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Klamath County, Oregon



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PREPARED BY, RECORDING REQUESTED
BY, AND WHEN RECORDED MAIL TO:

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Los Angeles, California 90071-2007
Attention: Brenda T. Dieck, Esq.
File #1448012-0011

LINE OF CREDIT INSTRUMENT

**TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES, FINANCING STATEMENT AND FIXTURE FILING**

by and from

**DRISCOLL STRAWBERRY ASSOCIATES, INC.,
Grantor**

to

**AMERITITLE INC.,
Trustee**

for the benefit of

**AMERICAN AGCREDIT, PCA,
in its capacity as Collateral Agent, Beneficiary**

Dated as of December 23, 2010

County: Klamath
State: Oregon

LINE OF CREDIT INSTRUMENT (Oregon)

(A) This Trust Deed is a **LINE OF CREDIT INSTRUMENT** and secures all present and future advances made under the Secured Debt Agreements (as hereinafter defined). (B) The maximum principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements is Six Hundred Forty Million U.S. Dollars (\$640,000,000). (C) The maximum aggregate principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements may be exceeded by advances for matters referenced in ORS 86.155(2). (D) The term or maturity date, if any, under the Secured Debt Agreements, exclusive of any option to renew or extend such term or maturity date, is: December 1, 2020.

197.00

THIS TRUST DEED COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. ADDITIONALLY, THIS TRUST DEED SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A TRUST DEED, BUT ALSO AS A FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF GRANTOR (DEBTOR) AND BENEFICIARY (SECURED PARTY) ARE SET FORTH IN THE FIRST PARAGRAPH OF THIS TRUST DEED.

THIS TRUST DEED IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (HEREINAFTER DEFINED).

LINE OF CREDIT INSTRUMENT

TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING

THIS LINE OF CREDIT INSTRUMENT – TRUST DEED, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING (this “**Trust Deed**”) is dated as of December 23, 2010 by and from DRISCOLL STRAWBERRY ASSOCIATES, INC., a California corporation (“**Grantor**”), whose address is 345 Westridge Drive, Watsonville, California 95077-5045, to AmeriTitle Inc. (“**Trustee**”), with an address at 300 Klamath Avenue, Klamath Falls, Oregon 97601, for the benefit of AMERICAN AGCREDIT, PCA (“**AAC**”), as collateral agent (in such capacity, “**Collateral Agent**”) for and representative of the Secured Parties (hereinafter defined), having an address at 5560 South Broadway, Eureka, California 95503 (Collateral Agent, together with its successors and assigns, “**Beneficiary**”).

LINE OF CREDIT INSTRUMENT (Oregon)

This Trust Deed is a LINE OF CREDIT INSTRUMENT and secures all present and future advances made under the Secured Debt Agreements (as hereinafter defined). (B) The maximum principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements is Six Hundred Forty Million U.S. Dollars (\$640,000,000). (C) The maximum principal indebtedness amount to be advanced pursuant to the Secured Debt Agreements may be exceeded by advances for matters referenced in ORS 86.155(2). (D) The term or maturity date, if any, under the Secured Debt Agreements, exclusive of any option to renew or extend such term or maturity date, is: **December 1, 2020**.

RECITALS

WHEREAS, Wells Fargo Bank, National Association (“**Wells Fargo**”), as lender (the “**OPIC Loan Lender Creditor**”), has made and has agreed to make loans and certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Credit Agreement, dated as of October 1, 2009 (as amended, restated, supplemented or otherwise modified prior to the date hereof and including any amendments, restatements, refinancing and replacements thereof, the “**OPIC Loan Agreement**”), between Grantor and the OPIC Loan Lender Creditor.

WHEREAS, Wells Fargo, as bank (the “**Revolving Loan Lender Creditor**”), has made and has agreed to make loans and make certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Amended and Restated Credit Agreement, dated as of December 23, 2010 (as further amended, restated, supplemented or otherwise modified prior to the date hereof and including any amendments, restatements, refinancing and replacements thereof, the “**Revolving Loan Credit Agreement**”), between Grantor and the Revolving Loan Lender Creditor.

WHEREAS, the Revolving Loan Lender Creditor or any affiliate thereof (the “**Revolving Loan Secured Hedging Creditors**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

WHEREAS, the Lenders (as defined in the Term Loan Credit Agreement referred to herein) have made and have agreed to make loans and make certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Credit Agreement, dated as of December 23, 2010 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Term Loan**”).

Credit Agreement”), among Grantor, the Lenders and AAC, as arranger, administrative agent and collateral agent (“**Term Loan Administrative Agent**”; together with the Lenders, collectively, the “**Term Loan Lender Creditors**”).

WHEREAS, the Lenders or any affiliate thereof (the “**Term Loan Secured Hedging Creditors**”; together with the Term Loan Lender Creditors, collectively, the “**Term Loan Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements.

WHEREAS, Grantor and any other Grantor (as defined in the Intercreditor Agreement referred to herein) may from time to time enter into one or more indentures, credit agreements (excluding the OPIC Loan Agreement, the Revolving Loan Credit Agreement and the Term Loan Credit Agreement) or other documents or instruments (each, an “**Other Agreement**”) with any holder of any Other Obligations (as defined in the Intercreditor Agreement referred to herein) and such holder’s Authorized Representative (collectively, the “**Other Lender Creditors**”), pursuant to which Grantor and any other Grantor may incur Other Obligations.

WHEREAS, the holders of any Other Obligations or any affiliate thereof (the “**Other Secured Hedging Creditors**”; together with the Other Lender Creditors, collectively, the “**Other Secured Parties**”), and Grantor or a subsidiary of Grantor may from time to time enter into one or more Secured Hedging Agreements (as defined in the Intercreditor Agreement referred to herein).

