

RECORDING REQUESTED BY:

Vol M99 Page 24878

Chicago Title Insurance Company

1999 JUN 25 AM 9:04

AND WHEN RECORDED MAIL TO:

Bolen, Fransen & Boostrom LLP
1322 East Shaw Avenue, Suite 430
Fresno, CA 93710
Attention: Ms. Donna Boostrom

MTC 48039

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*This instrument is executed in duplicate for concurrent recording in
Fresno County, California, and Klamath County, Oregon.*

Oregon Tax Account Numbers: See Exhibit A

DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE
FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS §79.4020(6)

THIS DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "Deed of Trust") is made as of June 3, 1999, by HARRIS FARMS, INC., a California corporation, and DAVID E. WOOD, an unmarried man, having a mailing address at Route 1, Box 400, Coalinga, CA 93210 (collectively, "Trustor"), to Chicago Title Insurance Company, having offices at 2425 West Shaw Avenue, Fresno, CA 93711, ("Trustee"), for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at 7108 North Fresno Street, Suite 400, Fresno, California 93720 ("Beneficiary").

WITNESSETH:

Trustor HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of Beneficiary, all of Trustor's right, title and interest now owned or hereafter acquired in and to the following property, together with the Personalty (as hereinafter defined), all of which is hereinafter collectively defined as the "Property": (i) that certain real property (the "Land") located in Fresno County, California, and Klamath County, Oregon, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, and all appurtenances, easements, rights and privileges thereof, including all

minerals, oil, gas and other hydrocarbon substances thereon or therein, air rights, water, and Water Rights (as hereinafter defined) in or hereafter relating to or used in connection with the Land, and development rights, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof; (ii) all Improvements (as hereinafter defined); (iii) all Fixtures (as hereinafter defined), whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land; (iv) all Easement Agreements (as hereinafter defined) and all other rights of ingress, egress, reciprocal agreements and other appurtenances relating to the Land; and (v) the Rents and Proceeds (as hereinafter defined), whether by sale or otherwise.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may determine, the payment (with interest as provided) and performance by Trustor of the Obligations (as hereinafter defined).

ARTICLE 1

DEFINITIONS

Certain Defined Terms: As used in this Deed of Trust the following terms shall have the following meanings:

Agreements: Any and all agreements, contracts, supply contracts, grape or crop contracts, reports, surveys, maintenance agreements, water delivery, drainage, storage or sharing agreements or rights, water agreements, purchase contracts, and governmental approvals whatsoever pertaining to the operation of the Property, as the same may be amended or otherwise modified from time to time.

Collateral: As defined in Paragraph 7.1 hereof.

Costs: As defined in Paragraph 9.19 hereof.

Easement Agreements: Any and all ingress or egress easements or agreements, water agreements, reciprocal easements or operating agreements or other appurtenances, easements or real property rights or interests relating to the Land, whether now owned or hereafter acquired.

Event of Default: As defined in Paragraph 6.1 hereof.

Fixtures: Any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

Hazardous Materials. Any (i) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (x) pose a hazard to the Property or to persons on or about the Property or (y) cause the Property to be in violation of any Hazardous Materials Laws; (ii) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing any levels of polychlorinated biphenyls, or radon gas; (iii) chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" or words of similar import under any Hazardous Materials Laws; and/or (iv) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property, or any other Person coming upon the Property or adjacent property.

Hazardous Materials Claims: Any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made or threatened by any third party against Trustor, Beneficiary or the Property relating to any Hazardous Materials.

Hazardous Materials Laws: Any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and/or Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Property, including, without limitation, soil, groundwater and indoor and ambient air conditions.

Impositions: All liens, charges, assessments, and taxes affecting the Property, including, without limitation, any and all real estate and personal property taxes and assessments, and any and all water charges and/or assessments.

Improvements: All (i) building improvements ("**Buildings**"), mobilehomes, roads, headgates, bridges, storage facilities and fixtures now or hereafter located on the Land, (ii) irrigation, drainage, electrical, utility, water, and frost protection improvements and equipment located on or used in connection with the Land, (iii) enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, and poles, (iv) trees, vines and other permanent plantings now or hereafter growing on the Land, together with all trellises, wires, endposts, and stakes relating thereto, and (v) all irrigation wells, pumps, motors and related equipment, and irrigation and drainage equipment now or hereafter located on or used in connection with the Land, including without limitation wells, pumps, motors, engines, gearheads, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and well casings, and also including that property described in Exhibit B attached hereto and incorporated herein by reference.

Indebtedness: The indebtedness evidenced by the Notes (including, without limitation, any Prepayment Premium due thereunder) and all other amounts due from Trustor to Beneficiary evidenced or secured by the Loan Documents, plus interest on all such amounts as provided in the Loan Documents.

Laws and Restrictions: All laws, regulations, orders, codes, ordinances, rules, statutes, title encumbrances, permits and approvals, leases and other agreements, relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Trustor.

Leases: Any and all existing and future leases and leasehold interests, including subleases and tenancies following attornment, now or hereafter affecting or covering all or any part of the Property.

Loans: The loans from Beneficiary to Trustor evidenced by the Notes.

Loan Documents: The Notes, this Deed of Trust, the Rate Lock Letter, and all other documents evidencing, securing or relating to the Loans, the payment of the Indebtedness or the performance of the Obligations.

Material Adverse Change: Any material and adverse change in (i) the financial condition of Trustor, or (ii) the condition or operation of the Property.

Note A: The Promissory Note of even date herewith executed by Trustor in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), payable to Beneficiary or its order, under Prudential Loan No. 7 608 594, and all modifications, renewals or extensions thereof.

Note B: The Promissory Note of even date herewith executed by Trustor in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), payable to Beneficiary or its order, under Prudential Loan No. 7 608 595, and all modifications, renewals or extensions thereof.

Notes: Note A and Note B.

Obligations: Any and all of the covenants, promises and other obligations (including payment of the Indebtedness) made or owing by Trustor to Beneficiary as provided in the Loan Documents.

Permitted Exceptions: All of those title exceptions set forth in Schedule B, Part I of the title insurance policy issued in favor of Beneficiary that insures the priority of this Deed of Trust.

Person: Any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

Personalty: All personal property now or hereafter located in, upon or about or collected or used in connection with the Property, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and noncash products and proceeds thereof, including, without limitation: (i) any and all goods of the type and nature included within the definition of "Improvements" above to the extent, if any, such items are characterized for any purpose as personal property, (ii) all crops now or hereafter grown or growing on the Land, (iii) all farm products (excluding livestock) now or hereafter generated by the Land, (iv) all crop allotments and rights to crop bases as designated, assigned or approved by the United States Department of Agriculture, the Commodity Credit Corporation, the Farm Service Agency or any other governmental agency or department, (v) all leases and contracts related to or pertaining to the Property, including without limitation the Leases, the Easement Agreements and the Agreements, and any and all guaranties thereof, (vi) all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property, (vii) all insurance proceeds and condemnation awards, (viii) all general intangibles, chattel paper, permits, licenses and other agreements pertaining to the Property, (ix) all Water Rights, and (x) all other tangible and intangible property and rights relating to the Property or its operation, or to be used in connection with the Property.

Principal Party: Any Trustor, any general partner of a partnership Trustor, any managing member of a limited liability Trustor, any parent company of any corporate Trustor or any such general partner or such managing member, any Person owning directly or indirectly 50% or more of the outstanding shares of a corporate Trustor, or any parent company of such Trustor, any Person owning directly or indirectly 50% or more of the outstanding membership interests of a limited liability company Trustor or any parent company of such Trustor, any trustee or beneficiary with a direct or indirect beneficial interest of 50% or more in any Trustor or the Property, any owner of the Property, or any guarantor of Trustor's obligations under the Loan Documents.

Property: As defined in the above granting paragraph of this Deed of Trust.

Rate Lock Letter: The letter dated February 24, 1999, from Prudential to Trustor (referred to as "Borrower" therein), executed by Trustor on April 13, 1999, which Rate Lock Letter includes the mortgage loan conditions attached thereto, as amended by the letter from Prudential to Trustor dated April 29, 1999.

Receiver: Any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

Rents and Proceeds: All rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Property or interest therein or the products generated by or on the Property) and other income from the Property.

Secondary Interest Rate: As defined in the Notes.

