

02-22-1999



100967921

RECORDED TO AM 10: 24

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRS 2/16/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Winnemucca Farms, Inc.

01051999

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization NV

Receiving Party

Mark if additional names of receiving parties attached

Name Life Investors Insurance Company of America

DBA/AKA/TA

Composed of

Address (line 1) 4333 Edgewood Road N.E.

Address (line 2)

Address (line 3) Cedar Rapids

IA/USA

52499-5443

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization IA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/18/1999 JSMBZZ 00000165 74585797

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
150.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

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OPR/FINANCE

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

559-226-8177

Name

Virginia M. Pedreira

Address (line 1)

Bolen, Fransen & Boostrom LLP

Address (line 2)

1322 E. Shaw Ave., Suite 430

Address (line 3)

Fresno, CA 93710

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 70

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

74585797	75328226	
74585796		
75975396		

**Registration Number(s)**

1971991		
2009429		
1006884		

**Number of Properties**

Enter the total number of properties involved.

# 7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Virginia M. Pedreira

Name of Person Signing

*Virginia Pedreira*

Signature

2/10/99

Date Signed

RECORDING REQUESTED BY:

Western Title Company  
Escrow No. A13705MS

AND WHEN RECORDED MAIL TO:

Bolen, Fransen & Boostrom LLP  
1322 East Shaw Avenue, Suite 430  
Fresno, CA 93710

Attention: Virginia M. Pedreira

Western Title Company, Inc. hereby  
certifies this document to be a true  
and exact copy of the original

Western Title Company, Inc.

By: *Paula Stone*

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS**  
**SECURITY AGREEMENT AND FIXTURE FILING**

(Humboldt County, Nevada)

**THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS , SECURITY AGREEMENT AND FIXTURE FILING** (hereafter referred to as this "Deed of Trust") is made and entered into as of January 5, 1999, by WINNEMUCCA FARMS, INC., a Nevada corporation, ("Trustor"), whose address is One Potato Place, Winnemucca, NV 89445, to WESTERN TITLE COMPANY, INC., a Nevada corporation ("Trustee"), whose address is 401 S. Bridge Street, Winnemucca, NV 89445, for the benefit of LIFE INVESTORS INSURANCE COMPANY OF AMERICA, an Iowa corporation, its successors and assigns ("Beneficiary"), whose address is c/o AEGON USA Realty Advisors, Inc., 4333 Edgewood Road N.E., Cedar Rapids, IA 52499-5443.

**WITNESSETH:**

A. GRANT. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness and other obligations of Trustor hereafter set forth, Trustor does hereby grant, bargain, sell, convey, mortgage, assign, transfer, pledge and set over unto Trustee and the successors and assigns of Trustee IN TRUST WITH POWER OF SALE, for the benefit and security of Beneficiary all of Trustor's right, title and interest in and to the following, whether now held or hereafter acquired (hereafter collectively referred to as the "Real Property"):

-1-

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HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0001 OF 0070 DOC #: 1999 987

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REEL: 1856 FRAME: 0347

(1) the real property located in Humboldt County, Nevada, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereafter referred to as the "Land");

(2) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (hereafter referred to as "**Improvements and Fixtures**"), including, without limitation, (a) houses, barns, sheds, warehouses, pumphouses, bunkhouses, hothouses, mobilehomes and all other buildings and structures, including without limitation the processing packaging and storage facilities; (b) shrubs, crops, trees, permanent plantings and timber now growing or hereafter to be grown on the Land; (c) grain bins, storage bins and tanks, metal sheds and buildings, wind machines, freeze and frost protection equipment, water towers, windmills, (d) all towers, fences, gates, stakes, posts and trellises; (e) all electric, water and gas lines, wiring, generators, motors, pipe and equipment together with meters, transformers, switch boxes, fuse panels, circuit breakers, timing devices, thermostats, and control valves; (f) all wells, irrigation and drainage equipment of all types (other than portable irrigation motors customarily towed by a motor vehicle) including, without limitation, pumping stations, pipe, pumps, motors, gearheads, pivots, sprinkler systems, hand lines, tow lines, control valves, culverts, and well casings; (g) air conditioning, climate control and heating equipment including coils, compressors, ducts and heaters; (h) all wall to wall carpet, refrigerators, stoves and other built-in equipment; (i) processing, packaging, loading, and storage facilities and equipment, including augers, scales, belts, motors and conveyance equipment related thereto; (j) all other machinery, apparatus, and equipment of every kind and nature now or hereafter attached to, located on, in, or about the Land, or used or intended to be used in connection with the use, operation, or enjoyment of the Land or related to the operation of the Property (excluding property which may be or deemed to be toxic or hazardous substances or materials, and also excluding self-propelled motor driven vehicles and farm implements customarily towed by or attached thereto (collectively, "**rolling stock**"), but not excluding any rolling stock which constitutes a part of any irrigation system relating to the Land), including without limitation the property described in Exhibits B-1 and B-2 attached hereto and incorporated herein by this reference; and (k) all additions thereto and substitutions and replacements thereof, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Secured Obligations (as defined in Section B below);

(3) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or

-2-

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HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0002 OF 0070 DOC #: 1999 987

TRADEMARK

REEL: 1856 FRAME: 0348

which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Trustor;

(4) all present and future income, rents, issues, profits and revenues of the Real Property from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Trustor for the benefit of Beneficiary and/or the Real Property, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Real Property or payment for alteration of the grade of any road upon which said Real Property abuts, or any other injury to, taking of or decrease in the value of said Real Property to the extent of all amounts which may be owing on the Secured Obligations at the date of receipt of any such award or payment by Trustor, and the reasonable attorneys' fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Trustor of, in and to the same;

(5) all insurance policies and proceeds thereof, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning the Real Property, including, without limitation, all rights accruing to Trustor from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Land, including payment, performance and/or materialmen's bonds and any other related choses in action;

(6) all rights of Trustor or the Land to all water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature, including without limitation, (a) the groundwater on, under, pumped from or otherwise available to the Land, whether as a result of groundwater rights, contractual rights or otherwise; (b) the right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity; (c) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (d) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity; (e) any drainage rights appurtenant or otherwise applicable to the Land; (f) all rights to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or to the Land by any means, wherever located; (g) any shares (or any rights under such shares) of any

-3-

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HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0003 OF 0070 DOC #: 1999 987

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REEL: 1856 FRAME: 0349

private water company, mutual water company, or other non-governmental entity pursuant to which Trustor or the Land may receive any of the rights referred to in subsections (a) through (f), above; and (h) the water rights evidenced by the applications and certificates identified in Exhibit C attached hereto and incorporated herein by this reference (collectively referred to hereafter as the "Water Rights");

(7) all rights to receive, participate in, or otherwise secure the benefits of any and all government programs, including but not limited to set aside programs, payment in kind programs, and governmental loans which are available for use in connection with the Real Property; and

(8) all rights to drain the Land including rights in drainage districts (and the right to vote for and elect representatives in such drainage districts) together with all rights of Trustor in agricultural cooperatives for milling, ginning, grinding, storage and marketing of crops harvested from the Land.

The Real Property described above together with the Personal Property collateral described in Section 3.1 below are hereafter sometimes referred to collectively as the "Property."

B. SECURED OBLIGATIONS. This Deed of Trust is given to secure the payment and performance of the following in such manner as Beneficiary in its sole discretion shall determine (collectively referred to hereafter as the "Secured Obligations"):

(1) the indebtedness evidenced by that certain Promissory Note Secured by Deed of Trust of even date herewith (the "Note") made by Trustor in the original principal amount of Nineteen Million and 00/100 Dollars (\$19,000,000.00) payable to the order of Beneficiary, including without limitation any prepayment premium due thereunder, together with any and all renewals, extensions, substitutions, modifications and consolidations of the Note and the indebtedness evidenced thereby (the "Loan");

(2) any and all advances made by Beneficiary as hereafter provided: (a) to protect or preserve the Property or the lien created hereby on the Property; (b) for insurance premiums; (c) for real estate and personal property and other taxes and assessments, and any and all other charges, expenses, utility charges, payments, claims, mechanics' or material suppliers' liens or assessments of any nature that at any time prior to or after the execution of the Loan Documents (as defined in subsection (3) of this Section) may be assessed, levied, imposed, or become a lien upon the Property, or the rent or income received therefrom, or any use or occupancy thereof (collectively, "Impositions"); (d) for performance of any of Trustor's obligations hereunder, or for any other purpose provided herein (whether or not the original Trustor remains the owner of the Property at the time of such advances); provided, however, nothing herein shall be deemed to obligate Beneficiary to make any such advances;

(3) any and all obligations and covenants of Trustor under the Note, this Deed of Trust or any other document, instrument or agreement now or hereafter evidencing, securing or otherwise relating to the Note secured hereby, as amended or modified from time to time, including without limitation (i) that certain Borrower's Closing Certificate executed by Trustor of even date herewith, (ii) that certain Loan Closing Agreement dated as of even date herewith executed by Trustor, (iii) that certain Environmental Indemnity Agreement executed by Trustor for the benefit of Beneficiary of even date herewith, and (iv) that certain Agricultural Mortgage Loan Application/Commitment between Trustor and AEGON USA Realty Advisors, Inc., executed by Trustor on October 16, 1998, as amended and accepted by letter dated November 10, 1998 and subsequently assigned to Beneficiary (hereafter referred to collectively as the "Loan Documents"), and all costs of collection, including reasonable attorneys' fees.

## ARTICLE 1

### COVENANTS, REPRESENTATIONS AND WARRANTIES

Trustor hereby further covenants and agrees with and for the benefit of Beneficiary as follows.

#### 1.1 PAYMENT OF INDEBTEDNESS, COVENANTS AND WARRANTIES.

1.1.A. Trustor will pay the Note according to the terms thereof and will pay all other Secured Obligations, with interest thereon, as provided in the Loan Documents, at the time and in the manner provided under the Note, this Deed of Trust, any instrument evidencing a future advance and any other Loan Document, and Trustor will otherwise perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Deed of Trust and every other Loan Document and any and all leases and other agreements with respect to the Property to which Trustor is a party.

1.1.B. Trustor shall protect, indemnify and hold Beneficiary harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and court costs) imposed upon or incurred by Beneficiary by reason of this Deed of Trust or in exercising, performing, enforcing, or protecting Beneficiary's rights, title, or interests set forth herein, and any claim or demand whatsoever which may be asserted against Beneficiary by reason of any alleged obligation or undertaking to be performed or discharged by Beneficiary under this Deed of Trust and such amounts paid by Beneficiary shall become part of the Secured Obligations. In addition, Trustor covenants and agrees that it shall:

(1) not initiate, join in or consent to any change in any covenant, easement, or other public or private restriction, limiting or defining the uses which may be made of the Property, or any part thereof, without Beneficiary's prior written consent;

(2) not take any action or fail to take any action which will result in any Imposition affecting the Property, Trustor, the Note or this Deed of Trust; and

(3) indemnify and hold Beneficiary harmless from any and all costs, damages or liabilities resulting from, arising out of, or related to, the creation or existence of any liens, Impositions or encumbrances by or against Trustor or Trustor's predecessor in title, or the Property.

1.1.C. Trustor covenants that Trustor is lawfully seized and possessed of the Property and has good right to convey the lien of this Deed of Trust as an encumbrance against the Property, that the Property is unencumbered except for those matters expressly approved by Beneficiary in writing, liens in favor of Beneficiary, and leases permitted hereunder (hereafter referred to as the "Permitted Exceptions"), and that Trustor does warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to the Permitted Exceptions.

## 1.2 TAXES, LIENS AND OTHER CHARGES.

1.2.A. In the event of the passage of any law, order, rule or regulation subsequent to the date hereof, in any manner changing or modifying the taxation of deeds of trust or security agreements so as to affect Beneficiary adversely, Trustor shall promptly pay any such tax on or before the due date thereof. If Trustor fails to make such prompt payment or if any such law, order, rule or regulation prohibits Trustor from making such payment or would penalize Beneficiary if Trustor makes such payment, then the entire balance of the Secured Obligations and all accrued interest thereon shall, at the option of Beneficiary, become immediately due and payable.

1.2.B. Trustor shall pay before the due date thereof, all taxes, levies, license fees, permit fees, liens, judgments, assessments and all other expenses, fees and charges of every character whatsoever now or hereafter levied, assessed, or imposed on the Property or Trustor, or any part thereof, or any estate, right, or interest therein, or upon the rents, issues, income or profits thereof, or relating to the Property, and shall submit to Beneficiary such evidence of the due and punctual payment of all such taxes, assessments, and other fees and charges as Beneficiary may require.



1.2.C. Trustor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to be created, filed of record, or to remain outstanding upon all or any part of the Property.

### 1.3 INSURANCE.

1.3.A. Trustor shall, at its expense, procure for, deliver to and maintain for the benefit of Beneficiary, until the Secured Obligations are fully repaid, original fully paid insurance policies (or if such policy is a "blanket" policy which includes land, improvements, personalty, or income other than the Property or income derived from the Property, a certified copy of such blanket policy and an original certificate from the insurer evidencing the allocation of coverage to the Property and the income from the Property), providing the following types of insurance relating to the Property, issued by insurance companies with a Best's rating of "A," VIII, or better, without regard to the rating of the insurance company's parent or subsidiary, in such amounts, in such form and content and with such expiration dates as are approved by Beneficiary:

(1) broad form property insurance against all risks of physical loss, including, without limitation, fire, extended coverage, vandalism, malicious mischief, earthquake, flood and collapse, with waiver of subrogation, insuring to the extent of the full replacement cost of all improvements on the Property, without deduction for depreciation, either without co-insurance requirements or with agreed amount endorsement attached;

(2) public liability insurance covering all liabilities or risks incident to the ownership, possession, occupancy and operation of the Property having limits of not less than \$1,000,000 each accident, \$1,000,000 each person, and \$500,000 property damage, subject to Beneficiary's right to require increased amounts of coverage; and

(3) such other insurance with respect to the Property or any replacements or substitutions therefor, in such amounts as may from time to time be required by Beneficiary, against other insurable casualties which at the time are commonly insured against by prudent operators of properties of similar type or character.

Such insurance policies shall (i) provide that the insurer shall give Beneficiary at least thirty (30) days' prior written notice of cancellation, amendment, non-renewal or termination, in the manner provided for the giving of notices under Section 5.5 below, (ii) provide that no act or omission by the insured shall invalidate or diminish the insurance provided to Beneficiary, (iii) except for liability policies, contain a mortgagee clause naming Beneficiary as an additional insured and loss payee in a form satisfactory to Beneficiary, and (iv) provide for a deductible no greater than \$100,000.00.

1.3.B. Trustor covenants and agrees that Beneficiary is hereby authorized and empowered, at its option, to adjust, compromise or settle any loss under any insurance policies maintained pursuant hereto, and to collect and receive the proceeds from any policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Beneficiary, instead of to Trustor and Beneficiary jointly. In the event any insurance company fails to disburse directly and solely to Beneficiary but disburses instead either solely to Trustor or to Trustor and Beneficiary jointly, Trustor agrees immediately to endorse and transfer such proceeds to Beneficiary. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Beneficiary may apply the net proceeds or any part thereof, at its sole option (1) to a prepayment of the Note without prepayment premium or penalty, (2) to the repair and/or restoration of the Property, and/or (3) for any other purposes or objects for which Beneficiary is entitled to advance funds under this Deed of Trust, all without reducing or impairing the lien of this Deed of Trust or any obligations secured hereby. Any balance of such proceeds then remaining shall be paid to Trustor or any other person or entity lawfully entitled thereto. Notwithstanding the foregoing, insurance proceeds shall be made available to Trustor for the repair and/or restoration of the Property upon the following conditions: (i) the insurance proceeds, together with the funds, if any, to be deposited by Trustor with Beneficiary are sufficient to restore the Property, (ii) the Property is capable of being restored, as reasonably determined by Beneficiary, (iii) there is no Event of Default under any of the Loan Documents, or an event with the passage of time or the giving of notice or both shall constitute an Event of Default, and (iv) following restoration, both Trustor and the Property will be in compliance with all covenants set forth in this Deed of Trust.

1.3.C. At least twenty (20) days prior to the expiration date of each policy maintained pursuant to this Section 1.3, a renewal or replacement thereof satisfactory to Beneficiary shall be delivered to Beneficiary. Trustor shall deliver to Beneficiary receipts evidencing the full payment of premiums for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder.

1.3.D. On all property policies and coverages, Beneficiary shall be named as "first mortgagee" under a standard mortgagee clause, and referred to verbatim as follows: Life Investors Insurance Company of America, and its successors, assigns and affiliates, as their interest may appear; c/o AEGON USA Realty Advisors, Inc., Mortgage Loan Dept.; 4333 Edgewood Road, NE; Cedar Rapids, Iowa; 52499-5443.