WHEREAS, Collateral Agent, Wells Fargo, as the Authorized Representative (as defined in the Intercreditor Agreement referred to herein) for the OPIC Loan Lender Creditor (“**OPIC Authorized Representative**”; together with the OPIC Lender Creditor, collectively, the “**OPIC Loan Secured Parties**”), Wells Fargo, as the Authorized Representative (as defined in the Intercreditor Agreement referred to herein) for the Revolving Loan Lender Creditor (“**Revolver Administrative Agent**”; together with the Revolving Loan Lender Creditor and the Revolving Loan Secured Hedging Creditors, collectively, the “**Revolving Loan Secured Parties**”) and Term Loan Administrative Agent entered into that certain Intercreditor Agreement, dated as of December 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), to which Grantor and the other Grantors consented, pursuant to which OPIC Authorized Representative, Revolver Administrative Agent and Term Loan Administrative Agent have appointed, and upon its execution and delivery of an instrument substantially in the form of Annex B to the Intercreditor Agreement, each Authorized Representative for the Other Secured Parties of Series with respect to which it is acting in such capacity will appoint, Collateral Agent, and Collateral Agent has agreed to act, as Beneficiary under this Trust Deed for Revolver Administrative Agent, Term Loan Administrative Agent and each Authorized Representative for the Other Secured Parties of Series with respect to which it is acting in such capacity.

WHEREAS, Grantor is the owner of fee simple title to the Trust Property (hereinafter defined).

WHEREAS, it is a condition precedent to the making of the loans under the OPIC Loan Agreement, the Revolving Loan Credit Agreement and the Term Loan Credit Agreement and the incurrence of the Other Obligations that Grantor has executed and delivered to Beneficiary this Trust Deed.

NOW THEREFOR, as security for the Secured Obligations (hereinafter defined) and in consideration of the payment of ten dollars (\$10.00) and other benefits accruing to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows.

ARTICLE 1

DEFINITIONS

Section 1.1. Definitions. Unless noted otherwise, all capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Intercreditor Agreement. As used herein, the following terms shall have the following meanings:

(a) **"Event of Default"**: The meaning ascribed to the term "Event of Default" or the equivalent term under and as defined in the (i) OPIC Loan Agreement, (ii) Term Loan Credit Agreement, (iii) Revolving Loan Credit Agreement, or (iv) any Other Agreement.

(b) **"Government Authority"**: The government of the United States or any other nation, or any state, regional or local political subdivision or department thereof, and any other governmental or regulatory agency, authority, body, commission, central bank, board, bureau, organ, court, instrumentality or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, in each case whether federal, state, local or foreign (including supra-national bodies such as the European Union or the European Central Bank).

(c) **"Permitted Encumbrances"**: The following types of Liens (unless the existence of such Lien is prohibited by any applicable terms of any of the Secured Debt Agreements):

(i) Liens for taxes, assessments or governmental charges or claims the payment of which is not, at the time, required by the Secured Debt Agreements;

(ii) statutory Liens of landlords, Liens of collecting banks under the UCC on items in the course of collection, statutory Liens and rights of set-off of banks, statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (a) for amounts not yet overdue or (b) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of 30 days) are being contested in good faith by appropriate proceedings, so long as (1) such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts, and (2) in the case of a Lien with respect to any portion of the Trust Property, such contest proceedings conclusively operate to stay the sale of any portion of the Trust Property on account of such Lien;

(iii) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of statutory obligations, bids, leases, government contracts, trade contracts, and other similar obligations (exclusive of obligations for the payment of borrowed money), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any portion of the Trust Property on account thereof;

(iv) any attachment or judgment Lien not constituting an Event of Default;

(v) licenses (with respect to intellectual property and other property), leases or subleases granted to third parties in accordance with any applicable terms of the Secured Debt Agreements and not interfering in any material respect with the ordinary conduct of the business of Grantor or any of its Subsidiaries or resulting in a material diminution in the value of any Trust Property as security for the Secured Obligations;

(vi) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of Grantor or any of its Subsidiaries or result in a material diminution in the value of any Trust Property as security for the Secured Obligations;

(vii) any (a) interest or title of a lessor or sublessor under any lease not prohibited by the Secured Debt Agreements, (b) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (c) subordination of the interest of the lessee or sublessee under such lease to any Lien or restriction referred to in the preceding clause (b), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease;

(viii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(ix) any zoning or similar law or right reserved to or vested in any Government Authority to control or regulate the use of any real property;

(x) such title exceptions and matters as Collateral Agent has approved or shall approve hereafter in writing in its reasonable discretion;

(xi) discrepancies, conflicts in boundary lines, shortages in area, encroachments, or other facts which a correct survey would disclose, and which are not shown by the public records; and

(xii) Liens securing obligations (other than obligations representing indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Grantor and its Subsidiaries.

(d) **"Secured Debt Agreements"**: Collectively, (i) the OPIC Loan Agreement, (ii) the Revolving Loan Credit Agreement, (iii) the Term Loan Credit Agreement, (iv) each Secured Hedging Agreement, (v) each Other Agreement, and (vi) all security documents, guaranties and other operative agreements evidencing or governing the indebtedness under any of the foregoing.

(e) **"Secured Hedging Creditors"**: Collectively, (i) the Revolving Loan Secured Hedging Creditors, (ii) the Term Loan Secured Hedging Creditors, and (iii) each Other Secured Hedging Creditor.

(f) **"Secured Hedging Obligations"**: Collectively, (i) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Grantor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by such Grantor to the Secured Hedging Creditors, now existing or hereafter incurred under, arising out of or in connection with any Secured Hedging Agreement, whether such Secured Hedging Agreement is now in existence or hereinafter arising (including, without limitation, in the case of a Grantor that is a subsidiary guaranteeing the Secured Obligations, all obligations, liabilities and indebtedness of such Grantor under such guarantee in respect of the Secured Hedging Agreements), and (ii) the due performance and compliance by such Grantor with all of the terms, conditions and agreements contained in each such Secured Hedging Agreement.