Transfer: The occurrence of (i) any sale, conveyance, assignment, transfer, alienation, mortgage, conveyance of security title, encumbrance or other disposition of the Property, of any kind, or any other transaction the result of which is, directly or indirectly, to divest any Trustor of any portion of its title to the Property, voluntarily or involuntarily, (ii) any merger, consolidation or dissolution involving, or the sale or transfer of all or substantially all of the assets of, a Principal Party, (iii) the transfer (at one time or over any period of time) of any general partnership interest in, or ten percent (10%) or more of the shares of, membership interests in, or other direct or indirect beneficial interest in or of, a Principal Party, (iv) the removal or resignation of the trustee of any Trustor which is a trust, (v) the conversion of any general partnership interest in any Trustor to a limited partnership interest, or (vi) a Water Transfer.

Water Rights: All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature which are appurtenant or relate to the Land, or otherwise benefit the Land or Trustor's interest in the Land, including without limitation, (i) the groundwater on, under, pumped from or otherwise available to the Land, whether as a result of groundwater rights, contractual rights or otherwise; (ii) the right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity; (iii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity; (v) any drainage rights appurtenant or otherwise applicable to the Land; (vi) all rights to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or to the Land by any means, wherever located; (vii) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Trustor or the Land may receive any of the rights referred to in subparagraphs (i) through (vi), above.

Water Transfer: Any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise (or the entry into a binding agreement to do any of the foregoing with respect to) all or any part of the Water Rights or any water on, under, about or available to the Land or any portion thereof.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Trustor hereby represents and warrants (and in the case of Paragraph 2.4 below, certifies under penalty of perjury) to Beneficiary and Trustee that as of the date of this Deed of Trust:

2.1. Authorization and Validity. Harris Farms, Inc., is duly organized, and validly existing under the laws of the State of California and is duly qualified to do business in the State of California. Trustor is the lawful owner of the

Property and holds good and marketable title to the Property free and clear of all defects, liens, encumbrances, easements, exceptions and assessments, except the Permitted Exceptions. Trustor has the power and authority to grant the Property as provided in and by this Deed of Trust, to own and operate the Property, and to execute and deliver, and perform the Obligations. To the best of Trustor's knowledge and belief, Trustor and the Property are in compliance with all Laws and Restrictions. Trustor has authorized by all requisite action the execution, delivery and performance by Trustor of the Loan Documents and the borrowings evidenced by the Notes and such execution, delivery and performance will not violate any Laws and Restrictions or any agreement or other instrument.

2.2. Statements, Information and Litigation. (i) All financial statements and other information given to Beneficiary with respect to the Property and/or Trustor are true, accurate, complete and correct and have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) there (a) has been no Material Adverse Change since the date of the most recent financial statement given to Beneficiary, and (b) is not now pending against or affecting Trustor or the Property, nor to the best of Trustor's knowledge is there threatened, any action, suit or proceeding that might result in a Material Adverse Change.

2.3. Additional Representations and Warranties. (i) The Property is used principally or primarily for livestock grazing purposes, (ii) Trustor is not aware of any actual or pending assessments which could become a lien upon the Property, (iii) other than tenants under the Leases which have been disclosed to Beneficiary in writing, if any, there are no occupants or tenants that have or are entitled to possession of the Property or any part thereof, (iv) no Principal Party is subject to any bankruptcy or other insolvency proceeding; and (v) this Deed of Trust is not now and at no time will it be a residential trust deed as defined in ORS §86.705(3).

2.4. FIRPTA Certification. (i) Harris Farms, Inc.'s Taxpayer Identification Number is 94-1272509, and the business mailing address is as set forth on page 1 hereof, and David E. Wood's Taxpayer Identification is 561-82-7172 and the business mailing address is as set forth on page 1 hereof; (ii) Trustor is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended (the "Code"); and (iii) Trustor understands that the information and certification contained in this Paragraph 2.4 may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. Trustor agrees (x) to provide Beneficiary with a new certification containing the provisions of this Paragraph 2.4 immediately upon any change in such information, and (y) upon any Transfer which is permitted by the terms of this Deed of Trust, to cause such transferee to execute and deliver to Beneficiary a certificate substantially in the form of this Paragraph 2.4.

2.5 Water Rights. The Land has, and will continue to have, the continuing, enforceable right to receive water from such sources, in such quantities, and at such times and locations as is reasonably satisfactory for the purposes of livestock grazing, without interruption and in such quantities, and at such times and locations as has been historically available to the Land. Trustor has filed with the Department of Water Resources all notices and other documents required under the California Water Code in connection with the supply of water to and use of water upon the Land. None of the Land and none of the water used on any portion of the Land is subject to the Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto, or any rule or regulation promulgated thereunder.

ARTICLE 3

AFFIRMATIVE COVENANTS

Trustor hereby covenants and agrees as follows:

3.1. Obligations of Trustor. Trustor will timely perform, or cause to be timely performed, all the Obligations.

3.2. Insurance.

A. Trustor, at its sole cost and expense, will keep and maintain for the mutual benefit of Trustor and Beneficiary: (i) with respect to all Buildings and other insurable Improvements, insurance against loss or damage thereto by fire and other risks covered by insurance commonly known as the broad form of extended coverage, in an amount equal to one hundred percent (100%) of the then-current "full replacement cost" of such Buildings and Improvements; (ii) Comprehensive General Liability insurance including broad form property damage, contractual liability and personal injury or death coverage; and (iii) such other insurance, and in such amounts, as may from time to time be reasonably required by Beneficiary.

B. All policies of insurance required by this Deed of Trust (i) shall be prepaid annually and otherwise satisfactory in form, substance, amount and deductible to Beneficiary and written with companies satisfactory to Beneficiary, (ii) shall name Beneficiary as an additional insured as its interest may appear and contain a Standard Beneficiary's Loss Payable endorsement and other non-contributory standard mortgagee protection clauses acceptable to Beneficiary, and at Beneficiary's option, a waiver of subrogation rights by the insurer, (iii) shall contain an agreement by the insurer that such policy shall not be amended or canceled without at least thirty (30) days' prior written notice to Beneficiary, and (iv) shall contain such other provisions as Beneficiary deems reasonably necessary or desirable to protect its interests. All of Trustor's right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Beneficiary who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.

3.3. Maintenance, Waste and Repair. At its sole cost and expense, Trustor will (i) preserve, repair, replace and maintain the Property in a good and businesslike or farmerlike manner and condition, (ii) not destroy, remove, abandon, or materially diminish or alter the Improvements, except for replacement of dead or diseased vines or trees in the normal course of farming and caring for the Property with trees or vines of reasonably equivalent value prior to the end of the useful life thereof, (iii) conduct livestock grazing operations on the Property employing the usual and normal standards and practices of husbandry customarily employed for similar purposes in the general vicinity, (iv) not permit any waste of the Property, (v) not (x) permit any portion of the Property to be used as a leach pit, land fill or dump, (y) request or permit a change in tax status or zoning or land use classification from agricultural use, or (z) in any way diminish any of Trustor's Water Rights, and (vi) not transfer from the Land or permit the transfer from the Land any crop allotments or crop bases, or any rights, including without limitation the right to receive, directly or indirectly, payment whether in cash, or in kind.

3.4. Impositions/Law. Trustor will (i) pay when due all Impositions, (ii) deliver to Beneficiary, within seven (7) days after demand therefor, receipts showing the payment of any Impositions, and (iii) promptly and faithfully comply with all present and future Laws and Restrictions.

3.5. Books and Records and Other Information. Trustor, without expense to Beneficiary, will maintain full and complete books of account and records reflecting the results of the operations of the Property in accordance with generally accepted accounting principles consistently applied, and will furnish or cause to be furnished to Beneficiary such financial information concerning the condition of Trustor and the Property as Beneficiary shall reasonably request, including, without limitation, within ninety (90) days after the close of such fiscal year of Trustor, tax returns and annual operating statements prepared by certified public accountants and in form and substance satisfactory to Beneficiary, showing all elements of income and expenses for the operation of the Property.

3.6. Further Assurances/Additional Information. Trustor, at any time upon the reasonable request of Beneficiary, will at Trustor's expense, execute, acknowledge and deliver all such additional papers and instruments (including, without limitation, a declaration of no setoff) and perform all such further acts as may be reasonably necessary to perform the Obligations and, as Beneficiary deems necessary, to preserve the priority of the lien of this Deed of Trust and to carry out the purposes of the Loan Documents. In addition, Trustor will furnish to Beneficiary within seven (7) days after written request therefor, any and all information that Beneficiary may reasonably request concerning the Property or the performance by Trustor of the Obligations.

