnish evidence of payment of taxes and assessments to Beneficiary on its demand and shall authorize the appropriate county official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Real Property, and shall pay the expense of a tax reporting service for the Real Property if required by Beneficiary.

4.4 **Notice of Construction.** Grantor shall notify Beneficiary at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Real Property if (a) the work, services or materials is not expressly contemplated by a timber harvest plan approved by Beneficiary pursuant to the Loan Agreement and (b) a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$100,000. On Beneficiary's request, Grantor will promptly furnish advance assurances satisfactory to Beneficiary that Grantor can and will pay the cost of such improvements.



5. Insurance.

5.1 Maintenance of Insurance. Grantor shall procure and maintain in force such policies of insurance as are currently carried by owners of similar properties in Washington and as Beneficiary may reasonably require including, but not limited to, comprehensive liability coverage with limits of not less than \$1,000,000 combined single limit with an endorsement showing Beneficiary as an additional named insured. Certificates evidencing such insurance and providing thirty (30) days' notice to Beneficiary prior to any cancellation or material reduction in coverage shall be provided to Beneficiary at closing and maintained current at all times.

5.2 Logger's Insurance. Grantor shall require that all loggers or other contractors performing operations on the Real Property maintain Logger's Broad Form B liability insurance with third-party firefighting cost coverage with Grantor named as an additional insured on such policies with limits generally required within this industry. Present requirements are as follows:

	<u>Per Occurrence</u>	<u>Aggregate</u>
Loggers	\$1,000,000	\$2,000,000
Cutters	\$1,000,000	\$2,000,000
Road Builders	\$1,000,000	\$2,000,000
Thinners	\$1,000,000	\$2,000,000
Planters	\$ 500,000	\$1,000,000
Salvaging	\$ 500,000	\$1,000,000

If Grantor performs its own logging, Grantor shall procure and maintain such insurance with an endorsement showing Beneficiary as an additional named insured.

5.3 Insurance Carriers. All insurance policies required hereby shall be issued by companies reasonably satisfactory to Beneficiary on forms, terms and conditions and with deductibles reasonably satisfactory to Beneficiary.

6. Warranties of Grantor.

6.1 Title. Grantor warrants that it holds merchantable title to the Real Property in fee simple free of all encumbrances other than those set forth in the title insurance policy to be issued to Beneficiary at closing (the "Permitted Encumbrances").

6.2 Defense of Title. Subject to the Permitted Encumbrances, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary or Trustee under this Trust Deed, Grantor shall defend the action at its expense.



6.3 Not Residential Trust Deed.

(a) Grantor warrants that Grantor is engaging in this transaction exclusively for business, commercial or investment purposes; and

(b) Grantor warrants that the Real Property is not used principally or primarily for agricultural or farming purposes within the meaning of RCW 61.24.030.

7. Condemnation.

7.1 Application of Net Proceeds. If all or any part of the Real Property is condemned, Beneficiary may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness if after the taking the loan balance is greater than fifty percent (50%) of the value of all of the remaining Real Property and other real property securing the Note as reasonably determined by Lender. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor, Beneficiary and Trustee in connection with the taking by condemnation. Sale of all or any part of the Real Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this Section 7 shall apply and shall not be considered a transfer for purpose of Section 10 hereof. The amount of net proceeds applied shall be a portion sufficient to cause the Loan amount to be less than or equal to fifty percent (50%) of the value of the Real Property remaining after condemnation.

7.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. In the event Beneficiary has reasonable grounds for insecurity with regard to Grantor's performance of its obligations under this Section 7, Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceeding, or to make any reasonable compromise or settlement in connection with such taking or damage, and to obtain and distribute all compensation, awards or other relief therefor to which Grantor may be entitled in accordance with paragraph 7.1.

8. Imposition of Tax By State.

8.1 State Taxes Covered. The following shall constitute state taxes to which this Section 8 applies:

(a) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed.



(b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed.

(c) A tax on a trust deed chargeable against the beneficiary or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor (other than Lender's income or gross receipts taxes).

8.2 Remedies. If any state tax to which this Section 8 applies is enacted subsequent to the date of this Trust Deed, this shall have the same effect as a default, and Beneficiary may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Grantor lawfully pays the tax or charge imposed by the state tax; and

(b) Grantor pays the tax or charge within thirty (30) days after notice from Beneficiary that the tax law has been enacted or fifteen (15) days prior to the date the tax is payable, whichever is later.

