

RECORDING REQUESTED BY:  
K.D.F., a Kansas general partnership

AND WHEN RECORDED, MAIL TO:  
K.D.F.  
c/o Lewis, Rice & Fingersh  
1100 Corporate Woods, Bldg. 40  
9401 Indian Creek Parkway  
P.O. Box 25550  
Overland Park, KS 66225

Attention: Alan Keith

K-41725  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND DEED OF TRUST AND ASSIGNMENT OF RENTS

This Agreement, made this 14th day of October, 1989, between Manna Pro Corporation, a California corporation ("Debtor") whose address is P.O. Box 92959, Worldway Station, Los Angeles, California 90009-2959; Ticor Title Insurance Company of California ("Trustee") whose address is 300 South Grand Avenue, Los Angeles, California 90071; and K.D.F., a Kansas general partnership ("KDF"), whose address is c/o Reimer & Koger Associates, Inc., P.O. Box 893, 8500 W. 63rd Street, Shawnee Mission, Kansas 66201;

WITNESSETH: That Debtor GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE; that certain real property not used for agricultural, timber or grazing purposes, described in Exhibit A attached hereto and made a part hereof as if fully set forth herein together with, (a) all of the buildings, improvements and structures, all building equipment, fixtures, machinery and other personal property of Debtor now or at any time hereafter standing or located on or used or adapted for use in connection with the land described in Exhibit A and all additions, accessions and improvements thereto and replacements thereof, all of which shall be deemed to be realty; (b) all and singular the rights, members, privileges, rights of way, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water rights and all right, title and interest of Debtor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land; (c) all reversions, remainders, rents, income, proceeds and profits therefrom or leases thereof; and (d) all awards hereafter made for any taking thereof or injury thereto through eminent domain or casualty or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefit of KDF, all of which awards, damages, premiums and payments are hereby assigned to KDF and may be at any time collected by it (all of the above hereinafter collectively called the "Premises").

SUBJECT, HOWEVER, TO The lien, operation and effect of the Deed of Trust (the "First Trust Deed") dated January 31, 1986 from Borrower, as Grantor, to Ticor Title Insurance Company of California, Trustee, for the benefit of Heller Financial, Inc., a Delaware corporation ("Heller"), securing a note and all agreements and documents evidencing and securing the note, as amended from time to time (hereinafter collectively called the "First Note"), which First Note is in the original principal amount of Sixty Million Dollars (\$60,000,000.00) which First Deed of Trust is a prior lien upon the Premises and is recorded in the Real Estate Records of Klamath County, Oregon, in Book M78 at page 22014.

This Agreement is entered into for the purpose of securing: (a) all present and future obligations and indebtedness of Debtor up to a total amount of \$16,500,000.00 including future advances as provided in Paragraph 30 below arising under the various financing arrangements between Debtor and KDF including, without limitation, that certain Letter Agreement dated September 25, 1989, Loan and Security Agreement dated as of September 25, 1989, that certain Promissory Note dated September 25, 1989, in the original principal sum of \$4,000,000.00 and that certain Senior Note in the original principal sum of \$12,500,000.00 dated January 31, 1986, (the Letter Agreement, Loan and Security Agreement, Promissory Note and Senior Note are collectively called the "Note") with interest thereon as specified in the Note and any renewals, extensions or modifications of any of the foregoing; (b) the prompt payment of all existing and hereafter arising indebtedness with interest thereon, and any further sum or sums for which Debtor may hereafter become indebted to KDF hereunder, under the Note or otherwise, and any renewals, extensions or modifications thereof; and (c) the performance of the covenants, conditions and agreements contained in this Agreement, the Note or any other agreements now or hereafter existing between Debtor and KDF (all of such indebtedness and obligations are hereinafter collectively called the "Indebtedness").

To protect the security of this Agreement, Debtor agrees as follows:

1. Warranty of Title. Debtor represents that it is the owner of and has good and merchantable title in fee simple to the Premises, and is lawfully seized and possessed of an indefeasible estate in fee simple in the Premises and has good right, full power and lawful authority in law and equity to convey, mortgage and encumber the same by way of this Agreement; that the same is free and clear of all liens, charges and encumbrances except for the First Trust Deed and those approved by or acceptable to KDF as disclosed in the title insurance policy provided to KDF; that the lien created by this Agreement is a second lien and encumbrance on the Premises; and that the Debtor will warrant and forever defend the title thereto. This Agreement shall also convey

title to any portion or all of the Premises which is acquired after the execution hereof.

