

WTC 92209-KK

2012-005367

Klamath County, Oregon



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05/17/2012 12:00:15 PM

Fee: \$187.00

WHEN RECORDED RETURN TO:

Royce Ann Simmons
Harvest Capital Company
P.O. Box 579
Canby, OR 97013

(space above reserved for recorder's use)

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

DATED: May 11, 2012

FROM: JESPERSEN SWAN LAKE, INC., an Oregon corporation, EDGEWOOD RANCH,
INC., an Oregon corporation, LJ2, LLC, an Oregon limited liability company,
LAWRENCE (a.k.a. Larry) C. JESPERSEN and MAUREEN V. JESPERSEN, husband
and wife, LEONARD K. JESPERSEN and VICKY L. JESPERSEN, husband and wife,
JACEN JESPERSEN and JULIE JESPERSEN, husband and wife, and KENNETH G.
HOLMES and BETHANY N. HOLMES, husband and wife
12941 Swan Lake Road
Klamath Falls, OR 97603

TRUSTOR

TO: AMERITITLE, INC.
300 Klamath Avenue
P.O. Box 5017
Klamath Falls, OR 97601

TRUSTEE

FOR THE
BENEFIT OF: HARVEST CAPITAL COMPANY
P.O. Box 579
Canby, OR 97013

BENEFICIARY

Trustor is the owner of the real property in Klamath County, Oregon described on the attached
Exhibit A.

Beneficiary has loaned or agreed to loan to Trustor, the sum of \$900,000.00 on certain terms and
conditions. Such amount will be repayable with interest according to the terms of a promissory note
given to evidence such indebtedness, in such amount, dated the same as this Deed of Trust, under which
the final payment of principal and interest will be due on July 1, 2027. Such note provides that the
interest rate and payment terms may be adjusted as provided therein. Such note, and any note or notes
given in renewal, modification, substitution or addition to the promissory note originally issued, are
referred to as "the New Note." Contemporaneously with the recording of this Trust Deed, Beneficiary

187 Amt

will assign the New Note and this Deed of Trust to U.S. Bank National Association as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs ("**Farmer Mac**").

Jespersen-Edgewood, Inc., an Oregon corporation, Lawrence (a.k.a. Larry) C. Jespersen and Maureen V. Jespersen, husband and wife, Leonard K. Jespersen and Vicky L. Jespersen, husband and wife, Jacen Jespersen and Julie Jespersen, husband and wife, and Kenneth G. Holmes and Bethany N. Holmes, husband and wife have previously obtained from Beneficiary loans in the original principal amount of \$1,000,000.00 (Loan No. 20080103) and \$3,550,000.00 (Loan No. 20080102), evidenced by Promissory Notes in such amounts all dated April 7, 2008 (the "**Main Ranch Other Notes**"), which are secured by mortgages encumbering certain real property in Klamath County, Oregon. The Main Ranch Other Notes, and all mortgages and security documents securing the Main Ranch Other Notes, and all other documents executed in connection with the Main Ranch Other Notes (the "**Main Ranch Prior Loan Documents**"), have been assigned by Beneficiary to Farmer Mac.

The term "**Indebtedness**" as used in this Deed of Trust shall mean (a) the principal and interest payable under the New Note or the Main Ranch Other Notes (collectively, the "**Notes**"), (b) any future amounts that Beneficiary may in its discretion loan to Trustor, with interest thereon, (c) any amounts expended or advanced by Beneficiary to discharge obligations of Trustor or expenses incurred by Beneficiary to enforce obligations of Trustor, as permitted under this Deed of Trust or the Prior Loan Documents, with interest thereon as provided below, and (d) any amounts with interest thereon at the rate specified in Section 12.4 below, payable by Trustor to Beneficiary under the Environmental Indemnity Agreement executed by Trustor this same date (the "**Environmental Agreement**") to the extent Beneficiary specifically elects by written notice to Trustor to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Trustor under this Deed of Trust, Trustor hereby irrevocably grants, assigns, transfers, pledges, and conveys to Trustee IN TRUST WITH POWER OF SALE, RIGHT OF ENTRY AND POSSESSION to and for the benefit of Beneficiary, all of Trustor's right, title, and interest, now or hereafter acquired, the following:

(1) The real property in Klamath County, Oregon described on attached Exhibit A (the "**Real Property**").

(2) (i) All furnishings, fixtures (including trade fixtures), supplies, equipment and inventory used for the production or delivery of water on the Real Property or for the irrigation or drainage thereof, (ii) all livestock handling equipment, now or hereafter located on the Real Property, including but not limited to all corrals, scales, chutes, and fences (but excluding self propelled motor driven vehicles and farm implements customarily towed by or attached thereto) and (iii) all modular and mobile homes now or hereafter located on the Real Property, and all proceeds (including insurance proceeds) from the sale or other disposition of any such property, including but not limited to the items described on attached Exhibit B (the "**Personal Property**").

(3) All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Trustor to use water for any purpose upon the Land, including but not limited to the water rights described on attached Exhibit C and all rights of the Borrower or the Real Property in, or to receive water from, the Horsetly Irrigation District and the Pine Flat District Improvement Company (the "**Water Rights**").

(4) All grazing leases, permits, allotments, licenses and privileges (the "**Permits**") covering state or federally owned lands used or operated in connection with the Real Property, together with all

renewals of such Permits and any such Permits acquired in the future, including, but not limited to, the Permits described on attached **Exhibit D**.

