

96 APR -1 P3:29

SUPPLEMENT TO TRUST DEED

DATED: February 1, 1996

FROM: J. R. SIMPLOT, as Trustee of the
J. R. SIMPLOT SELF DECLARATION
OF REVOCABLE TRUST DATED
DECEMBER 21, 1989
and J. R. SIMPLOT COMPANY
c/o J. R. Simplot Company
999 Main Street, Suite 1300
PO Box 27
Boise, Idaho 83707 "Grantor"

TO: METROPOLITAN LIFE INSURANCE
COMPANY
One Madison Avenue
New York, NY 10010 "Beneficiary"

AND: TICOR TITLE INSURANCE COMPANY
421 SW Stark Street
Portland, OR 97204 "Trustee"

W I T N E S S E T H:

WHEREAS, the Grantor has heretofore executed and delivered to the Beneficiary and the Trustee that certain Deed of Trust dated as of December 30, 1993 (herein called the "Trust Deed"), to secure payment of indebtedness owed or to be owing to the Beneficiary, including, without limitation, indebtedness evidenced by that certain promissory note of the Grantor and J. R. Simplot dated December 30, 1993, in the original principal amount of \$16,440,000, payable to the Beneficiary under which the final payment of principal and interest will be due November 1, 2008.

WHEREAS, the Trust Deed was recorded December 30, 1993, in Book 324, page 1000, Records of Deschutes County, Oregon, Book 99, page 30, Records of Lake County, Oregon, and in Volume M 93, page 35191, Records of Klamath County, Oregon.

WHEREAS, the Grantor desires to supplement the Trust Deed to include in the Property (as defined in the Trust Deed and used herein with the meaning assigned to such term therein) an additional lease and the lands covered thereby.

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

SECTION 1. REAFFIRMANCE OF THE TRUST DEED AND CONVEYANCE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS. To secure the Indebtedness (as defined in the Trust Deed and used herein with the meaning assigned to such term therein), the Grantor has conveyed to the Trustee in trust, and by these presents does convey unto the Trustee, in trust, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Property, and, in addition thereto, the Grantor has conveyed, and by these presents does convey unto the Trustee, in Trust, for the use and benefit of the Beneficiary, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following:

(1) The Grantor's leasehold interest in the real property in Lake and Klamath Counties, Oregon described on attached Exhibit A (the "Additional Leased Lands").

(2) Grantor's interest in that certain lease dated August 4, 1995, between J. R. Simplot Company, as lessee, and The Nature Conservancy, as lessor, covering the real property described on attached Exhibit A (the "New Lease") and any extensions or renewals thereof.

Grantor presently assigns to Beneficiary all of Grantor's right, title and interest in and to all rents, revenues, income, issues and profits, BUT EXCLUDING THE ANNUAL CALF CROP OR OTHER CROPS OF J. R. SIMPLOT COMPANY (the "Income") whether now or hereafter due from the Additional Leased Lands.

Grantor grants Beneficiary a security interest in the Income and the New Lease.

The property, rights and interests conveyed hereby (and which are hereby added to, and are hereafter a part of the Property) are hereinafter collectively called the "Supplemental Property" and the term Property, when used in the Trust Deed, shall be deemed to include reference to the Supplemental Property. Similarly, the term Leased Lands, when used in the Trust Deed, shall include the Additional Leased Lands, and the term Leases, when used in the Trust Deed, shall include the New Lease.

SECTION 2. WARRANTIES, COVENANTS AND AGREEMENTS. The representations, warranties, covenants and agreements contained in the Trust Deed are hereby remade by the Grantor and (together with the remedies contained in the Trust Deed) are in full force and effect as of the date hereof, and shall apply to the Supplemental Property to the same extent and with the same force and effect as if the Supplemental Property had been specifically described and referred to in the Trust Deed.

SECTION 3. MISCELLANEOUS PROVISIONS. This Supplement shall be considered as a supplement to the Trust Deed and, except as herein expressly supplemented, the Trust Deed is hereby ratified, approved and confirmed in every respect. All references to the Trust Deed in any other document shall hereafter be deemed to refer to the Trust Deed as supplemented hereby. Nothing herein shall affect the validity or priority of the lien of the Trust Deed.

IN WITNESS WHEREOF, the Grantor hereto has executed this Supplement on the day, month and year first above written.

