**DEED OF TRUST**

**Featured Directories of Trust Agreements**

THIS DEED OF TRUST, made this 5TH day of AUGUST

1993, by and between ATG INC., A CALIFORNIA CORPORATION, WHO ACQUIRED TITLE AS

ALLIED NUCLEAR INC., AS TO PARCEL A; AND ALLIED TECHNOLOGY GROUP, INC. ALSO

KNOWN AS ATG INC., A CALIFORNIA CORPORATION, AS TO PARCELS B AND C.

hereinafter referred to as "Grantor," whose address is 2025 BATTELE BLVD.,

RICHLAND, WA 99352...

CHICAGO TITLE INSURANCE COMPANY

hereinafter referred to as "Trustee," whose address is PO BOX 6740, KENNEWICK,

WA 99336

WEST ONE BANK, EASTERN WA/FORMERLY: BEN FRANKLIN NATIONAL BANK

hereinafter referred to as "Beneficiary," who maintains an office and place of

business at PO BOX 2487,

PASCO, WA 99302 (3525 W COURT)

in participation with the Small Business Administration, an agency of the United

States.

 WITNESSETH, that for and in consideration of $1.00 and other good and

valuable consideration, receipt or which is hereby acknowledged, the Grantor

does hereby bargain, sell, grant, assign, and convey unto the Trustee, his

successors and assigns, all of the following described property situated and

being in the County of BENTON

State of WASHINGTON:

\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*

 THE REAL PROPERTY DESCRIBED HEREIN IS

 NOT PRINCIPALLY USED FOR AGRICULTURAL

 OR FARMING PURPOSES

Together with and including all buildings, all fixtures, including but not

limited to all plumbing, heating, lighting, ventilating, refrigerating,

incinerating, air conditioning apparatus and elevators (the Trustor hereby

declaring that it is intended that the Items herein enumerated shall be deemed

to have been permanently installed as part of the realty), and all improvements

now or hereafter existing thereon; the hereditaments and appurtenances and all

other rights thereunto belonging, or in anywise appertaining, and the

reversion and reversions, remainder and remainders, and the tents, issues, and

profits of the above described property to have and to hold the same unto the

Trustee, and the successors in interest of the Trustee, forever, in fee simple

or such other estate, if any, as is stated herein trust, to secure the payment

of a promissory note of this date, in the principal sum of $ SEVEN HUNDRED FIFTY

THOUSAND DOLLARS AND NO/100\* ($750,000.00)

signed by ATG, INC., d.b.a. ALLIED TECHNOLOGY GROUP, INC. AND ATG RICHLAND INC.,

ALLIED ECOLOGY SERVICES, INC., NATURAL SAFETY CONSULTANTS INC.

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DOREEN CHIU-PRESIDENT

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FRANK CHIU-VICE PRESIDENT/SEC & TREAS.

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 1. This conveyance is made subject to the further trust that the said Grantor

shall remain in quiet and peaceable possession of the above granted and

described premises and take the profits thereof to his own use until default be

made in any payment of an installment due on said note or in the performance of

any or the covenants or conditions contained therein or in this Deed of Trust;

and, also to secure the reimbursement of the Beneficiary or any other holder of

said note, the Trustee or any substitute trustee of any and all costs and

expenses incurred, including reasonable attorney's fees, on account of any

litigation which may arise with respect to this Trust or with respect to the

indebtedness evidenced by said note, the protection and maintenance of the

property hereinabove described or in obtaining possession of said property after

any sale which may be made as hereinafter provided.

 2. Upon the full payment of the indebtedness evidenced by said note and the

interest thereon, the payment of all other sums herein provided for, the

repayment of all monies advanced or expended pursuant to said note or this

instrument, and upon the payment of all other proper costs, charges,

commissions, and expenses, the above described property shall be released and

reconvened to and at the cost of the Grantor.