#### 1.4 CONDEMNATION.

1.4.A. If all or any portion of the Property shall be damaged or taken through condemnation (which term when used in this Deed of Trust shall include any damage or taking by any governmental or quasi-governmental authority and any transfer or grant by private sale

made in anticipation of or in lieu thereof), either temporarily or permanently, then all the Secured Obligations shall, at the option of Beneficiary, become immediately due and payable without prepayment premium. Promptly upon learning of the institution or the proposed, contemplated or threatened institution of any condemnation proceeding, Trustor shall notify Beneficiary of the pendency of such proceedings, and no settlement respecting awards in such proceedings shall be effected without the consent of Beneficiary. Beneficiary shall be entitled to receive all compensation, awards, proceeds and other payments or relief relating to or payable as a result of such condemnation. Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the name of Trustor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Trustor to Beneficiary.

1.4.B. If Beneficiary does not elect to declare all the Secured Obligations immediately due and payable, as provided in Section 1.4.A. above, then Beneficiary, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including, without limitation, attorneys' fees, may apply the net proceeds or any part thereof, at its option: (1) to a prepayment of the Note, without prepayment premium, (2) to the repair and/or restoration of the Property upon such conditions as Beneficiary may determine, and/or (3) for any other purposes or objects for which Beneficiary is entitled to advance funds under this Deed of Trust, all without reducing or impairing the lien of this Deed of Trust or any obligations secured hereby. Any balance of such moneys then remaining shall be paid to Trustor or any other person or entity lawfully entitled thereto. Beneficiary shall not be obligated to see to the proper application of any amount paid over to Trustor. If, prior to the receipt by Beneficiary of such award or proceeds, the Property shall have been sold on foreclosure of this Deed of Trust, or as a result of other legal action relating to this Deed of Trust or the Note, Beneficiary shall have the right to receive such award or proceeds to the extent of any unpaid Secured Obligations following such sale, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust or the Note shall have been sought or recovered, and to the extent of attorneys' fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or proceeds.

1.4.C. Notwithstanding the foregoing, condemnation awards shall be made available to Trustor for the restoration of the Property upon the following conditions: (i) the award, together with the funds, if any, to be deposited by Trustor with Beneficiary are sufficient to restore the Property; (ii) the Property is capable of being restored as reasonably determined by Beneficiary, (iii) there is no Event of Default under any of the Loan Documents, or an event with the passage of time or the giving of notice or both shall constitute an Event of Default, and (iv) following restoration, both Trustor and the Property will be in compliance with all covenants set forth in this Deed of Trust, and (v) the remaining Property shall comply with all applicable land use, zoning and subdivision requirements.

1.4.D. Beneficiary shall not be obligated to see to the proper application of any amount paid over to Trustor. If, prior to the receipt by Beneficiary of such award or proceeds, the Property shall have been sold on foreclosure of this Deed of Trust, or as a result of other legal action relating to this Deed of Trust or the Note, Beneficiary shall have the right to receive such award or proceeds to the extent of any unpaid Secured Obligations following such sale, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust or the Note shall have been sought or recovered, and to the extent of attorneys' fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or proceeds.

## 1.5 CARE OF PROPERTY.

1.5.A. Trustor shall keep the Property, including without limitation all permanent plantings, drainage and wastewater facilities, roads, buildings, fixtures, appurtenances, equipment and improvements of any kind now or hereafter erected on or used in connection with the Land or any part thereof, in good condition and repair, shall not commit or suffer any waste. Trustor shall also replace roofs, parking lots, irrigation and mechanical systems and other elements of the Property requiring periodic replacement. Trustor shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Property.

1.5.B. Trustor shall not cause or permit the removal, demolition or material alteration, enlargement or change to any structure or other improvement located on the Land without Beneficiary's prior written consent. Trustor shall not cause or permit the construction of any new improvements on the Land without Beneficiary's prior written consent. Trustor shall not cause or permit the removal of any fixture, chattel or part of the Property from the Land without Beneficiary's prior written consent, except where appropriate replacements are immediately made which are free of any lien, security interest or claim superior to that of this Deed of Trust and which have a value and utility at least equal to the value and utility of the fixture or chattel removed, which replacement shall, without further action, become subject to the lien of this Deed of Trust.

1.5.C. Trustor shall ensure that all operations of the Property conform to the standards of the industry to which the Property is devoted. Trustor shall ensure that all wastewater or other discharges to the environment are conducted in conformance with current industry practices, applicable permits and all current or future regulatory requirements. Trustor shall use the Property solely for agricultural production and potato packaging and processing and directly related purposes.

1.5.D. Without otherwise limiting the Trustor's covenant not to commit or permit waste, Trustor shall not (1) remove or permit the removal of sand, gravel, topsoil or timber, (2) use or permit the use of the Property for barrow pit operations, (3) use or permit the use of the Property as a land fill or dump, (4) burn or bury or permit the storage, burning or burying of any material or product which will result in contamination of the Property or the groundwater or which will require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, (5) remove or permit the removal of permanent plantings on the Land, other than dead or diseased plantings removed and replaced in the normal course of farming, (6) request or permit a change in the zoning or land use classification in effect as of the date of this Deed of Trust, or (7) change the place of use or otherwise sever any of the certificated water rights or pending applications therefor from the Land.

1.5.E. Trustor, at its sole cost and expense, shall ensure that the Land will continue to have the continuing, enforceable right to receive irrigation water from such sources, in such quantities, and at such times and locations as is reasonably satisfactory for the purposes of farming, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.

1.5.F. Beneficiary or its representative is hereby authorized to enter upon the Land at all reasonable times for purposes of inspecting the Property and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.5.G. Trustor will perform and comply promptly with, and cause the Property to be maintained, used and operated in accordance with, any and all (1) present and future laws, ordinances, rules, and regulations, including without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus; and (2) policies of insurance at any time in force with respect to the Property. Trustor shall maintain in force and in good standing all licenses, permits or contracts necessary, or reasonably considered by Beneficiary to be desirable for the contemplated operation and maintenance of the Property. If Trustor receives any notice that Trustor or the Property is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, Trustor will promptly furnish a copy of such notice to Beneficiary.

1.5.H. If all or any part of the Property shall be damaged by fire or other casualty, Trustor shall give immediate written notice thereof to Beneficiary and shall promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged

through condemnation, Trustor shall promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Beneficiary. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Trustor shall promptly deposit with Beneficiary a sum equal to the amount by which the estimated cost of the restoration of the Property, as determined by Beneficiary, exceeds the actual net insurance or condemnation proceeds received by Beneficiary in connection with such damage or destruction.

1.6 REPRESENTATIONS AND WARRANTIES. Trustor, for itself and its successors and assigns, represents and warrants to and for the benefit of Beneficiary as follows.

1.6.A. Trustor has the lawful right and authority to grant, assign, transfer and/or mortgage its interest in the Property and each portion thereof as provided in this Deed of Trust.

1.6.B. Neither Trustor's execution and delivery of the Note, this Deed of Trust or any other of the Loan Documents, nor the taking of any action in compliance with any of the foregoing will (1) contravene, cause a breach of, or constitute a default under any contract or agreement to which Trustor is a party, or (2) violate or contravene any law, order, decree, rule or regulation to which Trustor is subject.

1.6.C. The Property and each portion thereof is free from liens, encumbrances, possessory interests and adverse claims of title other than the Permitted Exceptions.

1.6.D. All reports, certificates, affidavits, statements, financial information and other data provided by Trustor to Beneficiary in connection with the Loan are true and correct in all material respects and do not omit any material information.

1.6.E. The Property and each portion thereof, and Trustor's actual and intended use of the Property and each portion thereof, complies with all applicable covenants, conditions and restrictions, zoning ordinances, subdivided lands laws, building codes, applicable public health and safety and environmental laws and regulations, and all other ordinances, orders or requirements issued by any local, state or federal authorities which have or claim jurisdiction over the Property.

1.6.F. No pending or threatened judicial or administrative actions, suits or proceedings affecting Trustor or the Property or any portion thereof would, if determined adversely either to Trustor or the Property, materially impair either the Property or Trustor's ability to perform the covenants or obligations required to be performed under the Note, this Deed of Trust or any of the other Loan Documents.

1.6.G. Trustor declares and certifies, under penalty of perjury, that: (1) the Taxpayer Identification Number of Trustor is 82-0297027; (2) the business mailing address of Trustor is as set forth on page 1 hereof; (3) Trustor is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended (the "Code"); and (4) Trustor understands that the information and certification contained in this Section 1.6.G. may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

1.6.H. Trustor agrees (1) to provide Beneficiary with a new certification containing the provisions of Section 1.6.G. above immediately upon any change in such information, and (2) upon any transfer which is permitted by the terms of this Deed of Trust, to cause such transferee to execute and deliver to Beneficiary a certificate concerning the non-foreign status of such transferee substantially in the form of Section 1.6.G. above

1.6.I. The Land has, and will continue to have, the continuing, enforceable right to receive irrigation water from such sources, in such quantities, and at such times and locations as is reasonably satisfactory for the purposes of farming, without interruption and in such quantities, and at such times and locations as has been historically available to the Land. With respect to any portion of the Land on which the water used on the Land is derived from wells: (a) Trustor has filed with the Nevada State Engineer's Office all notices and other documents required under the Nevada Revised Statutes in connection with such wells, and all such wells are duly and properly permitted under Nevada law; (b) all such wells are located on the Land; (c) to the best of Trustor's knowledge, all water drawn from such wells are derived from a ground water basin lying wholly beneath the Land, and (d) the certificates and applications set forth on Exhibit C attached hereto constitute all of the certificates and applications appurtenant to or used in connection with the Land, and Trustor and the Land are currently in compliance with the terms and conditions of all such permits and applications.

1.6.J. Trustor has taken, and shall continue to take, all steps required to perfect and maintain the Water Rights in all respects (including, but not limited to, the place, manner, point and rate of diversion, the season of use, the nature of use and the lands to which the right is appurtenant).

1.7 SUBROGATION. To the full extent of the Secured Obligations, Beneficiary is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each lien, claim, demand and other encumbrance on the Property which is paid or satisfied, in whole or in part, out of the proceeds of the Loan, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby, preserved and shall pass to and be held by Beneficiary as additional collateral and further security for the Secured Obligations, to the same extent they would have been preserved and would have been passed to and held by Beneficiary had they been duly and legally assigned, transferred, set over and delivered unto

Beneficiary by assignment, notwithstanding the fact that any instrument providing public notice of the same may be satisfied and canceled of record.

1.8 TRANSFER OF THE PROPERTY; SECONDARY FINANCING.

1.8.A. The identity and expertise of Trustor were and continue to be material circumstances upon which Beneficiary has relied in connection with, and which constitute valuable consideration to Beneficiary for, extending the Secured Obligations to Trustor, and any change in such identity or expertise could materially impair or jeopardize the security for the payment and performance of the Secured Obligations. Trustor covenants and agrees with Beneficiary, as part of the consideration for extending the Secured Obligations to Trustor, that without Beneficiary's prior written consent, Trustor shall not, voluntarily or by operation of law:

(1) sell, contract to sell, transfer, convey, pledge, encumber, assign or otherwise hypothecate or dispose of, all or any part of the Property or any interest therein whether or not as collateral security for any other obligation of Trustor;

(2) if Trustor is a corporation, partnership, trust, or other entity, sell, contract to sell, transfer, encumber, assign, merge, dissolve or otherwise hypothecate or dispose of voting control or more than twenty-five percent (25%) of the beneficial interest or ownership in Trustor outstanding as of the date of this Deed of Trust to anyone other than John O'Brien, or change any of its general partners; subject to exception for a transfer by an individual to a revocable trust created by such individual for estate planning purposes;

(3) cause or permit any junior encumbrance or lien to be placed on the Property or other collateral for the Secured Obligations;

(4) transfer, assign, sell, lease, exchange, gift, encumber, pledge, hypothecate, alienate, grant an option to purchase, or otherwise dispose of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or enter into a binding agreement to do any of the foregoing with respect to all or any part of the Water Rights or any material amount of irrigation water produced on the Land or a portion thereof or any water to which the Land or a portion thereof or owner of the Water Rights is entitled to receive delivery;

(5) enter into or renew any leases, subleases, tenant contracts, or rental agreements with respect to any portion of the Property for terms (including any renewal or extension options) in excess of one (1) year or for purposes or uses other than agricultural commodity processing, or



(6) eliminate, limit or reduce from its current levels, the management, authority, oversight and control of John O'Brien over the Trustor's business and the operations of and on the Property.

1.8.B. Any purported transaction in violation of Section 1.8.A. above shall be void and shall entitle Beneficiary to declare all the Secured Obligations immediately due and payable without notice or demand. Beneficiary may give or withhold its consent to any of the foregoing in its sole and absolute discretion and consent may be conditioned upon payment to Beneficiary of a fee for processing the request for consent and other administrative costs incurred in connection therewith, and/or an express written assumption by any permitted transferee of the Note and the Loan Documents in form satisfactory to Beneficiary, and/or an increase in the rate of interest on the unpaid balance of the Note to a then current market rate, and/or a change in the term of the Note, and/or other changes in the terms of the Loan Documents as Beneficiary may determine, all of which Trustor hereby agrees are reasonable conditions to the approval of any such transfer.

1.8.C. Notwithstanding the provisions of Section 1.8.A., above, Trustor shall be entitled to do the following.

(1) Replace obsolete, fully-depreciated or non-functional items of equipment constituting a portion of the Property encumbered hereby, as reasonably required for the proper and efficient operation of the Property; provided that all such replacements or substitutions shall remain encumbered by the first lien and security interest of this Deed of Trust. Trustor shall execute all such documents and instruments as may be required to protect and preserve the first lien priority of this Deed of Trust with respect to any replacements or substitutions of any portion of the equipment portion of the Property.

(2) Obtain annual loans in an annual aggregate amount not to exceed \$5,000,000.00 for the purpose of financing the costs of planting, cultivating and harvesting crops on the Land and necessarily related farming operations on the Real Property ("**Annual Operating Loan**") secured by Crop Collateral. As used herein, the term "**Crop Collateral**" means crops growing on the Land (excluding any trees, vines or other permanent plantings), but only to the extent such crops have been planted and/or cultivated through the proceeds of the Annual Operating Loan and are harvested within twelve (12) months of the original date of such Annual Operating Loan, and the proceeds, byproducts and accounts receivable relating thereto; and "**Crop Lender**" means the lender providing the Annual Operating Loan. Provided that no Event of Default or event which with the passage of time or the giving of notice or both would constitute an Event of Default has occurred and is continuing, Beneficiary shall subordinate its security interest in the Crop Collateral under this Deed of Trust to any security interest in Crop Collateral granted by Trustor to the Crop Lender as security for repayment of an Annual Operating Loan pursuant to a subordination and intercreditor agreement to be entered into

between Beneficiary and Crop Lender on terms and conditions satisfactory to Beneficiary in its sole and absolute discretion. Under no circumstances shall the subordination of Beneficiary's security interest in the Crop Collateral extend to crops produced on the Land after the harvest of the crops growing at the time of any transfer of title to the Land pursuant to judicial or nonjudicial foreclosure of this Deed of Trust or deed in lieu thereof.

1.8.D. The consent by Beneficiary to any sale, transfer, conveyance, pledge, encumbrance, assignment, creation of a security interest in or other hypothecation or disposition of the Property or the beneficial interests of Trustor shall not be deemed to constitute a novation of the Secured Obligations or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest or other hypothecation or disposition, or to waive Beneficiary's right, at its option, to exercise its remedies for default, without notice to or demand upon Trustor or to any other person or entity upon any such sale, transfer, pledge, encumbrance, creation of a security interest in or other hypothecation, or disposition to which Beneficiary shall not have consented.

1.9 LIMIT ON INTEREST. If from any circumstances whatsoever, fulfillment of any provision of this Deed of Trust, the Note or any other Loan Document, at the time performance of such provision becomes due, exceeds the limit on interest then permitted by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then Beneficiary may, at its option (a) to the extent permitted under applicable law, declare the entire Indebtedness secured hereby, including interest and late charges, if any, and all other sums owing, immediately due and payable, (b) reduce the obligations to be fulfilled to such limit on interest, or (c) apply the amount held to be in excess of such limit on interest to the reduction of the outstanding principal balance of the Note, and not to the payment of interest, with the same force and effect as though Trustor had specifically designated such sums to be so applied to principal and Beneficiary had agreed to accept such extra payment(s) as a premium-free prepayment, so that in no event shall any exaction be possible under the Note or this Deed of Trust, that is in excess of the applicable limit on interest. It is the intention of Trustor and Beneficiary that the total liability for payments in the nature of interest shall not exceed the limits imposed by any applicable state or federal interest rate laws. The provisions of this Section 1.9 shall control every other provision of this Deed of Trust, and any provision of the Loan Documents in conflict with this Section 1.9.