GRANTOR:

J. R. SIMPLOT COMPANY

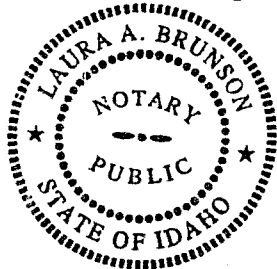
By: Stephen A. Beebe
 Stephen A. Beebe
 Its: President and CEO

J. R. Simplot
 J. R. Simplot, as Trustee of the
 J. R. Simplot Self Declaration of
 Revocable Trust dated
 December 21, 1989

STATE OF IDAHO)
) ss.
 County of Ada)

This instrument was acknowledged before me on March 26, 1996, by Stephen A. Beebe, as President and CEO of J. R. Simplot Company, a Nevada corporation.

[SEAL]

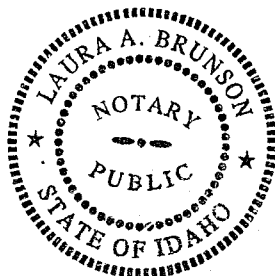


Laura A. Brunson
 Notary Public for Idaho
 My commission expires: 10/29/99

STATE OF IDAHO)
County of Ada) ss.

This instrument was acknowledged before me on March 26, 1996, by J. R. Simplot, as Trustee of the J. R. Simplot Self Declaration of Revocable Trust dated December 21, 1989.

[SEAL]



Laura A Brunson
Notary Public for Idaho
My commission expires: 10/29/99

EXHIBIT "A"

The following property situated in Lake County, Oregon:

Parcel No. 1:

Township 31 South, Range 13 East of the Willamette Meridian,

Section 23: E/2SW/4, SE/4
 Section 24: SW/4, Government Lots 3 and 4, W/2SE/4
 Section 25: W/2
 Section 26: S/2
 Section 27: SE/4
 Section 34: NE/4
 Section 36: Government Lots 1 and 2, W/2NE/4, W/2, W/2SE/4
 (Also being described as NE/4, W/2, W/2SE/4)

Township 31 South, Range 14 East of the Willamette Meridian,

Section 20: S/2NE/4, SE/4NW/4
 Section 21: SW/4NW/4
 Section 28: NE/4NW/4
 Section 29: S/2
 Section 31: SE/4
 Section 32: All of Section
 Section 33: SW/4, W/2SE/4

Township 32 South, Range 13 East of the Willamette Meridian,

Section 1: Government Lots 1, 2, 5, 6 and 7, SW/4NE/4,
 SW/4, W/2SE/4 (Also being described as NE/4 and
 S/2)
 Section 3: SE/4
 Section 4: Government Lots 1, 2, 3 and 4, S/2N/2, N/2SE/4
 Section 10: SE/4
 Section 11: All of Section
 Section 12: All of Section
 Section 13: All of Section
 Section 14: All of Section
 Section 15: All of Section
 Section 22: N/2, SE/4
 Section 23: All of Section
 Section 24: All of Section
 Section 25: All of Section
 Section 26: All of Section
 Section 27: All of Section
 Section 28: E/2NE/4
 Section 33: E/2E/2
 Section 34: All of Section
 Section 35: NE/4, W/2
 Section 36: NW/4

Township 32 South, Range 14 East of the Willamette Meridian,
 Section 3: Government Lots 2, 3 and 4, SW/4NE/4, S/2NW/4, SW/4, (Also being described as W/2NE/4 and W/2)
 Section 4: All of Section
 Section 5: All of Section
 Section 6: All of Section
 Section 7: All of Section
 Section 8: All of Section
 Section 9: All of Section
 Section 10: W/2W/2, E/2SW/4, W/2SE/4
 Section 16: All of Section
 Section 17: All of Section
 Section 18: All of Section
 Section 19: All of Section
 Section 20: All of Section
 Section 30: NE/4NE/4, W/2NE/4, Government Lots 1, 2, 3 and 4, NE/4SW/4, NW/4SE/4, E/2NW/4 (Also being described as NE/4NE/4, W/2NE/4, NW/4, N/2SW/4, SW/4SW/4, NW/4SE/4).

The following property situated in Klamath County, Oregon:

NW/4 and SW/4, in Section 2; E/2 and NW/4, in Section 3; SW/4 in Section 4; E/2 in Section 10; All in Township 33 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Together with all buildings and improvements, water and water rights, ditches and ditch rights, grazing and other rights appurtenant to the property, and all easements and appurtenances belonging to the property.

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EXHIBIT A, page 2 of 2

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Metropolitan Life Insurance the 1st day
 of April A.D., 19 96 at 3:29 o'clock P M., and duly recorded in Vol. M96
 of Mortgages on Page 9091

FEE \$35.00

By Bernetha G. Letts County Clerk
Lynette Smith