 3. Upon default in any of the convenants or conditions of this instrument or

of the note or loan agreement secured hereby, the Beneficiary or his assigns may

without notice and without regard to the adequacy of security for the

indebtedness secured, either personally or by attorney or agent without bringing

any action or proceeding, or by a receiver to be appointed by the court, enter

upon and take possession of said property or any part thereof, and do any acts

which Beneficiary deems proper to protect the security hereof, and either with

or without taking possession of said property, collect and receive the rents,

royalties, issues, and profits thereof, including rents accrued and unpaid, and

apply the same, less costs of operation and collection, upon the indebtedness

secured by this Deed of Trust, said rents, royalties, issues, and profits, being

hereby assigned to the beneficiary as further security for time payment of such

indebtedness. Exercise of rights under this paragraph shall not cure or waive

any default or notice of default hereunder or invalidate any act done pursuant

to such notice but shall be cumulative to any right and remedy to declare a

default and to cause notice of default to be recorded as hereinafter provided,

and cumulative to any other right and/or remedy hereunder, or provided by law,

and may be exercised concurrently or independently. Expenses incurred by

Beneficiary hereunder including reasonable attorney's fees shall be secured

hereby.

 4. The Grantor covenants and agrees that if he shall fail to pay said

indebtedness, or any part thereof, when due, or shall fail to perform any

covenant or agreement of this instrument or of the promissory note secured

hereby, the entire indebtedness hereby secured shall immediately become due,

payable, and collectible without notice, at the option of the Beneficiary or

assigns, regardless of maturity, and the Beneficiary or assigns may enter upon

said property and collect the rents and profits thereof. Upon such default in

payment or performance, and before or after such entry, the Trustee, acting in

the execution of this Trust, shall have the power to sell said property, and it

shall be the Trustee's duty to sell said property (and in case of any default of

any purchaser, to resell) at public auction, to the highest bidder, first giving

four weeks' notice of the time, terms, and place of such sale, by advertisement

not less than once during each of said four weeks in a newspaper published or

distributed in the county or political subdivision in which said property is

situated, all other notice being hereby waived by the Grantor (and the

Beneficiary or any person on behalf of the Beneficiary may bid and purchase at

such sale). Such sale will be held at a suitable place to be selected by the

Beneficiary within said county or political subdivision. The Trustee is hereby

authorized to execute and deliver to the purchaser at such sale a sufficient

conveyance of said property, which conveyance shall contain recitals as to the

happening of default upon which the execution of the power of sale herein

granted depends; and the said Grantor hereby constitutes and appoints the

Trustee as his agent and attorney in fact to make such recitals and to execute

said conveyance and hereby covenants and agrees that the recitals so made shall

be binding and conclusive upon the Grantor, and said conveyance shall be

effectual to bar all equity or right of redemption, homestead dower, right of

appraisement, and all other rights and exemptions, of the Grantor, all of which

are hereby expressly waived and conveyed to the Trustee. In the event of a sale

as hereinabove provided, the Grantor, or any person in possession under the

Grantor, shall then become and be tenants holding over and shall forthwith

deliver possession to the Purchaser at such sale or be summarily dispossessed,

in accordance with the provisions of law applicable to tenants holding over. The

power and agency hereby granted are coupled with an interest and are irrevocable

by death or otherwise, and are granted as cumulative to all other remedies for

the collection of said indebtedness. The Beneficiary or Assigns may take any

other appropriate action pursuant to state or Federal statute either in state or

Federal court or otherwise for the disposition of the property.

 5. In the event of a sale as provided in paragraph 4, the Trustee shall be

paid a fee by the Beneficiary in an amount not in excess of percent of

the gross amount of said sale or sales, provided, however, that the amount of

such fee shall be reasonable and shall be approved by the Beneficiary as to

reasonableness. Said fee shall be in addition to the costs and expenses incurred

by the Trustee in conducting such sale. The amount of such costs and expenses

shall be deducted and paid from the sale's proceeds. It is further agreed that

if said property shall be advertised for sale as

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herein provided and not sold, the Trustee shall be entitled to a reasonable fee,

in an amount acceptable to the Beneficiary for the services rendered. The

Trustee shall also be reimbursed by the Beneficiary for all costs and expenses

incurred in connection with the advertising of said property for sale if the

sale is not consummated.