2. Payment and Compliance. Debtor shall pay the Indebtedness as and when due, and shall comply with and perform all of its obligations under the Note and this Agreement.

3. Maintenance, Repair and Prior Liens. Debtor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises that may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens, charges or encumbrances or claims therefore, collectively called "Liens", not expressly subordinated to the lien hereof, subject, however, to the rights of Heller and of Debtor as set forth in Paragraph 4 below and, in the case of liens securing special assessments and charges, subject to Paragraph 5 below; (d) immediately pay when due indebtedness that may be secured by a Lien or charge on the Premises on a parity with or superior to this Agreement, and upon request exhibit satisfactory evidence of the discharge of such lien to KDF except all indebtedness to Heller shall be paid in accordance with its terms; (e) complete within a reasonable time any buildings or other improvements now or at any time under construction upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, order and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no material alterations in the Premises without KDF's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without KDF's prior written consent; and (i) observe and comply with all conditions and requirements necessary to preserve and extend all rights, licenses, permits (including, without limitation, zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises.

4. Right to Contest. Notwithstanding anything in this Agreement to the contrary, Debtor may, in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to this Agreement, and defer payment and discharge thereof during the pending of such contest, provided: (a) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (b) that, within ten days after Debtor has been notified of the assertion of such Lien, Debtor shall have notified KDF in writing of Debtor's intention to contest such Lien (Debtor has no duty to notify KDF with respect to liens for taxes not yet due and payable until and unless payment of such taxes has become delinquent; and (c)

Debtor shall give KDF such assurances as KDF, in its reasonable discretion, deems necessary under the circumstances.

5. Payment of Taxes. Debtor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to KDF copies of receipts therefor within thirty (30) days following the date of payment. Debtor shall pay in full "under protest" in the manner provided by law, any tax or assessment that Debtor may desire to contest.

6. Protection of Premises. At all times, Debtor shall appear in and defend any suit, action or proceeding that might in any way in the sole but reasonable judgment of KDF materially and adversely affect the title to or value of the Premises, the priority of this Agreement or the rights and powers of KDF hereunder or under any document given at any time to secure the Indebtedness. Debtor shall, at all times, indemnify, hold harmless and reimburse KDF on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of, or incurred in connection with, any such suit, action or proceeding and the sum of such expenditures shall be secured by this Agreement, and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

7. Insurance. Debtor shall at all times keep the Premises insured against loss or damage by fire on a standard "all risks" basis and against such other hazards as may reasonably be required by KDF, including without limiting the generality of the foregoing, flood insurance whenever same is available and, in the opinion of KDF, such protection is necessary. Debtor shall also provide liability insurance coverages (with KDF as an additional insured thereunder) with personal injury and property damage limits recognized as adequate by other prudent owners and users of similar properties. All policies of insurance to be furnished hereunder shall be in forms, with companies and in amounts satisfactory to KDF and shall include agreed amount and full replacement cost endorsements and loss payable endorsements acceptable to KDF showing KDF as loss payee. All policies of insurance shall be held by KDF as part of the security for the Indebtedness, subject to the prior rights of the holder of the First Note, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing such policies of insurance in the foreclosure notice, sale, deed or other proceedings in consummation of such foreclosure. All policies shall also contain an agreement of the issuer requiring that the coverages evidenced thereby may not be cancelled, terminated or modified without at least thirty (30) days prior written notice to KDF. Debtor shall deliver all original policies, including additional and renewal

policies, to KDF and, in the case of insurance about to expire, shall deliver renewal policies not less than twenty (20) days prior to their respective dates of expiration if not required to be delivered to the holder of the First Note.

Debtor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Agreement unless such policies of insurance include loss payable endorsements acceptable to KDF showing KDF as loss payee. Debtor shall immediately notify KDF whenever any such separate insurance is taken out and shall promptly deliver to KDF the original policy or policies of such insurance. In the event of a foreclosure under this Agreement, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to KDF, transferee or purchaser, as the case may be.

Debtor agrees to give KDF notice in writing of any material damage to the Premises within ten (10) days after the occurrence of any such damage.