(g) **"Secured Obligations"**: Collectively,

(i) (a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities, contingent obligations, guaranties and indebtedness of any Grantor under any OPIC Loan Documents (including, without limitation, principal, premium, make-whole amounts, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Grantor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), and all other monetary obligations of any Grantor to any OPIC Loan Secured Party, including obligations to pay fees, expenses, and reimbursement obligations under letters of credit, indemnification obligations (whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding))), whether now existing or hereafter incurred under, arising out of, or in connection with, any OPIC Loan Documents to which such Grantor is a party (including, without limitation, in the event such Grantor is a Subsidiary of Company that guaranties obligations under any OPIC Loan Document, all such obligations, liabilities and indebtedness of such Grantor under such guaranty) and (b) the due performance and compliance by such Grantor with all of the terms, conditions and agreements contained in each such OPIC Loan Document to which it is party;

(ii) (a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities, contingent obligations, guaranties and indebtedness (including, without limitation, principal, premium, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Grantor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), reimbursement obligations under letters of credit, fees, costs and indemnities) of such Grantor to the Term Loan Secured Parties, whether now existing or hereafter incurred under, arising out of, or in connection with, each Loan Document (as defined in the Term Loan Credit Agreement) to which such Grantor is a party (including, without limitation, in the event such Grantor is a Subsidiary Guarantor (as defined in the Term Loan Credit Agreement), all such obligations, liabilities and indebtedness of such Grantor under its Subsidiary Guaranty (as defined in the Term Loan Credit Agreement)), (b) the due performance and compliance by such Grantor with all of the terms, conditions and agreements contained in each such Loan Document (as defined in the Term Loan Credit Agreement), and (c) any Secured Hedging Obligations owed to a Term Loan Secured Hedging Creditor;

(iii) (a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities, contingent obligations, guaranties and indebtedness (including, without limitation, principal, premium, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Grantor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), reimbursement obligations under letters of credit, fees, costs and indemnities) of such Grantor to any Revolving Loan Secured Party, whether now existing or hereafter incurred under, arising out of, or in connection with, the Revolving Loan Credit Agreement and all security documents, guaranties and other operative agreements evidencing or governing the indebtedness thereunder (collectively, the **"Revolving Loan Documents"**) to which such Grantor is a party (including, without limitation, in the event such

Grantor is a subsidiary of Grantor that guaranties the obligations under the Revolving Loan Documents, all such obligations, liabilities and indebtedness of such Grantor under such guaranty), (b) the due performance and compliance by such Grantor with all of the terms, conditions and agreements contained in the Revolving Loan Documents, and (c) any Secured Hedging Obligations owed to a Revolving Loan Secured Hedging Creditor; and

(iv) (a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities, contingent obligations, guaranties and indebtedness (including, without limitation, principal, premium, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Grantor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), reimbursement obligations under letters of credit, fees, costs and indemnities) of such Grantor to the Other Secured Parties, whether now existing or hereafter incurred under, arising out of, or in connection with, any Other Agreements and all security documents, guaranties and other operative agreements evidencing or governing the indebtedness thereunder (collectively, the **"Other Loan Documents"**) to which such Grantor is a party (including, without limitation, in the event such Grantor is a subsidiary of Grantor that guaranties obligations under any Other Loan Documents, all such obligations, liabilities and indebtedness of such Grantor under such guaranty), (b) the due performance and compliance by such Grantor with all of the terms, conditions and agreements contained in each such Other Loan Documents, and (c) any Secured Hedging Obligations owed to an Other Secured Hedging Creditor; provided that in each case (a), (b) and (c), such obligations have been designated as Other Obligations pursuant to and in accordance with Section 5.13 of the Intercreditor Agreement.

(h) **"Secured Parties"**: Collectively, (i) Collateral Agent, (ii) the OPIC Loan Secured Parties, (iii) the Revolving Loan Secured Parties, (iv) the Term Loan Secured Parties, and (v) any Other Secured Parties.

(i) **"Trust Property"**: All of Grantor's right, title and interest in and to (1) the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Grantor (the **"Land"**), (2) all improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon the Land (the **"Improvements"**); the Land and Improvements are collectively referred to as the **"Premises"**), (3) all materials, supplies, equipment, fixtures, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **"Fixtures"**), (4) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the **"Personalty"**), (5) all reserves, escrows or impounds required under the Secured Debt Agreements and all deposit accounts maintained by Grantor with respect to the Trust Property (the **"Deposit Accounts"**), (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Trust Property, together with all related security and other deposits (the **"Leases"**), (7) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Trust Property (the **"Rents"**), (8) all other agreements, such as

construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Trust Property (the "**Property Agreements**"), (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances, mineral rights, oil and gas rights, air rights, trees, bulbs, flowers and other plants, growing stock, crops, fruits, berries and crops of nursery products, of any size, any age and any species, whether now located in or on or hereafter planted or growing in or on the Land, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with the Land, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidence of such rights appertaining to the foregoing, (10) all property tax refunds (the "**Tax Refunds**"), (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**"), (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "**Insurance**"), (13) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the "**Condemnation Awards**") and (14) all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Property, hereafter acquired by, or released to, Grantor or constructed, assembled or placed by Grantor on the Land, and all conversions of the security constituted thereby (the "**After Acquired Property Interests**"). As used in this Trust Deed, the term "Trust Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. The listing of specific rights or property shall not be interpreted as a limitation of general terms.

(j) "**UCC**": The Uniform Commercial Code of California or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than California, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2

GRANT

Section 2.1. Grant. To secure the full and timely payment and performance of the Secured Obligations, Grantor GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS, to Trustee the Trust Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Trust Property, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Trust Property unto Trustee.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Subject to the provisions of the Secured Debt Agreements, Grantor warrants, represents and covenants to Beneficiary as follows:

Section 3.1. Title to Trust Property and Lien of this Instrument. Grantor has good and marketable title to the Trust Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Trust Deed creates valid, enforceable first priority liens and security interests against the Trust Property.

Section 3.2. First Lien Status. Grantor shall preserve and protect the first lien and security interest status of this Trust Deed. If any lien or security interest other than the Permitted Encumbrances is asserted against the Trust Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Secured Debt Agreements.

Section 3.3. Payment and Performance. Grantor shall pay and perform the Secured Obligations in full when they are required to be paid and performed under the Secured Debt Agreements.

Section 3.4. Replacement of Fixtures and Personalty. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty owned or leased by Grantor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is permitted to be removed by the Secured Debt Agreements, or is obsolete and is replaced by an article of equal or better suitability and value, owned by Grantor subject to the liens and security interests of this Trust Deed and the Secured Debt Agreements, and free and clear of any other lien or security interest except such as may be permitted under the Secured Debt Agreements or first approved in writing by Beneficiary.

Section 3.5. Inspection. Grantor shall permit Beneficiary and the other Secured Parties, and their respective agents, representatives and employees, upon reasonable prior notice to Grantor, to inspect the Trust Property and all books and records of Grantor located thereon, and to conduct such environmental and engineering studies as Beneficiary or the other Secured Parties may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Trust Property.

Section 3.6. Payment of Taxes and Other Obligations.

