

2001 FEB 28 PM 3: 26

RECORDING REQUESTED BY AND**WHEN RECORDED MAIL TO:**

Buchalter, Nemer, Fields & Younger
A Professional Corporation
333 Market Street, 29th Fl.
San Francisco, CA 94105
Attn: Sharon Morrissey

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

AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of December 18, 2000 (this "Amendment"), (i) is by and between **C&K MARKET, INC.**, an Oregon corporation, as trustor ("Trustor"), having an address at 615 5th Street, Brookings, Oregon 97415, and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, as beneficiary ("Beneficiary"), having an address at 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut 06856, and (ii) amends that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of September 26, 1997 (the "Deed of Trust"), from Trustor, in favor of First American Title Guaranty Company, as trustee, and Beneficiary, as beneficiary, recorded September 30, 1997, in Klamath County, Oregon, as Instrument No. Volume M-97 on page 31950

Preliminary Statement

A. On or about September 30, 1997, pursuant to the terms of that certain Loan Agreement, dated as of September 26, 1997 (as thereafter amended from time to time, the "Original Loan Agreement"), between Trustor, as borrower, and Beneficiary, as lender, Beneficiary made certain loans (collectively, the "Loan") to Trustor in the aggregate original principal amount of \$72,000,000.00, which Loan was evidenced by those certain Revolving Credit Notes, Term Loan Notes and Capex Notes, each dated September 30, 1997 (collectively, the "Original Notes"), each from Trustor, as payor, in favor of Beneficiary, as payee.

B. The Original Notes were secured by, among other things the Deed of Trust, which created a security interest in certain real property more particularly described in **Exhibit A**

B. The Original Notes were secured by, among other things the Deed of Trust, which created a security interest in certain real property more particularly described in **Exhibit A** hereto.

C. The parties now desire to amend the Original Loan to extend the maturity date, as well as to change certain other terms thereof (the "**Loan Amendment**"). In order to effectuate the Loan Amendment, the parties are entering into that certain Amended and Restated Loan Agreement, dated as of December 18, 2000 ("**Loan Agreement**"), between Trustor, as borrower, and Beneficiary, as lender. The Loan, as amended by the Loan Amendment, will be evidenced by those certain promissory notes substantially in the form of Exhibit B-2 (the "**Term Loan Note A**"), Exhibit B-3 (the "**Term Loan Note B**") and Exhibit B-4 (the "**Capex Notes**"; together with the Term Loan Note A and the Term Loan Note B herein collectively called the "**Notes**") to the Loan Agreement. The Loan, as amended, shall be payable in the amounts and on the dates and in accordance with the terms specified in the Loan Agreement and the Note.

D. In order to effectuate the Loan Amendment, the parties desire, among other things, to amend the Deed of Trust.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Deed of Trust as set forth below.

Agreement


1. The maturity date of the Loan is extended to five years from the closing date of the Loan Amendment, subject to certain terms and provisions as set forth in the Loan Agreement and the Notes.

2. In addition to the extension of the maturity date, the Loan has been modified as set forth in the Loan Agreement and the Notes.

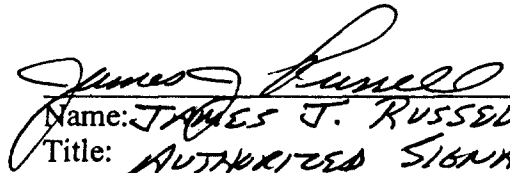
3. Except as set forth above, the Deed of Trust remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed and delivered this Amendment, all as of the date first above written.

C&K MARKET, INC.
an Oregon corporation

By: 
Name: Douglas A. Nidi Ffex
Title: President / CEO

**GENERAL ELECTRIC CAPITAL
CORPORATION**
a New York corporation

By: 
Name: JAMES J. RUSSELL
Title: AUTHORIZED SIGNATORY

(California)

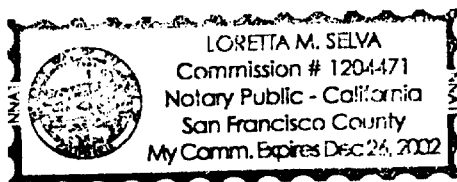
California
 STATE OF OREGON)
) ss.:

City of COUNTY OF CURRY)
San Francisco

On December 18, 2000, before me, the undersigned, a Notary Public in and for said State personally appeared Douglas A. Pediffer 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.