8. Insurance Proceeds. Subject to the provisions of the First Trust Deed, in case of loss or damage by fire or other casualty, KDF is authorized: (a) to settle and adjust any claim under insurance policies that insure against such risks; or (b) to allow Debtor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, subject to the right of the holder of the First Note to receive the same pursuant to the provisions of the First Trust Deed, KDF is authorized to collect and receive any such insurance proceeds. Such insurance proceeds may, at the option of KDF and upon the approval of the holder of the First Note: (c) be applied in reduction of the Indebtedness, whether due or not; or (d) be held by KDF and applied to pay for the cost of repair, rebuilding or restoration of the buildings and other improvements on the Premises. If KDF and the holder of the First Note elect to make such proceeds available to reimburse Debtor or any lessee for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, such proceeds shall be made available in the manner and under the conditions that KDF and the holder of the First Note may require. If the proceeds are made available for repair, rebuilding or restoration, the buildings and other improvements shall be repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the building and other improvements may reasonably be expected to exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), then KDF must approve plans and specifications of such work before such work shall be commenced. If the proceeds made available exceed the cost of repair, rebuilding and restoration, any excess shall, at the option of KDF and subject to the right of the holder of the First Note to receive the same pursuant to the provisions of the



First Trust Deed, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of KDF.

9. Stamp Tax and Changes in Taxation. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over Debtor, any tax is due or becomes due in respect of the issuance of the Note or the creation or recording of this Deed of Trust, Debtor covenants and agrees to pay such tax in the manner required by any such law. Debtor further covenants to reimburse KDF for any sums that KDF may expend by reason of the imposition of any tax on the issuance of the Note or the creation or recording of this Deed of Trust. In the event that any law is enacted by the state in which the Premises are situated, after the date of this Agreement, deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing any liability upon KDF, in respect of the Indebtedness secured hereby, or changing in any way the laws now in force for taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Agreement, Debtor shall pay such obligations imposed on KDF thereby or reimburse KDF therefor and in the event Debtor fails to pay such obligation or to reimburse KDF therefor, the Indebtedness shall, at the option of KDF, become immediately due and payable. Notwithstanding the foregoing, Debtor shall not be responsible for any tax liability of KDF attributable to or arising from income realized by KDF as a result of its financing arrangements with Debtor.

10. Assignment of Rents. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Debtor hereby assigns to KDF all of Debtor's right, title and interest in all rents, issues and profits of the Premises, including all present and future leases of the Premises, all subject to the rights of the holder of the First Note. Debtor shall deliver to KDF true and complete copies of all present and future leases of the Premises.

Subject to any agreements with Heller, Debtor will not, without KDF's prior written consent: (a) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness; (b) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (c) make any lease of the Premises.

Debtor at its sole cost and expense will: (d) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord to be kept and performed; (e) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Debtor shall not modify, amend, cancel, terminate or accept surrender of any lease

without the prior written consent of KDF; (f) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (g) transfer and assign or cause to be separately transferred and assigned to KDF, upon written request of KDF, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to KDF upon demand, any and all instruments required to effectuate said assignment; (h) furnish KDF, within ten (10) days after a request by KDF, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (i) exercise within five days of any demand therefor by KDF any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Agreement or in any other documents relating to the loan secured hereby shall be construed to obligate KDF, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to KDF or to pay any sum of money or damages therein provided to be paid by the landlord.

11. Debtor and Lien Not Released. From time to time KDF may, at its option, without giving notice to or obtaining the consent of Debtor or the consent of any junior lien holder, guarantor or tenant, without liability on KDF's part and notwithstanding Debtor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Agreement any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Debtor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by KDF pursuant to the terms of this Paragraph shall not impair or affect: (j) the obligation of Debtor to pay any sums at any time secured by this Agreement and to observe all of the covenants, agreements and conditions herein contained; (k) the guaranty of any individual or legal entity for payment of the Indebtedness; or (l) the lien or priority of this Agreement with respect to the Premises.

12. KDF's Performance of Defaulted Acts. In the event Debtor defaults in its obligations under this Agreement, KDF may, but need not, make any payment or perform any act herein required

of Debtor in any form and manner KDF deems expedient, and may, but need not do any of the following: make full or partial payments of principal or interest on prior encumbrances; purchase, discharge, compromise or settle any tax lien or other prior lien to title or claims thereof; redeem from any tax sale or forfeiture affecting the Premises; contest any tax or assessment; or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by KDF in regard to any tax payments or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of KDF shall never be considered as a waiver of any right accruing to it on account of any default on the part of Debtor. KDF in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted.