1.10 PERFORMANCE BY BENEFICIARY OF DEFAULTS BY TRUSTOR. Trustor covenants and agrees that, if it shall default in the payment of any tax, lien, assessment, or charge levied or assessed against the Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Deed of Trust, then Beneficiary, at its option, but without obligation and without notice, may pay, perform or observe the same, and all payments

made or costs incurred by Beneficiary in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Trustor to Beneficiary with interest thereon, from the date such payment is made or expense is incurred by Beneficiary to the date Beneficiary is reimbursed therefor, at the Default Interest Rate provided in the Note. Trustor hereby indemnifies Beneficiary against any and all costs, liabilities or damages, arising from or in any way related to the performance of Trustor's obligations by Beneficiary.

1.11 ACCOUNTING AND FINANCIAL INFORMATION. Trustor shall keep and maintain, or shall cause to be kept and maintained, at Trustor's cost and expense, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Property and in connection with any services, equipment, or furnishings provided in connection with the operation of the Property. Annually, within one hundred (120) days after the end of Trustor's fiscal year (October 31), at Trustor's expense, Trustor shall furnish the following statements and other information to Beneficiary, all of which shall be prepared by a certified public accountant, fairly and accurately present the financial condition of the subject thereof as of the dates thereof, and shall be certified by Trustor's principal financial or accounting officer:

(a) an accrual statement of the operation of the Property for such fiscal year showing in detail all revenues derived from rents, profits and all other sources, and all expenses and disbursements made in connection with the Property, and

(b) audited annual balance sheets, profit and loss statements, and all supporting schedules covering the operation of the Property.

From and after default Beneficiary may require that any such statements shall be audited and/or prepared and certified by an independent certified public accountant selected or approved by Beneficiary. In the event that Trustor shall refuse or fail to furnish any statement as aforescribed, or in the event such statement shall be inaccurate or false, or in the event of failure of Trustor to permit Beneficiary or its representatives to inspect the Property or the said books and records, such acts of Trustor shall be a default hereunder and Beneficiary may proceed in accordance with the rights and remedies afforded Beneficiary under the provisions hereof.

## 1.12 FINANCIAL COVENANTS.

1.12.A. Definitions. For purposes of this Section 1.12, the following terms shall be defined as set forth below:

(1) "Assets" shall mean anything owned or controlled by Trustor or any right or interest therein of Trustor.

(2) "Current Assets" shall mean Assets owned by Trustor which normally will be converted into cash within a year.

(3) "Current Liabilities" shall mean Liabilities of Trustor which must be paid or satisfied within a year, excluding any deferred taxes.

(4) "Funded Debt" shall mean any loan or other obligation of the Trustor maturing within a period in excess of one year, excluding capitalized leases and revolving lines of credit.

(5) "Liabilities" shall mean any debt or obligation of Trustor.

(6) "Net Worth" shall mean all Assets less all Liabilities of Trustor.

(7) "Working Capital Ratio" shall mean the ratio of Current Assets to Current Liabilities.

1.12.B. Specific Covenants. All of the following covenants shall be satisfied at all times during the term of the Loan:

(1) Current Assets less Current Liabilities shall not, be less than One Million Five Hundred Thousand Dollars (\$1,500,000.00).

(2) Net Worth, determined on a Cost Basis as that term is used and applied in Generally Accepted Accounting Principles, shall not be less than Four Million Five Hundred Thousand Dollars (\$4,500,000.00).

(3) Total Funded Debt shall not exceed Thirty Four Million Dollars (\$34,000,000.00).

(4) A Working Capital Ratio shall be maintained at 1.15 to 1 or better.

### 1.13 ADDITIONAL COVENANTS.

1.13.A. Trustor shall not merge or be consolidated with any other corporation or entity without the prior written consent of Beneficiary.

1.13.B. All transactions between Trustor and any of its affiliates shall be based on arms' length dealing in the ordinary course of business.

1.13.C. Trustor shall not, in the event Trustor is or becomes a subsidiary or affiliate of another company, or creates a subsidiary or affiliate of its own, make contributions, dividends, loans or other cash advances directly or indirectly, to such parent, subsidiary or affiliate if the Loan is in default or if any interest and/or principal payments currently due and payable are outstanding, or if Trustor will not be able to make any payments on the Loan during the following twelve (12) months.

1.13.D. Trustor shall not make or incur any capital expenditures in excess of \$300,000, either singularly or aggregated over an annual period absent Beneficiary's prior written consent. On or before January 1 of each year during the term of the Loan, Trustor shall provide to Beneficiary for review and approval a capital expenditures budget for the subsequent annual period (the "Proposed Capital Budget"). Trustor shall not make any capital expenditures for the period covered by the Proposed Capital Budget unless such Proposed Capital Budget has been approved in writing by Beneficiary. Among other factors to be considered by Beneficiary in determining whether to approve any given Proposed Capital Budget are, without limitation, the following: (i) whether, in Beneficiary's determination, there has been any material decline in the valuation of the Property from the valuation set forth in the appraisal on which Beneficiary relied in making the Loan, and (ii) whether, in Beneficiary's determination, there has been any material adverse change in the financial condition of the Property or the Trustor since the date of this Deed of Trust. Beneficiary's review and approval of Proposed Capital Budgets shall in no event create or imply any control over the management of the Property, Trustor or Trustor's business operations.

1.13.E. All debt of Trustor to any of its shareholders shall be subordinate to the payment and enforcement of the Loan. All notes or other evidence of Trustor's indebtedness to its shareholders shall provide that no enforcement action may be taken or default declared in connection with such indebtedness until such time as the Secured Obligations are paid in full, nor may any payment be made at a time when there is an Event of Default outstanding hereunder. Trustor shall execute all such documents or other instruments as may be necessary in Beneficiary's determination to confirm the foregoing subordination.

1.14 LOAN PURPOSE. Trustor hereby covenants, represents and warrants that the loan secured by this Deed of Trust has been incurred and made solely for agricultural business purposes, such covenant and agreement having been made to induce Beneficiary to make said loan; and the proceeds of said loan are being used entirely for such agricultural business purposes.

1.15 CONSENT REQUIRED FOR INCLUSION OF PROPERTY IN IMPROVEMENT DISTRICTS. Trustor hereby covenants, represents and warrants that it will not create or initiate, vote for, or in any other manner foster, join in or consent to the creation of, or the inclusion of the Property or any part thereof within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road), under which any such district has,

or will have, the power to issue bonds or other evidences of indebtedness and/or the power to make assessments against the Property, without the written consent of Beneficiary. If a default occurs under this Section, then the Secured Obligations, at Beneficiary's option and without notice, become immediately due and payable.

## ARTICLE 2

### ASSIGNMENT OF RENTS AND PROCEEDS, LEASES, AND CONTRACTS

2.1 ASSIGNMENT OF RENTS AND PROCEEDS AND LEASES. In connection with the Loan, Trustor hereby absolutely, presently and irrevocably assigns, grants, transfers, and conveys to Beneficiary, its successors and assigns, all of Trustor's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, whether written or oral, now or hereafter affecting all or any part of the Property or Trustor's use thereof, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Trustor or in Trustor becoming entitled to the payment of money for the use of the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or portions of the Property; together with all of Trustor's right, title, and interest in and to all income, rents, issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, (hereafter collectively referred to as "Rents and Proceeds"), and the right, without taking possession of the Real Property, to collect the same as they become due and to apply such Rents and Proceeds to the Secured Obligations. It is the intent of Trustor and Beneficiary to establish an absolute transfer and assignment of all of the Leases and the Rents and Proceeds to Beneficiary.

2.2 ASSIGNMENT OF CONTRACTS. In connection with the Loan, Trustor hereby absolutely, presently and irrevocably assigns, grants, transfers, and conveys to Beneficiary, its successors and assigns, all of Trustor's right, title, and interest in, to, and under all franchise agreements, management contracts, production contracts, construction contracts, insurance policies, and other contracts, licenses and permits, whether written or oral, now or hereafter affecting all or any part of the Property or Trustor's use thereof, which may have been made heretofore or which may be made hereafter, including without limitation Contract No. FB92 executed between Trustor and The Proctor & Gamble Manufacturing Company, and including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any obligors thereunder (all of the foregoing hereafter referred to

collectively as the "Contracts" and individually as a "Contract" as the context requires); together with all of Trustor's right, title, and interest in and to all income, issues, royalties, profits, rights and benefits derived with respect to the Contracts and with respect to the Property, and the right to collect the same as they become due. The foregoing assignment encompasses the right of Trustor to (a) terminate any of the Contracts, (b) perform or compel performance and otherwise exercise all remedies under the Contracts, and (c) collect and receive all sums which may become due Trustor or which Trustor may now or shall hereafter become entitled to demand or claim, under the Contracts.

2.3 DISCLAIMER. Neither the assignments set forth in Sections 2.1 and 2.2 above nor Beneficiary's exercise of its rights thereunder shall: (a) make Beneficiary a "mortgagee-in-possession" or otherwise responsible for the operations of and on the Property; or (b) be construed as Beneficiary's affirmation of any Lease or Contract, Beneficiary's assumption of any obligation or responsibility for the nonperformance by Trustor under any Lease or Contract, or Beneficiary's subordination of the lien of this Deed of Trust to any such Lease or Contract.

2.4 REPRESENTATIONS, WARRANTIES AND COVENANTS. Trustor hereby represents, warrants, and covenants as follows.

2.4.A. Trustor is the sole holder of the landlord's interest under the Leases, is entitled to receive the Rents and Proceeds from the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Beneficiary the rights, interests, powers, and authorities herein granted and conferred.

2.4.B. Trustor is the sole holder of the Contracts, is entitled to all the benefits of the Contracts, and has the full right to sell, assign, transfer and set over the same and to grant and confer upon Beneficiary the rights, interests, powers, and authorities herein granted and conferred.

2.4.C. Trustor has made no pledge or assignment of the Leases, Rents and Proceeds, or Contracts prior to the date hereof, and Trustor shall not, after the date hereof, make or permit any such pledge or assignment.

2.4.D. Trustor shall provide Beneficiary with a fully-executed original counterpart of each Lease, amendment, modification or alteration thereto. Trustor shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Beneficiary from and after the date of receipt of written demand from Beneficiary to do so.

2.5 LICENSE. Although this Deed of Trust constitutes an absolute, present and current assignment of all Rents and Proceeds, as long as no default or event of default as defined in

Section 4.1 below, on the part of Trustor shall have occurred, Beneficiary shall not demand that Rents and Proceeds be paid directly to Beneficiary, and Trustor shall have a license to collect, but not more than one (1) month prior to the due date thereof, all such Rent and Proceeds (including, without limitation, all rental payments under the Leases).

### ARTICLE 3

#### SECURITY AGREEMENT AND FIXTURE FILING

3.1 GRANT. As additional security for the Secured Obligations, Trustor hereby grants to Beneficiary a security interest in and to all Trustor's right, title and interest now owned or hereafter acquired in and to the following property, hereinafter referred to collectively as the "Personal Property":

(a) all fixtures, equipment, apparatus, machinery and other property of the type and nature included within the definition of Improvements and Fixtures in Section A(2) above to the extent, if any, such items are characterized for any purpose as personal property (rather than as improvements and/or fixtures so related to the Land that an interest therein arises under applicable law);

(b) all Water Rights (as defined in Section A(6) above) now or hereafter associated with the Land (to the extent, if any, such rights are not deemed to be interests in real property);

(c) all crops now growing or hereafter grown on the Land, including without limitation harvested crops, farm products, seeds and propogative portions of plants, whether or not stored on the Land;

(d) all crop allotments and rights to crop bases as designated, assigned or approved by the United States Department of Agriculture, the Commodity Credit Corporation, the Farm Service Agency or any other governmental agency or department, whether federal, state or local, and any and all entitlements of Trustor, rights of Trustor (including, without limitation, the right to receive, directly or indirectly, payment whether in cash, such as deficiency payments as provided for in 7 C.F.R. Section 1413, payments in kind, or otherwise) under any contract or program or agreement with the United States Department of Agriculture, the Commodity Credit Corporation, the Farm Service Agency, or any other governmental agency or department (whether federal, state or local), including without limitation under the Conservation Reserve Program, relating to the Property, or the development, ownership, management or operation thereof;



(e) all Leases (as defined in Section 2.1 above) and all Contracts (as defined in Section 2.2 above) and any guaranties thereof;

(f) all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Real Property or the Personal Property, and all other tangible and intangible property and rights relating to the Real Property or its operations, or to be used in connection with the Real Property, including but not limited to all agreements, licenses, patents, patents pending, governmental authorizations or permits pertaining to the Real Property or the development, ownership, management or operation thereof, including without limitation the following:

(i) United States patent and patent application for dehydrated mashed potatoes from potato flakes and dehydrated agglomerated potato flakes for which the patent is pending on the Principal Register of the United States Patent Office under Docket No. T806 and T806.CIP (and referred to by Trustor as the "Paradise Valley Creamy Mash"), and

(ii) all permits or other governmental authorizations now or hereafter used or necessary for the use and operation of the potato processing and packaging facility located on a portion of the Land, including all wastewater discharge permits;

(g) all trademarks, service marks, designs, logos, names or similar identifications pertaining to the Real Property or under which the Real Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names and the right to prevent the infringement thereof, and any related goodwill associated in any way with the Real Property, including without limitation those certain United States trademarks registered or for which registration is pending on the Principal Register of the United States Patent Office ("collectively, the "Trademarks") as follows:

(i) a registration on April 30, 1996 as Registration No. 1,971,991 covering the mark "Creamy Mash",

(ii) an application for trademark registration on October 10, 1994, as Serial No. 74/585,796, 74/585,797 and 75/975396, and an application for trademark registration on July 21, 1997 as Serial No. 75/328,226, covering the mark "Cowboy",

(iii) a registration on October 22, 1996 as Registration No. 2,009,429 covering the mark "Paradise Valley", and

(iv) a registration on May 31, 1977 as Registration No. 1,006,884 covering the mark "Bake Well";

(h) all accounts, contract rights and general intangibles (including any rents, issues, profits, insurance proceeds and condemnation awards or compensation) arising out of or incident to the ownership, development of the Real Property or the Personal Property; and

(i) all additions to, and substitutions, renewals, replacements, products and proceeds of, the foregoing.

3.2 SECURITY AGREEMENT. This Deed of Trust is hereby made and declared to be a security agreement encumbering each and every item of Personal Property described in Section 3.1 above in accordance with the Uniform Commercial Code as enacted in the State of Nevada (the "UCC"). Upon request by Beneficiary, at any time and from time to time, a financing statement or statements perfecting the lien of this security agreement as encumbering the Personal Property shall be executed by Trustor and delivered to Beneficiary for filing with the Nevada Secretary of State. The security interest granted herein shall attach as soon as Trustor obtains any interest in any of the Personal Property and before the Personal Property becomes fixtures or before the Personal Property is installed or affixed to other collateral for the benefit of Beneficiary under this Deed of Trust.

3.3 FIXTURE FILING. Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Deed of Trust and Security Agreement shall be effective as a financing statement recorded as a fixture filing from the date of its recording in the real estate records of the county in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Beneficiary, as "Secured Party," or Trustor, as "Debtor," at their respective mailing addresses set out in Section 5.5 below. Trustor warrants that (a) Trustor's (that is, "Debtor's") name, identity, and principal place of business are as referred to in the first paragraph of this Deed of Trust, (b) each Trustor (that is, "Debtor") has been using or operating under said name and identity without change for at least five (5) years; and (c) the location of all tangible collateral is upon the Land. Trustor covenants and agrees that Trustor will furnish Beneficiary with notice of any change in the matters addressed by clauses (a) or (b) of this Section 3.3 within thirty (30) days of the effective date of any such change, and Trustor will promptly execute any financing statements or other instruments deemed necessary by Beneficiary to prevent any filed financing statement from becoming misleading or losing its perfected status.

3.4 REPRESENTATIONS, WARRANTIES AND COVENANTS. Trustor hereby represents, warrants, and covenants as follows.

3.4.A. Without the prior written consent of Beneficiary, Trustor will not remove or permit to be removed from the Real Property, any of the Personal Property (other than crops in the ordinary course of farming) unless the same is replaced immediately with unencumbered

collateral of a quality and value equal or superior to that which it replaces. All such replacements, renewals and additions shall become and be immediately subject to the security interest of this Deed of Trust and be covered thereby. Trustor warrants and represents that all Personal Property now is, and that all replacements thereof, substitutions therefor or additions thereto will be, free and clear of liens, encumbrances or security interests of others, except as to the Permitted Exceptions.