 6. The proceeds of any sale of said property in accordance with paragraph 4

shall be applied first to payments of fees, costs, and expenses of said sale,

the expenses incurred by the Beneficiary for the purpose of protecting or

maintaining said property and reasonable attorneys' fees; secondly, to payment

of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to

the person or persons legally entitled thereto.

 7. In the event said property is sold pursuant to the authorization

contained in this instrument or at a judicial foreclosure sale and the proceeds

are not sufficient to pay the total indebtedness secured by this instrument and

evidenced by said promissory note, the Beneficiary will be entitled to a

deficiency judgement for the amount of the deficiency without regard to

appraisement, the Grantor having waived and assigned all rights of appraisement

to the Trustee.

 8. The Grantor covenants and agrees as follows:

 a. He will promptly pay the indebtedness evidenced by said promissory

 note at the times and in the manner therein provided.

 b. He will pay all taxes, assessments, water rates, and other

 governmental or municipal charges, fines or impositions, for which provision

 has not been made hereinbefore, and will promptly deliver the official

 receipts therefor to the Beneficiary.

 c. He will pay such expenses and fees as may be incurred in the

 protection and maintenance of said property, including the fees of any

 attorney employed by the Beneficiary for the collection of any or all of the

 indebtedness hereby secured, of such expenses and fees as may be incurred in

 any foreclosure sale by the Trustee, or court proceedings or in any other

 litigation or proceeding affecting said property, and attorney's fees

 reasonably incurred in any other way.

 d. The rights created by this conveyance shall remain in full force and

 effect during any postponement or extension of the time of the payment of the

 indebtedness evidenced by said note or any part thereof secured hereby.

 e. He will continuously maintain hazard insurance of such type or types

 and in such amounts as the Beneficiary may from time to time require, on the

 improvements now or hereafter on said property, and will pay promptly when

 due any premiums therefor. All insurance shall be carried in companies

 acceptable to Beneficiary and the policies and renewals thereof shall be held

 by Beneficiary and have attached thereto loss payable clauses in favor of and

 in form acceptable to the Beneficiary. In the event of loss, Grantor will

 give immediate notice in writing to Beneficiary and Beneficiary may make

 proof of loss if not made promptly by Grantor, and each insurance company

 concerned is hereby authorized and directed to make payment for such loss

 directly to Beneficiary instead of to Grantor and Beneficiary jointly, and

 the insurance proceeds, or any part thereof, may be applied by Beneficiary at

 its option either to the reduction of the indebtedness hereby secured or to

 the restoration or repair of the property damaged. In the event of a

 Trustee's sale or other transfer or title to said property in extinguishment

 of the indebtedness secured hereby, all right, title, and interest of the

 Grantor in and to any insurance policies than in force shall pass at the

 option of the Beneficiary to the purchaser or Beneficiary.

 f. He will keep the said premises in as good order and condition as they

 are now and will not commit or permit any waste thereof, reasonable wear and

 tear excepted, and in the event of the failure of the Grantor to keep the

 buildings on said premises and those to be erected on said premises, or

 improvements thereon, in good repair, the Beneficiary may make such repairs

 as in the Beneficiary's discretion it may deem necessary for the proper

 preservation thereof, and any sums paid for such repairs shall bear interest

 from the date of payment at the rate specified in the note, shall he due and

 payable on demand and shall be fully secured by this Deed of Trust.

 g. He will not without the prior written consent of the Beneficiary

 voluntarily create or permit to be created against the property subject to

 this Deed of Trust any liens inferior or superior to the lien of this Deed of

 Trust and further that he will keep and maintain the same free from the claim

 of all persons supplying labor or materials which will enter into the

 construction of any and all buildings now being erected or to be erected on

 said premises.

 h. He will not rent or assign any part of the rent of said property or

 demolish, remove, or substantially alter any building without the written

 consent of the Beneficiary.