13. Partial Reconveyance. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of KDF and presentation of this Agreement and the Note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Agreement upon the remainder of the Premises: reconvey any part of the Premises; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

14. Full Reconveyance. Upon receipt of written request from KDF for cancellation of this Deed of Trust and upon payment of its fees, the Trustee shall reconvey without warranty the Premises. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

15. Acceleration of Indebtedness in Case of Default. Upon the occurrence of any of the following events but subject to any applicable cure periods provided in the Note, the whole of the Indebtedness shall, at KDF's option, become immediately due and payable: (a) Debtor defaults in the due and punctual payment of the Indebtedness including principal or interest on the Note or any other payment due in accordance with the terms of this Agreement or the Note; (b) an event of default occurs under the Note



or the First Note; (c) Debtor defaults in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by Debtor under the Note or the First Note; (d) upon any change in ownership or further encumbrance of the Premises or any part thereof, either voluntarily, by operation of law or otherwise, without the prior written consent of KDF; or (e) Debtor defaults in the due and punctual payment of any payment due under the terms of the First Note. If KDF shall be entitled to accelerate the maturity of the Indebtedness at the same time that any insurance proceeds or condemnation awards are held by or for KDF to reimburse Debtor or any lessee for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, then and in such event, KDF shall be entitled to apply all such insurance proceeds and condemnation awards in reduction of the Indebtedness, and any excess over the amount of the Indebtedness shall be paid to Debtor or any party entitled thereto, without interest, as the same appear on the records of KDF.

16. Notice of Default and Sale. When the Indebtedness or any part thereof becomes due, whether by acceleration or otherwise, KDF shall have a right to foreclose this Agreement by advertisement and sale, or by judicial foreclosure or other lawful procedure. If KDF elects to foreclose this Agreement by advertisement and sale, KDF shall deliver to Trustee a written notice of default and election to cause the Premises to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Agreement and the Note and all other documents evidencing any expenditure secured by this Agreement. To the fullest extent permitted by law, KDF shall be entitled to a deficiency judgment in the event proceeds of sales are insufficient to pay all amounts secured by this Agreement.

Subject to and in accordance with all requirements of law, following recordation of such notice of default, Trustee shall sell the Premises at such time and at such place in the state where the Premises are located as the Trustee, in accordance with applicable law and in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law.

Trustee may postpone sale of all, or any portion, of the Premises by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

Any person, including Debtor or KDF may purchase at such sale. The recitals in any deed from trustee of any matters or facts shall be conclusive proof of the truthfulness thereof.

17. Notice to Debtor. Debtor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

18. Expenses and Application of Proceeds. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, KDF shall have the right to deliver a written declaration of default and demand for sale to Trustee or to commence other appropriate proceedings to foreclose this Agreement. The costs and expenses of any Trustee's sale or other foreclosure proceedings shall include all reasonable expenditures and expenses that may be paid or incurred by or on behalf of KDF or Trustee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs of procuring abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as KDF or Trustee may deem reasonably necessary either to prosecute such sale or civil action or to evidence to bidders at any sale that may be had the true condition of the title of, or the value of, the Premises. All reasonable expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of this Agreement, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Debtor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Agreement. In case of any suit or action to enforce provisions of this Agreement, attorneys' fees and costs recoverable by Beneficiary or Trustee shall include all such fees and costs at trial and in all appellate proceedings. The proceeds of any sale of the Premises by Trustee or through other foreclosure proceedings shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the Trustee's sale or foreclosure proceedings, including all such items as are mentioned in this Paragraph; second, to all other items that may under the terms hereof constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, to all principal and interest remaining unpaid on the Note; and fourth, to any party entitled thereto as their rights may appear.

