

5573

TRUST DEED
LINE OF CREDIT INSTRUMENT

Vol. 195 Page 23824

THIS TRUST DEED, made this 31 day of August, 1995, between
Tuscarora Gas Transmission Company, a Nevada general partnership
6100 Neil Road (P.O. Box 30057) Reno, Nevada 89520-3057
Chicago Title Insurance Company of Oregon, an Oregon corporation, as Grantor,
TCPL Ireland Financial Services, a corporation incorporated under as Trustee, and
the laws of Ireland

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
KLAMATH County, Oregon, described as:

All of Trustor's estate, title, right or interest, property or claim, whether now
 owned or hereafter acquired, in all easements and/or rights of way, having a center
 line located on or about the line shown on the legal survey attached hereto as
 Exhibit "A," and hereby incorporated by reference herein.

See Rider to Deed of Trust for additional terms and conditions to this
 Deed of Trust.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now
 or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with
 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum
 of One Hundred and Twenty-Two Million, Five Hundred Thousand Dollars (\$122,500,000.00)

Dollars, with interest thereon according to the terms of a promissory
 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
 not sooner paid, to be due and payable December 1, 1995

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note
 becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-
 provement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,
 damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary
 so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and
 to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching
 agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or
 damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$
 written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the benefi-
 ciary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary
 at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-
 cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon
 any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected,
 or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-
 under or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or
 assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and
 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,
 liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-
 ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note
 secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of
 the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,
 with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are
 bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice,
 and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and pay-
 able and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the
 trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee;
 and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,
 to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees
 mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of
 the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-
 torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, benefi-
 ciary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank,
 trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company autho-
 rized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow
 agent licensed under ORS 696.505 to 696.325.

TRUST DEED

Tuscarora Gas Transmission Company
6100 Neil Road, (P.O. Box 30057)
Reno, Nevada 89520-3057

Grantor

TCPL Ireland Financial Services
Anderson House, 1 Harbour Master Place
Dublin 1, Ireland

Beneficiary

After Recording Return to (Name, Address, Zip):

Bryan M. Williams, Esq.
Lionel Sawyer & Collins
300 South Fourth Street, #1700
Las Vegas, Nevada. 89110

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,
 County of KLAMATH } ss.

I certify that the within instrument
 was received for record on the day
 of , 1995, at
 o'clock M., and recorded in
 book/ /volume No. on page
 and/or as fee/file/instru-
 ment/microfilm/reception No. .
 Record of of said County.

Witness my hand and seal of
 County attixed.

NAME

TITLE

By , Deputy

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary 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 hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

TUSCARORA GAS TRANSMISSION COMPANY

By: its partners

TUSCARORA GAS PIPELINE COMPANY

By:

TCPL TUSCARORA, LTD.

By: Michael Durain President

By: Alison Love Secretary

Province of Alberta, STATE OF OREGON, County of CLATSOP, ss.

Canada

This instrument was acknowledged before me on August 31, 1995,

by

This instrument was acknowledged before me on August 31, 1995,

by

Michael Durain and Alison Love

as

President and Secretary, respectively

of

TCPL Tuscarora Ltd.

Graham R. Bennett
Notary Public for Oregon
REGISTERED SOLICITOR
The Queen

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THIS NOTE which it secures.
Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

23826

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary 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 hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and the obligation to foreclose this trust deed in the manner provided in ORS 86.755 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

TUSCARORA GAS TRANSMISSION COMPANY

By its partners

TUSCARORA GAS PIPELINE COMPANY

By Gerald Canning, President

TGPL TUSCARORA, LTD.

By: WASHO ISS:

STATE OF NEVADA, County of WASHOE ss.

This instrument was acknowledged before me on August 31, 1995, 19.....

by Gerald Canning, 19.....

as President

of Tuscarora Gas Pipeline Co.



JOHN J. GEZELIN

Notary Public - State of Nevada

Appointment Recorded in Washoe County

MY APPOINTMENT EXPIRES SEPT. 27, 1997

My commission expires

Notary Public for WASHOE NEVADA

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

My commission expires

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: 19.....

Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
Both must be delivered to the trustee for cancellation before
reconveyance will be made.

Beneficiary

23828

**RIDER TO DEED OF TRUST
LETTER OF CREDIT INSTRUMENT**

This Rider consisting of 3 pages is attached to and forms a part of that certain Short Form Deed of Trust and Assignment of Rents (the "Deed of Trust") by Tuscarora Gas Transmission Company, a Nevada general partnership, as Trustor, to Chicago Title Insurance Company of Oregon, an Oregon corporation, as Trustee, and TCPL Ireland Financial Services, a corporation incorporated under the laws of Ireland, as Beneficiary. In the event of any conflict between this Rider and the Deed of Trust to which it is attached, the provisions of this Rider shall control.