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 9. In the event the Grantor fails to pay any Federal, state, or local tax

assessment, income tax or other fails tax lien charge, fee, or other expense

charged to the property hereinabove described, the Beneficiary is hereby

authorized to pay the same and any sum so paid by the Beneficiary shall be added

to and become a part of the principal amount of the indebtedness evidenced by

said promissory note. If the Grantor shall pay and discharge the indebtedness

evidenced by said promissory note, and shall pay such sums and shall discharge

all taxes and liens and the costs, fees, and expenses of making, enforcing and

executing this Deed of Trust, then this Deed of Trust shall be canceled and

surrendered.

 10. The Grantor covenants that he is lawfully seized and possessed of and has

the right to sell and convey said property; that the same is free from all

encumbrances except as hereinabove recited; and that he hereby binds himself and

his successors in interest to warrant and defend tile title aforesaid thereto

and every part thereof against the lawful claims of all persons whomsoever.

 11. For better security of the indebtedness hereby secured the Grantor, upon

the request of the Beneficiary, its successors or assigns, shall execute and

deliver a supplemental mortgage or mortgages covering any additions,

improvements, or betterments made to the property hereinabove described and all

property acquired after the date hereof (all in form satisfactory to Grantee).

Furthermore, should Grantor fail to cure any default in the payment of a prior

or inferior encumbrance on the property described by this instrument, Grantor

hereby agrees to permit Beneficiary to cure such default, but Beneficiary is not

obligated to do so; and such advances shall become part of the indebtedness

secured by this instrument, subject to the same terms and conditions.

 12. That all awards of damages in connection with any condemnation for public

use of or injury to any of said property are hereby assigned and shall be paid

to Beneficiary, who may apply the same to payment of the installments last due

under said note, and the Beneficiary is hereby authorized, in the name of the

Grantor, to execute and deliver valid acquittances thereof and to appeal from

any such award.

 13. The irrevocable right to appoint a substitute trustee or trustees is

hereby expressly granted to the Beneficiary, his successors or assigns, to be

exercised at any time hereafter without notice and without specifying any reason

therefor, by filing for record in the office where this instrument is recorded

an instrument of appointment. The Grantor and the Trustee herein named or that

allay hereinafter be substituted hereunder expressly waive notice of the

exercise of this right as well as any requirement or application to any court

for the removal, appointment or substitution of any trustee hereunder.

 14. Notice of the exercise of any option granted herein to the Beneficiary or

to the holder of the note secured hereby is not required to be given the

Grantor, the Grantor having hereby waived such notice.

 15. If more than one person joins in the execution of this instrument as

Grantor or if anyone so joined be of the feminine sex, the pronouns and relative

words used herein shall be read as if written in the plural or feminine,

respectively, and the term "Beneficiary" shall include any payee of the

indebtedness hereby secured or any assignee or transferee thereof whether by

operation of law or otherwise. The covenants herein contained shall bind and the

rights herein granted or conveyed shall inure to the respective heirs,

executors, administrators, successors, and assigns of the parties hereto.

 16. In compliance with section 101.1(d) of the Rules and Regulations of the

Small Business Administration [13 C.F.R. 101.(d)], this instrument is to be

construed and enforced in accordance with applicable Federal law.

 17. A judicial decree, order, or judgment holding any provision or portion of

this Instrument invalid or unenforceable shall not in any way impair or preclude

the enforcement of the remaining provisions or portions of this instrument.

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 IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee

and Beneficiary have accepted the delivery of this instrument as of the day and

year aforesaid.

ATG INC., A CALIFORNIA CORPORATION, WHO ACQUIRED TITLE AS ALLIED NUCLEAR, INC.