19. Receiver. Notwithstanding the assignment of rents herein, KDF shall have the right, either before or after the occurrence of any event of default, to collect and retain such rents, issues and profits as they become due and payable subject to the rights of the holder of the First Note. After the occurrence of any event of default, KDF may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of the Premises or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the Indebtedness, in such order as KDF

may determine subject to the rights of the holder of the First Note. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Upon, or at any time after, the commencement of an action to foreclose this Agreement, the court in which such action was commenced may, upon request of KDF, appoint a receiver of the Premises either before or after foreclosure sale, without notice to Debtor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and without regard to the sufficiency of the security for the Indebtedness; and KDF or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Debtor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and shall have all other powers that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Agreement, or any tax, special assessment or other lien that may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; or (b) the deficiency in case of sale and deficiency. Debtor hereby waives the right to require a receiver to post a bond.

20. Rights Cumulative. Each right, power and remedy conferred upon KDF by this Agreement and by the Note and all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by KDF. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of, or discontinuance by, KDF in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

21. Inspection. Debtor shall, upon KDF's request, give KDF access to and permit it to inspect and examine the Premises and any books and records relating thereto.
22. Condemnation. Debtor hereby assigns, transfers and sets over unto KDF the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation subject to the rights of the holder of the First Note. KDF may elect: (a) to apply the proceeds of the award or claim upon or in reduction of the Indebtedness, whether due or not; or (b) to make those proceeds available to Debtor or any lessee for repair, restoration or rebuilding of the Premises, in the manner and under the conditions that KDF may require. If the proceeds are made available for repair, restoration or rebuilding, the buildings and improvements shall be repaired, restored or rebuilt in accordance with plans and specifications to be submitted to and approved by KDF. If the proceeds are made available by KDF, any surplus that may remain out of said award after payment of such cost of repair, rebuilding and restoration shall, at the option of KDF, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of KDF.
23. Giving of Notice. Any notice that either party may desire or be required to give to the other party shall be in writing and mailed by first class U.S. mail postage prepaid or personally delivered by hand or by courier addressed to Debtor or to KDF, as the case may be, at the respective addresses set forth on the first page of this Agreement or at such other place as any party may by notice in writing designate as a place for service of notice.
24. Waiver of Statutory Rights. Debtor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Agreement, but hereby waives the benefit of such laws. Debtor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Debtor hereby expressly waives any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Agreement or any sale under the power of sale granted in this Deed of Trust on behalf of Debtor and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Agreement.
25. Filing and Recording Charges and Taxes. Debtor will pay all costs, fees and expenses of this trust and all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this

Agreement and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imports, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Agreement and all other documents securing the Note and all assignments thereof. Notwithstanding the foregoing, Debtor shall not be responsible for any tax liability of KDF attributable to or arising from income realized by KDF as a result of its financing arrangements with Debtor.

26. Binding Nature. This Agreement and all provisions hereof shall inure to the benefit of KDF, its successors and assigns and shall extend to and be binding upon Debtor, its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Debtor. The word "Debtor" when used herein shall include all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Agreement.

27. Severability and Applicable Law. In the event one or more of the provisions contained in this Agreement or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, the Note or any other document, and this Agreement, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Agreement is to be construed in accordance with and governed by the laws of the State in which the Premises are situated.

28. Estoppel Certificate. Debtor within fifteen (15) days after mailing of a written request by KDF, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.

29. Non-Joinder of Tenant. After an event of default, KDF shall have the right and option to commence a civil action to foreclose the lien of this Agreement and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Debtor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.



30. Future Advances. In addition to all other indebtedness secured by this Agreement, this Agreement shall also secure, and constitute a lien upon the Premises for, all future advances or additional sums advanced by the then holder of the Note secured hereby to or for the benefit of Debtor, whether such advances are obligatory or are made at the option of KDF, or otherwise, at any time within twenty (20) years from the date of this Agreement, with interest thereon at the rate agreed upon at the time of each additional loan or advance. Such sums, if any, shall be equally secured with and have the same priority as the original indebtedness secured hereby, and shall be subject to all of the terms and provisions of this Agreement, whether or not such additional loan or advance is evidenced by a promissory note, and whether or not identified by a recital that it is secured by this Agreement. The total amount of the Indebtedness may increase or decrease from time to time, but the total unpaid balance of such indebtedness secured at any one time by this Agreement shall not exceed the sum of Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Premises, with interest on such disbursements, and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate KDF to make any additional loans or advances. Any such additional note or notes executed and delivered pursuant to this future advance provision shall be included in the term "Note" wherever it appears in this Agreement.