1. The loan agreement ("Loan Agreement") dated as of June 16, 1995 among Trustor, Beneficiary, Tuscarora Gas Pipeline Company, a Nevada corporation ("TGPC"), and TCPL Tuscarora Ltd., a Delaware corporation ("TTL") (Trustor, Beneficiary, TGPC, and TTL collectively, the "Loan Parties"), the promissory note(s) ("Promissory Note") executed pursuant to the Loan Agreement by Trustor, the security and pledge agreement among the Loan Parties, dated as of June 16, 1995, ("Security and Pledge Agreement") (the Loan Agreement, Promissory Note and the Security and Pledge Agreement collectively, the "Loan Documents") are hereby incorporated by reference herein. In the event any applicable provision of the Loan Documents conflict with any provision(s) of this Deed of Trust, the provisions of the Loan Documents shall prevail, to the extent permitted by applicable law.

2. Any default under the Loan Documents shall constitute a default under the Deed of Trust ("Default").

3. This Deed of Trust secures the obligations of Trustor under the Loan Documents and this Deed of Trust. The Loan Agreement provides, among other things, for borrowings from time to time after the effective date of the Loan Agreement, up to the aggregate principal amount of One Hundred and Twenty-two Million, Five Hundred Thousand Dollars (\$122,500,000.00) ("Maximum Loan Amount"). Accordingly, this Deed of Trust secures future advances up to the Maximum Loan Amount. The Maximum Loan Amount to be secured by this Deed of Trust may increase or decrease from time to time by amendment of this Deed of Trust.

4. Upon the occurrence and during a continuance of a Default, the Trustor irrevocably makes, constitutes and appoints each of the Trustee and the Beneficiary (with full power of substitution) as the true and lawful attorney-in-fact of the Trustor, each with the right, power and authority to execute and deliver, following a Default hereunder, for Trustor and in Trustor's name and stead, all bills of sale, assignments, releases, and applications to the Bureau of Land Management ("BLM") for assignment of any right of way granted by the BLM pursuant to the

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Mineral Leasing Act of 1920, as amended ("MLA Right-of-Way") to Beneficiary or to any person designated by Beneficiary, and any other instruments Trustee or Beneficiary may deem necessary to effect the sale, assignment, transfer or delivery of such MLA Right of Way, to perfect the security interest therein, to preserve the priority thereof or to carry out the provisions of this Deed of Trust, and to perform each and every act or thing whatsoever which may be necessary or appropriate in connection therewith, and Trustor hereby ratifies all that Trustee or Beneficiary shall lawfully do or cause to be done by virtue of this appointment. This power of attorney is a power coupled with an interest and is irrevocable. Without limiting the effect of the foregoing power of attorney, Trustor hereby agrees to the assignment of the MLA Right of Way to Beneficiary or to any person designated by Beneficiary. The foregoing statement may be relied upon by BLM in satisfaction of the requirements of Paragraph .42F1b of the BLM Manual (§2801 - Rights-of-Way Management).

5. This Deed of Trust covers goods which are or are to become fixtures, and shall constitute a security agreement and financing statement filed as a fixture filing to be recorded in the real estate records under the Uniform Commercial Code as enacted in Oregon.

6. Trustor shall cooperate in good faith and shall deliver any further instruments or documents in writing which may be reasonably necessary or appropriate to implement, assure or confirm all the terms and conditions of this Rider and/or the Deed of Trust whenever occasion shall arise and a request for such instrument shall be made in writing by Trustee or Beneficiary, as the case may be.

7. This Rider may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Rider.

IN WITNESS WHEREOF, the Trustor has executed this Rider concurrently with the Deed of Trust to which it is attached.

TRUSTOR:

Tuscarora Gas Transmission Company, a
Nevada general partnership
by its partners

Tuscarora Gas Pipeline Company

By: _____

Its: _____

23830

TCPL Tuscarora Ltd.

By: Michael DarninIts: PresidentBy: Alison HoweIts: Secretary

~~State of Oregon~~
~~Province of Alberta, Canada~~
~~County of Klamath~~) ss.

This instrument was acknowledged before me on
August 31, 1995 by Michael Darnin (name(s) of
 person(s)) and Alison Howe as President and (type
 of authority, s.g., officer, trustee, etc.) Secretary, respectively
 of TCPL Tuscarora Ltd (name of party on behalf of whom
 instrument was executed) _____.



NOTARY G.R.B.
 GRAHAM R. BENNETT
 BARRISTER & SOLICITOR

(Title and Rank)

(My commission expires: at the pleasure
 of Her Majesty the Queen.)