(a) Grantor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all Taxes and other obligations with respect to the Trust Property or any part thereof or upon the Rents from the Trust Property or arising in respect of the occupancy, use or possession thereof in accordance with, and to the extent required by, the Secured Debt Agreements.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying the laws now in force governing the taxation of this Trust Deed or debts secured by mortgages or deeds of trust (other than laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Beneficiary, either directly or indirectly, on this Trust Deed or any Secured Debt Agreements, or requiring an amount of taxes to be withheld or deducted therefrom, Grantor will promptly (i) notify Beneficiary of such event, (ii) enter into such further instruments as Beneficiary may determine are reasonably necessary or desirable to obligate Grantor to make any additional payments necessary to put the Secured Parties in the same financial position they would have been if such law, order, rule or regulation had not been passed and (iii) make such additional payments to Beneficiary for the benefit of the Secured Parties.

Section 3.7. Maintenance and Preservation of Trust Property. Subject to the provisions of the Secured Debt Agreements, Grantor covenants:

(a) to keep the Trust Property in good condition and repair;

(b) except with Beneficiary's prior written consent, not to remove, demolish or alter any portion of the Improvements if such removal, demolition or alteration shall substantially decrease the value of the Improvements;

(c) not to initiate or acquiesce in any change in any zoning or other land classification which affects the Trust Property;

(d) to restore promptly and in good workmanlike manner any portion of the Improvements which may be damaged or destroyed;

(e) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Trust Property: (1) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (2) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (3) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(f) not to commit or permit waste of the Trust Property (ordinary wear and tear excepted); and

(g) to do all other acts which from the character or use of the Trust Property may be reasonably necessary to maintain and preserve its value.

Section 3.8. Required Insurance; Use of Proceeds. Grantor will, at its expense, at all times provide, maintain and keep in full force and effect policies of property, hazard and liability insurance in accordance with the Secured Debt Agreements with respect to the Trust Property, together with statutory workers' compensation insurance with respect to any work to be performed on or about the Trust Property. If any portion of the Improvements is located in an area identified as a special flood hazard area by Federal Emergency Management Agency or any successor thereto or other applicable agency, Grantor shall purchase flood insurance in an amount satisfactory to Beneficiary, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973, each as amended from time to time. Grantor shall give prompt written notice to Beneficiary of the occurrence of any damage to or destruction of the Improvements (which term as used in this Section 3.8 shall include Fixtures). In the event of foreclosure of the lien of this Trust Deed or other transfer of title or assignment of the Trust Property in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Grantor in and to all proceeds then payable under any policy of insurance required by this Trust Deed shall inure to the benefit of and pass to the successor in interest of Grantor, or the purchaser or Grantor of the Trust Property. Beneficiary shall have the right to participate in and approve the settlement of any claim made by Grantor against any insurance company.

Section 3.9. Other Covenants. All of the covenants in the Secured Debt Agreements are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land.

Section 3.10. Condemnation Awards and Insurance Proceeds.

(a) Condemnation Awards. Grantor assigns all awards and compensation to which it is entitled for any condemnation or other taking, or any purchase in lieu thereof, to Beneficiary and authorizes Beneficiary to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Secured Debt Agreements.

(b) Insurance Proceeds. Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Trust Property. Grantor authorizes Beneficiary to collect and receive such proceeds, subject to the terms of the Secured Debt Agreements, and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly.

Section 3.11. Transfer or Encumbrance of the Trust Property. Grantor shall not, except as and to the extent permitted in the Secured Debt Agreements, sell, convey, alienate, mortgage, encumber, pledge, lease or otherwise transfer the Trust Property or any part thereof, or permit the Trust Property or any part thereof to be sold, conveyed, alienated, mortgaged, encumbered, pledged, leased or otherwise transferred.

Section 3.12. After Acquired Property Interests. All After Acquired Property Interests, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further trust deed, conveyance, assignment or other act by Grantor, shall become subject to the Lien of this Trust Deed (as provided in the granting clauses hereof) as fully and completely, and with the same effect, as though owned by Grantor on the date hereof and specifically described in the granting clauses hereof. Grantor shall execute and deliver to Beneficiary all such other assurances, deeds of trust, conveyances or assignments thereof as Beneficiary may reasonably require for the purpose of expressly and specifically subjecting such After Acquired Property Interests to the Lien of this Trust Deed. Grantor hereby irrevocably authorizes and appoints Beneficiary as the agent and attorney-in-fact of Grantor, following the occurrence and during the continuance of an Event of Default, execute all such documents and instruments on behalf of Grantor, which appointment shall be irrevocable and coupled with an interest.

Section 3.13. Non-Residential Trust Deed. Grantor warrants that it is engaging in this transaction exclusively for business, commercial or investment purposes (and not for personal, family or household purposes). As to the Trust Property in Oregon, Grantor warrants that this Trust Deed is not and will not at any time constitute a residential trust deed (as that term is defined in ORS 86.705 or its successor statutes).

ARTICLE 4 **DEFAULT AND FORECLOSURE**

Section 4.1. Remedies. If an Event of Default exists, Beneficiary may, at Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Secured Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Trust Property. Enter the Trust Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Grantor remains in possession of the Trust Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) Operation of Trust Property. Hold, lease, develop, manage, operate or otherwise use the Trust Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions,

from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Trustee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Trust Deed, either by judicial action or by power of sale, in which case the Trust Property may be sold for cash or credit in one or more parcels as Beneficiary may determine. With respect to any notices required or permitted under the UCC, Grantor agrees that five (5) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any of the other Secured Parties may be a purchaser at such sale. If Beneficiary is the highest bidder, Beneficiary may credit the portion of the purchase price that would be distributed to Beneficiary against the Secured Obligations in lieu of paying cash. In the event this Trust Deed is foreclosed by judicial action, appraisal of the Trust Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Trust Property for the repayment of the Secured Obligations, the appointment of a receiver of the Trust Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Trust Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Secured Debt Agreements or otherwise available at law or in equity.

Section 4.2. Separate Sales. The Trust Property may be sold in one or more parcels and in such manner and order as Trustee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3. Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary, the other Secured Parties, and Trustee shall have all rights, remedies and recourses granted in the Secured Debt Agreements and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Secured Debt Agreements, or against the Trust Property, or against any one or more of them, at the sole discretion of Beneficiary, the other Secured Parties, or Trustee, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or Trustee or the other Secured Parties in the enforcement of any rights, remedies or recourses under the Secured Debt Agreements or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4. Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Trust Property, any part of the Trust Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Secured Debt Agreements or their status as a first and prior lien and security interest in and to the Trust Property.