Trustor presently assigns to Beneficiary all of Trustor's right, title and interest in and to all rents, revenues, income, issues and profits (the "Income") from the Real Property, Personal Property, and Water Rights and Permits, whether now or hereafter due.

Trustor grants Beneficiary a security interest in the Income, Water Rights, Permits and Personal Property, and all proceeds thereof.

The real and personal property described above is referred to as the "Property."

This Deed of Trust is given and accepted on the following terms and conditions which Trustor will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE. Trustor shall pay to Beneficiary promptly when due all amounts payment of which is secured by this Deed of Trust and shall strictly perform all obligations imposed upon Trustor by this Deed of Trust.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY.

2.1 Possession. Until in default, Trustor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices and all farming operations shall be conducted in such a manner as to prevent deterioration of the Property.

2.3 Nuisance, Waste. Trustor shall not conduct or permit any nuisance and shall not commit or suffer any strip or waste on the Property.

2.4 Removal of Improvements. Trustor shall not demolish or remove any improvements from the Property without the prior written consent of Beneficiary. Beneficiary shall consent if Trustor makes arrangements satisfactory to Beneficiary to replace any improvement which Trustor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and improvements now or hereafter installed in or attached to the Real Property, including but not limited to fences, corrals, scales, mobile homes, silos, storage facilities, trellises, greenhouses, hoop houses, and irrigation equipment.

2.5 Beneficiary's Right to Enter. Beneficiary and its agents and representatives may enter upon the Property at all reasonable times to attend to Beneficiary's interest and to inspect the Property and to inspect any and all financial and other records relating to Trustor's operations on the Property.

2.6 Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's interest in the Property is not jeopardized.

2.7 Duty to Protect. Trustor shall do all other acts, in addition to those set forth in this Deed of Trust, that from the character and use of the Property are reasonably necessary to protect and preserve the security.

2.8 Water Rights. All existing water rights benefiting the Property shall be maintained by Trustor and applied to beneficial use so as to maintain the validity and priority of such rights. Trustor shall not sell, transfer, assign, encumber, convey, or surrender any of the water rights nor, without Beneficiary's written consent, agree with any third party to any period of nonuse of the same.

2.9 Grazing Permits and Licensees. Trustor covenants and agrees to renew the Permits upon or prior to their expiration date, to execute any instrument deemed necessary by Lender to effect a collateral assignment or waiver of such renewals to the Lender, and to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing all of such Permits and all renewals thereof. Trustor shall take no action which would adversely affect any of such Permits or Trustor's preference status thereunder, and that in the event of foreclosure of this Mortgage, Trustor will waive all claims for preference under any such Permits upon demand from the purchaser at foreclosure sale of the Real Property, or any successor to such purchaser. Trustor further agrees that the lands covered by any lease, permit or privilege which Trustor, with the consent of Lender, shall substitute for the Permits, shall be subject to the provisions of this Mortgage. Upon foreclosure and sale of the Real Property, title to the improvements held by Trustor on any federal or state lands covered by the Permits, together with Trustor's right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States to the purchaser at such sale, and the Lender is hereby authorized to execute, at its option, on behalf of the Trustor, a bill of sale for such improvements. If title in fee simple to any of the lands covered by the Permits (or to any other lands) shall hereafter be acquired by the Trustor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though lands had originally been included herein as part of the Real Property, and further, that all of the terms, covenants, conditions and stipulations of this Mortgage, applicable to the Real Property, shall extend and be applicable to any lands hereafter so acquired. Trustor shall execute any documents reasonably requested by Lender to perfect or document the pledge of the Permits to Lender.

3. TAXES AND LIENS.

3.1 Payment. Trustor shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of any liens having priority over or equal to the interest of Beneficiary under this Deed of Trust, except for the lien of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 Right to Contest. Trustor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If the Property is subjected to a lien which is not discharged within 15 days, Trustor shall deposit with Beneficiary cash, a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Trustor will defend itself and Beneficiary and will name Beneficiary as an additional obligee under any surety bond, and Trustor shall satisfy any final adverse judgment before enforcement against the Property.

3.3 Evidence of Payment. Trustor shall promptly furnish evidence of payment of taxes and assessments to Beneficiary on its demand and shall authorize the appropriate county official to deliver to

Beneficiary at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property if required by Beneficiary.

3.4 Notice of Construction. Trustor shall notify Beneficiary at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$10,000. On Beneficiary's request, Trustor will promptly furnish advance assurances satisfactory to Beneficiary that Trustor can and will pay the cost of such improvements.

3.5 Farm or Forest Classification. Trustor agrees to maintain the farm use or forest lands classification of the Property on the tax rolls, and not to allow any act or omission which would disqualify the Property for assessment as farm or forest lands.

4. **PROPERTY DAMAGE INSURANCE.**

4.1 Maintenance of Insurance. Trustor shall procure and maintain such policies of insurance as Beneficiary may reasonably require. This shall include policies of fire insurance with standard extended coverage endorsements covering all improvements on the Property for their full insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Beneficiary, and comprehensive general liability insurance in such coverage amounts as Beneficiary may request, with Beneficiary as an additional insured and designated as mortgagee. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Beneficiary. Trustor shall deliver to Beneficiary certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Beneficiary. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance for the unpaid balance of the Note, up to the maximum policy limits set under the National Flood Insurance Program.