3.4.B. The security interest held by Beneficiary shall cover cash and non-cash proceeds of the Personal Property, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of the Personal Property by Trustor, which sale or other disposition is hereby expressly prohibited without the Beneficiary's prior written consent, other than sales of crops in the ordinary course of Trustor's farming operations. No personal property or business equipment owned by any Tenant (as defined in Section 2.1 above) holding under Trustor is included within this Deed of Trust, except to the extent any Tenant's personal property or business equipment is subject to a lien securing such Tenant's obligations under its Lease.

3.4.C. All of the Property is and shall be owned by Trustor, and is not and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Trustor, except to the extent Beneficiary consents in writing to any lease of any of such property, which consent may be withheld or delayed in Beneficiary's sole discretion. Trustor shall not create or cause to be created any security interest covering any of the Personal Property, other than (1) the security interest created herein in favor of Beneficiary, (2) the rights of Tenants lawfully occupying the Property pursuant to Leases approved by Beneficiary, or (3) the Permitted Exceptions.

3.4.D. Trustor hereby further represents and warrants to Beneficiary that:

(i) Trustor has sole title to the Trademarks and the goodwill associated therewith and the full right and power to grant a security interest in and to the same; (ii) no other person has any right, title, or interest in, under or to the Trademarks or the goodwill associated therewith; (iii) to the best of Trustor's knowledge, there are no pending or threatened infringements of the Trademarks; (iv) Trustor has not previously sold, assigned, licensed, transferred, hypothecated or pledged any interest in the Trademarks, the goodwill associated therewith, or any rights thereunder; (v) no consent, license, approval, or authorization is required to be obtained by Trustor in connection with the granting of a security interest in and to the Trademarks; and (vi) this Deed of Trust creates in favor of Beneficiary a lien on and a prior perfected security interest in Trustor's interests in the Trademarks, enforceable against Trustor and all third parties, and is senior and superior in right to any claim, existing or future, which Trustor or any third party may have with respect thereto.

3.4.E. Trustor covenants and agrees, at the sole cost and expense of Trustor, as follows:

- (a) to enforce all rights afforded by the Trademarks, and to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Trademarks or the infringement thereof;
- (b) not to pledge, transfer, mortgage, license, or otherwise encumber, hypothecate, or assign any of the Trademarks or any rights thereto or interest therein;
- (c) to maintain in full force and effect, and to timely renew for the maximum periods permitted by law, the Trademarks;
- (d) not to abandon the Trademarks or take any other action which materially diminishes the value or benefit of the Trademarks or any of them; and
- (e) not to waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge any party infringing on the rights afforded by the Trademarks.

#### ARTICLE 4

##### EVENTS OF DEFAULT; REMEDIES

4.1 EVENTS OF DEFAULT. The terms “Default,” “default,” “Event of Default” or “event of default,” wherever used in this Deed of Trust, shall mean any one or more of the events set forth in the following Sections 4.1.A., 4.1.B. or 4.1.C.

4.1.A. Monetary Defaults. The occurrence of any of the following events:

- (1) the failure by Trustor to pay, or cause to be paid, any installment of principal or interest under the Note or other indebtedness secured by this Deed of Trust, within ten (10) days from the date when due and payable;
- (2) the failure by Trustor to pay, or cause to be paid, the entire amount of the Secured Obligations upon the maturity of the Loan by acceleration or by lapse of time; or
- (3) the failure by Trustor to pay, or cause to be paid, within three (3) business days of Beneficiary’s demand, any other sum that may be due and payable under any of the Loan Documents.

4.1.B. Curable Nonmonetary Default. The occurrence of any of the following and the expiration of one hundred (120) days following written notice to Trustor of the occurrence of any of the following or upon the failure by Trustor to immediately commence the curing thereof and diligently to prosecute such curing to completion within one hundred twenty (120) days following receipt of such written notice or if Trustor either ceases to pursue the cure with diligence, fails to provide Beneficiary satisfactory documentation of its cure efforts or repudiates its obligation to effect such a cure:

(1) any representation or warranty of Trustor contained in this Deed of Trust or in any other Loan Document becomes untrue or misleading in any material respect as of any subsequent time prior to the satisfaction in full of all of the Secured Obligations;

(2) the failure by Trustor duly to observe or perform any other term, covenant, condition or agreement of this Deed of Trust; or

(3) the entry of any judgment against Trustor if the judgment may materially and adversely affect the value, use or operation of the Property.

4.1.C. Incurable Monetary Default. The occurrence of any of the following events:

(1) any transfer under Section 1.8 above to which Beneficiary has not first consented in writing;

(2) any representation or warranty of Trustor contained in this Deed of Trust or in any other Loan Document proves to be untrue or misleading in any material respect as of the time made;

(3) the occurrence of any Default, default, event of default or Event of Default under any of the other Loan Documents and the expiration of any applicable cure period set forth in such Loan Documents;

(4) the filing of any federal or state tax lien against the Property which is not discharged and released within thirty (30) days of filing;

(5) the filing by any Trustor, any principal of any Trustor, or any endorser or guarantor of the Note, of a voluntary petition in bankruptcy pursuant to any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors (hereafter referred to collectively as "Bankruptcy Law") or the issuing of an order for relief against any Trustor, any principal of any Trustor or any endorser or guarantor of either of the Note under any such Bankruptcy Law, or the filing by any Trustor, any principal of any Trustor, or any endorser or guarantor of the Note of any petition or answer seeking or acquiescing in any

reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Bankruptcy Law;

(6) the seeking of, consenting to, or acquiescing in, by any Trustor, any principal of any Trustor, or any endorser or guarantor of the Note, the appointment of any trustee, custodian, receiver, or liquidator of any such person or of all or any substantial part of the Property or of any or all of the income, rents, revenues, issues, earnings, profits or income thereof or of any other property or assets of such person; or the making by any such person of any general assignment for the benefit of creditors, or the admission in writing by any such person of its inability to pay its debts generally as they become due, or the commission by any such person of any act providing grounds for the entry of an order for relief under any Bankruptcy Law;

(7) the failure to cause the dismissal of any involuntary petition in bankruptcy brought against any Trustor, any principal of any Trustor or any endorser or guarantor of the Note within sixty (60) calendar days after the same is filed but in any event prior to the entry of an order, judgment, or decree approving such petition;

(8) the Property is subjected to actual or threatened waste, or all or any part thereof is removed, demolished, or altered without the prior written consent of Beneficiary;

(9) any Trustor, any principal of Trustor, or any endorser or guarantor of either of the Notes (if a corporation) is liquidated or dissolved or its charter expires or is revoked, or any Trustor or such endorser or guarantor (if a partnership or business association) is dissolved or partitioned, or any Trustor or such endorser or guarantor (if a trust) is terminated or expires, or any Trustor or such endorser or guarantor (if an individual) dies;

(10) the filing by any person or entity of any claim in any legal or equitable proceeding challenging the first priority lien of this Deed of Trust, subject only to the Permitted Exceptions;

(11) the default by Trustor under any other loan secured by a lien on any portion of the Property and the expiration of any applicable notice and/or cure period; or

(12) the filing of any action under any federal or state law, which permits forfeiture of Trustor's interest in the Property, including but not limited to, any indictment under the Racketeer Influence and Corrupt Organization Act of 1970 (RICO).

4.2 REMEDIES. Upon and after any Event of Default, Beneficiary and/or Trustee shall be entitled to invoke any and all of the rights and remedies described below, and any other remedies available to secured creditors generally. All of such rights and remedies shall be

cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

4.2.A. Beneficiary, by written notice given to Trustor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, all prepayment premiums payable thereunder and all other obligations of Trustor hereunder to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest and any prepayment premiums shall become and be immediately due and payable, anything in the Note or in this Deed of Trust to the contrary notwithstanding.

4.2.B. Trustee or Beneficiary personally, or by its agents, attorneys or receiver appointed by the court, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Trustor sue for or otherwise collect any and all rents or other proceeds of the Property and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: insuring or keeping the Property insured, entering into, enforcing, modifying or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting Tenants; fixing or modifying rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the Property. Trustor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments. Trustor agrees to deliver to Beneficiary all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Beneficiary in order to enable Beneficiary to exercise its rights under this Section. All expenses, including receiver's fees and attorneys' fees, costs and agent's compensation incurred pursuant to this Section shall be payable by Trustor to Beneficiary upon demand and shall be secured by this Deed of Trust. Anything in this Section 4.2 to the contrary notwithstanding, Beneficiary shall not be obligated to discharge or perform the duties of a landlord to any Tenant or incur any liability as the result of any exercise by Beneficiary of its rights under this Deed of Trust, and Beneficiary shall be liable to account only for the rents, incomes, issues, profits, and revenues actually received by Beneficiary.

4.2.C. Beneficiary shall have all of the remedies of a secured party under the UCC, and any other applicable Nevada law or the laws of the State by which the Note or any of the other Loan Documents are governed, including without limitation the right and power to sell, or otherwise dispose of, the Personal Property, or any part thereof. For that purpose

Beneficiary may take immediate and exclusive possession of the Personal Property, or any part thereof, and with or without judicial process, enter upon any Land on which the Personal Property, or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned or, at Beneficiary's option, Trustor shall assemble the Personal Property and make it available to Beneficiary at the place and at the time designated in the demand. Beneficiary shall be entitled to hold, maintain, preserve and prepare the Personal Property for sale. Beneficiary without removal may render the Personal Property unusable and dispose of the Personal Property on the Land. To the extent permitted by law, Trustor expressly waives any notice of sale or other disposition of the Personal Property and any other right or remedy of Beneficiary existing after default hereunder, and to the extent any such notice is required and cannot be waived, Trustor agrees that as it relates to this Section 4.2.C. only, if such notice is marked, postage prepaid, to Trustor at the above address at least five (5) days before the time of the sale or disposition, such notice shall be deemed commercially reasonable and shall fully satisfy any requirement for giving of said notice.

4.2.D. Notwithstanding anything in Section 4.2.C. above which might otherwise be construed to the contrary, Beneficiary shall have the option of proceeding as to the Real Property and all or some of the Personal Property in accordance with its rights and remedies with respect to the real property in accordance with the unified sale procedures set forth in the UCC.

4.2.E. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

4.2.F. Beneficiary may cause the Property to be sold by Trustee as permitted by applicable law. Before any such trustee's sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the Property, either as a whole or in separate parcels, and in such order as Trustee may determine, at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any trustee's sale. At any trustee's sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Any person, including Trustor, Trustee or Beneficiary, may purchase at the trustee's sale. Trustee shall execute and deliver to the purchaser a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any trustee's sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it. The power of sale under this Deed of Trust shall not be exhausted by



any one or more sales (or attempts to sell) as to all or any portions of the Property remaining unsold, but shall continue unimpaired until all of the Property has been sold by exercise of the power of sale contained herein and all indebtedness of Trustor to Beneficiary under the Deed of Trust and the other Loan Documents has been satisfied in full.

4.2.G. Beneficiary may apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income therefrom, ex parte, without notice, and without regard to the sufficiency or value of any security for the Secured Obligations or the solvency of any party bound for its payment, the expenses of which shall be secured by this Deed of Trust.

4.2.H. Beneficiary may take such steps to (1) protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, or in this Deed of Trust, or (2) aid in the execution of any power herein granted, (3) accomplish any foreclosure hereunder, or (4) enforce any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.

4.2.I. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Deed of Trust to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. If there exists additional security for the performance of the Secured Obligations, the holder of the Note, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

4.3 APPLICATION OF SALE PROCEEDS. In the event of a foreclosure sale of all or any portion of the Property, the proceeds of such sale shall be applied as follows:

(a) first, to the payment of the costs and expenses of such sale, including reasonable compensation to Trustee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Trustee or Beneficiary under this Deed of Trust together with interest at the rate then payable under the Note plus five percent (5%) per annum or the maximum rate permitted by any applicable law governing interest rate restrictions, if any maximum is applicable to the subject obligation, whichever is lower, on all advances made by Beneficiary;

(b) second, to the payment of the whole amount then due, owing or unpaid upon the Note or any other Secured Obligations, for principal, interest, prepayment premiums and late charges as stated in the Note or any other Secured Obligations, with interest on the unpaid principal and accrued interest at the rate specified in the Note or any other Secured Obligation;

(c) third, to the payment of any other sums required to be paid by Trustor pursuant to any provisions of this Deed of Trust, the Note, or any Secured Obligation; and

(d) fourth, the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

4.4 TRUSTOR AS TENANT AT SUFFERANCE. In the event of any such foreclosure sale, Trustor shall be deemed a tenant at sufferance and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

4.5 LEASES. Beneficiary, at its option, is authorized to foreclose this Deed of Trust subject to the rights of any Tenants of the Property, and the failure to make any such Tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Trustor, a defense to any proceedings instituted by Beneficiary to collect the Secured Obligations.

4.6 WAIVER OF RIGHT TO MARSHALING. Trustor and any person who presently has or subsequently acquires an interest in the Property with actual or constructive notice of this Deed of Trust, waives any and all rights to require a marshaling of assets upon Beneficiary's exercise of its remedies provided by this Deed of Trust. Beneficiary, in its sole discretion, shall be entitled to determine the order in which the Property or portions thereof shall be subjected to the remedies provided by this Deed of Trust.

## ARTICLE 5

### MISCELLANEOUS

5.1 SUCCESSORS AND ASSIGNS. Subject to Section 1.8 above, this Deed of Trust shall inure to the benefit of and be binding upon Trustor, Trustee, and Beneficiary and their respective legal representatives, successors, and assigns.

5.2 TERMINOLOGY. All personal pronouns used in this Deed of Trust whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

5.3 SEVERABILITY. If any provision of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.4 APPLICABLE LAW. This Deed of Trust shall be interpreted, construed and enforced with respect to the Property according to the laws of the State of Nevada; provided that in no event shall this limit any remedies that may be available to Beneficiary under the laws of the state by which the Note or other Loan Documents are governed.

5.5 NOTICES, DEMANDS AND REQUESTS. All notices, demands or requests provided for or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be delivered in person or sent by registered or certified United States mail, postage prepaid, return receipt requested, or by overnight courier, to the addresses set out below or to such other addresses as are specified by no less than ten (10) days' prior written notice delivered in accordance herewith:

If to Beneficiary: Life Investors Insurance Company of America  
c/o AEGON USA Realty Advisors, Inc.  
4333 Edgewood Road N.E.  
Cedar Rapids, IA 52499-5443

If to Trustor: Winnemucca Farms, Inc.  
One Potato Place  
Winnemucca, NV 89445

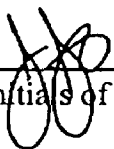
If to Trustee: Western Title Company, Inc.  
401 S. Bridge Street  
Winnemucca, NV 89445

All such notices, demands and requests shall be deemed effectively given and delivered three (3) days after the postmark date of mailing, the day after delivery to the overnight courier or, if delivered personally, when received. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the time period provided herein, shall be deemed to be receipt of the notice, demand, or request sent.

5.6 CONSENTS AND APPROVALS. All approvals and consents hereunder shall be in writing and no approval or consent shall be deemed to have been given hereunder unless evidenced in a writing signed by the party from whom the approval or consent is sought.

5.7 WAIVER. No delay or omission of Beneficiary or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary. No consent or waiver, express or implied, by Beneficiary to or of any breach or default by Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Trustor hereunder. Failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Beneficiary of its rights hereunder or impair any rights, powers or remedies consequent on any breach or default by Trustor.

5.8 JURY TRIAL WAIVER. TRUSTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT BY HOLDER OR ANY OTHER PERSON RELATING TO (I) THIS DEED OF TRUST, OR (II) ANY OF THE OTHER LOAN DOCUMENTS. TRUSTOR HEREBY AGREES THAT THIS DEED OF TRUST CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY, AND TRUSTOR DOES HEREBY CONSTITUTE AND APPOINT BENEFICIARY ITS TRUE AND LAWFUL ATTORNEY IN FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND TRUSTOR DOES HEREBY AUTHORIZE AND EMPOWER BENEFICIARY, IN THE NAME, PLACE AND STEAD OF TRUSTOR, TO FILE THIS DEED OF TRUST WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

  
\_\_\_\_\_  
Initials of Trustor

5.9 ASSIGNMENT. This Deed of Trust is assignable by Beneficiary, and any assignment hereof by Beneficiary shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Beneficiary.

5.10 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement, and obligation of Trustor under this Deed of Trust, the Note and all other Loan Documents.