For payment of the Secured Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5. Waivers and Releases. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Trust Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Trustee or Beneficiary to exercise or the actual exercise of any right, remedy or recourse provided for under the Secured Debt Agreements, (c) any right to a marshalling of assets or a sale in inverse order of alienation, (d) any right to appraisal or valuation of any portion of the Trust Property, and (e) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption or sale of the Trust Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency.

Section 4.6. Discontinuance of Proceedings. If Beneficiary, the other Secured Parties, or Trustee shall have proceeded to invoke any right, remedy or recourse permitted under the Secured Debt Agreements and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary, the other Secured Parties, or Trustee, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Beneficiary, the other Secured Parties, and Trustee shall be restored to their former positions with respect to the Secured Obligations, the Secured Debt Agreements, the Trust Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary, the other Secured Parties, and Trustee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary, the other Secured Parties, or Trustee thereafter to exercise any right, remedy or recourse under the Secured Debt Agreements for such Event of Default.

Section 4.7. Application of Proceeds. Subject to the provisions of the Secured Debt Agreements, the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Trust Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in accordance with the terms of the Intercreditor Agreement.

Section 4.8. Occupancy After Foreclosure. Any sale of the Trust Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9. Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Beneficiary and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary or any other Secured Party under this Section 4.9, or otherwise under this Trust Deed or any of the Secured Debt Agreements or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Secured Obligations, and all such sums, together with interest thereon, shall be secured by this Trust Deed.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses, whether incurred at trial, on appeal, in an arbitration proceeding or in bankruptcy) of or incidental to the perfection and enforcement of this Trust Deed and the Secured Debt Agreements, or the enforcement, compromise or settlement of the Secured Obligations or any claim under this Trust Deed and the Secured Debt Agreements, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise.

Section 4.10. No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Beneficiary under the Secured Debt Agreements, at law or in equity shall cause Beneficiary, any other Secured Party, or Trustee to be deemed or construed to be a mortgagee in possession of the Trust Property, to obligate Beneficiary, any Secured Party, or Trustee to lease the Trust Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5

ASSIGNMENT OF RENTS AND LEASES

Section 5.1. Assignment. In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Trust Deed, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Trustee (for the benefit of Beneficiary) and to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice to Grantor by Trustee or Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law). Additionally, while any Event of Default exists Beneficiary shall be entitled to: (a) notify any person that the Leases have been assigned to Beneficiary and that all Rents are to be paid directly to Beneficiary, whether or not Beneficiary has commenced or completed foreclosure or taken possession of the Trust Property; (b) settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations under the Leases; (c) enforce payment of Rents and other rights under the Leases, prosecute any action or proceeding, and defend against any claim with respect to Rents and Leases; (d) enter upon, take possession of and operate the Trust Property; (e) lease all or any part of the Trust Property; and/or (f) perform any and all obligations of Grantor under the Leases and exercise any and all rights of Grantor therein contained to the full extent of Grantor's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver. Grantor hereby irrevocably authorizes and directs each tenant under any Lease to rely upon any written notice of an Event of Default sent by Beneficiary to any such tenant, and thereafter to pay Rents to Beneficiary, without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from Grantor, who shall have no right or claim against any such tenant for any such Rents so paid to Beneficiary.

Section 5.2. Perfection Upon Recordation. Grantor acknowledges that Beneficiary and Trustee have taken all actions necessary to obtain, and that upon recordation of this Trust Deed

Beneficiary and Trustee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that upon recordation of this Trust Deed Trustee's and Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of commencing a foreclosure action with respect to this Trust Deed, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3. Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and Beneficiary agree that (a) this Trust Deed shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Trust Deed extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4. No Merger of Estates. So long as part of the Secured Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Trust Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1. Security Interest. This Trust Deed constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards and all other Trust Property which is personal property under the UCC. To this end, Grantor grants to Beneficiary a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Trust Property which is personal property to secure the payment and performance of the Secured Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards and all other Trust Property which is personal property sent to Grantor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

Section 6.2. Financing Statements. Grantor shall execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's chief executive office is in the State of California at the address set forth in the first paragraph of this Trust Deed.

Section 6.3. Fixture Filing. This Trust Deed shall also constitute a "fixture filing" for the purposes of the UCC against all of the Trust Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the first paragraph of this Trust Deed. The name of the record

owner of the real property on which goods are or are to become fixtures is Driscoll Strawberry Associates, Inc. Grantor's organizational identification number is C0271361.

ARTICLE 7

CONCERNING THE TRUSTEE

Section 7.1. Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee's services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; however, Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct. Grantor's obligations under this Section 7.1 shall not be reduced or impaired by principles of comparative or contributory negligence.

Section 7.2. Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law or the terms of the Intercreditor Agreement), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 7.3. Successor Trustees. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 7.4. Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 7.5. Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Trust Deed, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

Section 7.6. Acceptance by Trustee. Trustee accepts the trust created by this Trust Deed when this Trust Deed, duly executed and acknowledged, is made a public record as required by applicable law.

ARTICLE 8
MISCELLANEOUS

Section 8.1. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

if to Trustee or Beneficiary, to it at:

c/o American AgCredit, PCA
5560 South Broadway
Eureka, California 95503
Attention: Gary Van Schuyver
Telephone: 831-424-1756
Telecopier: 831-422-6599
E-mail:GVanschuyver@agloan.com;

if to Grantor, to it at:

Driscoll Strawberry Associates, Inc.
345 Westridge Drive
Watsonville, California 95077-5045
Attention: Elly Hoever
Telephone: 831-763-3285
Telecopier: 831-763-5754
E-mail:elly.hoever@driscolls.com.

Section 8.2. Covenants Running with the Land. All Secured Obligations contained in this Trust Deed are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Trust Property. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Trust Deed and to any subsequent owner of all or any portion of the Trust Property. All Persons who may have or acquire an interest in the Trust Property shall be deemed to have notice of, and be bound by, the terms of the Secured Debt Agreements; however, no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.3. Attorney-in-Fact. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Trust Deed or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Trust Property, and (d) while any Event of Default exists, to perform any obligation of Grantor hereunder, however: (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and

included in the Secured Obligations and shall bear interest at the rate or rates at which interest is then computed on the Secured Obligations; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4. Successors and Assigns. This Trust Deed shall be binding upon and inure to the benefit of Beneficiary, the other Secured Parties, Trustee and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or Secured Obligations hereunder.