4.2 Application of Proceeds. Trustor shall promptly notify Beneficiary of any loss or damage to the Property which exceeds \$2,500, Beneficiary may make proof of loss if Trustor fails to do so within 15 days of the casualty. All proceeds of any insurance on the Property shall be held by Beneficiary as part of the Property. If Trustor elects to restore the Property, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Beneficiary. Upon satisfactory proof of expenditure, Beneficiary shall pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration. If Trustor elects not to restore the Property, Beneficiary shall retain a sufficient amount of the proceeds to pay all amounts due under this Deed of Trust, and shall pay the balance to Trustor. Any proceeds which have not been paid out within one (1) year after their receipt and which Trustor has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of Trustor's Indebtedness. If Beneficiary holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor.

4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any foreclosure sale of the Property.

4.4 Trustor's Report on Insurance. Upon request by Beneficiary, not more than once a year, Trustor shall furnish to Beneficiary a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining value; and (e) the expiration date of the policy.

5. WARRANTIES OF TRUSTOR.

5.1 Title. Trustor warrants that Trustor holds merchantable title to the Property in fee simple free of all encumbrances other than those set forth in the title insurance policy issued to Beneficiary at closing.

5.2 Defense of Title. Subject to the exceptions in the paragraph above, Trustor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Beneficiary under this Deed of Trust, Trustor shall defend the action at its expense.

6. CONDEMNATION.

6.1 Application of Net Proceeds. If all or any part of the Property is condemned, and the value of the portion so condemned exceeds \$2,500, Beneficiary may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Trustor and Beneficiary in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

6.2 Proceedings. If any proceedings in condemnation are filed, Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Trustor may be entitled.

7. TRANSFER BY TRUSTOR.

7.1 Prohibition of Transfer Without Consent. Trustor shall not sell, agree to sell, assign, convey, subcontract or otherwise transfer any part or all of the Property or any interest in the Property without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion. If Trustor or a prospective transferee applies to Beneficiary for consent to a transfer, Beneficiary may require such information as may be reasonably necessary for Beneficiary to assess the prospective transferee's prior business experience, reputation and financial ability to perform Trustor's obligation under this Deed of Trust. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Beneficiary's prior written consent, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, lease with a term greater than 3 years (including renewal options), assignment or other transfer of all or any part of the legal or equitable title to the Property (including without limitation the grant of any trust deed or mortgage against the Property);

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court.

(c) If Trustor is a corporation, partnership or limited liability company, a sale, transfer or assignment of the corporate stock, partnership interests or membership interests, respectively, which results in more than twenty-five percent (25%) of the corporate stock, partnership interests or

membership interests being held by persons or entities which are not, on the date hereof, shareholders, partners or members.

7.2 Condition to Consent. As a condition of its consent to any transfer, Beneficiary may in its discretion impose a service charge not exceeding 1 percent of the outstanding Indebtedness, and may increase the interest rate of the Indebtedness or otherwise require modification of the Note or this Deed of Trust. Beneficiary may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

7.3 Effect of Consent. Consent by Beneficiary to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Trustor shall relieve Trustor of liability for payment of the Indebtedness. Following a transfer, Beneficiary may agree to any extension of time for payment or modification of the terms of this Deed of Trust or the Note or waive any right or remedy under this Deed of Trust or the Note without relieving Trustor from liability. Trustor waives notice, presentment and protest with respect to the Indebtedness.

8. SECURITY AGREEMENT; SECURITY INTEREST.

8.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Income, Water Rights, and Personal Property included in the description of the Property.

8.2 Security Interest. Trustor hereby authorizes Beneficiary to prepare and file all such UCC-1 financing statements and amendments thereto and continuations thereof, and take whatever other action as Beneficiary deems appropriate to perfect and continue Beneficiary's security interest in the Income, the Water Rights, Permits and the Personal Property. Trustor hereby appoints Beneficiary as Trustor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein and authorizes Beneficiary to file such financing statements as Beneficiary deems appropriate to protect its security interest in the Income, Water Rights, Permits and the Personal Property included in the description of the Property. Beneficiary may file copies or reproductions of this Deed of Trust as a financing statement at any time and without further authorization from Trustor. Trustor will reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall assemble the personal property and make it available to Beneficiary within three days after receipt of written demand from Beneficiary.

8.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures.

Name and address of Beneficiary (Secured Party) from whom information may be obtained:

Harvest Capital Company
690 NW First Avenue, Suite 101
Canby, OR 97013

Address of Trustor (Debtor):

12941 Swan Lake Road
Klamath Falls, OR 97603

Additional Information Regarding Entities Included as Trustor:

<u>Entity</u>	<u>State of Organization</u>	<u>Type of Entity</u>	<u>State Organization Number</u>
Jespersen Swan Lake, Inc.	Oregon	corporation	730897-90
Edgewood Ranch, Inc.	Oregon	corporation	730889-90
LJ2, LLC	Oregon	limited liability company	766388-90

9. RECONVEYANCE ON FULL PERFORMANCE. If Trustor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Beneficiary shall, if requested, execute and deliver to Trustor a suitable request for reconveyance of this Deed of Trust and suitable statements of termination of any financing statement on file.