3.7. Inspection of Property. Trustor hereby grants to Beneficiary, its agents, employees, consultants and contractors, the right to enter upon the Property for the purpose of making any and all inspections, reports, tests (including, without limitation, soils borings, ground water testing, inspection of wells, orchards, trees and fields, or soils analysis), inquiries and reviews as Beneficiary (in its sole and absolute discretion) deems necessary to assess the then current condition of the Property, or for the purpose of performing any of the other acts Beneficiary is authorized to perform hereunder or under Paragraph 9.20 hereof. Trustor shall cooperate with Beneficiary to facilitate such entry and the accomplishment of such purposes.

3.8. Contest. Notwithstanding the provisions of Paragraphs 3.4 and 3.5, Trustor may, at its expense, contest the validity or application of any Impositions or Laws and Restrictions by appropriate legal proceedings promptly initiated and diligently conducted in good faith, provided that (i) Beneficiary is reasonably satisfied that the priority of this Deed of Trust shall be maintained and neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

3.9. Prepayment. Trustor may prepay the Loans only on the terms and conditions set forth in the Notes and Trustor shall pay Beneficiary any Prepayment Premium in respect of any such prepayment, whether voluntary or involuntary, as required by and on the terms and conditions set forth in the Notes.

3.10. Tax Service Contract. Throughout the term of the Loan, at Trustor's sole expense, Beneficiary shall be furnished tax service contracts issued by a tax reporting agency satisfactory to Beneficiary.

3.11. Water. Throughout the term of the Loan, at Trustor's sole expense, Trustor shall ensure that the Land will continue to have the continuing, enforceable right to receive water from such sources, in such quantities, and at such times and locations as is reasonably satisfactory for the purposes of livestock grazing, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.

3.12 Notice Under ORS §746.201. WARNING

Unless Trustor provides Beneficiary with evidence of insurance coverage as required by this Deed of Trust, Beneficiary may purchase insurance at Trustor's expense to protect Beneficiary's interest. If the Property is damaged, the coverage purchased by Beneficiary may not pay any claim made by Trustor or any claim made against Trustor. Trustor may later cancel the coverage obtained by Beneficiary by providing evidence that it has provided the insurance coverage required by this Deed of Trust.

Trustor is responsible for the cost of any insurance obtained by Beneficiary. The cost of that insurance may be added to the obligations secured by this Deed of Trust. If the cost is added the Secondary Rate will apply to the added amount. The effective date of coverage may be the date Trustor's prior coverage lapsed or the date Trustor failed to provide proof of coverage.

The coverage purchased by Beneficiary may be considerably more expensive than insurance Trustor may be able to obtain on its own and may not satisfy the need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

ARTICLE 4

NEGATIVE COVENANTS

Trustor hereby covenants to and agrees as follows:

4.1. Restrictive Uses. Trustor will not initiate, join in, or consent to any change in the current use of the Property or the tax status thereof or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Property or any part thereof or in any way change the boundaries of the Property (including without limitation, any agreed boundary line changes or lot line adjustments) without the prior written consent of Beneficiary.

4.2. Prohibited Transfers. Trustor shall not participate in, and shall not cause, allow or otherwise permit, a Transfer without the prior written consent of Beneficiary, which consent may be given or withheld for any reason (or for no reason) or given conditionally, as determined by Beneficiary in its sole and absolute discretion, and any default, failure to observe, or breach of the provisions of this Paragraph 4.2 shall constitute an immediate Event of Default hereunder and, at the option of Beneficiary, Beneficiary may accelerate the Indebtedness whereby the entire Indebtedness (including, without limitation, any Prepayment Premium) shall become immediately due and payable. Any permitted transferee shall, as a condition of the effectiveness of any consent or waiver by Beneficiary hereunder, assume all of Trustor's obligations under the Loan Documents and agree to be bound thereby. Such assumption shall not, however, release Trustor from any liability under the Loan Documents. The provisions of this Paragraph 4.2 shall not apply to transfers of title or interest under any will or testament or applicable law of descent. Consent to any such Transfer by Beneficiary shall not be deemed a waiver of Beneficiary's right to require such consent to any further or future Transfers.

4.3. Partnership Agreement. Trustor, if a partnership, will not terminate, alter, modify or amend or permit the termination, alteration, modification or amendment of its Partnership Agreement without Beneficiary's prior written consent.

ARTICLE 5

CASUALTIES AND CONDEMNATION5.1. Insurance and Condemnation Proceeds.

A. Trustor shall notify Beneficiary in writing immediately upon the occurrence of any loss or damage by fire or other casualty to the Property or upon commencement of any proceedings for condemnation of any portion of the Property. Beneficiary shall be entitled to (i) participate in any such condemnation proceedings (and Beneficiary may be represented by counsel selected by Beneficiary and Trustor shall pay all fees and costs relating thereto) and Trustor from time to time will deliver to Beneficiary all instruments reasonably necessary to permit such participation, and (ii) settle and adjust all insurance claims relative to any such damage or destruction, deducting from any insurance proceeds the amount of all expenses incurred by Beneficiary in connection with any such settlement or adjustment. All proceeds paid to Trustor under any insurance policies or condemnation proceedings relating to the Property shall immediately be delivered to Beneficiary. All insurance proceeds and condemnation awards are hereby collaterally assigned to, and shall be directly paid to, Beneficiary.

B. The proceeds of any insurance policy and/or any condemnation awards received by Beneficiary shall, at the option of Beneficiary, either be applied to the prepayment of the Indebtedness or satisfaction of any Obligation or be paid over to Trustor for restoration of the Improvements. If Beneficiary elects to make such proceeds or awards available for repair or reconstruction, Beneficiary shall, through a disbursement procedure established by Beneficiary, make available to Trustor the net amount of all insurance proceeds or condemnation awards received by Beneficiary after deduction of Beneficiary's reasonable costs and expenses, if any, in collection of the same.

C. Trustor hereby unconditionally and irrevocably waives all rights of a property owner under Section 1265.225(a) of the California Code of Civil Procedure or any successor statute providing for the allocation of condemnation proceeds between a property owner and a lien holder.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES OF BENEFICIARY6.1. Events of Default.

A. It shall constitute an "Event of Default" hereunder if any of the following events shall occur and Beneficiary, by written notice delivered to Trustor, declares an Event of Default: (i) Trustor shall fail to pay within five (5) days of the date when due any part of the Indebtedness; (ii) Trustor shall fail to timely observe, perform or discharge any Obligation, other than as described in Paragraphs 6.1.A(i),(iii),(iv),(v), (vi), (vii), (viii), and (ix), and any such failure shall remain unremedied for thirty (30) days or such lesser period as may be otherwise specified in the applicable Loan Document or agreement (the "Grace Period") after notice to Trustor of the occurrence of such failure; provided, however, that Beneficiary may extend the Grace Period up to ninety (90) days if (x) Beneficiary determines in good faith that (1) such default cannot be cured within the Grace Period but can be cured within ninety (90) days, (2) no lien or security interest created by the Loan Documents shall be impaired prior to the completion of such cure, and (3) Beneficiary's immediate exercise of any remedies provided hereunder or by law is not necessary for the protection or preservation of the Property or Beneficiary's security interest therein, and (y) Trustor shall

immediately commence and diligently pursue the cure of such default; (iii) Trustor shall assign all or any part or interest of the Rents and Proceeds; (iv) default by Trustor after the expiration of all applicable grace or cure periods under any agreement to which Trustor is a party, other than the Loan Documents, which agreement relates to the borrowing of money by Trustor from any Person, and such default might give rise to a Material Adverse Change or adversely affect the security for the Loan; (v) any representation or warranty made by Trustor in, under or pursuant to the Loan Documents was false or misleading in any material respect as of the date on which such representation or warranty was made; (vi) any of the Loan Documents shall cease to be in full force and effect or be declared null and void, or shall cease to constitute valid and subsisting liens and/or valid and perfected security interests in and to the Property, or Trustor shall contest or deny in writing that it has any further liability or obligation under any of the Loan Documents; (vii) any default under Paragraph 9.20 hereof, (viii) Trustor or any successor in interest is estopped or denied from receiving water for use upon any portion of the Property for any reason, or if existing water permits or certificates or other water rights shall be revoked or suspended, and Beneficiary reasonably determines that such loss or interruption of the right to receive irrigation water might result in a Material Adverse Change; (ix) a Material Adverse Change shall have occurred.

B. It shall constitute an Event of Default hereunder without the requirement of any notice if any of the following events shall occur: (i) any Principal Party shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall have made a general assignment for the benefit of creditors; (ii) any Principal Party shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking to have an order for relief entered against it as debtor, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property (collectively, a "Proceeding"); (iii) any Principal Party shall take any action to authorize any of the actions set forth above in clauses (i) or (ii); (iv) any Proceeding shall be commenced against any Principal Party, and such Proceeding (x) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (y) remains undismissed for a period of forty-five (45) days; or (v) the occurrence of a Transfer without Beneficiary's prior written consent.