5.11 ATTORNEYS' FEES.

5.11.A. Trustor shall forthwith pay to Beneficiary the amount of all attorneys' fees and costs incurred by Beneficiary under and pursuant to this Deed of Trust, the Note, the Loan Documents or any other agreement given to Beneficiary as security for the Note or in

connection with any transaction contemplated hereby or thereby, or with respect to the Property or any defense or protection, interpretation or enforcement of Beneficiary's security interest in the Property which Beneficiary believes is necessary or desirable (whether or not Beneficiary files a lawsuit against Trustor and including, without limitation, a judicial foreclosure action, a non-judicial foreclosure proceeding or a defense to an action to enjoin a foreclosure proceeding) in the event Beneficiary retains counsel, or incurs costs in order to: obtain legal advice; enforce, or seek to enforce, any of its rights; commence, intervene in, respond to, or defend any action or proceeding; file or prosecute a claim in any action or proceeding (including without limitation, any probate claim, bankruptcy claim, third-party claim, or secured creditor claim); protect, obtain possession of, lease, dispose of or otherwise enforce Trustor's right, title and interest in the Property or any portion thereof; obtain the appointment of a receiver; or represent Beneficiary's interests in any litigation with respect to Trustor's affairs.

5.11.B. Trustor shall and does hereby agree that, if all or a portion of the principal sum of the Note has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of an Event of Default, the entire amount then due under the terms of this Deed of Trust and the Note shall include all attorneys' fees and costs and expenses which are actually incurred as stated above.

5.11.C. The meaning of the terms "legal fees" or "attorneys' fees" or any other reference to the fees of attorneys or counsel, wherever used in this Deed of Trust, shall be deemed to include, without limitation, all legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals (including any appeal or petition for review or any bankruptcy court action), and allocated costs of in-house counsel.

5.12 COVENANTS RUN WITH THE LAND. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Land and shall apply to, bind and inure to the benefit of, the successors and assigns of Trustor and Beneficiary.

5.13 SUBSTITUTION OF TRUSTEE. Beneficiary may from time to time, without notice to Trustor or Trustee and with or without cause and with or without the resignation of the Trustee, substitute a successor or successors to the Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon the Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written document executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which when duly filed for record in the proper office, shall be conclusive proof of proper appointment of the successor Trustee. The procedure herein provided for substitution of the Trustee shall be conclusive of all other provisions for substitution, statutory or otherwise.

5.14 RECONVEYANCE. When all the Secured Obligations have been paid in full and no further commitment to extend financing continues, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

5.15 STATUTORY COVENANTS. The following covenants, Numbers 1, 3, 4 (rate of interest Default Interest Rate), 5, 6, 7 (Reasonable Attorney's Fees), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust; provided, however, that the express terms, conditions and covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenants 1, 3, 4, 5, and 9, and provided further that Covenants 6, 7 and 8 shall control over the express terms, conditions and covenants of this Deed of Trust to the extent the same are inconsistent with Covenants 6, 7 and 8.

5.16 EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

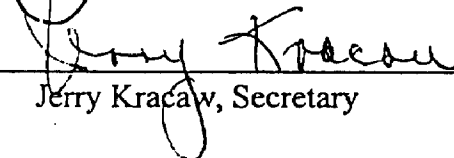
- Exhibit A - Description of Land
- Exhibit B-1 - Description of Irrigation Equipment
- Exhibit B-2 - Description of Processing and Packaging Equipment
- Exhibit C - Description of Water Certificates

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

TRUSTOR:

WINNEMUCCA FARMS, INC.,  
a Nevada corporation

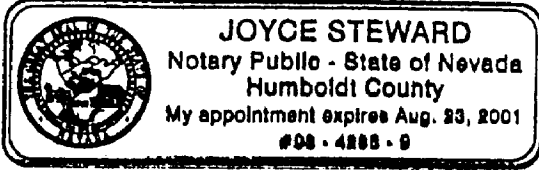
By   
John O'Brien, President

By   
Jerry Kracaw, Secretary

STATE OF NEVADA )  
 ) SS  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on January 6, 1999  
by John O'Brien (name(s) of person(s))  
as President of Winnemucca Farms, Inc. a Nevada Corporation.

Joyce Steward  
(Signature of Notarial Officer)  
Public Notary  
(Title and rank)  
(My commission expires: 8-23-01)



STATE OF NEVADA )  
 ) SS  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on January 6, 1999  
by Jerry Kucan (name(s) of person(s))  
as Secretary of Winnemucca Farms, Inc. a Nevada Corporation.

Joyce Steward  
(Signature of Notarial Officer)  
Public Notary  
(Title and rank)  
(My commission expires: 8-23-01)



EXHIBIT A

The Land

All that certain real property situated, lying and being in the County of Humboldt, State of Nevada and more particularly described as follows:

**PARCEL 1:**

TOWNSHIP 38 NORTH, RANGE 38 EAST, M.D.B.&M.

- Section 1: Lots 1, 2, 3, 4; S1/2 N1/2; S1/2
- Section 2: Lots 1, 2, 3, 4; S1/2 N1/2; S1/2
- Section 11: All
- Section 12: All
- Section 13: All
- Section 14: All
- Section 23: All
- Section 24: All
- Section 25: All
- Section 26: All
- Section 35: All

EXCEPTING THEREFROM, that certain parcel of land lying within the North one-half of Section 24, Township 38 North, Range 38 East, M.D.B.&M., and more particularly described as follows:

Beginning at an iron pin marking the NE corner of said Section 24, Township 38 North, Range 38 East, M.D.B.&M. and thence South 84° 49' 20" West 3,024.64 feet to an iron pin which is the real point of beginning; thence North 1° 16' 50" East 200.00 feet to an iron pin; thence North 88° 43' 10" West 200.84 feet to an iron pin; thence South 1° 16' 50" West 200.00 feet to an iron pin; thence South 88° 43' 10" East 200.84 feet to the real point of beginning, as reserved in the Deed from Humboldt Farms, Inc., and Clair Kracaw & Sons, Inc., to California Pacific Utilities Company, recorded April 6, 1972 in Book 64 of Official Records, Page 554 as Document No. 154537.

**PARCEL 2:**

TOWNSHIP 38 NORTH, RANGE 39 EAST, M.D.B.&M.

- Section 5: Lots 1, 2, 3, 4; S1/2 N1/2; S1/2
- Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S1/2 NE1/4; SE1/4; E1/2 SW1/4; SE1/4 NW1/4
- Section 7: Lots 1, 2, 3, 4; E1/2 W1/2; E1/2
- Section 8: W1/2 NE1/4; NW1/4 SE1/4; W1/2

Exhibit A to Deed of Trust

Page 1 of 7



Section 17: All  
Section 18: Lots 1, 2, 3, 4; E1/2 W1/2; E1/2  
Section 19: Lots 1, 2, 3, 4; E1/2 W1/2

EXCEPTING THEREFROM, from Section 17 one-half interest in oil and gas and other minerals as reserved in the Deed from Margaret M. Hadfield, a Widow, to W.S. Hill and Jessie Hill, recorded January 20, 1960, in Book 72 of Deeds, Page 535, Humboldt County, Nevada.

**PARCEL 3:**

TOWNSHIP 39 NORTH, RANGE 38 EAST, M.D.B.&M.

Section 25: All  
Section 26: All  
Section 35: All  
Section 36: All

**PARCEL 4:**

TOWNSHIP 39 NORTH, RANGE 39 EAST, M.D.B.&M.

Section 29: W1/2; W1/2 E1/2  
Section 30: Lots 1, 2, 3, 4; E1/2 W1/2; E1/2  
Section 31: Lots 1, 2, 3, 4; E1/2 W1/2; E1/2  
Section 32: All

**PARCEL 5:**

TOWNSHIP 36 NORTH, RANGE 38 EAST, M.D.B.&M.

Section 31: A certain piece or parcel of land being more particularly described as follows:

Commencing at a point in the Northwesterly line of the land, 400 feet wide, of the Southern Pacific Transportation Company, distant South 6° 43' 30" West 3037.88 feet from the North Quarter corner of said Section 31, said Northwesterly line, being also the Southeasterly line of the land of the Southern Pacific Development Company, as described in Deed dated May 3, 1972, recorded June 22, 1972, as Serial No. 155277, in Book 66, at Page 4, of Official Records of Humboldt County; thence North 60° 29' 00" West, at right angle from said line, 600 feet to the actual point of beginning of the land to be described; thence continuing North 60° 29' West 600 feet; thence South 29° 31' West, parallel with said line, 1200 feet; thence South 60° 29' East, 600 feet; thence North 29° 31' East, 1200 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface of said property, provided, however, that said

Exhibit A to Deed of Trust  
Page 2 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0039 OF 0070 DOC #: 1999 987  
TRADEMARK

REEL: 1856 FRAME: 0385

Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet, measured vertically from the contour of the surface of said property provided, further, that Grantee shall have the right to drill into, and to appropriate water for beneficial use from said portion of said property lying below a depth of 500 feet.

EXCEPTING THEREFROM the following described Parcels A and B to-wit:

PARCEL A: That certain parcel of land lying within the W1/2 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., more particularly described as set forth as follows:

Beginning at a brass cap marking in the N1/4 corner of said Section 31; thence South 20° 07' 01" West, a distance of 2,998.16 feet; thence North 60° 11' 42" West a distance of 315.80 feet to the real point of beginning; thence South 29° 34' 12" West a distance of 401.89 feet to a point; thence South 60° 16' 29" East a distance of 140.18 feet to a point; thence North 29° 40' 01" East a distance of 401.69 feet to a point; thence North 60° 11' 42" West a distance of 140.85 feet to the real point of beginning.

PARCEL B: That certain parcel of land lying within the W1/2 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., more particularly set forth as follows:

Beginning at a brass cap marking in the N1/4 corner of said Section 31; thence South 20° 07' 01" West a distance of 2,998.16 feet to the real point of beginning; thence North 60° 11' 42" West a distance of 140.70 feet to a point; thence South 29° 38' 08" West a distance of 401.65 feet to a point; thence South 60° 16' 29" East a distance of 142.25 feet to a point; thence North 29° 24' 53" East a distance of 401.46 feet to the real point of beginning.

**PARCEL 6:**

That certain parcel of land lying within the W1/2 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., more particularly described as set forth as follows:

Beginning at a brass cap marking in the N1/4 corner of said Section 31; thence South 20° 07' 01" West a distance of 2,998.16 feet; thence North 60° 11' 42" West a distance of 315.80 feet to the real point of beginning; thence South 29° 34' 12" West a distance of 401.89 feet to a point; thence South 60° 16' 29" East a distance of 140.18 feet to a point; thence North 29° 40' 01" East a distance of 401.69 feet to a point; thence North 60° 11' 42" West a distance of 140.85 feet to the real point of beginning.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface of said property, provided, however, that said Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet, measured vertically from the contour of the surface of said property provided, further, that Grantee shall

Exhibit A to Deed of Trust  
Page 3 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0040 OF 0070 DOC #: 1999 987

TRADEMARK

REEL: 1856 FRAME: 0386

have the right to drill into, and to appropriate water for beneficial use from said portion of said property lying below a depth of 500 feet.

**PARCEL 7:**

That certain parcel of land lying within the W1/2 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., more particularly described as set forth as follows:

Beginning at a brass cap marking in the N1/4 corner of said Section 31; thence South 20° 07' 01" West a distance of 2,998.16 feet to the real point of beginning; thence North 60° 11' 42" West a distance of 140.70 feet to a point; thence South 29° 38' 08" West a distance of 401.65 feet to a point; thence South 60° 16' 29" East a distance of 142.25 feet to a point; thence North 29° 24' 53" East a distance of 401.46 feet to the real point of beginning.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface of said property, provided, however, that said Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet, measured vertically from the contour of the surface of said property provided, further, that Grantee shall have the right to drill into, and to appropriate water for beneficial use from said portion of said property lying below a depth of 500 feet.

**PARCEL 8:**

TOWNSHIP 36 NORTH, RANGE 38 EAST, M.D.B.&M.

Section 31: A certain piece or parcel of land being more particularly described as follows:

Beginning at a point in the Northwesterly line of the land, 400 feet wide, of the Southern Pacific Transportation Company, distance South 6° 43' 30" West 3037.88 feet from the North Quarter corner of said Section 31; thence South 29° 31' 00" West along said Northwesterly line, being also the Southeasterly line of the land of the Southern Pacific Development Company, as described in Deed dated May 3, 1972, recorded June 22, 1972, as Serial No. 155277, in Book 66, at Page 4, of Official Records of Humboldt County, a distance of 1200 feet; thence North 60° 29' 00" West, leaving said line, 600 feet; thence North 29° 31' 00" East, parallel with said line, 1200 feet; thence South 60° 29' 00" East a distance of 600 feet to the point of beginning, together with a non-exclusive roadway easement 30 feet wide.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface of said property, provided, however, that said Southern Pacific Land Company, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet, measured vertically from the contour of the surface of said property provided, further,

Exhibit A to Deed of Trust  
Page 4 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0041 OF 0070 DOC #: 1999 987

**TRADEMARK**

**REEL: 1856 FRAME: 0387**

that Grantee shall have the right to drill into, and to appropriate water for beneficial use from said portion of said property lying below a depth of 500 feet.

EXCEPTING THEREFROM the following described parcel:

A parcel of land in the SW 1/4 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., Humboldt County, Nevada, being particularly described as follows:

Beginning at Corner #1, a point on the Northwesterly right of way line of the SOUTHERN PACIFIC TRANSPORTATION COMPANY, from which the N1/4 corner of said Section 31 bears North 13° 07' 31" East 4170.17 feet, said point also being a corner of that property described in Humboldt County Official Records, Book 69, Page 543; thence along said right-of-way North 29° 31' East 439.04 feet to Corner #2; thence North 60° 29' West 277.00 feet to Corner #3; thence South 29° 31' West 439.04 feet to Corner #4, a point on a boundary line of that parcel described in Humboldt County Official Records, Book 69, Page 543; thence along said parcel South 60° 29' East 277.00 feet to Corner #1, the point of beginning.

Said parcel also described as Parcel 3 of that certain Parcel Map for WINNEMUCCA FARMS, INC., lying within Section 31, Township 36 North, Range 38 East, M.D.B.&M., filed in the Office of the Humboldt County Recorder on October 4, 1973, under File No. 162133, Humboldt County, Nevada.

**PARCEL 9:**

A parcel of land in the SW 1/4 of Section 31, Township 36 North, Range 38 East, M.D.B.&M., Humboldt County, Nevada, being particularly described as follows:

Beginning at Corner #1, a point on the Northwesterly right of way line of the SOUTHERN PACIFIC TRANSPORTATION COMPANY, from which the N1/4 corner of said Section 31 bears North 13° 07' 31" East 4170.17 feet, said point also being a corner of that property described in Humboldt County Official Records, Book 69, Page 543; thence along said right-of-way North 29° 31' East 439.04 feet to Corner #2; thence North 60° 29' West 277.00 feet to Corner #3; thence South 29° 31' West 439.04 feet to Corner #4, a point on a boundary line of that parcel described in Humboldt County Official Records, Book 69, Page 543; thence along said parcel South 60° 29' East 277.00 feet to Corner #1, the point of beginning.

Said parcel also described as Parcel 3 of that certain Parcel Map for WINNEMUCCA FARMS, INC., lying within Section 31, Township 36 North, Range 38 East, M.D.B.&M., filed in the Office of the Humboldt County Recorder on October 4, 1973, under File No. 162133, Humboldt County, Nevada.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface of said property, provided, however, that said Southern Pacific Land Company, its successors and assigns, shall not have the right for any and

Exhibit A to Deed of Trust  
Page 5 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0042 OF 0070 DOC #: 1999 987

**TRADEMARK**  
**REEL: 1856 FRAME: 0388**

all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet, measured vertically from the contour of the surface of said property provided, further, that Grantee shall have the right to drill into, and to appropriate water for beneficial use from said portion of said property lying below a depth of 500 feet.

**PARCEL 10:**

All that certain real property situate, lying and being in the County of Humboldt, State of Nevada and more particularly described as follows:

Beginning at the Northwest corner of Section 6, Township 35 North, Range 38 East, M.D.B.&M., thence South and along Section line common to Sections 1 and 6, a distance of 2407.63 feet to a point intersecting the Westerly R/W line of the S.P.R.R. Company; thence in Northeasterly direction and along said S.P.R.R. Company Westerly R/W line a distance of 2780 feet, more or less, to a point intersecting the north boundary line of said Section 6; thence West and along the Section Line common to Section 31 and Section 6, a distance of 1394.68 feet to the point of beginning.

Being further described as a triangular tract of land lying Westerly of the S.P.R.R. Company R/W situate in the Northwest 1/4 of Section 6, Township 35 North, Range 38 East, M.D.B.&M.

EXCEPTING from the above described parcel any portion thereof lying within the boundaries of the Southern Pacific Railroad Right of Way.