10. DEFAULT. The following shall constitute events of default:

- (a) Failure of Trustor to pay any portion of the Indebtedness when it is due.
- (b) Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes, insurance, or any other payment necessary to prevent filing or discharge of any lien (or within such time discharge or bond such lien in the manner permitted in Section 3.2 above).
- (c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Beneficiary, as required under Section 7 above.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Trustor; the commencement by Trustor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Trustor in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Trustor to the appointment of a receiver, trustee or custodian of Trustor or of any of Trustor's property; an assignment for the benefit of creditors by Trustor; the making or suffering by Trustor of a fraudulent transfer under applicable federal or state law; concealment by Trustor of any of its property in fraud of creditors; the making or suffering by Trustor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Trustor which is not discharged or bonded in the manner permitted by Section 3.2 above; or Trustor's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Trustor and to each of the individuals or entities which are collectively referred to as "Trustor."
- (e) Any breach of any representation or warranty in the Environmental Agreement.
- (f) Failure of Trustor to perform any other obligation under this Deed of Trust or the Environmental Agreement within 15 days after receipt of written notice from Beneficiary specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to initiate steps which Beneficiary deems in Beneficiary's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as

soon as reasonably practicable. No notice of default and no opportunity to cure shall be required if during the prior 12 months Beneficiary has already sent a notice to Trustor concerning default in performance of the same obligation.

(g) A default occurs under any of the Main Ranch Other Notes or under any of the Main Ranch Prior Loan Documents and such default is not cured within any applicable grace period provided in the Main Ranch Prior Loan Documents.

(h) A default occurs under that certain Promissory Note in the original principal amount of \$450,000 (Loan No. 20080104) made by Jespersen-Edgewood, Inc., an Oregon corporation, Lawrence (a.k.a. Larry) C. Jespersen and Maureen V. Jespersen, husband and wife, Leonard K. Jespersen and Vicky L. Jespersen, husband and wife, Jacen Jespersen and Julie Jespersen, husband and wife, and Kenneth G. Holmes and Bethany N. Holmes, husband and wife to the order of Beneficiary (the "**Underwood Ranch Note**") which is not cured with any applicable grace period provided therein, or a default occurs under any document securing the Underwood Ranch Note or any other document executed in connection with the Underwood Ranch Note which is not cured within any applicable grace period provided therein. (The Underwood Ranch Note and related documents have been assigned to U.S. Bank National Association as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs.)

11. RIGHTS AND REMEDIES ON DEFAULT.

11.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Beneficiary may exercise any one or more of the following rights and remedies:

- (a) Beneficiary may declare the entire Indebtedness immediately due and payable.
- (b) The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure in either case in accordance with applicable law.
- (c) If this Deed of Trust is foreclosed by judicial procedure, Beneficiary will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Deed of Trust exceeds the net sale proceeds payable to Beneficiary.
- (d) Beneficiary shall have the right, without notice to Trustor, to take possession of the Property and apply any proceeds of the Property, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user or occupant to make payments of rent or use fees directly to Beneficiary. If such proceeds are collected by Beneficiary, then Trustor irrevocably designates Beneficiary as Trustor's attorney-in-fact to endorse instruments received by payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this Section either in person, by agent or through receiver.
- (e) With respect to all or any part of the Property that constitutes personalty, may exercise the rights and remedies of a secured party under the Uniform Commercial Code. Beneficiary shall have the option of proceeding as to the Real Property and all or some of the Personal Property in accordance with the unified sale procedures set forth in the Uniform Commercial Code as adopted in Oregon.

(f) Beneficiary shall have the right, without notice to Trustor to take possession of the Property, to collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user to make payments of rent or use fees directly to Beneficiary. If the Income is collected by Beneficiary, then Trustor irrevocably designates Beneficiary as Trustor's attorney in fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this paragraph either in person, by agent or through a receiver.

(g) Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

(h) In the event Trustor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at will of Beneficiary or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Trustor's possession.

(i) Beneficiary shall have any other right or remedy provided in this Deed of Trust, the Note or any other instrument delivered by Trustor in connection therewith, or available at law, in equity or otherwise.

11.2 Rights of Receiver or Beneficiary-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Beneficiary may:

(a) Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;

(c) At Beneficiary's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Beneficiary deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary (if Beneficiary, in its sole discretion, agrees to lend) or otherwise, or Beneficiary may borrow or advance, such sums as the receiver or Beneficiary may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Such sums shall become a part of the Indebtedness secured by this Deed of Trust and shall be payable by Trustor on demand.

11.3 Sale of the Property. In exercising its rights and remedies, Beneficiary may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be

sold without selling other portions. Beneficiary may bid at any public sale on all or any portion of the Property.

11.4 Notice of Sale. Beneficiary shall give Trustor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days prior to the time of the sale or disposition.

11.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Beneficiary under this Deed of Trust are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Trustor shall not affect Beneficiary's right to declare a default and exercise its remedies under this Deed of Trust.

11.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Deed of Trust, the prevailing party shall be entitled to recover its reasonable attorneys' fees in exercising any of its remedies hereunder, including nonjudicial foreclosure or requested relief from the automatic stay in bankruptcy proceedings, otherwise at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' opinions and title insurance.

12. MISCELLANEOUS.

12.1 Time of Essence. Time is of the essence of this Deed of Trust.

12.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns.

12.3 Security Agreement. In construing this Deed of Trust, the term "Deed of Trust" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

12.4 Expenditure by Beneficiary. If Trustor fails to comply with any provision of this Deed of Trust, Beneficiary may elect to take the required action on Trustor's behalf, and any amount that Beneficiary expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Rate (as specified in the Note). Such action by Beneficiary shall not constitute a cure or waiver of the default or any other right or remedy which Beneficiary may have on account of Trustor's default.

12.5 Notices. Any notice under this Deed of Trust shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Deed of Trust. Any party may change its address for notices by written notice to the other.