Section 8.5. No Waiver. Any failure by Beneficiary, the other Secured Parties or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Secured Debt Agreements shall not be deemed to be a waiver of same, and Beneficiary, the other Secured Parties or Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6. Conflict or Inconsistency. If any conflict or inconsistency exists between this Trust Deed and the Intercreditor Agreement, the Intercreditor Agreement shall govern and control.

Section 8.7. Release or Reconveyance. Upon payment and performance in full of the Secured Obligations or upon a sale or other disposition of the Trust Property permitted by the Secured Debt Agreements, Beneficiary, at Grantor's expense, shall release the liens and security interests created by this Trust Deed or reconvey the Trust Property to Grantor.

Section 8.8. Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Trust Deed or the Secured Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary, the other Secured Parties or Trustee.

Section 8.9. Applicable Law. The provisions of this Trust Deed regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Trust Property is located. All other provisions of this Trust Deed shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

Section 8.10. Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.11. Entire Agreement. This Trust Deed and the other Secured Debt Agreements embody the entire agreement and understanding between Grantor and Beneficiary and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Secured Debt Agreements may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 8.12. Beneficiary as Collateral Agent; Successor Collateral Agents.

(a) Collateral Agent has been appointed to act as Collateral Agent hereunder by the other Secured Parties. Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Trust Property) in accordance with the terms of the Intercreditor Agreement, any related agency agreement among Collateral Agent and the other Secured Parties (collectively, as amended, supplemented or otherwise modified or replaced from time to time, the "**Agency Documents**") and this Trust Deed. Grantor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Collateral Agent, without inquiry into the existence of required consents or approvals of the other Secured Parties therefor.

(b) Beneficiary shall at all times be the same Person that is Collateral Agent under the Intercreditor Agreement. Written notice of resignation by Collateral Agent pursuant to the Agency Documents shall also constitute notice of resignation as Collateral Agent under this Trust Deed. Removal of Collateral Agent pursuant to any provision of the Agency Documents shall also constitute removal as Collateral Agent under this Trust Deed. Appointment of a successor Collateral Agent pursuant to the Agency Documents shall also constitute appointment of a successor Collateral Agent under this Trust Deed. Upon the acceptance of any appointment as Collateral Agent by a successor Collateral Agent under the Agency Documents, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent as the Beneficiary under this Trust Deed, and the retiring or removed Collateral Agent shall promptly (i) assign and transfer to such successor Collateral Agent all of its right, title and interest in and to this Trust Deed and the Trust Property, and (ii) execute and deliver to such successor Collateral Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the liens and security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and Secured Obligations under this Trust Deed. After any retiring or removed Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Trust Deed and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Trust Deed while it was the Collateral Agent hereunder.

Section 8.13. Partial Invalidity. If any of the provisions of this Trust Deed or the application thereof to any person, party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Trust Deed, or the application of such provision or provisions to persons, parties or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Trust Deed shall be valid and enforceable to the fullest extent permitted by law.

Section 8.14. Multisite Real Estate Transaction. Grantor acknowledges that this Trust Deed is one of a number of other deeds of trust and security documents that secure the Secured Obligations. Grantor agrees that the lien of this Trust Deed shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Beneficiary of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any Secured Obligation or indebtedness hereby secured or any collateral security therefor including the other deeds of trust and other security documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations secured or of any of the collateral security therefor, including the other deeds of trust and other security documents or of any

guarantee thereof, and Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the other deeds of trust and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the other deeds of trust and other security documents shall not in any manner impair the indebtedness hereby secured or the lien of this Trust Deed and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any of the other deeds of trust and other security documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the other deeds of trust and other security documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

Section 8.15. Reduction of Secured Amount. In the event the maximum principal amount secured by this Trust Deed is less than the aggregate Secured Obligations, then the amount secured hereby shall be reduced only by the last and final sums repaid with respect to the Secured Obligations and shall not be reduced by any intervening repayments of the Secured Obligations. So long as the balance of the Secured Obligations exceeds the amount secured hereby, any payments of the Secured Obligations shall not be deemed to be applied against, or reduce, the portion of the Secured Obligations secured by this Trust Deed.

Section 8.16. Future Advances. This Trust Deed is given to secure the Secured Obligations under, or in respect of, the Secured Debt Agreements and shall secure not only Secured Obligations with respect to presently existing indebtedness under the foregoing documents and agreements but also any and all other obligations which may hereafter be owing to the Secured Parties under the Secured Debt Agreements, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, whether such advances or obligations are obligatory or to be made at the option of the Secured Parties, or otherwise, to the same extent as if such future advances or obligations were made on the date of the execution of this Trust Deed. The lien of this Trust Deed shall be valid as to all Secured Obligations secured hereby, including future advances and obligations, from the time of its filing for record in the recorder's office of the county in which the Trust Property is located. This Trust Deed is intended to and shall be valid and have priority over all subsequent Liens and encumbrances, including statutory Liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby and Liens permitted under the Secured Debt Agreements related thereto. Although this Trust Deed is given to secure all future advances and obligations made by Beneficiary and/or the other Secured Parties to or for the benefit of Grantor and any Subsidiary Guarantor and/or the Trust Property, whether obligatory or optional, Grantor and Beneficiary hereby acknowledge and agree that Beneficiary and the other Secured Parties are obligated by the terms of the Secured Debt Agreements to make certain future advances or obligations, including advances of a revolving nature, subject to the fulfillment of the relevant conditions set forth in the Secured Debt Agreements.

Section 8.17. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRUST DEED MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, OR THE COURTS OF THE STATE WHERE THE TRUST PROPERTY IS LOCATED AND, BY EXECUTION AND DELIVERY OF THIS TRUST DEED, GRANTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GRANTOR HEREBY FURTHER

IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS, LACK JURISDICTION OVER GRANTOR, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRUST DEED BROUGHT IN ANY OF THE AFORESAID COURTS, THAT ANY SUCH COURT LACKS JURISDICTION OVER GRANTOR. GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO GRANTOR AT ITS ADDRESS FOR NOTICES PURSUANT TO SECTION 8.1 HEREOF, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF TRUSTEE, BENEFICIARY, OR ANY SECURED PARTY, TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST GRANTOR IN ANY OTHER JURISDICTION.