AS TO PARCEL A; AND ALLIED TECHNOLOGY GROUP, INC., ALSO KNOWN AS ATG INC., A

CALIFORNIA CORPORATION, AS TO PARCELS B AND C.

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 DOREEN CHIU-PRESIDENT

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 VICE PRESIDENT/SEC & TREAS. FRANK CHIU-

Executed and delivered in the presence of tile following witnesses:

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 (Add Appropriate Acknowledgment)

 STATE OF WASHINGTON

 COUNTY OF FRANKLIN

 On this day before me, the undersigned Notary Public, personally appeared

 Doreen Chiu-President and Frank Chiu-Vice President/Sec & Treas. for ATG,

 INC., known to me to the individuals described in and who executed the

 within and foregoing instrument and acknowledged that they signed the

 agreement as their voluntary act and deed, for the uses and purposes therein

 mentioned.

 Given under my hand and official seal this 5th day of August, 1993.

 By: Residing in:

 Notary Public in and for the State of Washington. My commission expires:

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Order No.: 40816-SW

 "EXHIBIT I"

PARCEL A:

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That portion of the Northwest quarter of section 22, Township 10 North Range 28

East, W.M., described as follows:

Beginning at the North quarter corner of said Section 22, thence along the North

line of said Section 22, South 89 degrees 41'20" West, 370.00 feet; thence South

00 degrees 27'46" East, parallel to the East line of said Northwest quarter,

40.00 feet to the True point of beginning; thence continuing South 00 degrees

27'46" East, 417.42 feet, thence South 89"41'20~' West, 417.42 feet; thence

North 00 degrees 27'46" West, 417.42 feet, to a point 40.00 feet South of the

North line of said Section 22; thence North 89 degrees 41'20" East, 417.42

feet to the True Point of Beginning.

PARCEL B:

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That portion of the Northwest quarter of Section 22, Township 10 North, flange

28 East, W.M., Benton county, Washington, described as follows:

Beginning at the North quarter corner of said Section 22; thence South 89

degrees 41'20" West 787.42 feet along the North line of said Section 22; thence

South 00 degrees 27'51" East 40.00 feet, parallel to the East line of said

Northwest quarter and the True Point of Beginning. Thence continuing South 00

degrees 27'51" East, 417.42 feet; thence South 89 degrees 41'20" West, 417.42

feet; thence North 00 degrees 27'51" West 471.42 feet, to a point 40.00 feet

South of tile North line of said Section 22; thence North 89 degrees 41'20"

East, 417.42 feet to the True Point of Beginning.

PARCEL C:

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That portion of the Northwest quarter of Section 22, Township 10 North, flange

28 East, W.M., Benton county, Washington, described as follows:

Beginning at the North quarter corner of said Section 22; thence South 89

degrees 41'20" West, 1,539.71 feet along the North line of said Section 22;

thence South 00 degrees 30'26" East, 40.00 feet to the True Point of Beginning;

thence continuing South 00 degrees 30'26" East, 745.00 feet; thence North 89

degrees 41'20" East, 1169.12 feet; thence North 00 degrees 27'51" West, 327.58

feet to the Southeast corner of a record of survey, recorded in Volume 1 of

Surveys, page 1192, records of Benton county, Washington; thence South 89

degrees 41'20" West, 834.84 feet; along the South line of said record of Survey

No. 1192 to the southwest corner of record of a survey, recorded in Volume 1 of

Surveys, page 1277, records of Benton county, Washington; thence North 00

degrees 27'5l" Nest along the West line of said record of Survey No. 1277;

417.42 feet to the Northwest corner of said record of Survey No. 1277; thence

South 8904112019 West, 334.84 feet to the Point of Beginning.

ATG, INC. d.b.a. ALLIED TECHNOLOGY GROUP, INC. AND ATG RICHLAND, INC., ALLIED

ECOLOGY SERVICES, INC., NATURAL SAFETY CONSULTANTS, INC.

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DOREEN CHIU-PRESIDENT FRANK CHIU-VICE PRESIDENT/SEC & TREAS.