When recorded, mail to:

LIONEL SAWYER & COLLINS
 ATTN: BRYAN M. WILLIAMS
 1700 BANK OF AMERICA PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101

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Mineral Leasing Act of 1920, as amended ("MLA Right-of-Way") to Beneficiary or to any person designated by Beneficiary, and any other instruments Trustee or Beneficiary may deem necessary to effect the sale, assignment, transfer or delivery of such MLA Right of Way, to perfect the security interest therein, to preserve the priority thereof or to carry out the provisions of this Deed of Trust, and to perform each and every act or thing whatsoever which may be necessary or appropriate in connection therewith, and Trustor hereby ratifies all that Trustee or Beneficiary shall lawfully do or cause to be done by virtue of this appointment. This power of attorney is a power coupled with an interest and is irrevocable. Without limiting the effect of the foregoing power of attorney, Trustor hereby agrees to the assignment of the MLA Right of Way to Beneficiary or to any person designated by Beneficiary. The foregoing statement may be relied upon by BLM in satisfaction of the requirements of Paragraph .42F1b of the BLM Manual (\$2801 - Rights-of-Way Management).

5. This Deed of Trust covers goods which are or are to become fixtures, and shall constitute a security agreement and financing statement filed as a fixture filing to be recorded in the real estate records under the Uniform Commercial Code as enacted in Oregon.

6. Trustor shall cooperate in good faith and shall deliver any further instruments or documents in writing which may be reasonably necessary or appropriate to implement, assure or confirm all the terms and conditions of this Rider and/or the Deed of Trust whenever occasion shall arise and a request for such instrument shall be made in writing by Trustee or Beneficiary, as the case may be.

7. This Rider may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Rider.

IN WITNESS WHEREOF, the Trustor has executed this Rider concurrently with the Deed of Trust to which it is attached.

TRUSTOR:

Tuscarora Gas Transmission Company, a
Nevada general partnership
by its partners

Tuscarora Gas Pipeline Company

By: Lionel Sawyer

Its: President

23832

TCPL Tuscarora Ltd.

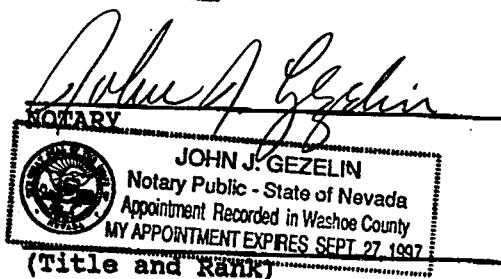
By: _____

Its: _____

Nevada
 State of ~~Oregon~~)
 Washoe) ss.
 County of ~~Maricopa~~)

This instrument was acknowledged before me on
 August 31, 1995 by Gerald Canning (name(s) of
 person(s)) as President (type
 of authority, e.g., officer, trustee, etc.)
 of Tuscarora Gas Pipeline Co. (name of party on behalf of whom
 instrument was executed)

[Seal]



(My commission expires: _____)

When recorded, mail to:

LIONEL SAWYER & COLLINS
 ATTN: BRYAN M. WILLIAMS
 1700 BANK OF AMERICA PLAZA
 300 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101

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EXHIBIT "A"

OWNERSHIP TABLE:

TRACT NO.	NAME	PROPERTY IDENTIFICATION NO.
K0010	Pacific Gas Transmission	4112-011-0300
K0011.CR	County Road 1183 (Malin Loop Road)	N/A
K0020	David A. Camper & Robyn A. Camper	4112-011-0900
K0021.WW	High Line Canal	N/A
K0030	Walter H. Stastny	4112-011-1100
K0040.01	O' Keefe Family Trust Henry J. O'Keefe Patricia D. O'Keefe (Trustees)	4112-011-1700
K0040.02	O'Keefe Family Trust Henry J. O'Keefe Patricia D. O'Keefe (Trustees)	4112-014-0100
K0041.CR	County Road 3302	N/A
K0050	William E. Schmidli (Trustee) Rhonda Susan Keller	4112-013-0200
K0051.01	County Road 1172 (Rajnus Road)	N/A
K0060	Walter H. Stastny	4112-013-0400
K0062.WW	Low Line Canal	N/A
K0061.CR	County Road 1174 (Stastny Road)	N/A
K0070.01	Wilma Kite Richard Clark Initial Trustees of the "Woody Clark Trust"	4112-013-1000
K0070.02	Wilma Kite Richard Clark Initial Trustees of the "Woody Clark Trust"	4112-24-0400
K0070.03	Wilma Kite Richard Clark Initial Trustees of the "Woody Clark Trust"	4112-024-0500
K0070.04	Wilma Kite Richard Clark Initial Trustees of the "Woody Clark Trust"	4112-024-0600
K0090	Edwin J. Stastny, Jr.	4112-024-0900
K0091.CR	County Road 1120 (Lovenes Road)	N/A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 5th day
of _____ Sept _____ A.D., 19 95 at 10:12 o'clock A _____ M., and duly recorded in Vol. _____ M95,
of _____ Mortgages _____ on Page 23824.

FEE \$60.00/cc\$6.00

Bernetha G. Letsch, County Clerk

By  _____