9. Powers and Obligations of Trustee.

9.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Real Property upon the request of Beneficiary and Grantor:

(a) Join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights in the public.

(b) Join in granting any easement or creating any restriction on the Real Property.

(c) Join in any subordination or other agreement affecting this Trust Deed or the interest of Beneficiary under this Trust Deed.

(d) Reconvey, without warranty, all or any part of the Real Property.

9.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding



in which Grantor, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

10. Transfer By Grantor.

10.1 Prohibition of Transfer Without Consent. Except with respect to collateral being transferred or released pursuant to Section 3, Grantor shall not sell, agree to sell, assign, convey, subcontract or otherwise transfer any part or all of the Real Property or any interest in the Real Property, without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion. If Grantor or a prospective transferee applies to Beneficiary for consent to a transfer, Beneficiary may require such information as may be reasonably necessary for Beneficiary to assess the prospective transferee's prior business experience, reputation and financial ability to perform Grantor's obligations under this Trust Deed. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Beneficiary's prior written consent or except as otherwise specifically allowed under the Loan Documents, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, lease, assignment or other transfer of, or the grant of a security interest in, all or any part of the legal or equitable title to the Property (including sales of or deeds to standing timber), except as may have been permitted in any timber harvest plan approved by Beneficiary pursuant to the Loan Agreement;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court; and

(c) In the event that any person or group of persons other than the present shareholders of Borrower or family members of such shareholders - should acquire a fifty percent (50%) or greater interest in Borrower, whether such acquisition is accomplished directly or indirectly, the Loan shall, at Lender's option, become immediately due and payable.

10.2 Condition to Consent. As a condition of its consent to any transfer of the Real Property where consent is required under Section 10.1 above and except as provided in Section 3, Beneficiary may in its discretion impose a reasonable service charge not exceeding one percent (1%) of the outstanding Indebtedness and may increase the interest rate of the Indebtedness to such rate as Beneficiary may then determine to be its current rate on comparable new timberland loans in the State of Washington. Beneficiary may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.



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10.3 Effect of Consent. Consent by Beneficiary to one transfer shall not constitute a consent to other transfers or a waiver of this Section 10. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Beneficiary may agree to any extension of time for payment or modification of the terms of this Trust Deed or the Note or waive any right or remedy under this Trust Deed or the Note without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

10.4 Sale of Timber. Sales of Timber or rock and gravel by Grantor pursuant to the provisions of the Loan Documents hereof shall not be considered as transfers to which this Section 10 applies.

11. Security Agreement; Security Interest.

11.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Proceeds, Timber (including severed Timber and logs), Minerals and Gravel and any other personal property included in the description of the Property.

11.2 Security Interest. Grantor authorizes Beneficiary to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto necessary to perfect and continue Beneficiary's security interest in the Property. Upon request by Beneficiary, Grantor shall take whatever other action is reasonably requested by Beneficiary to perfect and continue Beneficiary's security interest in the Property. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein. Grantor will reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest.

11.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used herein and with respect to any goods or other personal property that may now be or hereafter become such fixtures. The name of the record owner of the land is the Grantor, and Grantor shall be deemed the "Debtor" with the address set forth for Grantor in Section 15.5 hereof. Beneficiary shall be deemed to be the "Secured Party" with the address set forth for Beneficiary in Section 15.5 hereof and shall have all of the rights of a secured party under the Uniform Commercial Code. This Deed of Trust covers goods which are or are to become fixtures.



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11.4 Termination of Security Interest. The security interest in any portion of the Timber constituting logs shall terminate at such time as the logs have been removed from the Real Property and scaled or otherwise measured in the ordinary course of business.

12. Reconveyance on Full Performance. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Trust Deed, Beneficiary shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file and any other lien, encumbrance or other cloud on title created as a result of this transaction. The reconveyance and filing fees shall be paid by Grantor.

13. Default. The following shall constitute events of default:

(a) Failure of Grantor to pay any portion of the Indebtedness within ten (10) days after written notice that it is unpaid (including any applicable grace period).

(b) Failure of Grantor within the time required by this Trust Deed to make any payment for taxes, insurance or for reserves for such payment, or any other payment necessary to prevent filing of or discharge of any lien.