**PARCEL 11:**

A parcel of land in the SW 1/4, Section 31, Township 36 North, Range 38 East, M.B.D.&M., being more particularly described as follows:

Beginning at Corner #1, a point on the Northwesterly right-of-way line of the Southern Pacific Transportation Company, from which the North 1/4 corner of said Section 31 bears North 13° 07' 31" East 4170.17 feet, said point also being a corner of that property described in Humboldt County Official Records, Book 69, Page 543; thence along the boundary of said previously described parcel North 60° 29' West, 479.98 feet to Corner #2; thence South 29° 31' West, 453.77 feet to Corner #3; thence South 60° 29' East, 479.98 feet to Corner #4, a point on the Northwesterly right-of-way line of the Southern Pacific Transportation Company; thence along said right-of-way North 29° 31' East, 453.77 feet to Corner #1, the point of beginning.

Said parcel also described as Parcel 2 of that certain Parcel Map for WINNEMUCCA FARMS, INC., lying within Section 31, Township 36 North, Range 38 East, M.D.B.&M., filed in the Office of the Humboldt County Recorder on October 4, 1973, under File No. 162133, Humboldt County, Nevada.

Exhibit A to Deed of Trust  
Page 6 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0043 OF 0070 DOC #: 1999 987  
TRADEMARK

REEL: 1856 FRAME: 0389

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface thereof; provided, however, that said Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface of the portion of said property lying above 500 feet measured vertically from the contour of the surface of said property.

**PARCEL 12:**

A parcel of land within Section 31, Township 36 North, Range 38 East, M.D.B.&M, and being more particularly described as follows:

Beginning at the intersection of the Northeast line of the property of Winnemucca Farms, with the Northwest right-of-way of the City/County road at a point 280' Northwesterly at right angles to the centerline of the mainline of the Southern Pacific Railroad, said point being further described as bearing South 8° 25' 21" W. 3,004.34', more or less, from the North 1/4 corner of said Section 31; thence N. 29° 48' 38" E. 378.783' along the Northwesterly right-of-way of said City/County road to a point; thence N. 60° 11' 20" W. 24.00' to a point; thence S. 61° 04' 37" W. 443.144' to a point on the Northeast line of said Winnemucca Farms property; thence S. 60° 11' 20" E. 230.00' along said Winnemucca Farms property to the point of beginning.

EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet, measured vertically from the contour of the surface thereof; provided, however, that said Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property granted herein or any part thereof lying between said surface and 500 feet below said surface.

Exhibit A to Deed of Trust  
Page 7 of 7

001\12119.033\Legal

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0044 OF 0070 DOC #: 1999 987

**TRADEMARK**

**REEL: 1856 FRAME: 0390**

EXHIBIT B-1 TO DEED OF TRUST

Irrigation Equipment

Surface Irrigation Delivery Systems

All aluminum wheel move laterals, solid set aluminum sprinklers and double risers, rain bird sprinkler heads, portable move aluminum sprinkler systems, and Zimmatic linear move sprinkler systems, including without limitation the following:

<u>Number</u>	<u>Type</u>	<u>Year</u>	<u>Make</u>
30	Wheelines	1977	¼ Mile, Thunderbird, Aluminum, Wheel Move Lateral
34	Wheelines	1981	¼ Mile, Wade Aluminum, Wheel Move Laterals
40	Wheelines	1990	¼ Mile, Wade Aluminum, Wheel Move Laterals
40	Wheelines	1990	¼ Mile, Crown AM Aluminum Wheel Move Laterals
16	Wheelines	1991	¼ Mile, Crown AM Aluminum Wheel Move Laterals
342	Handlines	Unknown	¼ Mile, 3" Handline Laterals
4,042	Solid Set	Unknown	¼ Mile, 3" Solid Set Laterals
	Mainline	Unknown	2,500 feet of 10" Surface Aluminum Mainline

*Note: The wheeline, handline, and solid set lines are ¼ mile in length each.*

<u>Brand</u>	<u>Serial Number</u>	<u>Invoice Number</u>
ZIMMATIC PIVOT	L59076	74548
ZIMMATIC PIVOT	L59026	74548
ZIMMATIC PIVOT	L59094	74549
ZIMMATIC PIVOT	L58986	74549
ZIMMATIC PIVOT	L58874	74548
ZIMMATIC PIVOT	L58875	74548
ZIMMATIC PIVOT	L59173	74549
ZIMMATIC PIVOT	L59175	74549
ZIMMATIC PIVOT	L59092	74549
ZIMMATIC LATERAL	L59057	74534
Includes Marathon Generator	12F6	74534
ZIMMATIC LATERAL	L59086	74534
Includes Marathon Generator	05F6	74534
REINKE PIVOT	#99179	292907
REINKE PIVOT	#99182	292907
REINKE PIVOT	#99180	292907
REINKE PIVOT	#99181	292907

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0045 OF 0070 DOC #: 1999 987

Wells and Pumps

All pumps, motors, wells and well casings used in connection with the irrigation of the Property, including without limitation the following:

PROCESSING PLANT

	WELL ONE	WELL TWO	WELL THREE
APPLICATION NO.	26633	27449	33997
CERTIFICATE NO.	8908	9792	9596
SOURCE	Underground	Underground	Underground
USE	Industrial	Industrial	Fire Protection & Standby
APPROPRIATION	0.272 cfs	1.430 cfs	2.00 cfs
LOCATION	Fresh Pack Facility	Processing Facility	Between Processing & Fresh Pack Bldgs.
WELL SIZE	12 inch	16 inch	12 inch
DEPTH	192 feet	416 feet	Unknown
MOTOR MANUFACTURER	Franklin	U.S. Motors	U.S. Motors
MOTOR HORSEPOWER	15	75	75
MOTOR SER. NO.	Unknown	R2076070	63296A
PUMP MANUFACTURER	Franklin	Johnston	Layne Bowler
PUMP TYPE	Submersible	Turbine	Turbine
ELECTRIC METER NO.	Unknown	RG 15259	Unknown

AGRICULTURAL LAND

All those wells and equipment as set forth on Schedule I attached hereto and incorporated herein by this reference.

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0046 OF 0070 DOC #: 1999 987

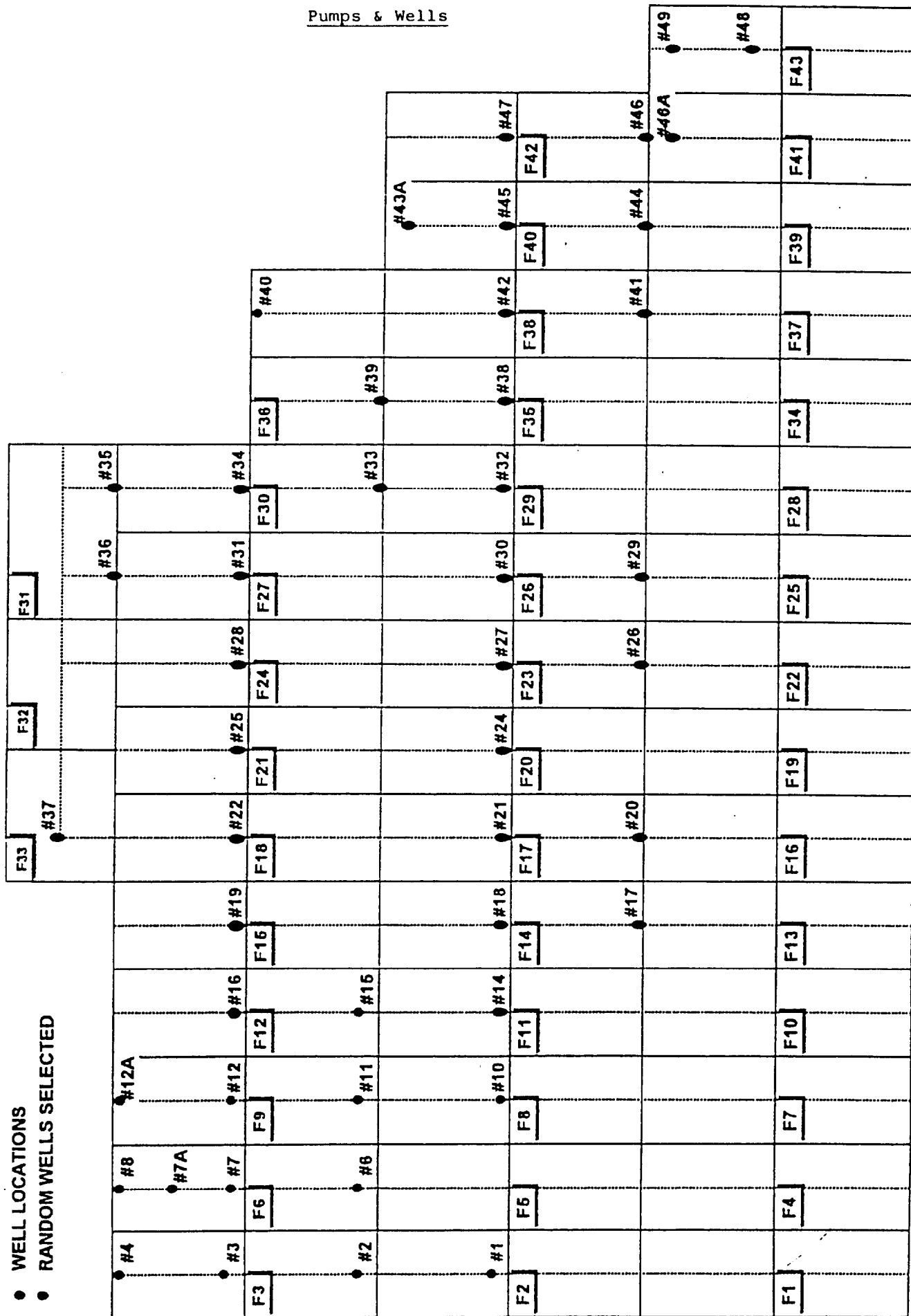


SCHEDULE I  
Pumps & Wells

WINNEMUCOA FARMS 1996 PUMP LOCATIONS

E

- WELL LOCATIONS
- RANDOM WELLS SELECTED



**WELL DATA 1996**

WELL #	1	2A	3	4	7	7A	8	10A	11
DATE COMPLETED	Sep-73	Apr-94	Jul-73	Jul-75	Jun-73	May-91	Jun-84	Mar-94	Apr-93
DEPTH OF WELL	525	762	500	484	475	447	515	775	555
DIAMETER IN INCHES	16	16	16	16	16	16	16	16	16
LAYNE & BOWLER PUMPS SIZE	14	14	14	14	14	14	14	12	14
ORIGINAL HEAD DESIGN	375	428	400	374	385	385	383	396	421
NUMBER OF STAGES	5	5	6	5	5	5	5	7	5
SIZE OF COLUMN IN INCHES	10	10	10	10	10	10	10	10	10
PUMP SETTING	210	330	275	305	230	310	210	320	330
DISCHARGE DIAMETER IN INCHES	10	10	10	10	10	10	10	10	10
BOWL DESIGN G.P.M.	2000	1800	2100	2100	2200	2200	3100	1800	1800
RATED HORSEPOWER	100	250	350	250	250	250	350	250	300
MOTOR MAKE	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.
STATIC LEVEL	88	85	70	47	49	64	42	90	96
PUMPING LEVEL	185	190	125	95	75	140	131	185	230
CURRENT G.P.M.	920	1840	2140	2240	2460	2100	2990	1160	980

**WELL DATA 1996**

WELL #	12	12A	13	14	15	16	17	18	19
DATE COMPLETED	May-89	Jun-91	Jul-74	Feb-74	Feb-74	Jun-73	Aug-71	Mar-72	Aug-72
DEPTH OF WELL	512	515	465	450	484	530	450	545	438
DIAMETER IN INCHES	16	16	16	16	16	16	16	16	16
LAYNE & BOWLER PUMPS SIZE	13	12	14	13	12	14	14	14	14
ORIGINAL HEAD DESIGN	420	395	428	476	410	396	406	310	400
NUMBER OF STAGES	7	7	5	7	7	5	5	5	5
SIZE OF COLUMN IN INCHES	10	10	10	10	10	10	10	10	10
PUMP SETTING	290	280	270	350	310	270	310	270	310
DISCHARGE DIAMETER IN INCHES	10	10	10	10	10	10	10	10	10
BOWL DESIGN G.P.M.	1200	1600	1900	2000	1800	1800	2800	2200	2000
RATED HORSEPOWER	350	350	300	300	250	350	350	350	300
MOTOR MAKE	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.
STATIC LEVEL	77	71	110	116	112	79	121	118	81
PUMPING LEVEL	238	108	230	320	281	158	210	175	272
CURRENT G.P.M.	1180	1580	890	1015	1140	2180	1840	2070	1150

HUMBOLDT COUNTY, NV. MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0049 OF 0070 DOC #: 1999 987

**WELL DATA 1996**

	20	21	22	23	24	25	26	27	28
<b>DATE COMPLETED</b>	Feb-72	Feb-72	Aug-72	Mar-71	Jul-72	Mar-78	Mar-71	Jun-71	Jul-72
<b>DEPTH OF WELL</b>	450	493	450	510	450	458	510	511	506
<b>DIAMETER IN INCHES</b>	16	16	16	16	16	16	16	16	16
<b>LAYNE &amp; BOWLER PUMPS SIZE</b>	14	14	13	14	14	14	14	14	14
<b>ORIGINAL HEAD DESIGN</b>	410	405	345	356	381	380	394	340	335
<b>NUMBER OF STAGES</b>	5	5	5	5	5	4	5	5	4
<b>SIZE OF COLUMN IN INCHES</b>	10	10	10	10	10	10	10	10	10
<b>PUMP SETTING</b>	280	310	225	285	210	220	320	290	190
<b>DISCHARGE DIAMETER IN INCHES</b>	10	10	10	10	10	10	10	10	10
<b>BOWL DESIGN G.P.M.</b>	2200	2600	2200	3000	2700	1800	2600	2300	2800
<b>RATED HORSEPOWER</b>	350	300	300	350	300	250	300	300	300
<b>MOTOR MAKE</b>	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.
<b>STATIC LEVEL</b>	165	123	70	157	122	95	180	158	97
<b>PUMPING LEVEL</b>	249	205	180	231	223	196	210	220	207
<b>CURRENT G.P.M.</b>	1725	1980	1460	2380	2230	1380	1840	2050	1280

**WELL DATA 1996**

DATE COMPLETED	29	30	31	32	33	34	35	36	37
DEPTH OF WELL	510	472	480	494	516	410	404	481	436
DIAMETER IN INCHES	16	16	16	16	16	16	16	16	16
LAYNE & BOWLER PUMPS SIZE	14	14	14	14	14	14	14	14	14
ORIGINAL HEAD DESIGN	409	379	296	497	365	339	323	340	310
NUMBER OF STAGES	5	5	4	6	5	5	5	5	5
SIZE OF COLUMN IN INCHES	10	10	10	10	10	10	10	10	10
PUMP SETTING	310	310	210	310	265	210	180	200	160
DISCHARGE DIAMETER IN INCHES	10	10	10	10	10	10	10	10	10
BOWL DESIGN G.P.M.	2800	2600	2900	2600	2750	2600	3200	3200	3200
RATED HORSEPOWER	350	300	250	400	300	300	300	350	300
MOTOR MAKE	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.
STATIC LEVEL	184	126	97	102	143	78	47	64	41
PUMPING LEVEL	210	242	200	258	188	166	141	149	130
CURRENT G.P.M.	1960	1742	2050	2110	2100	2040	2380	2410	3330

**WELL DATA 1996**

WELL #	38	39	40	41	42	43	44	45	46
<b>DATE COMPLETED</b>	Mar-81	May-73	Apr-78	May-96	Jun-73	May-86	Feb-74	May-74	May-74
<b>DEPTH OF WELL</b>	530	545	518	680	526	435	494	504	504
<b>DIAMETER IN INCHES</b>	16	16	16	16	16	16	16	16	16
<b>LAYNE &amp; BOWLER PUMPS SIZE</b>	14	14	14	14	14	14	14	12	14
<b>ORIGINAL HEAD DESIGN</b>	497	370	390	510	347	430	415	415	410
<b>NUMBER OF STAGES</b>	6	5	5	6	5	5	5	6	5
<b>SIZE OF COLUMN IN INCHES</b>	10	10	10	10	10	10	10	10	10
<b>PUMP SETTING</b>	310	230	290	350	190	250	300	270	300
<b>DISCHARGE DIAMETER IN INCHES</b>	10	10	10	10	10	10	10	10	10
<b>BOWL DESIGN G.P.M.</b>	2600	2700	2200	2000	2700	1600	2000	2000	1200
<b>RATED HORSEPOWER</b>	400	300	300	350	300	250	250	300	250
<b>MOTOR MAKE</b>	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.	G.E.
<b>STATIC LEVEL</b>	91	125	69	167	111	85	132	118	124
<b>PUMPING LEVEL</b>	200	201	220	300	173	180	248	221	240
<b>CURRENT G.P.M.</b>	2530	2160	1380	2180	2190	1610	1048	1480	1430