12.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Trustor of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Deed of Trust or the lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

12.7 Release of Security. Beneficiary shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Deed of Trust.

12.8 Waiver of Marshalling. Trustor expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Deed of Trust.

12.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Deed of Trust and the Note shall not be affected thereby.

12.10 Changes in Writing. This Deed of Trust and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Trustor or Beneficiary relating to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

12.11 Exhibits. The following exhibits are attached to this Deed of Trust and incorporated herein by reference:

- Exhibit A - Real Property
- Exhibit B - Certain Equipment
- Exhibit C - Water Rights
- Exhibit D - Permits

12.12 Applicable Law. The law of the State of Oregon, including applicable federal law, shall be applicable for the purpose of construing and determining the validity of this Deed of Trust and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Beneficiary on default.

12.13 Jurisdiction. In the event of a lawsuit relating to, or to enforce, this Deed of Trust, Trustor agrees upon Beneficiary's request to submit to the jurisdiction of the courts of Klamath County, State of Oregon.

12.14 Loan Purpose. The Trustor acknowledges that the proceeds of the Note are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction (which is defined as a transaction primarily for personal, family or household purposes).

12.15 Dissemination of Information. If the Beneficiary determines at any time to sell, transfer or assign the Note, this Deed of Trust and any other security instruments, and any or all servicing rights with respect thereto, or to grant participations therein or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan, Beneficiary may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their

respective successors in such Participations and/or Securities, any rating agency rating such Securities and each prospective Investor, all documents and information which Beneficiary now has or may hereafter acquire relating to the Indebtedness and to the Trustor, any guarantor, any indemnitors and the Property, which shall have been furnished by Trustor, any guarantor or any indemnitors, as Beneficiary determines necessary or desirable.

12.16 Powers and Obligations of Trustee.

(a) Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Real Property upon the request of Beneficiary and Trustor:

(i) Join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights in the public.

(ii) Join in granting any easement or creating any restriction on the Real Property.

(iii) Join in any subordination or other agreement affecting this Deed of Trust or the interest of Beneficiary under this Deed of Trust.

(iv) Reconvey, without warranty, all or any part of the Real Property.

(b) Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

12.17 Covenants Run with the Land. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Land and shall apply to, bind and inure to the benefit of, the successors and assigns of Trustor and Beneficiary.

12.18 Substitution of Trustee. Beneficiary may from time to time, without notice to Trustor or Trustee and with or without cause and with or without the resignation of the Trustee, substitute a successor or successors to the Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon the Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written document executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which when duly filed for record in the proper office, shall be conclusive proof of proper appointment of the successor Trustee. The procedure herein provided for substitution of the Trustee shall be conclusive of all other provisions for substitution, statutory or otherwise.

WARNING: UNLESS YOU (TRUSTOR) PROVIDE US (BENEFICIARY) WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS

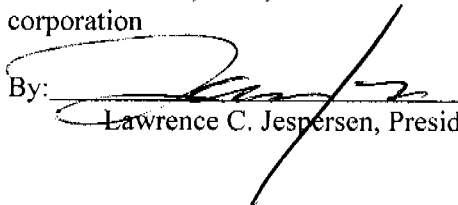
COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

TRUSTOR:

JESPERSEN SWAN LAKE, INC.
an Oregon corporation

By: 
Leonard K. Jespersen, President


EDGEWOOD RANCH, INC., an
Oregon corporation

By: 
Lawrence C. Jespersen, President

[SIGNATURE CONTINUED ON FOLLOWING PAGE]

LJ2, LLC, an
Oregon limited liability company

By: 
Lawrence C. Jespersen, Manager

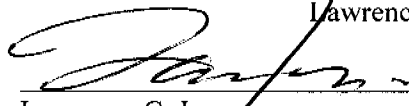
By: 
Leonard K. Jespersen, Manager

By: Jespersen Swan Lake, Inc.
an Oregon corporation, Member

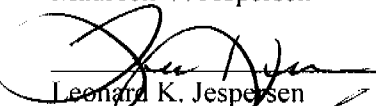
By: 
Leonard K. Jespersen, President

By: Edgewood Ranch, Inc.
an Oregon corporation, Member

By: 
Lawrence C. Jespersen, President

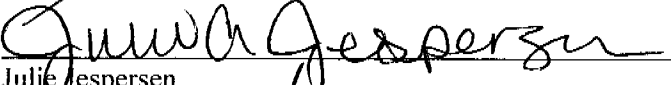

Lawrence C. Jespersen

 AKA 
Maureen V. Jespersen

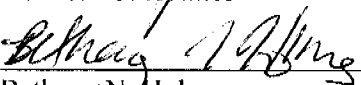

Leonard K. Jespersen


Vicky L. Jespersen


Jacen Jespersen


Julie Jespersen


Kenneth G. Holmes


Bethany N. Holmes

ACKNOWLEDGMENTS

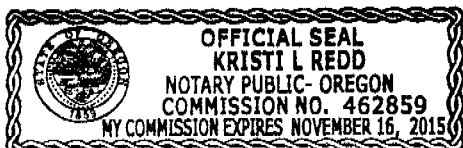
STATE OF OREGON

COUNTY OF

Klamath

) ss.

This instrument was acknowledged before me May 15, 2012, by Leonard K. Jespersen as President of Jespersen Swan Lake, Inc., an Oregon Corporation



Kristi L. Redd

Notary Public

My commission expires: 11/16/2015

Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath

) ss.

This instrument was acknowledged before me May 15, 2012, by Lawrence C. Jespersen as President of Edgewood Ranch, Inc., an Oregon corporation.