6.2. Remedies.

A. Upon the occurrence of any Event of Default, Beneficiary may at any time declare all of the Indebtedness (including, without limitation, any Prepayment Premium due under the terms of the Notes in connection with such acceleration) to be due and payable and the same shall thereupon become immediately due and payable, together with all payments due in accordance with the terms of the Notes, without any further presentment, demand, protest or notice of any kind. Beneficiary may, in its sole discretion, exercise any and all rights and remedies hereunder, at law or in equity, including, without limitation, any or all of the following: (i) as a matter of strict right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Property or the danger of loss, removal, or material injury to the Property, apply ex parte to any court having jurisdiction to appoint a Receiver to enter upon and take possession of the Property, and Trustor hereby waives notice of any application therefor, provided a hearing to confirm such appointment with notice to Trustor is set within the time required by law; (ii) commence an action to foreclose this Deed of Trust in any manner provided hereunder or by law; (iii) with respect to any Personalty, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Land, or proceed to sell said Personalty separately and without regard to the Land in accordance with Beneficiary's rights and remedies as to personal property; (iv) pursue any rights and remedies under Paragraph 9.20 hereof whether prior to, in

connection with, or subsequent to any foreclosure proceedings hereunder; and/or (v) deliver to Trustee a written declaration of default and demand for sale, and proceed to nonjudicially foreclose the lien of this Deed of Trust pursuant to the power of sale contained herein in accordance with applicable law. Trustor hereby requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth in this Deed of Trust as required by applicable law.

B. If Trustor shall at any time fail to perform or comply with any of the terms, covenants and conditions required on Trustor's part to be performed and complied with under any of the Loan Documents or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, then Beneficiary may, in its sole discretion: (i) make any payments hereunder or thereunder payable by Trustor and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (ii) after the expiration of any applicable grace period and subject to Trustor's rights to contest certain obligations specifically granted hereby, perform any such other acts hereunder or thereunder on the part of Trustor to be performed and enter upon the Property for such purpose.

C. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, (i) any Person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers, (ii) Beneficiary may, in its sole discretion, cause the Property to be sold either as a whole, or in separate lots or parcels or items as Beneficiary shall determine, and in such order as Beneficiary may determine, and may designate the order in which the Property shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner or order Beneficiary deems to be in its best interest, and Trustor shall have no right to direct the separate sale, and no right to direct the order of sale, of the Property or any portion thereof (and Trustor hereby waives its right, if any, to require that the Property or any portion thereof be sold as separate tracts or units in the event of foreclosure), (iii) if Beneficiary elects more than one sale or other disposition of the Property, (x) Beneficiary may at its option cause the same to be conducted simultaneously or successively, on the same day or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property not then sold until all Indebtedness secured hereby has been fully paid, and (y) Trustor shall pay the costs and expenses of each such sale of its interest in the Property and of any proceedings where the same may be made.

D. All rights under this Deed of Trust or any other Loan Document may be enforced by Beneficiary or Trustee without the possession of any instruments secured hereby and without the production thereof or of this Deed of Trust or the Notes at any trial or other proceeding relative thereto.

E. All remedies of Beneficiary provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Beneficiary hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Loan Documents, or invalidate any act done pursuant to any notice of default, or prejudice Beneficiary in the exercise of any of its rights hereunder or under the Loan Documents.

ARTICLE 7

SECURITY AGREEMENT AND FIXTURE FILING

7.1. Grant of Security Interest. Trustor hereby grants to Beneficiary a security interest in and to all Trustor's right, title and interest now owned or hereafter acquired in and to the Improvements, Personalty and the Fixtures and all of the products and proceeds thereof (collectively, the "Collateral") to secure payment and performance of the Obligations.

7.2. Remedies. This Deed of Trust constitutes a security agreement with respect to the Collateral in which Beneficiary is hereby granted a security interest. In addition to the rights and remedies provided under this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor, upon demand of Beneficiary shall assemble the Collateral and make it available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to Beneficiary and Trustor.

7.3. Fixture Filing/Crop Filing. This Deed of Trust covers certain goods which are or are to become fixtures related to the Land and constitutes a fixture filing with respect to such goods executed by Trustor as debtor in favor of Beneficiary as secured party. In addition, the Security Agreement set forth in this Deed of Trust covers all crops now or hereafter growing on the Land and all crops and farm products (excluding livestock) now or hereafter generated by the Land (including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whether or not then stored on the Land), and all the products and proceeds thereof, and this Deed of Trust constitutes a financing statement with respect to such crops executed by Trustor as debtor in favor of Beneficiary as secured party.

ARTICLE 8

ASSIGNMENT OF RENTS, PROCEEDS AND LEASES

8.1. Assignment of Rents, Proceeds and Leases. Trustor absolutely and unconditionally assigns and transfers to Beneficiary (i) the Leases and (ii) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Beneficiary any and all rights and claims of any kind that Trustor may have against lessees under the Leases and the right, power and authority to collect such Rents and Proceeds, and apply the same to the indebtedness or the satisfaction of any Obligation. Trustor irrevocably appoints Beneficiary its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such Rents and Proceeds. Neither the foregoing assignment of Leases and Rents and Proceeds to Beneficiary or the exercise by Beneficiary of any of its rights or remedies under this Deed of Trust shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Beneficiary, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor or the entering into possession of the Property by such Receiver be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

8.2. Revocable License. Notwithstanding anything to the contrary contained herein or in the Notes, so long as no Event of Default shall have occurred, Trustor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Trustor under the Leases, and to first apply the same to the payment or

performance of the Obligations as and when due. Upon the occurrence of an Event of Default, Beneficiary shall have the right, on written notice to Trustor, to terminate and revoke the license herein granted to Trustor and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in this Article 8 or by law or at equity.

8.3. Affirmative Covenants re Leases and Agreements. Trustor shall observe, perform and discharge, all the obligations, terms, covenants, conditions and warranties of the Leases and Agreements, on the part of Trustor to be kept, and shall promptly notify Beneficiary of any default thereunder, and enforce or secure the performance of each and every obligation, term, covenant, condition and agreement of the Leases and Agreements to be performed by Lessees and obligors thereunder.

8.4. Negative Covenants re Leases. Trustor shall not, without the prior written consent of Beneficiary: (i) lease any part of the Property for a term exceeding one (1) year or renew or extend any Leases; (ii) terminate, amend, modify or alter in any manner any Leases, or waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge Lessees from any obligations, covenants, conditions and agreements by such Lessees to be kept, or accept or consent to any surrender of the Leases; (iii) receive or collect any Rents and Proceeds (whether in cash or by promissory note) more than one month in advance of the due date; (iv) further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents and Proceeds; (v) commence an action of ejectment or summary proceedings for dispossession of the Lessees under any Leases; or (vi) consent to any modification of the express purposes for which the Property has been leased, or consent to any subletting of the Property or any part thereof, or to assignment of the Leases by Lessees thereunder or to any assignment or further subletting by any sublessees.

ARTICLE 9

MISCELLANEOUS

9.1. Successor Trustee. Beneficiary may remove Trustee or any successor trustee at any time or times and appoint a successor trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law.

9.2. No Waiver. No failure by Beneficiary to insist upon strict, full and complete (i) payment when due of any portion of the Indebtedness or (ii) performance of any Obligation, nor failure to exercise any right or remedy hereunder, shall constitute a waiver of any such failure to pay or breach of any such Obligation, or of the later exercise of such right or remedy.

9.3. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed to the addresses set forth on page 1 hereof or addressed as such party may from time to time hereafter designate by written notice to the other parties.

9.4. Severability. If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare the Indebtedness immediately due and payable.

9.5. Joinder of Foreclosure. Should Beneficiary hold any other or additional security for the performance of the Obligations, its sale or foreclosure, upon any default in such performance, in the sole discretion of Beneficiary, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure hereunder.

9.6. Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the state in which the Land is located.

9.7. Subordination. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Beneficiary and recording thereof in the Official Records of the county where the Land is located of a unilateral declaration to that effect.

9.8. Waiver of Statute of Limitations, Rights to Trial by Jury, Marshalling. Trustor hereby waives, to the full extent allowed by law, (i) the right to plead any statute of limitations as a defense to any obligation secured by this Deed of Trust, (ii) the right to a jury trial in any action under or relating to the Loan Documents, and (iii) the right to require marshalling of assets including, without limitation, any rights provided under California Civil Code Sections 2899 and 3433.