**WELL DATA 1996**

WELL #	46A	47	48	48	48	AVERAGE
DATE COMPLETED	Apr-96	Jan-74	Jun-76	May-76	49 WELLS	
DEPTH OF WELL	626	484	460	494	505	
DIAMETER IN INCHES	18	16	16	16	16	
LAYNE & BOWLER PUMPS SIZE	12	14	14	13	14	
ORIGINAL HEAD DESIGN	410	341	460	406	392	
NUMBER OF STAGES	7	5	6	7	5	
SIZE OF COLUMN IN INCHES	10	10	10	10	10	
PUMP SETTING	300	210	310	270	270	
DISCHARGE DIAMETER IN INCHES	10	10	10	10	10	
BOWL DESIGN G.P.M.	800	2600	1800	1400	2246	
RATED HORSEPOWER	100	300	250	250	295	
MOTOR MAKE	NEW	G.E.	G.E.	G.E.	G.E.	
STATIC LEVEL	124	94	112	91	102	
PUMPING LEVEL	250	181	215	148	199	
CURRENT G.P.M.	930	2300	1380	1400	1803	

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0053 OF 0070 DOC #: 1999 987

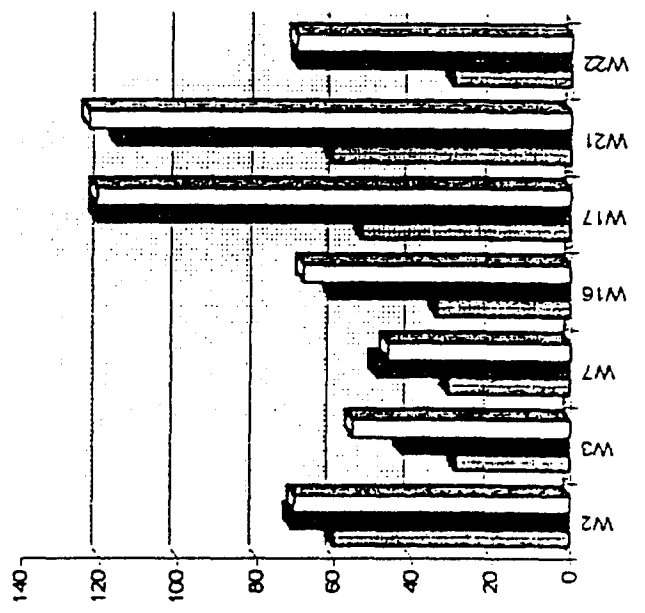
**WINNEMUCCA FARMS WELL INFORMATION**

WELL NUMBER	W2	W3	W7	W16	W17	W21	W22
STATIC LEVELS 1972	60	29	31	34	53	61	30
STATIC LEVELS 1983	71	43	49	61	121	116	70
STATIC LEVELS 1996	70	55	46	68	121	123	70

WELL NUMBER	W24	W26	W28	W30	W40	W42	W47
STATIC LEVELS 1972	63	92	39	82	66	71	49
STATIC LEVELS 1983	127	160	78	158	69	113	77
STATIC LEVELS 1996	122	180	74	126	68	111	74

WELLS 2 THRU 22



WELLS 24 THRU 47

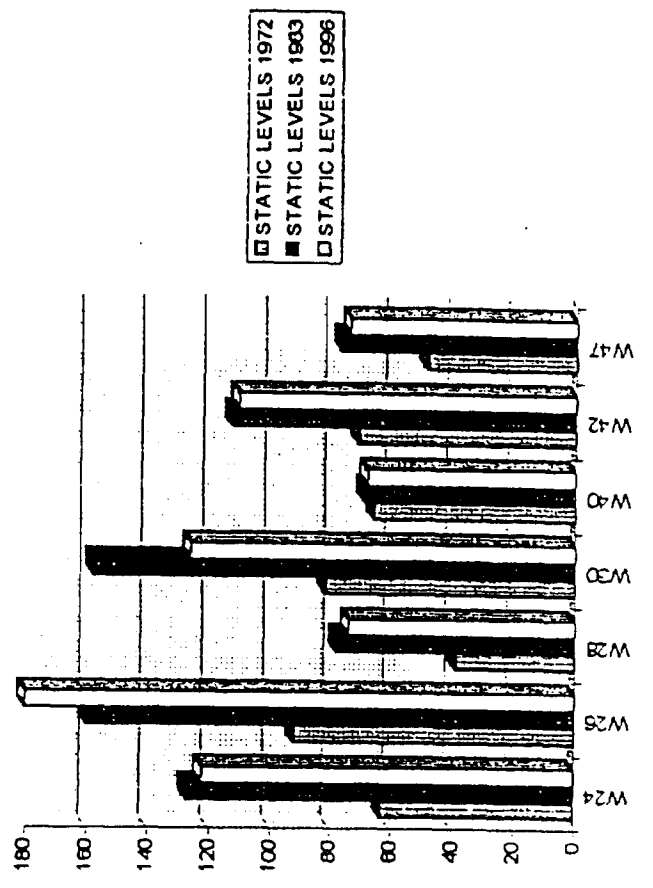




EXHIBIT B-2 TO DEED OF TRUST

Packing and Processing Equipment

Qty	Description
	<b>Potato Fresh Pack Processing Equipment</b>
4	Receiving bins, 8'X40 steel construction with tapered bottoms and 20"X85' belt conveyor with 3 hp drive
1	Cross belt from bins, 24"x16', cross belt to elevating belt, 30"x21' & to grading table, Kanasco 72-495
1	40' elevator belt, 2 hp, 30" rollers
1	Dirt roller unit, 1-1/2 hp with 36" rollers
1	Washer brush system, 1-1/2 hp, 12 brushes, wipe roller, 1 4'x12' tank with powered pumps
1	Eliminator, 3 hp, 4'x19'6" chain, eliminator belt, 1-1/2 hp, 8', 24'x16'6" take off conveyor drives and controls
1	Process bin feed belt, 1-1/2 hp, 24"x33' belt
3	Steel construction, 30' processor bins, 3 hp drive, 20"x60'6" belt, 35' processor unload bins, tilt belts, 1-1/2 hp, 18"x72' belt
1	20' sorting table feed belt, 48"x40'6" 1-1/2 hp drive, sorting main tables, 20' tables with 24"x40' belt, 1-1/2 hp drive
1	Processor table, 17' with 1-1/2 hp, 24"x34' belt, 1-1/2 hp drive, feed belt to D-ring donuts and 16' table with 36"x34' belt, 1/2 hp drive
1	D-ring donuts, 2-17/16x4' steel rollers, 6-17/16x4' donut rollers with 1-1/2 hp
1	17 roll sizer, 3 hp, 1-14x5' star table
1	NSA belt and jigger, 48"x61' belt
8	30' NSA holding bins, 20"x60'6" belt with 3 hp drive, 40' tilt belt NSA bins, 1-1/2 hp, 12"x80'6" belts
1	NSA bin feed conveyors to 10# line, 3 hp, 36"x102' belt, 1-1/2 hp x 15', 24"x31' belt, 1-1/2 hp x 8', 24"x17" belt run under bins with drives and controls
	Process belt from elevator, 18"x35'
1	Cull conveyor, 28', #2's and culls from sorter (5)
1	10' #2 belt and jigger (3), 24"x22' belt, 1-1/2 hp
1	43' cull conveyor from electrotec (C1), 1-1/2 hp, 8"x88' belt overhead
1	Cull conveyor from singulator (C2), 8"x41' belt, 1-1/2 hp
1	Table, 17' with 14"x35' belt, 1-1/2 hp; and 1-1-1/2 hp, 14"x31' belt
1	10' belt to vibrator (D4), 1-1/2 hp, 14"x21' belt
1	12' conveyor culls from carton belt elev., 1-1/2 hp, 8"x25' belt
1	36' NSA from electrotec (C4), 1-1/2 hp, 24"x73' belt
1	15' NSA from cartons (D13), 1-1/2 hp, 8"x31' belt under #7
1	50' carton feed belt (D7) with 5 hp, 60"x104' belt
1	42' NSA belt conveyor under carton feed, 5 hp, 60"x104' belt
1	51' NSA elevator to holding bins and 2 hp, 48"x104' belt conveyor
1	20' elevator belt to electrotec, 1-1/2 hp, 24"x41-1/2' (C15)

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0055 OF 0070 DOC #: 1999 987

Qty	Description
<b>Potato Fresh Pack Processing Equipment (Continued)</b>	
1	33' feed belt to electrotec bins, 1-1/2 hp, 30"x68' belt (C18) from sorting
1	20' sizer NSA belt (12) and 2 hp, 72"x44' belt
1	26' sizer belt for cartons (11), 1-1/2 HP, 30"x54' belt
1	9' cull belt for sizer (10), 1-1/2 hp, 24"x19' belt
2	4 Lane electrotecs, sizer units with electronic controls
1	25' cull elevating belt to feed 2 bins with 24"x54' belt (22A)
1	16' elevator process B-bin (20A) 1-1/2 hp; 18"x33-1/2' belt over bins
1	16' elevator process feed 2 bins, 1-1/2 hp, 24"x33-1/2' belt (21A) and 53' belt for 2's and culls (4), 3 hp, 30"x109' belt sorting area
1	25' grade check (1), 2 hp, 30"x51' belt
2	Alfeldt hopper fill belts (3 & 4), 2-1 hp x 22', 3, 18x45' belts
2	Alfeldt, bagging machines, model AVN751, s/n 5229 and 5230
1	15 Alfeldt take away belts (5), 1-1/2 hp, 24"x31' belts
1	10' belt splitter for bags 2 station with 1-1/2 hp, 24"x21' belt (6)
1	7' elevator belt station 1 (7), 1-1/2 hp, 12"x15' belt
1	9' staple belt (8), 1-1/2 hp, 16"x19' belt
1	8' belt to stacker (9), 1-1/2 hp, 20"x17' belt
1	17-1/2' carry belt to station 2, 1-1/2 hp, 14"x37' belt (10)
1	10' elevator belt (11), 1-1/2 hp, 12"x21' belt
1	7' staple belt (12), 1-1/2 hp, 12x15' belt
1	7' carry belt to stacker, 1-1/2 hp, 20"x15-1/2 belt
1	16 head Weigh-O-Matic
1	20' NSA from main table to electrotec, 1-1/2 hp, dog leg flight, 18"x22' belt
Power turn 90° 24" carton roller conveyor Carton vibrating unit, tech coder Elliot box sealer and gluer, take away conveyors	
<b>Peeler Room</b>	
To include power, controls, machine and conveyors, stands and supports	
1	2'x18' cleated belt to cooling conveyor, with hydraulics
1	K & K steam peeler complete with 30"x10' weigh belt feed system and Gould computerized controls with motors, stainless steel construction, includes stainless steel surge bin and 16"x16' stainless steel auger discharge, with hydraulics
1	Dewater unit, 30"x15' with motor & controls
1	Stainless steel waste auger from Vanmark, 6"x7' with motor
1	Model 26 Vanmark scrubber brush system with motor and drives
1	Conveyor belt, 30"x58", with motor

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0056 OF 0070 DOC #: 1999 987

Qty	Description
	<b>Peeler Room (Continued)</b>
1	Incline conveyor, cleated belt to peeler weigh scale, 24"x52', with hydraulic
1	Moeno pump for potato peel waste, with motor and drive
2	Stainless steel discharge augers for peel, 4"x4'8" with motor;
1	Trim table feed belt, 16"x58';
2	Waste pumps to pump unusable potatoes to upper waste bins with motor;
	Includes waste system with pumps, piping and controls, machine and piping supports, platforms, railings, stairs and electronic systems controls
	<b>Truck Receiving Process Plants</b>
1	30"x20' unloading conveyor, chain type for dirt removal, with motor
1	Sorting table, 36"x22' with motor
1	Dirt conveyor, 16"x24' with motor
1	Rock trap conveyor, 12"x26' with drive motor and controls
1	Rock trap conveyor, 12"x22' with motor
	<b>Upper Receiving</b>
1	Grader area with inspection table, 12"x38' incline conveyor, 12"x18', and Barrel washer with pumps, piping, power and controls
	<b>Specialty Curing and Freezing Area</b>
1	Stainless steel drying belt, 24"x18', complete with hood and 3-aerovent fans, with hydraulic drives, piping and controls
1	Cloudy Britton freeze tunnel, 3'x32', stainless Ashworth belt with 2 evaporative coils and 2 fans, 4'x48' stainless steel freezer belts in tunnel with hydraulic
1	Frick Chain conveyor, hydraulic motor with model 85 fed gearbox and chain, electrical and controls
1	Evapco evaporative condensor model FMC 105
1	Frick RWB rotary screw compressor, complete with 150 hp motor
1	Vilter model VRS500E compressor set with 150 hp Lincoln motors, Howden compressor with 3 hp oil pump and electro mechanical compressor controls
1	Evapco evaporative condensor, model PMC 120N, including 7.5 hp fan and 3 hp pump
2	Belt wash and dryer systems with motor Includes coil units and 8 fan sets of 10 hp each
2	Defrost water pumps with motor
2	Stainless steel drying belts, 4'x64' with 12 3OL433 aerovent 5 hp fans, with hydraulic
2	Spreader belts, 8"x5' with hydraulic drives

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0057 OF 0070 DOC #: 1999 987

Qty	Description
<b>Specialty Curing and Freezing Area (Continued)</b>	
1	BZ dewatering screen, stainless steel, 4'x4' with pumps and piping
1	Discharge troughing conveyor, 24"x37' with hydraulic drives
	Chemical treatment holding tank for cooling towers (6-1/2 x5-1/2) tank, piping, power and controls
<b>Upper Waste</b>	
3	BZ type dewatering unit, 48"x4' with pumps and piping;
2	Screw conveyors, 12"x27' with motors;
	Waste product bins
<b>Lower Waste</b>	
1	Dorr Oliver dewatering unit
1	50 hp spray field pump
1	Complete high pressure sanitation system with stainless steel mixing tank and pump, with motor, piping controls, platforms and supports
1	Hot water pick system with pressure pump piping, gages and controls
<b>Cooker Room</b>	
	Stainless steel rec. conveyor with motor and drive
	Stainless steel sorting table with dividers and drives
1	Stainless steel vibrating Allen trim shaker, with motor
2	Stainless steel 12"x16'5" feed augers with motor
2	Stainless steel hoppers, 5'x6' with 12"x10' discharge augers, with hydraulics
1	Stainless steel vibrating surge bin with 12"x10'3" discharge auger with hydraulics
1	Urshel model HS slicer
1	HS wash tank with 12"x18'6" discharge auger with motor and controls
4	Gem stainless steel precookers (hot water blanchers), 3'x16'4", with Veri drive motor units and water circulating pumps, complete temperature controls, gages, control panel, platforms and railings and exhaust system
2	Stainless steel transfer feed augers, 12"x12'6" with motors
2	Key 6" pumps with motors
1	Fairbanks 6" pump with motor
2	Gem steam cookers, double screw, stainless steel, 2"x20', complete with steam pressure controls and Veri drive units, piping and controls and exhaust systems, including machine and piping supports platforms, catwalks, railings and stairs
4	50 gallon stainless steel mixing tanks and 2 lightening mixers

HUMBOLDT COUNTY, NV, MARY ANN HANMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0058 OF 0070 DOC #: 1999 987

Qty	Description
	<b>Hydraulic Power Room</b>
4	4 hp hydraulic pumps, 1000 PSIG fed by 500 gallon supply with water cooled heat exchanger, 35 hp drives, piping, power and control panels
	<b>Miscellaneous—Outside</b>
1	Chlorine station 2-ton regulator with piping gages and controls; Silt removal system, tank and pumps
	<b>Final Pack Room</b>
2	30"x6' stainless Allen vibrating inspection shakers with motors
2	Urschel comitrol flake grinders with stainless steel heads with motors
2	Auto weight belts
2	New S&W 25 hp grinders
	New Erie grinder
2	New 25 hp blowers
1	Bemis bagger including automatic weigh belt system with motor
1	15 hp dry pump system for filling bulk cars
1	Flour sifter, 3 deck with vibrating and bagging stations, including augers
1	Bypass 22 auger, 8"x7'3" with motor
1	Transfer 22 auger, 8"x10'6" with motor
3	Transfer 22 auger, 12"x16' with motor
1	Bypass stainless steel auger, 12"x16' with motor
1	Grinder discharge stainless steel auger, 4"x6'6" with motor
1	Blendback stainless steel auger, 8"x11'10" with motor from drum room
1	Blendback stainless steel auger, 6"x10' with motor
2	Bag sealer conveyors, 14"x11' with motor
2	Bimis aero-seal heat sealers and bag closers with motors
	Scavenger cyclone with 5 hp motor and drive, scavenger cyclone rotary valve, 1 hp, reliance gearbox with 155 final RPM
1	2% auger 1 hp Unimount gearbox and Dodge gearbox with 15-1 ratio (10"x72' auger), piping, pumps, valves and controls
1	Tote dump system complete with controls
1	Tote weighing system complete with 2000 lbs. Detecto scale and roller track
	Piping, pumps, valves and controls
	Includes all power drives and controls, machine and support and platforms, catwalks, railing and stairs
2	Process hoppers
3	Storage hoppers
2	Collection hoppers