Kristi L. Redd

Notary Public

My commission expires: 11/16/2015

Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath

) ss.

This instrument was acknowledged before me May 15, 2012, by Lawrence C. Jespersen as Manager of LJ2, LLC, an Oregon limited liability company.



Kristi L. Redd

Notary Public

My commission expires: 11/16/2015

Commission No.: 462859

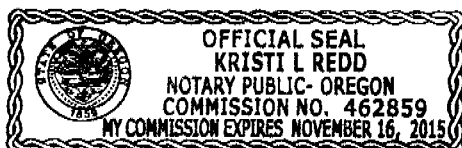
STATE OF OREGON

COUNTY OF

Klamath

) ss.

This instrument was acknowledged before me May 15, 2012, by Leonard K. Jespersen as Manager of LJ2, LLC, an Oregon limited liability company.



Kristi L. Redd

Notary Public

My commission expires: 11/16/2015

Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Leonard K. Jespersen as President of Jespersen Swan Lake, Inc., an Oregon corporation, as Member of LJ2, LLC, an Oregon limited liability company.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Lawrence C. Jespersen as President of Edgewood Ranch, Inc., an Oregon corporation as Member of LJ2, LLC, an Oregon corporation.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Lawrence C. Jespersen.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Maureen V. Jespersen.



Kristi L. Redd
Notary Public

My commission expires: 11/16/2015

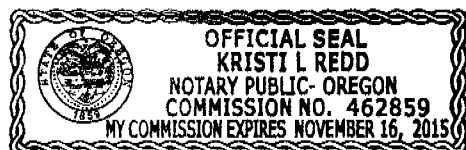
Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Leonard K. Jespersen.



Kristi L. Redd
Notary Public

My commission expires: 11/16/2015

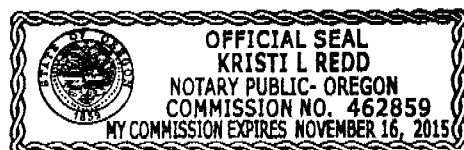
Commission No.: 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Vicky L. Jespersen.



Kristi L. Redd
Notary Public

My commission expires: 11/16/2015

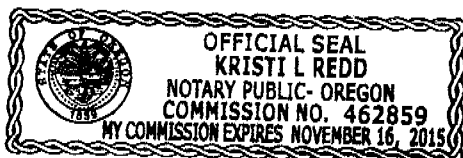
Commission No.: ~~462859~~ 462859

STATE OF OREGON

COUNTY OF

Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Jacen Jespersen.



Kristi L. Redd
Notary Public

My commission expires: 11/16/2015

Commission No.: 462859

STATE OF OREGON)
COUNTY OF Klamath) ss.

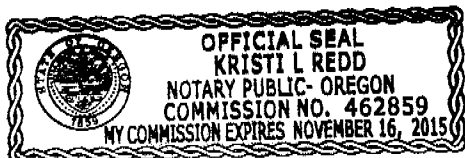
This instrument was acknowledged before me on May 15, 2012, by Julie Jespersen.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

STATE OF OREGON)
COUNTY OF Klamath) ss.

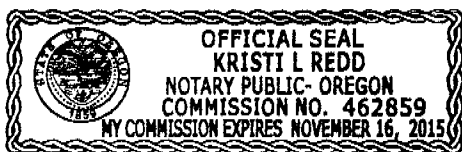
This instrument was acknowledged before me on May 15, 2012, by Kenneth G. Holmes.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

STATE OF OREGON)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on May 15, 2012, by Bethany N. Holmes.



Kristi L. Redd
Notary Public
My commission expires: 11/16/2015
Commission No.: 462859

**EXHIBIT A
TO
DEED OF TRUST
Legal Description**

PARCEL 1:

IN TOWNSHIP 37 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON:

Section 14: W1/2 SW1/4
Section 15: NW1/4 NW1/4, S1/2 N1/2, NE1/4 SE1/4
Section 23: W1/2 NE1/4, SE1/4 NE1/4, E1/2 SE1/4
Section 24: SW1/4 SW1/4
Section 25: W1/2, W1/2 SE1/4
Section 26: E1/2 E1/2
Section 34: NE1/4 NE1/4
Section 35: NE1/4 NE1/4, N1/2 NW1/4 and NW1/4 NE1/4
Section 36: All

IN TOWNSHIP 38 SOUTH, RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON:

Section 6: Government Lots 4, 5, 6 and 7; SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4
Section 7: Government Lots 1, 2, 3 and 4; W1/2 E1/2, SE1/4 NE1/4, E1/2 W1/2, E1/2 SE 1/4, NE1/4 NE1/4
Section 8: W1/2 SW1/4
Section 17: W1/2
Section 18: Government Lots 1 and 2; NE1/4, E1/2 NW1/4
Section 20: SW1/4 NE1/4, NW1/4, N1/2 SW1/4, W1/2 SE1/4, SE1/4 SE1/4
Section 21: S1/2 SW1/4, SW1/4 SE1/4
Section 27: W1/2 SW1/4, SE1/4 SW1/4, EXCEPTING THEREFROM that portion of the SE1/4 SW1/4 conveyed to Oregon – California and Eastern Railway Company by deed recorded May 26, 1917 in Book 47 at page 592, Deed Records of Klamath County, Oregon. AND EXCEPTING from the SE1/4 SW1/4 that portion thereof lying Easterly of the Easterly line of the Oregon – California and Eastern Railway Company right of way.
Section 28: N1/2, NE1/4 SW1/4, SE1/4
Section 29: NE1/4, SE1/4 NW1/4, E1/2 SW1/4
Section 32: NE1/4 NW1/4, EXCEPTING THEREFROM all that portion lying within the Klamath Falls – Lakeview Highway (Highway 140)