(c) Transfer of (either voluntarily or by operation of law), as defined in Section 10 hereof, any part or interest in the Property without the prior written consent of Beneficiary except as permitted herein or in the Loan Agreement.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Grantor, except in connection with a transfer approved by Beneficiary pursuant to Section 10 hereof or unless cured within ten (10) days' notice to Grantor; the commencement by Grantor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Grantor in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Grantor to the appointment of a receiver, trustee, or custodian of Grantor or of any of Grantor's property; an assignment for the benefit of creditors by Grantor; the making or suffering by Grantor of a fraudulent transfer under applicable federal or state law; concealment by Grantor of any of its property in fraud of creditors; the making or suffering by Grantor of a voidable preference within the meaning of the federal bankruptcy law; the imposition of a lien for an amount in excess of \$100,000 through legal proceedings or distraint upon any of the Property of Grantor which is not discharged or bonded in the manner permitted by paragraph 4.2 above.

(e) Failure of Grantor to perform any other obligation under the this Trust Deed within thirty (30) days after receipt of written notice from Beneficiary specifying the



nature of the default or, if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue curative action with reasonable diligence, but in no event shall the period for cure exceed ninety (90) days. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Beneficiary has already sent a notice to Grantor concerning default in performance of the same obligation.

(f) The material inaccuracy of any representation or warranty made pursuant to the Loan Documents (other than the warranty in paragraph 6.3(b) hereof) or any failure to perform under the Loan Documents beyond any applicable grace period.

(g) The occurrence of a default by Grantor under any agreement with another lender or lenders resulting in the acceleration of indebtedness in the aggregate amount of \$200,000 or more, or Grantor's failure generally to pay debts totaling such amount as such debts become due.

(h) The occurrence of a default by Grantor under any other loan from Beneficiary to Grantor.

14. Rights and Remedies on Default.

14.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Beneficiary may exercise any one or more of the following rights and remedies or any other remedies available under applicable law:

(a) Beneficiary may declare the entire Indebtedness immediately due and payable.

(b) The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the extent allowed by applicable law.

(c) If this Trust Deed is foreclosed by judicial procedure, Beneficiary will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Beneficiary.

(d) With respect to all or any part of the Property that constitutes personalty, Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code.



(e) Beneficiary shall have the right, without notice to Grantor, to take possession of the Property and collect the Proceeds, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user to make payments of rent or use fees directly to Beneficiary. If the Proceeds are collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this paragraph either in person, by agent or through a receiver.

(f) Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Proceeds from the Property and apply the Proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

(g) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Grantor's possession.

(h) Trustee and Beneficiary shall have any other right or remedy provided in this Trust Deed, the Loan Documents or any other instrument delivered by Grantor in connection therewith, or available at law, in equity or otherwise whether or not specified herein.

14.2 Rights of Receiver or Mortgage-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Beneficiary may:

(a) Use, operate, manage, control and conduct business on the Property, including harvesting and selling Timber, and make reasonable expenditures for all maintenance and improvements as in its reasonable judgment are proper;

(b) Collect the Proceeds from the Property and apply such sums to the expenses of use, operation and management; and



(c) At Beneficiary's option, complete any construction or logging operations in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Beneficiary deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary (if Beneficiary, in its sole discretion, agrees to lend) or otherwise, or Beneficiary may borrow or advance such sums as the receiver or Beneficiary may deem necessary for the purposes stated in this paragraph 14.2. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in paragraph 15.4 below. Such sums shall become a part of the Indebtedness secured by this Trust Deed and shall be payable by Grantor on demand.

14.3 Sale of the Property. In exercising its rights and remedies, the Trustee or Beneficiary may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Beneficiary may bid at any public sale on all or any portion of the Property.

14.4 Notice of Sale. Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

14.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Beneficiary under this Trust Deed are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Beneficiary's right to declare a default and exercise its remedies under this Trust Deed.

14.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Trust Deed, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in paragraph 15.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, consultants' fees, attorneys' opinions, title insurance, and fees for the Trustee.



15. **Miscellaneous.**

15.1 **Time of Essence.** Time is of the essence of this Trust Deed.

15.2 **Binding Upon Successors and Assigns.** Subject to the limitations stated in this Trust Deed on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustees, this Trust Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns.