9.9. Entire Agreement. The Loan Documents set forth the entire understanding between Trustor and Beneficiary relative to the Loans and the same shall not be amended except by a written instrument duly executed by each of Trustor and Beneficiary. The foregoing notwithstanding, the terms and the conditions of the Rate Lock Letter shall survive the funding of the Loans but in the event of any conflict between the provisions of the Rate Lock Letter and any of the other Loan Documents, except as otherwise specifically provided herein, the terms of such other Loan Documents shall control.

9.10. Charges for Statements. Trustor agrees to pay Beneficiary's charge, up to the maximum amount permitted by law, for any statement regarding the Obligations requested by Trustor or in its behalf.

9.11. Information Reporting Under IRS Section 6045(e). Any information returns or certifications that must be filed with the Internal Revenue Service and/or provided to other parties pursuant to Internal Revenue Code Section 6045(e) shall be prepared, filed by and sent to the appropriate parties by Trustor. To the extent permitted by law, Beneficiary shall have no responsibility to perform such services; provided however, that upon demand Trustor shall pay such fee to Beneficiary as Beneficiary may reasonably and lawfully request. Beneficiary shall, where requested by Trustor, promptly supply Trustor with all information pertaining to Beneficiary reasonably required by Trustor to prepare and file any such return or certification.

9.12. ERISA.

A. Beneficiary represents and warrants to Trustor that, as of the date of this Deed of Trust and throughout the term of the Loan, the source of funds from which Beneficiary extends the Loans is its General Account, which is subject to the claims of its general creditors under state law. For so long as The Prudential Insurance Company of America is the holder of the Notes and Beneficiary hereunder, it shall not allocate all or any portion of the Loans to any account other than its General Account.

B. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust and covenants that, throughout the term of the Loan, (i) Trustor is not and will not become an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"),

which is subject to Title I of ERISA, and (ii) the assets of Trustor do not and will not constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

C. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust (i) Trustor is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (ii) transactions by or with Trustor are not subject to state statutes regulating investment of and fiduciary obligations with respect to governmental plans.

D. Trustor covenants and agrees to deliver to Beneficiary such certifications or other evidence from time to time throughout the term of the Loan, as requested by Beneficiary in its sole discretion, that (i) Trustor is not an "employee benefit plan" or a "governmental plan," and (ii) Trustor is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, and (iii) one or more of the following circumstances is true: (w) equity interests in Trustor are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (x) less than twenty-five percent (25%) of all equity interests in Trustor are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.3-101(f)(2); (y) Trustor qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c) or (e); or (z) no equity interest in Trustor is held directly or indirectly by an employee benefit plan subject to ERISA.

E. Any of the following shall constitute an Event of Default entitling Beneficiary to exercise any and all remedies to which it may be entitled under the Loan Documents: (i) the failure of any representation or warranty made by Trustor under this Paragraph 9.12 to be true and correct in all respects; (ii) the failure of Trustor to provide Beneficiary with the written certifications and evidence referred to above; or (iii) the consummation by Trustor of a transaction which would cause the Deed of Trust or any exercise of Beneficiary's rights under the Loan Documents to constitute a non-exempt prohibited transaction under ERISA or a violation of a state statute regulating governmental plans, subjecting Beneficiary to liability for violation of ERISA or such state statute.

F. Trustor shall indemnify, protect and defend and hold Beneficiary harmless from and against all loss, fee, cost, damage and expense (including attorneys' fees and costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Beneficiary's sole discretion) that Beneficiary may incur, directly or indirectly, as a result of a default under Paragraph 9.12.E. This indemnity shall survive any termination, satisfaction or foreclosure of the Deed of Trust.

G. Notwithstanding anything to the contrary contained in this Deed of Trust, no Transfer otherwise permitted hereunder shall be permitted if such Transfer would negate the representations contained in this Paragraph 9.12 or cause this Deed of Trust (or the exercise by Beneficiary of any of its rights and/or remedies under any Loan Document) to constitute a violation of any provision of ERISA or of any applicable state statute regulating a governmental plan, as determined by Beneficiary in its sole and absolute discretion.

H. Notwithstanding anything to the contrary contained in this Deed of Trust, not less than fifteen (15) days prior to any Transfer permitted hereunder pursuant to the terms and provisions hereof, Trustor shall obtain from the proposed transferee or lienholder, (i) a representation, in form and substance satisfactory to Beneficiary, that all provisions of this Paragraph 9.12 shall be true and correct after giving effect to any such Transfer, and (ii) such transferee's agreement in writing, which agreement must be in form and

substance satisfactory to Beneficiary in its sole and absolute discretion, that any transfer of such transferee's interest shall be governed by the terms and provisions of this Paragraph 9.12.

9.13. Indemnification and Defense.

A. Trustor will indemnify, defend, and hold Beneficiary and its agents harmless from and against, and shall pay and/or reimburse Beneficiary for the cost of, any and all liability, loss, claims, damage, fee, cost or expense (including reasonable attorneys' fees) that Beneficiary might incur (i) in connection with the making, owning, servicing or administering of the Loans (excluding fees, costs or expenses associated with the normal processing of timely payments made by Trustor to Beneficiary), and/or the enforcement of any of Beneficiary's rights or remedies under the Loan Documents, (ii) by reason of any failure of any representation or warranty made by Trustor or the failure of Trustor to perform any Obligation or (iii) by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary arising out of or in connection with the Property or the Loan. Beneficiary shall have the right to participate in such prosecution or defense using counsel of Beneficiary's choice, and all costs and expenses incurred by Beneficiary in connection with such participation (including reasonable attorneys' fees and the reasonable charges for Beneficiary's in-house legal staff) shall be reimbursed by Trustor to Beneficiary.

B. Trustor shall appear in and defend (with counsel acceptable to Beneficiary) any action or proceeding purporting to affect the security of the Deed of Trust, or of any additional or other security for the Obligations, the interest of Beneficiary or the rights, powers and duties of Trustee hereunder.

C. Should Beneficiary incur any liability, loss, claim, damage, cost or expense required to be reimbursed by Trustor to Beneficiary hereunder, the amount thereof with interest thereon at the Secondary Interest Rate shall constitute part of the Indebtedness, shall be payable by Trustor upon demand and shall be secured by this Deed of Trust.

9.14. Destruction of Notes. Trustor shall, if the Notes are mutilated or destroyed by any cause whatsoever, or otherwise lost or stolen and regardless of whether due to the act or neglect of Beneficiary or Trustee, execute and deliver to Beneficiary in substitution therefor duplicate promissory notes containing the same terms and conditions as the Notes, within ten (10) days after Beneficiary notifies Trustor of any such mutilation, destruction, loss or theft of the Notes.

9.15. Heirs and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

9.16. Interpretation. When the identity of the parties or other circumstances make it appropriate, the masculine gender shall include the feminine and/or neuter, and the singular number shall include the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts Trustor must do or not do shall not exclude or limit the general. The headings of each Article and Paragraph are for convenience and do not limit or construe the contents of any provision hereof. The provisions of the Loan Documents shall be construed as a whole according to their common meaning, not strictly for or against any party and consistent with the provisions herein contained, in order to achieve the objectives and purposes of such documents. Each party and its counsel has reviewed and revised the Loan Documents and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of such document. The use in the Loan Documents of the words "including", "such as", or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation such as

"without limitation" or "but not limited to", or words of similar import are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. The term "Trustor" shall be deemed to refer to each and every Trustor, both individually and collectively, when more than one Trustor exists, and to the original Trustor, and its or their successors and assigns (whether or not such assign assumed the Obligations hereunder); the term "Beneficiary" includes Beneficiary named herein or any future owner or holder, including pledgee and participants, of the Notes, or any other instrument secured hereby, or any participation therein; and the term "Trustee" includes the original Trustee and its successors and assigns. The references to the "Property" shall be deemed to refer to all or any portion of the Property and any interest therein. References to "foreclosure" and related phrases shall be deemed references to the appropriate procedure in connection with Trustee's private power of sale as well as any judicial foreclosure proceeding or a conveyance in lieu of foreclosure.

9.17. Information to Third Persons. If, at any time, Beneficiary desires to sell or transfer, or grant a participation interest in, all or any portion of, or any interest in, the Notes or any other Loan Document to any Person, Trustor shall furnish in a timely manner any and all financial information concerning the Property and Leases, and concerning Trustor's financial condition, requested by Beneficiary or such person in connection with any such sale or transfer.

9.18. Commingleing of Funds. Any and all sums collected or retained by Beneficiary hereunder (including insurance and condemnation proceeds and any amounts paid by Trustor to Beneficiary under Paragraph 3.4 hereof), shall not be deemed to be held in trust, and Beneficiary may commingle such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the extent otherwise required by law.