PARCEL 2:

Parcel A:

The NE1/4 of Section 32, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel B:

The S1/2 NE1/4 and SE1/4 of Section 21 and S1/2 NW1/4 and SW1/4 of Section 22, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel C:

The NW1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel D:

The NE1/4 NE1/4 of Section 19, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel E:

The E1/2 NE1/4 and the E1/2 W1/2 NE1/4 and that portion of the SE1/4 lying Easterly of Edgewood Lane in Section 18, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel F:

The E1/2 SE1/4 NE1/4 Section 7, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel G:

The W1/2 and SE1/4 and W1/2 W1/2 SW1/4 NE1/4 of Section 8; SW1/4, W1/2 SE1/4 and NE1/4 SE1/4 of Section 9; SW1/4, S1/2 SE1/4 and NW1/4 SE1/4 of Section 15; all of Sections 16 and 17; E1/2 and N1/2 NW1/4 of Section 20; W1/2 and N1/2 NE1/4 of Section 21; E1/2 and N1/2 NW1/4 of Section 22; W1/2 and W1/2 SE1/4 of Section 23; SW1/4 of Section 28; SE1/4 of Section 29 all in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel H:

The NE 1/4 of Section 28 and the NE1/4 of Section 29, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel I:

The SW1/4 of Section 27, and the SE1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress over the Westerly 30 feet of the NE1/4 of Section 28, Township 37 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, as granted by instrument recorded April 27, 1994 in Volume M94, Page 12606, Microfilm Records of Klamath County, Oregon.

PARCEL 3:

The NE1/4, E1/2 NW1/4, and NE1/4 SE1/4 of Section 12, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4:

W1/2 and W1/2 E1/2 of Section 26 and the E1/2 and NW1/4 of Section 27, in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**EXHIBIT B TO
DEED OF TRUST
Irrigation Financing Statement Summary**

IRRIGATION FINANCING STATEMENT SUMMARY

Name Jespersen Swan Lake, Inc. and Edgewood Ranch, Inc.
County, State Klamath County, OR
Acres 12,013.00

POWER UNIT				PUMP UNIT				
PUMP SITE	MANUFACTURER	HP	SERIAL NUMBER	FRAME NUMBER	MANUFACTURER	TYPE	MODEL #	SERIAL #
Tract I. - Edgewood Ranch, Inc								
Golden Well	US Motor	75	N/A		Peerless	Turbine	504-5	959842
100HP by driveway	US Motor	100	504-5					916338
Aspen	Newman	150	S135780		Peabody/Floway	Turbine	S135780	
Wilson	Newman	150	444TPH/DD3782PB					444TPH/DD3782PB
Cove	US Motor	75	Unknown		Peerless		Unknown	
Lake Well	Us electric	150	444TPWPI				444TPWPI	R-6375-06-111
Cove by the Well		10	Unknown		Baldor	Centrifugal		Unknown
Drainage Pump		60	145029X101H2		Baldor	Centrifugal	Cornell	Unknown
Tract II. - Jespersen Swan Lake, Inc								
Lone Rock Well	US Electric	100	S# 879630	F# 504-5	Peerless	Turbine	Unknown	Unknown
Lone Rock Well	Us Electric	50	S# 1013748		Unknown	Centrifugal	Unknown	Unknown
Lone Rock Well	Century	75	P# 6-339172-01		Berkeley	Centrifugal	Unknown	912
Schmore Well	General Electric	100	M#5N6267X43A	S# 8MJ204143	Unknown	Turbine	Unknown	Unknown
Schmore Well	Century	50	P# 6-323060-01	F#326TCZ	Berkley	Centrifugal	88G R811CW	7673776
Hamaker Well	Us Electric	100	S# 854613		Johnston	Turbine	Unknown	Unknown
Hamaker Well	Centure	30	M# SC-324VY-PCA		Unknown	Centrifugal	Unknown	Unknown
Hamaker Well	Centure	25	M# SC286UCZ-FCA		Berkley	Centrifugal	EM19-313200-02	571
New Well	High Thrust	150	ID# R-6375-07-191 R2149827 M	F# 444TPWP-1	Aurora	Turbine	Unknown	ID# V82-71655
New Well	Marathon	75	M# KD365TTD57354BBW	S# 9386	Cornell	Centrifugal	5H75-4	30758
Thomas Well	US Electric	75	S# 895574	F# 445-14	Peerless	Turbine	Unknown	J37005
Thomas Well	General Electric	50	M# 5K4364XA1Y1	S# SSJ529100	Rainflow	Centrifugal	Unknown	10879
Thomas Well	General Electric	30	M# 5K1364GF1	S# 6619141VB	Rainflow	Centrifugal	Unknown	11101
Lake Sump Pump	US Electric	20	ID# Z05Z04YR265F		Unknown	Unknown	Unknown	Unknown

IRRIGATION FINANCING STATEMENT SUMMARY Cont.