15.3 **Security Agreement.** In construing this Trust Deed, the term "Trust Deed" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

15.4 **Expenditure by Beneficiary.** If Grantor fails to comply with any provision of this Trust Deed, Beneficiary may elect to take the required action on Grantor's behalf, and any amount that Beneficiary expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the default interest rate provided in the Note, but in any event not at a rate higher than the maximum rate permitted by law. Such action by Beneficiary shall not constitute a cure or waiver of the default or any other right or remedy which Beneficiary may have on account of Grantor's default.

15.5 **Notices.** Any notice under this Trust Deed shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Beneficiary: Metropolitan Life Insurance Company
Agricultural Investments
8717 West 110th Street, Suite 700
Overland Park, KS 66210-2101
Attention: Vice President Agricultural Investments

With a copy to: Metropolitan Life Insurance Company
MetLife Timber Office
160 Winter Lane
PO Box 100
Castle Rock, WA 98611
Attention: Manager



and to:

Metropolitan Life Insurance Company
Western Branch Office
7411 North Cedar, Suite 101
Fresno, CA 93720-3637
Attention: Manager

If to Grantor:

Green Crow Corporation
PO Box 2469
805 E. 8th Street
Port Angeles, WA 98362-0074
Attention: Randall S. Johnson, President

With a copy to:

Davis Wright Tremaine LLP
1501 Fourth Avenue, Suite 2600
Seattle, WA 98101-1688
Attention: Ward E. Buringrud

Any party may change its address for notices by written notice to the other. Notices may be given by facsimile transmission if a hard copy is also delivered thereafter, with such notice to be effective when received during business hours or the next business day following facsimile receipt if received outside of business hours.

15.6 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Trust Deed shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Trust Deed and the Note shall not be affected.

15.7 Changes in Writing. This Trust Deed and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Beneficiary relating to this Trust Deed shall be superior to the rights of the holder of any intervening lien or encumbrance.

15.8 Applicable Law. The laws of the State of Washington shall be applicable for the purpose of construing and determining the validity of this Trust Deed and for determining the rights and remedies of Beneficiary on default.

15.9 Exhibits. The following exhibits are attached to this Trust Deed and incorporated herein by reference:

Exhibit A - Real Property Description



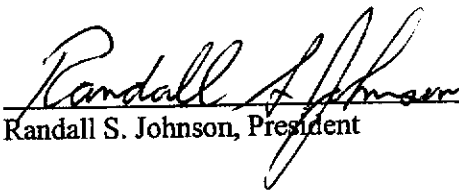
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Grantor has executed this Trust Deed, Security Agreement and Fixture Filing as of the date first above written.

GRANTOR:

GREEN CROW CORPORATION
a Washington corporation

By:

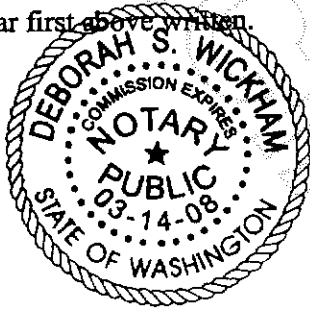

Randall S. Johnson, President



STATE OF WASHINGTON)
County of Clallam) ss.

On this 2nd day of April, 2004, before me personally appeared RANDALL S. JOHNSON, to me personally known to be the President of GREEN CROW CORPORATION, a Washington corporation, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Signature: Deborah S. Wickham

Name (Print): Deborah S. Wickham

NOTARY PUBLIC in and for the State of Washington, residing at Port Angeles

My appointment expires: March 14, 2008



200404060089

Skagit County Auditor

**EXHIBIT A
TO
DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING
(GREEN CROW CORPORATION/METROPOLITAN LIFE)
(2004 Revolver Loan)
(Skagit County)**

Real Property Description

That certain real property located in the County of Skagit, State of Washington, described as follows:

PARCEL A:

THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 28, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

THE NORTH 1/2 OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 6 EAST OF W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL C:

GOVERNMENT LOTS 1 AND 2; THE EAST 1/2 OF THE NORTHWEST 1/4; THE NORTH 1/2 OF THE NORTHEAST 1/4; AND THE NORTH 1/2 OF THE SOUTHEAST 1/4, SECTION 30, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL D:

LOTS 29 TO 35, INCLUSIVE, BLOCK 3, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 25 TO 31, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL E:

TRACT B, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3", AS PER PLAT

Exhibit A - Page 1 of 4

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Skagit County Auditor

RECORDED IN VOLUME 6 OF PLATS, PAGES 25 TO 31, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE 60 FOOT EASEMENT AS RESERVED BY INSTRUMENT RECORDED JULY 7, 1995, UNDER AUDITOR'S FILE NO. 9507070096.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL F:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., EXCEPT THE WARFIELD COUNTY ROAD NO. 518 ESTABLISHED BY RESOLUTION NO. 1612.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL G:

THOSE CERTAIN TRACTS OF LAND IN SECTIONS 20 AND 21, OF TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW, KNOWN AS THE "OTOOLE IRON CLAIM", CONSISTING OF THE "LLOYD NO. 1"; "OTOOLE NO. 2"; "LLOYD NO. 2"; "TORREY NO. 2"; "SAVAGE NO. 2"; "SAVAGE NO. 3", AND "CHANDLER NO. 3" LODGE CLAIMS DESIGNATED BY THE SURVEYOR GENERAL AS LOT NO. 300, AS DESCRIBED IN THAT CERTAIN PATENT RECORDED OCTOBER 21, 1910, IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 81584, IN VOLUME 2 OF MINING CLAIMS, PAGE 617.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL H:

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., LYING SOUTH OF THE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 496313.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PURPOSE OF INGRESS AND EGRESS TO AND FROM THE ABOVE DESCRIBED REAL ESTATE, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., OVER A STRIP OF LAND THIRTY FEET IN WIDTH THROUGH THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING CENTERLINE:

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Skagit County Auditor

BEGINNING AT A POINT ON THE SOUTH SIDE OF THE SOUTH SKAGIT COUNTY ROAD WHICH IS 1,376.0 FEET NORTH OF, AND 1,885.2 FEET WEST OF THE ONE QUARTER CORNER COMMON TO SECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., AND RUNNING THENCE SOUTH 06° 00' WEST, 32.5 FEET; THENCE SOUTH 62° 15' EAST, 99.0 FEET;
THENCE SOUTH 58° 15' EAST, 191.0 FEET;
THENCE SOUTH 70° 45' EAST, 195.7 FEET;
THENCE SOUTH 24° 45' EAST, 118.0 FEET;
THENCE SOUTH 60° 00' EAST, 95.3 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 20. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL I:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL J:

THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 33, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., LYING NORTHERLY OF THE SEATTLE AND NORTHERN RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY INSTRUMENT RECORDED MAY 10, 1911 IN VOLUME 42 OF DEEDS, PAGE 353, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT ANY PORTION THEREOF LYING WITHIN THE SKAGIT COUNTY ROAD RIGHT OF WAY, AS CONVEYED TO SKAGIT COUNTY BY INSTRUMENT RECORDED AUGUST 4, 1894 IN VOLUME 30 OF DEEDS, PAGE 48, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL K:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., LYING NORTHERLY OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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PARCEL L:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, UPON, OVER, UNDER, THROUGH, ACROSS AND ALONG THE NORTHERLY 40 FEET OF TRACT 17, OF PARCEL MAP AND SURVEY NO. 2-75, APPROVED MARCH 28, 1975 AND RECORDED MARCH 31, 1975, UNDER AUDITOR'S FILE NO. 815269, IN VOLUME 1 OF SHORT PLATS, PAGES 28 AND 29, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., AND OF GOVERNMENT LOT 3, SECTION 34, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX PARCEL NUMBERS:

PARCEL A:	TAX ACCOUNT NO.: 330628-1-001-0000
PARCEL B:	TAX ACCOUNT NO.: 330629-1-001-0009
PARCEL C:	TAX ACCOUNT NO.: 330630-1-001-0006
PARCEL D:	TAX ACCOUNT NO.: 3939-003-035-0000
PARCEL E:	TAX ACCOUNT NO.: 3939-003-098-0100
PARCEL F:	TAX ACCOUNT NO.: 350628-3-005-0000
PARCEL G:	TAX ACCOUNT NO.: 350720-1-004-0012
PARCEL H:	TAX ACCOUNT NO.: 350721-2-002-0019
PARCEL I:	TAX ACCOUNT NO.: 350933-1-006-0005
PARCEL J:	TAX ACCOUNT NO.: 350933-1-001-0008
PARCEL K:	TAX ACCOUNT NO.: 350934-2-001-0005

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