9.19. Costs and Fees of Trustor. All costs, fees and expenses (including those of Beneficiary's in-house outside legal counsel and consultants) (collectively, "Costs") incurred by Beneficiary in making, servicing, owning, administering the Loans (excluding Costs associated with the normal processing of timely payments made by Trustor to Beneficiary) or collecting the Loans including, without limitation, Costs incurred by Beneficiary in connection with any inspections, reports, tests, inquiries and reviews, condemnation proceedings, endorsements to the title policy, actions or proceedings in which Beneficiary and/or Trustee may appear or be made a party (including foreclosure or other proceedings commenced by those claiming a right to any part of the Property or any action to partition all or part of the Property, whether or not pursuant to final judgment and exercise of the power of sale contained herein, whether or not the sale is actually consummated) and all sums expended by Trustee or Beneficiary in the exercise of any of their rights or remedies under this Deed of Trust shall be immediately due and payable by Trustor to Beneficiary upon demand, shall accrue interest at the Secondary Interest Rate from the date of expenditure until paid, and shall be added to the Indebtedness and be secured by the Loan Documents prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Deed of Trust.

9.20. Hazardous Materials.

A. Trustor hereby represents and warrants that other than chemicals and other substances (including without limitation petroleum products) which are used in the ordinary course of Trustor's business and which are stored and used in amounts, and applied in a manner, which comply with Hazardous Materials Laws and conform to applicable industry standards ("Approved Farm Materials"), (i) no Hazardous Materials exist on, under or about the Property; (ii) the Property is not in violation of any Hazardous Materials Laws; (iii) there are no past, current or, to the best knowledge of Trustor after due investigation, threatened Hazardous Materials Claims; and (iv) there are not now located on or under and, to the best

knowledge of Trustor after due investigation, no storage tanks have ever been located on or under the Property.

B. Trustor shall (i) comply and cause all tenants and other Persons on or occupying the Property, to comply with all Hazardous Materials Laws; (ii) without limiting the generality of clause (i), not install, use, generate, manufacture, store, release or dispose of, nor permit the installation, use, generation, storage, release or disposal of Hazardous Materials on, under or about the Property, nor transport or permit the transportation of Hazardous Materials to or from the Property except for Approved Farm Materials; (iii) submit during the term of the Loan, if requested by Beneficiary, at Trustor's expense, report(s), satisfactory to Beneficiary in its sole and absolute discretion, prepared by consultant(s) approved by Beneficiary, certifying the then existing environmental conditions of the Property; (iv) immediately advise Beneficiary in writing of (x) any and all Hazardous Materials Claims, and/or (y) the presence of any Hazardous Materials on, under or about the Property other than Approved Farm Materials; (v) not install or allow to be installed any underground tanks on the Property; and (vi) not create or permit to continue in existence any lien (whether or not such lien has priority over the lien created by the Deed of Trust) upon the Property imposed pursuant to any Hazardous Materials Laws.

C. Trustor, at its sole cost and expense, shall promptly undertake any and all necessary remedial work ("Remedial Work") in response to any Hazardous Materials Claims or the presence, storage, use, disposal, transportation, discharge or release of any Hazardous Materials on, under or about the Property; provided, however, that Trustor shall undertake such Remedial Work (i) in good faith so as to minimize any impairment to Beneficiary's security under the Loan Documents, (ii) pursuant to a detailed written plan for the Remedial Work approved by any public or private agencies or persons with a legal or contractual right to such approval; and (iii) using contractors and professionals which are reasonably satisfactory to Beneficiary.

D. Trustor shall protect, indemnify and hold Beneficiary, its directors, officers, employees and agents, and any successors to Beneficiary's interest in the Property, and any other Person who acquires any portion of or interest in the Property at a foreclosure sale or otherwise through the exercise or sale of Beneficiary's rights and remedies under the Loan Documents, and any successors to any such other Person, and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, attorneys' fees and costs and expenses of investigation) which arise out of or relate in any way to any Hazardous Materials Claims or any use, handling, production, transportation, disposal, release or storage of any Hazardous Materials in, under or on the Property whether by Trustor or by any Tenant or any other Person, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of (x) Hazardous Materials Claims or the use, generation, storage, discharge or disposal of Hazardous Materials by Trustor, any prior owner or operator of the Property or any Person on or about the Property; (y) any residual contamination affecting any natural resource or the environment; and/or (z) any exercise by Beneficiary of any of its rights and remedies hereunder; and (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Property and the preparation of any closure or other required plans. All such costs, damages, claims and expenses heretofore described and/or referred to in this Paragraph 9.20.D are hereinafter referred to as "Expenses". Trustor's liability to the aforementioned indemnified parties shall arise upon the earlier to occur of (1) discovery of any Hazardous Materials on, under or about the Property, or (2) the institution of any Hazardous Materials Claims, and not upon the realization of loss or damage, and Trustor shall pay to Beneficiary from time to time, immediately upon Beneficiary's request, an amount equal to such Expenses, as reasonably determined by Beneficiary. In addition, in the event any Hazardous

Material is caused to be removed from the Property by Trustor, Beneficiary or any other Person, the number assigned by the Environmental Protection Agency to such Hazardous Material or any similar identification shall be solely in the name of Trustor and Trustor shall assume any and all liability for such removed Hazardous Material.

E. In the event that Trustor shall fail to timely comply with any of the provisions of this Paragraph 9.20, or in the event that any representation or warranty made in this Paragraph 9.20 proves to be materially false or misleading, then, in such event Beneficiary may, after the expiration of the earlier to occur of thirty (30) days or the cure period, if any, permitted under any applicable Hazardous Materials Laws, Beneficiary may (i) declare an Event of Default under the Loan Documents and exercise any and all remedies provided for therein, at law and/or in equity, (ii) do or cause to be done whatever is necessary to cause the Property to comply with all Hazardous Materials Laws and other applicable law, rule, regulation or order and the cost thereof shall constitute an Expense hereunder and shall become immediately due and payable without notice and with interest thereon at the Secondary Interest Rate until paid, and/or (iii) exercise any other right or remedy under this Paragraph 9.20, the Loan Documents, at law and/or in equity. Trustor shall give to Beneficiary and its agents and employees access to the Property for the purpose of effecting such compliance and hereby specifically grants to Beneficiary a license, effective upon expiration of the applicable cure period, if any, to do whatever is necessary to cause the Property to so comply, including, without limitation, to enter the Property and remove therefrom any Hazardous Materials. Without limiting the generality of the foregoing, Trustor agrees that Beneficiary will have the same right, power and authority to enter and inspect the Property as is granted to the secured lender under Section 2929.5 of the California Civil Code, and that Beneficiary will have the right to appoint a Receiver to enforce this right to enter and inspect the Property to the extent such authority is provided under California law, including, without limitation, the authority given to the secured lender under Section 564(c) of the California Code of Civil Procedure. Without limiting any of the remedies provided in the Loan Documents, Trustor acknowledges and agrees that the provisions of this Deed of Trust are environmental provisions, as that term is defined in Section 736(f)(2) of the California Code of Civil Procedure, made by the Trustor relating to the real property security, and that Trustor's failure to comply with the terms of this Paragraph 9.20 is a breach of contract such that Beneficiary shall have the remedies provided under Section 736 of the California Code of Civil Procedure ("Section 736") for the recovery of damages and for the enforcement thereof. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of this Deed of Trust shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, or 726(b) of the California Code of Civil Procedure.

F. The obligations of Trustor under this Paragraph 9.20 and the terms hereof (together with any other rights, obligations or terms under the Loan Documents reasonably necessary to give effect to the provisions of this Paragraph 9.20) shall survive the repayment of the Obligations and any foreclosure, deed in lieu of foreclosure or similar proceedings by or through which Beneficiary or any of its successors or assigns or any other person bidding at a foreclosure sale may obtain title to the Property or any portion thereof.

9.21 ORS Chapter 93 Warning. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES

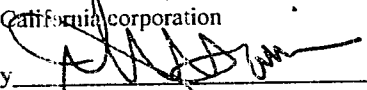
AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORC §30.930.

9.22 Statutory Notice. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE BENEFICIARY TO BE ENFORCEABLE.

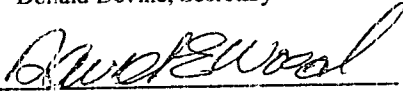
IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:

HARRIS HARMS, INC.,
a California corporation

By 
John C. Harris, President

By 
Donald Devine, Secretary


DAVID E. WOOD

24899

STATE OF CALIFORNIA

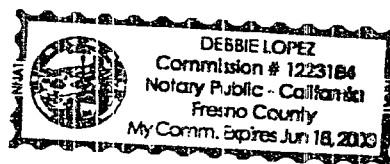
COUNTY OF FRESNO

)
)
) ss.