31. Acceptance and Resignation. Trustee accepts these Trusts when this Agreement, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to Debtor and KDF.

32. No Duty of Trustee to Give Notice. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Debtor, KDF and/or Trustee shall be named as defendant, unless brought by Trustee.

33. Successor Trustee. KDF may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by KDF, and recorded in the Office of the County Recorder of the County or Counties wherein the Premises are located, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee.

34. The First Deed of Trust. The Debtor shall observe and perform all of the covenants, terms and conditions of the First

Trust Deed and the First Note on the part of Debtor to be kept, observed and performed and will immediately notify KDF in writing, of the receipt of any notice claiming a default under the First Trust Deed or the First Note and shall promptly forward to KDF a copy of any written notice of such default received by Debtor. If KDF or any other person shall cure any default by Debtor under the First Trust Deed or the First Note, such shall not operate or be construed to cure or waive the default by Debtor under this paragraph.

35. Priority of First Trust Deed. This Deed of Trust and Assignment of Rents is subject to all of the terms and provisions of the First Trust Deed, including, without limitation Heller's right to maintain first lien priority with regard to future advances whether obligatory or optional. The rights of KDF however, are further subject to and governed by that certain Intercreditors Agreement, dated as of September 25, 1989, by and between KDF and Heller and that certain Amended and Restated Subordination Agreement, dated as of September 25, 1989, by and between Heller, KDF and Debtor.

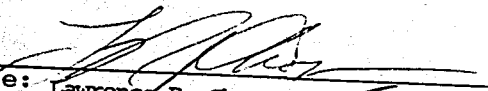
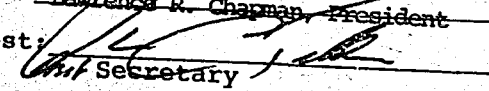
36. Commercial Trust Deed. Debtor warrants that this Agreement is and will at all times constitute a commercial trust deed (as that term is defined in ORS 86.770).

[The remainder of this page left intentionally blank]

18834

IN WITNESS WHEREOF, Debtor has executed this instrument to be effective as of the day and year first above written.

MANNA PRO CORPORATION

By:   
Title: Lawrence R. Chapman, President  
Attest:   
Secretary  
James C. Tilden

STATE OF Missouri )  
COUNTY OF Jackson ) SS.

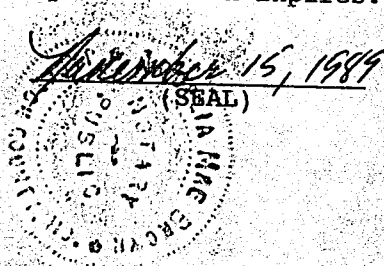
## ACKNOWLEDGMENT

I, Ardelia Mae Brown, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Lawrence R. Chapman, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Manna Pro Corporation, and James C. Tilden, personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary of said Corporation they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 4<sup>th</sup> day of October, 1989.

Ardelia Mae Brown  
Notary Public

My Commission Expires:



ARDELIA MAE BROWN  
JACKSON COUNTY, MISSOURI  
MY COMMISSION EXPIRES NOV. 15, 1989

EXHIBIT "A"

(LEGAL DESCRIPTION)

KLAMATH FALLS, KLAMATH COUNTY, OREGON

A tract of land situated in Lot 2, Block 3, Tract 1080, Washburn Park, a duly recorded plat, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly right of way line of Washburn Way, said point being S. 00°03'30" W. a distance of 314.74 feet from the Northwest corner of said Lot 2; thence S. 89°56'30" E. 400.00 feet to the Easterly line of said Lot 2; thence along said Easterly line S. 00°03'30" W. 185.00 feet; thence N. 89°56'30" W. 400.03 feet to the Easterly right of way line of said Washburn Way; thence along said right of way line, N. 00°04'50" E. 60.39 feet and N. 00°03'30" E. 124.61 feet to the point of beginning, containing 74,000.00 square feet with bearings based on Tract 1080-Washburn Park, Klamath County, Oregon.

Subject to covenants, restrictions, reservations, and easements of record, if any.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co. the 5th day  
of Oct. A.D., 19 89 at 11:43 o'clock A. M., and duly recorded in Vol. M89,  
of Mortgages on Page 18819.

FEE \$93.00

Evelyn Biehn County Clerk

By Pauline Muckler