(b) GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS TRUST DEED BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS TRUST DEED.

Section 8.18. Maturity Date. The stated maturity date, excluding any option to renew or extend such maturity date, of the Secured Obligations is December 1, 2020.

Section 8.19. OREGON NOTICES. Under Oregon law (if it were applicable for any reason, contrary to the parties' choice of law), we (Beneficiary) are (or may be) required to advise you (Grantor) that for non-consumer, non-credit card loans, an agreement, promise or commitment (a) to lend money, (b) to otherwise extend credit, (c) to forbear with respect to the repayment of any debt payable in money, (d) to modify or amend the terms under which the person has lent money or otherwise extended credit, (e) to release any guarantor or cosigner, or (f) to make any other financial accommodation pertaining to an existing debt or other extension of credit, is void and therefore unenforceable, unless such agreement is in writing, expresses consideration and is signed by the party to be charged.

In compliance with this law, please read carefully and, by execution of this Trust Deed, you (Grantor) acknowledge your receipt and understanding of the following statement:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (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 AN AUTHORIZED REPRESENTATIVE OF LENDER TO BE ENFORCEABLE.

Under Oregon law (if it were applicable, contrary to the parties' choice of law), we also are (or may be) required to notify you of certain matters related to our right to place insurance on the property that is collateral for our loan in certain circumstances. In compliance with this law, please read carefully and acknowledge your receipt and understanding of the following warning:

WARNING:

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THE SECURED DEBT AGREEMENTS, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE TRUST PROPERTY BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO THE SECURED OBLIGATIONS. IF THIS COST IS ADDED TO THE SECURED OBLIGATIONS, THE INTEREST RATE PAYABLE UNDER THE UNDERLYING SECURED DEBT AGREEMENT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF THE COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

(Each reference to "you" and "your" shall refer to Grantor, and each reference to "us" and "we" shall refer to Beneficiary).

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IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

GRANTOR:

DRISCOLL STRAWBERRY ASSOCIATES, INC.,
a California corporation

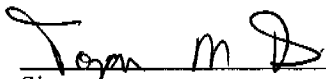
By: 
Name: M. Sean Martin
Title: Chief Financial Officer

State of California)
County of San Francisco) ss.

On 12.9.10, before me, Tonya M Davis personally appeared M. Sean Martin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature

(Seal)

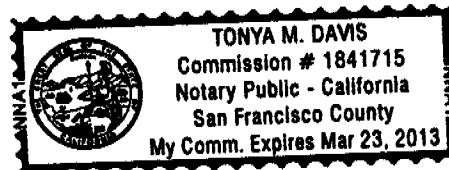


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: (Orem)

PARCEL 1:

Parcels 2 and 3 of Land Partition 16-99, said Land Partition being situated in the NW1/4, SW1/4, W1/2 SE1/4 of Section 9 and N1/2 of Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon,

ALSO

Parcel 3 of Land Partition 124-06, said Land Partition being a replat of Parcel 1 of Land Partition 16-99 and including other property, said Land Partition being situated in the NE1/4 of Section 8 and in the NW1/4 of Section 9, all in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

The SE1/4 SE1/4 and that portion of Government Lot 8 lying Southerly of the USBR D-10 Lateral in Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

The following described property in Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Government Lot 13; that portion of Government Lot 9 in the NW1/4 SE1/4 and, all that portion of the W1/2 NE1/4 and of the NW1/4 lying Northerly and Easterly of Lost River, EXCEPT the following described portion thereof: That part of Government Lot 2 and of Government Lot 9 of Section 16 lying South of "J" Canal and Easterly of the new State Highway.

SAVING AND EXCEPTING from the above described property the following:

That portion of Government Lot 13 lying Easterly of a line lying 180 feet West of the East line of said lot.

Right of way conveyed to the Modoc Northern Railway Company by deed recorded in Volume 30, page 138, Deed Records of Klamath County, Oregon and recorded in Volume 34, page 528, Deed Records of Klamath County, Oregon.

Right of way conveyed to the Great Northern Railway Company by deed recorded in Volume 84 on pages 627 and 628, Deed Records of Klamath County, Oregon.

Right of way conveyed to the Great Northern Railway Company by deed recorded in Volume 85, page 322, Deed Records of Klamath County, Oregon.

Right of way conveyed to the United States of America for Lower Lost River Channel Improvement by deed recorded in Volume 261, page 168, Deed Records of Klamath County, Oregon.

AND ALSO EXCEPTING THEREFROM any portion of Parcel 3 of said Land Partition 16-99.

PARCEL 4:

The following described parcel of land in Section 8, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

All that portion of the E1/2 E1/2, Section 8, lying North and East of Lost River and South of the Southern Pacific Railroad right of way.

PARCEL 5:

The following described property in Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

That portion of the SW1/4 of said Section 9 lying Northerly and Easterly of Lost River and Southwesterly of the Southern Pacific Railroad right of way.

PARCEL 6:

That portion of Government Lot 1 in Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the USBR "J" Canal.

PARCEL 7:

All that portion of the S1/2 N1/2 SW1/4 and S1/2 SW1/4 of Section 10, and all that portion of Government Lots 2 and 3 of Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which lies West of the West line of the 9-E-2 Drain which runs North and South through the SE1/4 SW1/4 and which lies West of the West line of said Drain extended North to the North line of the S1/2 NE1/4 SW1/4 and South to the South line of Government Lot 2 in said Section 15.

ALSO

All that portion of the SE1/4 SW1/4 lying East of the 9-E-2 Drain in Section 10, EXCEPT THEREFROM the North 351 feet thereof and that portion of Lot 2, in Section 15, lying East of the 9-E-2 Drain and North of the North right of way line of the "J" Canal, all being in Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

ALSO

That portion of the S1/2 N1/2 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, which lies Easterly of the Northerly extension of the East line of the 9-E-2 Drain which runs North and South through the SE1/4 SW1/4 of said Section 10.

EXCEPTING THEREFROM that portion thereof in Wilson Road.