On June 19, 1999 before me, Debbie Lopez, Notary Public, personally appeared John C. Harris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Debbie Lopez
Notary Public



STATE OF CALIFORNIA

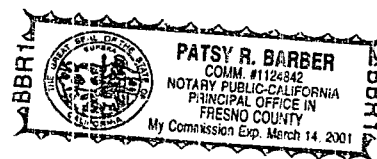
COUNTY OF FRESNO

)
)
) ss.

On June 16, 1999 before me, Patsy R. Barber, Notary Public, personally appeared Donald Devine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Patsy R. Barber
Notary Public



24900

STATE OF CALIFORNIA

COUNTY OF Fresno

)
) ss.
)

On June 17, 1999 before me, Patsy R. Barber, Notary Public, personally appeared David E. Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Patsy R. Barber
Notary Public



Trustor: HARRIS, FARMS, INC., a California corporation, and
 DAVID E. WOOD, an unmarried man
 Trustee: CHICAGO TITLE INSURANCE COMPANY
 Beneficiary: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
 a New Jersey corporation
 Date: June 3, 1999

DESCRIPTION OF THE LAND

The following real property located in Fresno County, California:

PARCEL 1:

The North half of the Southeast quarter and the South half of the Northeast quarter of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at a point at the Southeast corner of the Northeast quarter of said Section 34; thence Westerly along the Southerly line of said Northeast quarter and 150 feet, more or less, to a point; thence Northerly parallel to the Easterly line of said Section 34, 726 feet, more or less, to a point; thence Easterly parallel to the Southerly line of the Northeast quarter of said Section 34 to the Easterly line of said Section 34; thence Southerly along the Easterly line of the Northeast quarter of said Section 34 to the point of beginning.

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6058 Page 589 of Official Records, Document No. 81950.

PARCEL 2:

The Northwest quarter of Section 35, Township 18 South, Range, 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM the South 726 feet of the West 450 feet thereof.

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of

Exhibit A to Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with
 Assignment of Rents and Proceeds, Leases and Agreements

Page 1 of 15

whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 3:

Government Lots 1 and 2 in Section 2, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting and reserving unto the first party, its successors and assigns, all mines, oil and minerals under said premises, hereby conveyed with power to first party, its successors and assigns to take all usual, necessary or convenient means for working, drilling, getting, making, merchantable and taking away the said mines, oil and minerals, and also for the above purposes, or for any other purposes whatsoever, to lay and repair pipe for conveying oil from the said premises, as reserved in the deed from Imperial Oil Company, a corporation, to John Nichols, dated June 11, 1931, recorded July 30, 1931, in Book 1033 Page 191 of Official Records, Document No. 17294.

PARCEL 4:

The North half of the North half; and the Southwest quarter of Section 20, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 5:

Section 25, Township 18 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 6:

The North half of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 26, Township 18 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM unto the State of California 1/16 of all coal, oil, gas and other mineral deposits contained in said land, as provided by an Act of Legislature approved June 25, 1921 (Chapter 503, Statutes of California 1921).

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 7:

The Northeast quarter of Section 26, Township 18 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 8:

The Southeast quarter of Section 26, Township 18 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 9:

The Southeast quarter, the South half of the Northeast quarter; Government Lots 2 and 7 and the North half of Lots 5 and 8 and the South half of Lot 6 in Fractional Section 30,

Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM unto the State of California 1/16 of all coal, oil, gas and other mineral deposits contained in the North half of Lot 7, as provided by an Act of Legislature approved June 25, 1921 (Chapter 503, Statutes of California 1921).

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 10:

Section 29, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all petroleum, oil, natural gas and water in and under said Northeast quarter of said Section, together with the exclusive and perpetual right to enter in and upon said premises at all times for the purpose of drilling and operating thereon for petroleum, oil, natural gas and water, to erect and maintain thereon and to remove all houses, derricks, structures, machinery, pipelines, tanks and reservoirs necessary for the drilling and operation of oil wells and the production, storage and transportation of petroleum, oil, natural gas and water upon and from said premises; as granted by A. Domengine and Mary A. Domengine, husband and wife, to Bill Shell Petroleum Company, a corporation, by deed dated February 28, 1905, recorded April 28, 1905, in Book 318 Page 274 of Deeds.

PARCEL 11:

The East half of Lots 1 to 8, inclusive, in Fractional Section 31, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 12:

24905

All of Section 27, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 13:

The South half of Section 26, and that portion of the Southwest quarter of Section 25, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, lying Westerly of the West line of that parcel of land conveyed to the State of California for Interstate 5 Freeway, by Deed recorded June 12, 1968, in Book 5579 Page 170 of Official Records, Document No. 41039.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 14:

Lots 7, 8, 9, 10, 11, 12, 15 and 16 and the Southeast quarter of Section 6, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM unto the United States all coal and minerals in and under said land.

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

Exhibit A to Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with
Assignment of Rents and Proceeds, Leases and Agreements

Page 5 of 15

PARCEL 15:

The North half of the Southwest quarter of Section 28, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcels of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any land, including the right to lay pipelines and enter to repair the same, and to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines; and the right to drill for and pump water from said land and the right of ingress and egress over the surface of said parcel.

PARCEL 16:

The West half, the North half of the Northeast quarter, and the West half of the Southeast quarter of Section 32, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcels of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any land, including the right to lay pipelines and enter to repair the same, and to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines; and the right to drill for and pump water from said land and the right of ingress and egress over the surface of said parcel.

PARCEL 17:

The South half of the North half; the North half of the North half of the Southeast quarter and the South half of the Southeast quarter of Section 20, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all minerals and whatsoever nature (including but not limited to oil, other hydrocabons, gas and associated substances) in or under or that may be produced from said lands, as reserved in the deed from Shell Oil Company, a California Corporation, dated April 14, 1959, recorded May 14, 1959, in Book 4221 Page 406 of Official Records, Document No. 34848.

PARCEL 18:

The Northeast quarter of Section 35, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 19:

The South half of the North half of the Southeast quarter of Section 20, and the North half and the Southeast quarter of Section 28, all in Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all minerals and whatsoever nature (including but not limited to oil, other hydrocabons, gas and associated substances) in or under or that may be produced from said lands, as reserved in the deed from Shell Oil Company, a California Corporation, dated April 14, 1959, recorded May 14, 1959, in Book 4221 Page 406 of Official Records, Document No. 34848.

PARCEL 20:

The Northeast quarter of Section 33, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 21:

All of Section 21, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 22:

The East half of Lots 3, 4, 5 and 8 in Section 19, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 23:

The South half of Sections 16 and 17, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM the South half of the Southeast quarter of said Section 16.

ALSO EXCEPTING THEREFROM the North half of the Southeast quarter of said Section 16.

ALSO EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 24:

The South half of the Southwest quarter of Section 22, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 25:

Lots 3 and 4 and the South half of Lots 5 and 8 in Fractional Section 30, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half of grantor's interest in and to all oil, gas and other hydrocarbon substances and minerals and mineral rights of whatsoever nature and description, as reserved in that deed from the Catholic Foreign Mission Society of America, Inc., et al, to Jack Harris, recorded September 12, 1972, in Book 6068 Page 589 of Official Records, Document No. 81950.

PARCEL 26:

All of Fractional Section 5, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all petroleum, gas, asphaltum and other hydrocarbons, and other minerals, whether similar to those herein specified or not, within or underlying said land, or that may be produced therefrom, together with any and all easements, rights of way and servitudes in, under and upon said land, necessary or convenient in the judgment of grantor, to explore, by geophysical or other methods, for the purpose of determining subsurface geological conditions underlying said land and to drill for, produce, extract and take any of said minerals from said land, and to treat and to store the same thereon, to construct, reconstruct, use, maintain, erect, repair, replace, renew, change the size and location of, increase the number of and remove in, under, on and from said land all pipe lines, power lines, telephone and telegraph lines, and other structure and equipment which grantor may require in carrying on any of the operations, to take and use on said land water developed by grantor on said land necessary for such operations; together with the right of ingress and egress to and from said land for any and all of said purposes; as reserved in the deed from Standard Oil Company of California, a corporation, to Adolph M. Domengine, single, and Mary Edna Domengine, single, as joint tenants, dated July 12, 1945, recorded July 20, 1945, in Book 2254 Page 392 of Official Records, Document No. 28710.