(Seal)



Loretta M. Selva

 Notary's Signature

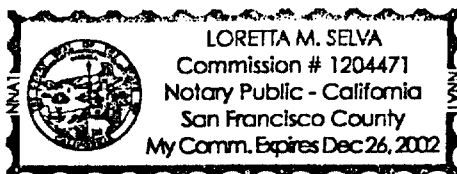
(California)

STATE OF CALIFORNIA)
) ss.:
City + COUNTY OF SAN FRANCISCO)

On December 18, 2000, before me, the undersigned, a Notary Public in and for said State personally appeared James J. Russell 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.

(Seal)



Loretta M. Selva
Notary's Signature

EXHIBIT "A"

PARCEL ONE:

A tract of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 39 S. R. 9 E.W.M., more particularly described as follows: Beginning at the West quarter corner of said Section 3; thence S. $00^{\circ}22'50''$ E. (along the W. line of said Section 3) 714.30 feet; thence S. $89^{\circ}52'40''$ E., parallel with and 250.00 feet from the southerly right of way line of Crosby Street, a distance of 50.00 feet to the E. right of way line of Washburn Way, said point being the true point of beginning of this description; thence continuing S. $89^{\circ}52'40''$ E. 320.00 feet; thence S. $00^{\circ}22'50''$ E. 50.00 feet; thence N. $89^{\circ}52'40''$ E. 320.00 feet to the easterly right of way line of said Washburn Way; thence N. $00^{\circ}22'50''$ W. 50.00 feet to the true point of beginning.

PARCEL TWO:

A tract of land being in the Westerly 320 feet of Lot 1, Block 5, Tract 1080 Washburn Park, a duly recorded plat, more particularly described as follows: Beginning at the Southwest corner of said Lot 1; thence North $00^{\circ}04'50''$ East along the West line of said Lot 1, 115.01 feet; thence South $89^{\circ}25'10''$ East 320.00 feet; thence South $00^{\circ}04'50''$ West 115.01 feet to the South line of said Lot 1; thence North $89^{\circ}25'10''$ West 320.00 feet to the point of beginning.

PARCEL THREE:

A tract of land situated in Lot 1, Block 5, Tract 1080-Washburn Park, a duly recorded subdivision, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the East line of said lot 1, said point being S. $00^{\circ}09'48''$ W. 245.00 feet from the Northeast corner of said Lot 1; thence N. $89^{\circ}25'10''$ W. parallel to the North line of said Lot 1, 231.37 feet to the West line of said Lot 1; thence S. $00^{\circ}04'50''$ W. on said West line and its extension, 165.00 feet to the South line of said Lot 1; thence S. $89^{\circ}25'10''$ E. 231.13 feet to the Southeast corner of said Lot 1; thence N. $00^{\circ}09'48''$ E. 165.00 feet to the point of beginning.

PARCEL FOUR:

Commencing at the one-quarter corner common to Sections 3 and 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence along the West boundary of said Section 3, South $0^{\circ}22'50''$ East, 464.30 feet; thence South $89^{\circ}52'40''$ East 50.00 feet to the intersection of the East boundary of Washburn Way with the South boundary of Crosby Avenue for the true point of beginning; thence along the South boundary of Crosby Avenue South $89^{\circ}52'40''$ East, 320.00 feet; thence South $0^{\circ}22'50''$ East, 250.00 feet; thence North $89^{\circ}52'40''$ West 320.00 feet to the East boundary of Washburn Way; thence along said boundary North $0^{\circ}22'50''$ West, 250.00 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land lying in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, deeded to State of Oregon, by and through its Department of Transportation, Highway Division, recorded August 31, 1976, in Volume M-76 on page 11933, Deed Records of Klamath County, Oregon, the said parcel being described as follows: Beginning on the East line of Washburn Way at a point 10 feet South of the intersection of said East line with the South line of Crosby Avenue; thence North along said East line 10 feet to said south line; thence East along said south line 25 feet; thence southwesterly in a straight line to the point of beginning.

PARCEL FIVE:

A tract of land situated in Lot 1, Block 5, Tract 1080, Washburn Park, a duly recorded subdivision, more particularly described as follow: Beginning at the NE corner of said Lot 1; thence N. 89°25'10" W., along the North line of said Lot 1, 231.72 feet; thence S. 00°04'50" W., along the West line of said Lot 1, 245.00 feet; thence S. 89°25'10" E. 231.37 feet to the East line of said Lot 1; thence N. 00°09'48" E. 245.00 feet to the point of beginning.

State of Oregon, County of Klamath
Recorded 02/28/01, at 3:26 p.m.
In Vol. M01 Page 8194
Linda Smith,
County Clerk Fee\$ 66⁰⁰