ALSO

All that portion of the property in the S1/2 NE1/4 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon, not previously granted in the deeds to Orem & Son recorded 11/28/77 in Volume 77, page 23045, and recorded March 10, 1970 in Volume M70, page 1936, all in Microfilm Records of Klamath County, Oregon, lying within the boundaries of the area that would be included in the USBR 9-E-2 Drain if the West and East lines of said drain were extended North to the North line of said S1/2 NE1/4 SW1/4 of Section 10.

AND EXCEPTING THEREFROM any portion thereof lying South of the USBR Canal in the NW1/4 of Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 8

A tract of land situated in the N1/2 SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the NW corner of the S1/2 N1/2 SW1/4 of said Section 10; thence East along the North line of said S1/2 N1/2 SW1/4 to the East line of the SW1/4; thence North along said East line 164 feet; thence West parallel with the North line of said S1/2 N1/2 SW1/4 to the West line of the SW1/4; thence South along said line 164 feet to the point of beginning, EXCEPTING THEREFROM that portion thereof in Wilson Road.

PARCEL B: (Chin)

PARCEL 1

The SW1/4 SE1/4 and that portion of Lot 7 (NW1/4 SE1/4), Section 10, Township 41 South, Range 11 East of the Willamette Meridian lying Southerly of the Great Northern Railway Right of Way.

All that portion of Government Lot 1 in Section 15, Township 41 South, Range 11 East of the Willamette Meridian, lying West of the East line of the SW1/4 of the SE1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, extended South to the South line of said Lot 1.

PARCEL 2

A portion of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the one-quarter corner common to Section 9 and 10 of said Township and Range, thence South $89^{\circ} 58'$ East 3.51 chains, more or less, to the projection of the center line of the 9-E-2 drain; thence South $34^{\circ} 26'$ East along said center line 14.11 chains to its intersection with the North line of the S1/2 N1/2 SW1/4 of said Section 10; thence Easterly along said North line of S1/2 N1/2 SW1/4, 30.80 chains, more or less, to the East line of the SW1/4 of said Section 10; thence Northerly along the East line of the SW1/4 of said Section 10, 10 chains, more or less, to the Northeast corner of the NE1/4 SW1/4 of said Section 10; thence Westerly along the Northerly line of said NE1/4 SW1/4 to the intersection of the said Northerly line with the Southwesterly right of way line of the Great Northern Railway Company Railroad right of way; thence Northwesterly along said Southerly railroad right of way line to its intersection with the West line of said Section 10; thence Southerly along said West line of said Section 10 to the place of beginning.

EXCEPTING THEREFROM that portion described as follows: A triangular parcel of land located in the Northeast corner of the Northeast corner of the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Commencing at the Northeast corner of the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, extending thence West along the Northerly line of said SW1/4 366 feet, more or less, to the intersection of said line with the Northeasterly right of way line of the Great Northern Railway; thence Southeasterly along the Northeasterly right of way line of said Railway a distance of 399 feet, more or less, to the North-South center line of said Section 10; thence North along said center line a distance of 162 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the S1/2N1/2SW1/4 of said Section 10, thence East along the North line of said S1/2N1/2SW1/4 to the East line of the SW 1/4; thence North along said East line 164.0 feet; thence West parallel with the North line of said S1/2N1/2SW1/4 to the West line of the SW 1/4; thence South along said line 164.00 feet to the point of beginning.

PARCEL 3

A portion of Lot 5, Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the one-quarter corner common to Section 9 and 10 of said Township and Range; thence South $89^{\circ} 58'$ East 3.51 chains, more or less, to the projection of the center line of the 9-E-2-Drain; thence South $34^{\circ} 26'$ East along the said center line 14.11 chains to its intersection with the North line of S1/2 N1/2 SW1/4 of said Section 10; thence West along said North line to the West line of said Section 10; thence North along said West line to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in the SW1/4 of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the S1/2N1/2SW1/4 of said Section 10, thence East along the North line of said S1/2N1/2SW1/4 to the East line of the SW 1/4; thence North along said East line 164.0 feet;

thence West parallel with the North line of said S1/2N1/2SW1/4 to the West line of the SW 1/4;
thence South along said line 164.00 feet to the point of beginning

PARCEL 4

A tract of land situated in Government Lot 5 in Section 15, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Being that portion of Government Lot 5 lying Northerly of the North right of way line (Easement Line) of the J Canal.

PARCEL C: (Lyons)

PARCEL 1

Parcel 2 of Land Partition 27-03, said Land Partition being a replat of Parcel 2 of Minor Partition No. 80-53, situated in the W1/2 of Section 4 and the E1/2 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to James E. Henry and Lillian A. Henry, as tenants by the entirety, by deed completing Property Line Adjustment 36-06 recorded December 26, 2006 in Volume 2006, page 025348, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Northwest corner of said Parcel 2; thence along the boundary of said Parcel 2, North 86° 00' 00" East 1127.70 feet, South 68° 10' 07" East 90.20 feet and South 87° 19' 34" East 71.17 feet; thence leaving the said boundary of Parcel 2, on the arc of a curve to the left (radius point bears South 01° 59' 12" East 1551.00 feet and central angle equals 36° 56' 28") 1000.00 feet; thence South 51° 04' 20" West 100.00 feet; thence on the arc of a curve to the left (radius point bears South 47° 29' 59" East 1000.00 feet and central angle equals 22° 41' 18") 395.98 feet; thence West 77.65 feet to a point on the West line of said Parcel 2; thence North 701.18 feet to the point of beginning, with bearings based on the plat of LAND PARTITION 27-03 on file at the office of the Klamath County Clerk.

PARCEL 2

Parcel 3 of Land Partition 27-03, said Land Partition being a replat of Parcel 2 of Minor Partition No. 80-53, situated in the W1/2 of Section 4 and the E1/2 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL D: (Pope)

That portion of the NE1/4 NE1/4 of Section 9, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying South of the Burlington Northern Railroad;

ALSO Government Lot 1 and that portion of Government Lot 8 in said Section 9, lying North of the U.S.B.R. Irrigation Lateral known as the Robinson Lateral as now located and constructed, which lateral extends across said Government Lot 8 in an Easterly – Westerly direction.

EXCEPTING THEREFROM that portion thereof conveyed to Great Northern Railway Company by deed from Fred L. Pope and Dora C. Pope, his wife, dated May 27, 1931, recorded May 28, 1931 in Volume 95, page 370, Deed Records of Klamath County, Oregon