PARCEL 27:

The North half of the South half of Section 22, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder for a period of 20 years from the recording of said deed at which time said minerals and said rights shall revert to the grantee therein or their successors in interest, as reserved in the deed recorded November 20, 1972, in Book 6094 Page 915 and in Book 6094 Page 916 of Official Records.

PARCEL 28:

The Northwest quarter of Section 26, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM 26-1/2% of all oil, gas and other hydrocarbon substances and other minerals in and under and that may be produced, saved and sold or removed from said real property, as conveyed by deeds dated March 2, 1940, recorded March 3, 1940, as Document Nos. 8455, 8456 and 8457, Official Records.

ALSO EXCEPTING THEREFROM 23-1/2% of all oil, gas and other hydrocarbon substances and other minerals, as reserved in the deed from Angelica Schuyler Bryce to Jack Harris, a married man, as to an undivided 1/2 interest; and Southwest Texas Corporation, a Texas corporation, as to an undivided 1/2 interest, recorded December 6, 1972, as Document No. 109575, Official Records.

PARCEL 29: (Deleted)

PARCEL 30:

Government Lots 1 and 2 of Section 6, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 31:

The West half of the Southeast quarter of the Southeast quarter of Section 33, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 32:

The South half of the Northeast quarter of the Northwest quarter of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 33:

The Southwest quarter of the Southwest quarter of Section 28, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting from parcels 1 through 28 and 30 through 33, an undivided one-half interest in a non-participating royalty interest in and to the oil, gas and other hydrocarbons, geothermal resources, and other minerals, in and under the property equal to the percentage of divided or undivided interest of such oil, gas and other hydrocarbon, geothermal resources and other minerals now owned by grantor ("non-participating royalty interest" as used here means participation in royalties on actual production but no participation in the power to lease or in the negotiated fruits of leasing, such as bonus and delay rentals), as reserved by Southwest Texas Corporation, in deed to David E. Wood, a single man, recorded July 18, 1983, as Document No. 83063356.

PARCEL 34:

All of fractional Section 3, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM commencing at the Northeast corner of said Section 3: thence South along the East line of said Section 3 a distance of 1524.80 feet to a point, said point being the true point of beginning; thence continuing South along the East line of said Section 3 to a distance of 1086.89 feet; thence West a distance of 1272.62 feet; thence North a distance of 1086.89 feet; thence East a distance of 1272.62 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property; and all geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or the associated energy found beneath the surface of the earth; and by-products of any of the foregoing such as minerals (exclusive of oil or

hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing as reserved in the Deed recorded August 31, 1998, as Document No. 98122596, Official Records.

PARCEL 35:

Commencing at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, running thence Easterly along the Northerly line of the South half of the South half of said Section 34 to the Easterly line of said Section 34; thence Southerly along the said Easterly line of Section 34, 330 feet; thence at right angles Westerly one mile, more or less to a point on the Westerly line of said Section 34, 330 feet South of the point of commencement; thence Northerly along the said Westerly line of said Section 34 to the point of commencement.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property; and all geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or the associated energy found beneath the surface of the earth; and by-products of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing as reserved in the Deed recorded August 31, 1998, as Document No. 98122596, Official Records.

PARCEL 36:

The South Half of the Southeast Quarter of Section 22, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, Fresno County Records.

PARCEL 37:

The North half of the Southeast quarter; the East half of the Southeast quarter of the Southeast quarter; the Southwest quarter of the Southeast quarter and the West half of Section 33, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 38:

The South half of the Northwest quarter; the Northwest quarter of the Northwest quarter; the North half of the Northeast quarter of the Northwest quarter of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 39:

The North half of the Southwest quarter of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING and RESERVING to the United States all the phosphate, nitrate, potash, asphaltic minerals, oil and gas in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509)

ALSO EXCEPT the deposits of coal, phosphate, sodium and oil shale herein referred to, in lands valuable for such minerals, as reserved by the United States of America, under the Act of February 25, 1920.

PARCEL 40:

The South 120 acres of the South half of the South half of Section 34, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 41:

The South half of Section 35, Township 18 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPT the following: Beginning at a point in the Southwest quarter of said Section 35, which point is 500 feet, more or less, East from a point on the Westerly line of said Section 35, said last mentioned point being South 400 feet, more or less, measured along the Westerly line of said Section 35 from the Northwest corner of the Southwest quarter of said Section 35; thence South parallel to said Westerly line of said Section 35, 580.8 feet, more or less, to a point; thence East 300 feet, more or less, to a point; thence North 580.8 feet, more or less, to a point; thence West 300 feet, more or less, to the Point of Beginning.

PARCEL 42:

Lots 1, 2, 3, 5 and 6 of Section 4, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 43:

Lot 6 and the North half of the Southwest quarter of the Northeast quarter, otherwise described as the North half of the West half of Lot 7 of Section 2, Township 19 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

PARCEL 44:

The Southwest quarter of Section 23, Township 18 South, Range 15 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM that portion conveyed to the State of California in the Deed recorded August 20, 1968 in Book 5604 Page 21 as Document No. 58300.

ALSO EXCEPTING therefrom all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the hereinabove described property or that may be produced therefrom, including, without limited the generality of the foregoing, all oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand, gravel and aggregates, and products derived therefrom, as granted to Bravo Oil Company in Deed recorded December 29, 1965 as Document No. 104217 in Book 5257 Page 25 of Official Records.

PARCEL 45:

The East half of the Southeast quarter and the South half of the Northeast quarter of Section 32, Township 18 South, Range 15 East Mount Diablo Base and Meridian, according to the official Plat thereof.

The following real property located in Klamath County, Oregon:

Township 33 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 25: The South Half of the Northeast Quarter;
 the Southeast Quarter;
 the East Half of the Southwest Quarter;

Exhibit A to Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with
Assignment of Rents and Proceeds, Leases and Agreements

Page 14 of 15

the North Half of the Northeast Quarter;
 the Northwest Quarter; and
 the West Half of the Southwest Quarter.
 (All of Section 25)

- Section 36: The East Half of the Northwest Quarter; and
 the Northeast Quarter.
- Section 26: The East Half of the Northeast Quarter of the Northeast Quarter;
 the East Half of the West Half of the Northeast Quarter of the Northeast
 Quarter;
 the Southeast Quarter of the Northeast Quarter;
 the Northeast Quarter of the Southeast Quarter; and
 the South Half of the Southeast Quarter.
- Section 23: The East Half of the Southeast Quarter of the Southeast Quarter; and
 the East Half of the West Half of the Southeast Quarter of the Southeast
 Quarter

**Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County,
 Oregon.**

- Section 30: The Southeast Quarter of the Northwest Quarter;
 the East Half of the Southwest Quarter;
 the Northeast Quarter of the Northwest Quarter; and
 Government Lots 1, 2, 3 and 4.
- Section 31: Government Lots 1 and 2; and
 the East Half of the Northwest Quarter.

Oregon Tax Account Numbers:

3306 00000 00400	Key No. 72593	Code No. 008
3307 V0000 06100	Key No. 76410	Code No. 008
3307 V0000 05800	Key No. 76394	Code No. 008
3306 00000 00500	Key No. 72534	Code No. 008
3306 00000 00900	Key No. 72628	Code No. 008
3307 V0000 05900	Key No. 76401	Code No. 008

Exhibit A to Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with
 Assignment of Rents and Proceeds, Leases and Agreements

Trustor: HARRIS, FARMS, INC., a California corporation, and
 Trustee: DAVID E. WOOD, an unmarried man
 Beneficiary: CHICAGO TITLE INSURANCE COMPANY
 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA.
 Date: a New Jersey corporation
 June 3, 1999

DESCRIPTION OF IMPROVEMENTS AND FIXTURES

(1) the following property located on that portion of the Land located in Fresno County, California:

one livestock scale, approximately 30 feet by 10 feet,
 fenced livestock processing area approximately 250 feet by 100 feet,
 covered storage shed, approximately 20 feet by 80 feet,
 two pipe horse corrals, approximately 100 feet by 150 feet each,
 one shallow (approximately 60 foot) livestock water well with pump:

(2) the following property located on that portion of the Land located in Klamath County, Oregon:

one domestic water well,
 covered livestock scales, approximately 30 feet by 10 feet,
 fenced livestock processing area approximately 250 feet by 150 feet,
 one barn with two utility rooms, hay storage area and two horse stalls.

State of Oregon, County of Klamath
 Recorded 6/25/99, at 9:04 a. m.
 In Vol. M99 Page 24878
 Linda Smith,
 County Clerk Fee \$ 205 - KR

Exhibit B to Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with
 Assignment of Rents and Proceeds, Leases and Agreements