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 09:43 PAGE #: 0059 OF 0070 DOC #: 1999 987

Qty	Description
	<b>Flake and Flour</b>
	Final pack project-3/94 including conveyors, scales, packaging machines, plot forms, supports, catwalks, railings, power and controls
	<b>Cooker Room Specialty Line</b>
1	O V slicer Urschel
2	Ricer auger R93 Eurodrive gearbox with 3 hp motor (10"x10' auger)
2	Ricer discharge augers, 1 hp with 100 final RPM gearbox (12"x16' auger)
1	Dewatering shaker 1515 hydraulic motor with size B shaker
1	Dryer 104-1004 with 60-1 model 3 fed gearbox (24"x18' wire mesh belt)
1	Long incline belt 104-1143 hydraulic motor (24"x33' white belt with 2' cleats)
1	Shaker feed belt, 104-1043 hydraulic motor (18"x11' white belt with 2" cleats)
1	Shaker 1515 hydraulic motor with size 10 Ajax shaker
2	Long dryers 104-1005 hydraulic motor with model 3 50-1 ratio gearbox, belts, 4'x65' wire mesh
	<b>Specialty Packaging Area</b>
1	Stainless steel hopper and auger, 12"x8'6", with hydraulics
1	Stainless steel auger, 8"x11' with hydraulics
1	Conveyor belt, 24"x16'5" with hydraulics
1	Conveyor belt, 24"x32" with hydraulics
1	Waste product belt, 8"x8' with hydraulics
1	Stainless steel waste auger, 8"x8' with hydraulics
1	Urschel model CC shredder with 6 extra slicer heads with motors
2	Spreader belts, 8"x5' with hydraulics
1	BZ dewatering screen stainless steel 4'x4'
1	Discharge troughing conveyor, 24"x37' with hydraulics
	<b>Drum Room</b>
4	Stainless steel augers, 6'x9'10" with motors
4	Blaw Knox, 5'x16', 125 PSI with maximum 450 drum dryers complete with stainless steel hoods, 4 exhaust fans and 3 room air make-up systems with filters and temperature controls, Rheem brand
2	Surge boxes
2	Howe platform scales
1	IMF stainless steel 2'x4' Nibbin removing shaker with hydraulics drives, material feeders, 8-augers, waste systems & controls

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0060 OF 0070 DOC #: 1999 987

Qty	Description
	<b>Boiler Room</b>
1	1974 Cleaver-Brooks gas oil fired, 44,000 lbs/hr water tube, 3,000 PSIG, complete with 15 hp stack fan, all dual controls and pressure reducing valves, deaerator tank, s/n WL2181
2	50 hp direct connected PACO feed water pumps, water conditioning system with 3 tanks and 1 brine tank
1	Air drain tank fed from air compressor room
1	Chemax Chemical feed pump, model #A-151-925, s/n 87081227
1	Wallace & Tiernan Pennwalt model V-100 chlorine applicator, s/n #AR27217, type U-27984
	Barton circular steam recorder, s/n 2438-268
	Including all power, motor controls, pumps, piping, safety equipment machinery supports, platforms, catwalks, railings and ladders
	<b>New Boiler Room</b>
	1994 custom engineered and constructed gas fired boiler, 100,000 SPPH;
	Deaerator tank on elevated platform, chemical feed system pumps, piping and controls;
	Including all power, motors, motor controls, piping, fire and safety equipment, all machinery supports, platforms, catwalks, stairs and railings
	<b>Compressed Air System</b>
2	Air compressors, Sullair model 1685-75H, s/n 003-91692
	Twistair, model TA025BAN4C, s/n 119-229, s/n 109 124
	Air dryers, Kaeser-Sigma profile CS-90, Kaeser model 80-300-0324A, Sullair model SPD 300AC, s/n 003-D7886
2	Air receiving tanks, Man Welding Co., including air filters, water traps, piping, valves, power and controls
	<b>Receiving Room</b>
2	Mueret pump system (pit type) complete with flume pump, feed pump, and mud pump and all motors, power and controls
1	"Mud tank" waste screening vibrator screen complete with motors, surge tank, dewatering screen with motor, 30"x15' conveyor with piping
1	Ramsey 30"x58' weigh belt complete with scales and automatic readout, with motors
1	Conveyor belt to potato storage area, 24"x122" with motor and controls
1	Traveling tilt conveyor belt, 18"x50' with motor, drive and controls

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0061 OF 0070 DOC #: 1999 987

Qty	Description
<b>Receiving Room (Continued)</b>	
1	Waste belt, 16'x52' with motor, 15 hp
1	Wemco torque flow pump with motor, 1 hp Including flume piping, pumps, filters, mud pumps, conveyor belt, supports, railing, platforms and all controls
<b>Lab Equipment</b>	
1	Stove
1	Fryer
1	Grill
1	Chaus
2	Centogram scale
3	Tribble beam balance model 720
1	Tribble beam balance model 760
2	Bath model 183
1	Mettles
1	Clinical model centerfuge
1	Minerallight model UVG54 UVP
1	Milton Roy spectronic 20
1	Oven convection E series
1	Vacuum oven
1	Adjustable Tirrill burner
1	Meker type burner
1	Dessicator with knob top
2	Heating mantels series O
2	Rheostar heaters type RH
5	DYLA dual hot plate stirrer
2	Hot plates
2	Module block
1	Sieve shaker model RX-24
1	Sterilizer; 4-Imperial III standard incubator
1	Refractometer mark 11-115 VAC
1	Hand refractometer
1	Harvard trip balance model 14505D
	Gas chromatograph 5890, Series II, Hewlet Packard
<b>Silo System</b>	
2	Flake flower storage silos, steel construction, 500,000 lbs. 20'x60', and 2,000,000 lbs. 40'x110' high, bolted with agitators, blowers, vacuum pumps, gages, humidity controls and dry pumps, perimeter railings and safety ladders
2	Silos stainless steel construction, 150,000 lbs. 15'x40' with tapered bottoms, I beam stands, agitators, augers, perimeter railings, ladders, pumps, power piping and controls

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0062 OF 0070 DOC #: 1999 987



Qty	Description
	<b>Creamy Mash Room</b>
2	Steam dryer stainless steel construction, 17' long with gages, valves piping, electric and controls; Roll crusher, no ID seen
1	Accu Rate feeders, small
	Accu Rate feeders, small
	Ribbon mixer stainless steel construction with power, drive and controls
	Extruder stainless steel screw type with power, drives and controls
	Includes machine supports, platforms, catwalks, railings and stairs
	<b>Creamy Mash Packaging Project 3/94</b>
	Including conveyors, vibrating tables, automatic weigh systems, hoppers, portioning equipment, pumps, packaging machine, power controls, platforms, supports, stairs and railings
	<b>Process Piping and Plumbing</b>
	Including water, gas, compressed air and flumes, with pumps, valves, filters and controls
	<b>Process Electric</b>
	Including incoming power transformers, main electrical panels, distribution panels, motor control centers, conduit, wiring, switching and safety equipment
	<b>Process—Computer Systems</b>
	Including computers, monitors, digital readout systems, printers, automatic controls, recorders and warning systems throughout the production plant
	<b>Pumps and Motors</b>
	Receiving pump, sump pumps, pit pumps, waste and water pumps, sludge pump, injector pump, pressure pumps, food pumps and metering pumps with power motors and controls
	<b>In Storage</b>
2	Drum dryers, Buffalo Technologies Corp., 1994, 5'x16' roll stands, s/ns 18481 & 18482, s/n not verified
6	Approximately 30 Spudnik portable conveyors, 30"x40" & 24"x30" with motors & drives
8	Pilers, 30'x24' with motors & drives
	Telescopes, 85'
20	Portable chillers, Industrial Ventilation, Inc., air cooled water chiller with two 20 hp fan forced air systems

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 09:43 PAGE #: 0063 OF 0070 DOC #: 1999 987

Description of Water Applications and Certificates

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0064 OF 0070 DDC #: 1999 987

**Winnemucca Farms Inc.**  
*Water Rights Certificate Information*

Well Number	1	24	3	4	4	54	6	7	8	8
Application No.	25941	28024	25944	29258	29257	55111	28025	25945	31080	31081
Certificate No.	9104	9123	9105	9130	9129	13848	9124	9106	9139	9140
Appropriation (c.f.s.)	2.0050	4.0000	5.1690	2.0000	3.5610	3.2550	3.1200	5.1240	2.0000	2.0000
Date of Priority	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/28/71	2/11/71
Water Right Acres	3,161.26	3,161.26	3,161.26	3,161.26	3,161.26	3,161.26	3,161.26	3,161.26	3,786.26	3,786.26

Well Number	8	9	104	11	12	124	13	134	14	14
Application No.	31082	25962	27448	30343	25947	55112	25963	45712	26748	29003
Certificate No.	9141	9118	9148	9134	9108	13849	9119	13271	9121	8687
Appropriation (c.f.s.)	2.0000	2.0000	3.3420	4.0000	4.9910	2.0000	2.0000	2.0000	2.7000	2.7000
Date of Priority	2/11/71	2/11/71	1/28/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	7/21/70	7/21/70
Water Right Acres	3,786.26	3,161.26	1,890.90	3,152.78	3,160.26	3,161.26	3,161.26	2,563.75	148.84	158.34

Application No.	15	16	17	18	19	20	20	20	21	22
Application No.	30344	25946	25652	25653	25948	25654	30591	30596	25655	25949
Certificate No.	9135	9107	8681	8682	9109	8683	9589	9593	8751	9110
Appropriation (c.f.s.)	4.0000	5.5250	6.0000	5.7900	4.9020	6.0000	0.2840	0.2140	6.0000	5.3470
Date of Priority	2/11/71	2/11/71	6/11/70	6/11/70	2/11/71	6/11/70	1/28/71	2/11/71	6/11/70	2/11/71
Water Right Acres	3,152.78	3,161.26	4,072.11	4,072.11	1,264.46	4,072.11	6,448.17	6,448.17	4,072.11	1,264.46

**Winnemucca Farms Inc.**  
*Water Rights Certificate Information*

Well Number	23	24	24	25	26	27	28	29	30	31
Application No.	25656	25658	30593	25951	25657	25659	25950	29663	24434	25927
Certificate No.	8684	8685	9590	9112	8752	8686	9111	8923	7757	9103
Appropriation (c.f.s.)	5.9000	6.0000	0.5930	4.4560	6.0000	5.7900	5.3470	6.0000	5.4000	5.5700
Date of Priority	6/11/70	6/11/70	2/28/71	2/11/71	6/11/70	6/11/70	2/11/71	6/11/70	4/12/68	1/28/71
Water Right Acres	4,072.11	4,072.11	6,448.17	1,264.46	4,072.11	4,072.11	1,264.46	4,072.11	316.00	629.84

Well Number	32	33	33	34	35	35	35	36	37	37
Application No.	27447	39589	39590	25926	26645	30594	30590	30597	28526	30592
Certificate No.	9122	10360	10361	9102	9120	9591	9588	9594	9128	9615
Appropriation (c.f.s.)	5.3920	1.0000	6.0000	6.0000	5.8280	0.1720	0.7260	6.0000	5.6210	0.0379
Date of Priority	1/28/71	7/21/71	6/11/70	1/28/71	5/4/65	5/4/65	2/11/71	10/13/69	2/11/71	2/11/71
Water Right Acres	1,889.07	6,448.17	6,448.17	629.84	313.56	6,448.17	6,448.17	6,448.17	1,739.78	6,448.17

Well Number	37	38	39	40	40	41	42	43a	44	44
Application No.	30595	34003	42596	33998	35432	36319	34002	49321	31141	31142
Certificate No.	9592	9601	10362	9597	9612	10359	9600	12803	9145	9146
Appropriation (c.f.s.)	1.1300	5.7930	1.0090	1.4060	3.0000	4.5010	5.6800	2.8070	1.0980	0.6530
Date of Priority	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71
Water Right Acres	6,448.17	3,109.70	3,786.26	5,109.70	3,109.70	3,109.70	3,109.70	3,109.70	2,808.32	2,808.32

Well Number	44	45	46	46a	47	48	49	49	49
Application No.	34006	34001	34007	36318	3400	34005	31138	31140	34008
Certificate No.	9603	9599	9605	9613	9598	9602	9142	9144	9610
Appropriation (c.f.s.)	3.0000	5.3920	3.0000	0.5130	6.0000	2.6290	0.4750	0.8800	3.0000
Date of Priority	2/11/71	2/11/71	2/11/71	4/30/71	2/11/71	2/11/71	2/11/71	2/11/71	2/11/71
Water Right Acres	3,109.70	3,109.70	3,109.70	3,109.70	3,109.70	3,109.70	2,808.32	2,808.32	3,109.70

Description of Water Applications and Certificates  
**Winnemucca Farms**  
**Certificated Irrigation Water Rights**

<u>Application No.</u>	<u>Certificate No.</u>	<u>C.F.S.</u>
25941	9104	2.005
28024	9123	4.000
25948	9109	4.902
29257	9129	3.561
29258	9130	2.000
28025	9124	3.120
25945	9106	5.124
31080	9139	2.000
31081	9140	2.000
31082	9141	2.000
27448	9148	3.342
30343	9134	4.000
25947	9108	4.991
26748	9121	2.700
29003	8687	2.700
30344	9135	4.000
25946	9107	5.525
25652	8681	6.000
25653	8682	5.790
25654	8683	6.000
25944	9105	5.169
30591	9589	0.284
30596	9593	0.214
25655	8751	6.000
25949	9110	5.347

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
 DATE: 02/10/1999 TIME: 08:43 PAGE #: 0066 OF 0070 DOC #: 1999 987

Description of Water Applications and Certificates

<u>Application No.</u>	<u>Certificate No.</u>	<u>C.F.S.</u>
25656	8684	6.000
25658	8685	6.000
30590	9588	0.726
25951	9112	4.456
25657	8752	6.000
25659	8686	5.790
25950	9111	5.347
29663	8923	6.000
24434	7757	5.400
25927	9103	5.557
39589	10360	1.000
39590	10361	6.000
27447	9122	5.392
25926	9102	6.000
26645	9120	5.828
30593	9590	0.593
30594	9591	0.172
26947	8825	1.000
30597	9594	6.000
28526	9128	5.621
30592	9615	0.379
30595	9592	1.130
42596	10362	1.009
42597	10363	4.656
34003	9601	5.793

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0067 OF 0070 DOC #: 1999 987

Description of Water Applications and Certificates

<u>Application No.</u>	<u>Certificate No.</u>	<u>C.F.S.</u>
33998	9597	1.406
35432	9612	3.000
36319 (abrogated by 61861-T)	10359	4.501
34002	9600	5.680
31141	9145	1.098
31142	9146	0.653
34006	9603	3.000
34001	9599	5.392
34007	9605	3.000
34000	9598	6.000
34005	9602	2.629
31138	9142	0.475
31140	9144	0.880
34008	9610	3.000
45712	13271	2.000
55111	13848	3.253
55112	13849	2.000
49321	12803	2.807

HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0068 OF 0070 DOC #: 1999 987



Description of Water Applications and Certificates

**Winnemucca Farms  
Certificated Industrial, Fire Protection, & Irrigation Water Rights  
at the Processing Plant**

<u>Application No.</u>	<u>Certificate No.</u>	<u>C.F.S.</u>
26633 (Industrial)	8908	0.272
27449 (Industrial)	9792	1.430
27685 (Irrigation)	10445	1.430
33997 (Fire Protection)	9596	2.000
36313 (Irrigation)	10454	1.430

63135-T (abrogates  
portion of 33997)

63136-T (abrogates  
portion of 27449)

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HUMBOLDT COUNTY, NV, MARY ANN HAMMOND - RECORDER\* BY: WESTERN TITLE CO  
DATE: 02/10/1999 TIME: 08:43 PAGE #: 0070 OF 0070 DOC #: 1999 987