PIVOTS

Pivot #	MANUFACTURER	SIZE (# OF TOWERS)	SERIAL NUMBER	MODEL NUMBER
Tract I. - Edgewood Ranch, Inc				
#1- Little Golden	Valmont	6	12650	
#2- Barley Circle	Wade Rain	8	18460	
#3- 2000 Footer	Valley	16	20730	
#4- Wheat Circle	Valley	9	11959	
#5- Little Lockwood	Lockwood	8	N/A	
#6- Cove by well	Valley	10	N/A	
#7 A	Valmont	7	32897	
#7 B	Valmont	7	28957	
#7 C	Valley	10	N/A	
#7 D	Valley	10	N/A	
#7 E	Valley		N/A	
# 8-A	Valley	3	N/A	
# 8-B	Valley	3	N/A	
# 8-C	Valley	3	N/A	
#11	Valmont	5	11574	
#12	Wade Rain	3		
#13	Valley	5		
#14	Valmont	2	TBC	
#15	Wade Rain	3	17224	
#16	Valmont	6	31416	
#17 - Marshal	Valley	10	23392	
#20 - Zimatic 1/2 piv	Valley	19	N/A	
#20-A	Valley	2	N/A	
Other:				
Pivot #1 Wheeline	2 1/4 mile lines, 6" wheels Gas with 7.5hp movers			
Pivot #16 Handline				
Pivot #8, 9, 10 Handline				
395 Feet of 15" Mainline				
75,036 Feet of 10" Mainline				

IRRIGATION FINANCING STATEMENT SUMMARY Cont.

Pivot #	MANUFACTURER	SIZE (# OF TOWERS)	SERIAL NUMBER	MODEL NUMBER
Tract II. - Jespersen Swan Lake, Inc				
#21 New - Lone Roc Valley		7	10615374	
#22- Swan Lake Valley		7	N/A	
#23 Valley		11	N/A	
#24 Valmont		8	70580	
#25 Valley		11	N/A	
#26 - New Over Old Valley		4	N/A	
#27 - North Wheat P Valley		2	N/A	
#28 - Center Wheat Valley		10	10207606	
#29 - SW Wheat Pa Valley		2	10615376	
#30 - Neck Pivot Valley		4	N/A	
#31 - Old Stiles Pivo Unkn			N/A	
#32 Unkn		6	71912	
#33 Valley		7	N/A	
#34 Valley		10	N/A	
#36 Valley		10	N/A	
#37 Valley		3	N/A	
Other:				
Haymaker Field Whe 1 1/4 Mile Lines 6" Wheels			Gas with 7.5 hp movers	
Haymaker Field Han 3"- 40 ft Handline Sections				
Pivot #21 Wheeline 1 1/4 Mile Lines 6" Wheels			Gas with 7.5 hp movers	
Pivot #21, 23 Wheeli 1 1/4 Mile Lines 6" Wheels			Gas with 7.5 hp movers	
Pivot #24 Handline 3"- 40 ft Handline Sections				
Pivot #24 Wheeline 1 1/4 Mile Lines 6" Wheels			Gas with 7.5 hp movers	
Pivot #25 Wheeline 1 1/4 Mile Lines 6" Wheels			Gas with 7.5 hp movers	
Pivot #30 Handline 3"- 40 ft Handline Sections				
Pivot #32 Handline 3"- 40 ft Handline Sections				
2,650 Feet 15" Mainline				
26,211 Feet 10" Mainline				
6,288 Feet 8" Mainline				
6,945 Feet 6" Mainline				
5,027 Feet 4" Mainline				
Tract IV. - Future Joint Venture				
#9 - Little Pivot by La Valley		4	N/A	
#10 - Cove by Lake Valley		9	38858	
#33				
Pivots #8,9, 10 Handline				
Pivot #33 Handline				
6,729 Feet 15" Mainline				

IRRIGATION FINANCING STATEMENT SUMMARY Cont.

MANUFACTURED HOMES

<u>MAKE/MODEL</u>	<u>YEAR BUILT</u>	<u>HOME ID NO</u>	<u>Manufacturer Serial Number</u>	<u>TITLE NUMBER</u>
Tract II. - Jespersen Swan Lake, Inc				
Howard Manor	1977	210747	0S0567UX	X141313
Starcraft	1967	216395	60CK3TU591	X148711

OTHER EQUIPMENT

<u>MANUFACTURER</u>	<u>SERIAL NUMBER</u>	<u>MODEL NUMBER</u>
Tract I. - Edgewood Ranch, Inc		
Cardinal Scale	120,000 pound	51224
		Cert. 9/14/2011
		6070

**EXHIBIT C TO
DEED OF TRUST
Water Rights**

WATER RIGHT SUMMARY

Jespersen Swan Lake, Inc and Edgewood Ranch, Inc.
Klamath County

Township/Range Section	Source	Primary Water Right Acres	Supplemental Water Right Acres	Priority Date	Application Number	Permit Number	Certificate Number	Permittee Name
T. 37 S. R. 10 E. 8	Edgewood Creek	130.80		12/31/1873	Swan Lake Decree	0	20689	Albert R Devincenzi
T. 37 S. R. 10 E. 9	Edgewood Creek	5.00		12/31/1873	Swan Lake Decree	0	20689	Albert R Devincenzi
T. 37 S. R. 10 E. 16	Edgewood Creek	173.00		12/31/1873	Swan Lake Decree	0	20689	Albert R Devincenzi
T. 37 S. R. 10 E. 17	Edgewood Creek	319.30		12/31/1873	Swan Lake Decree	0	20689	Albert R Devincenzi
T. 37 S. R. 10 E. 18	Well/Anderson Creek	67.90		06/07/1971	G5538	G5422	46409	Paul T Golden
T. 37 S. R. 10 E. 19	Well/Anderson Creek	32.60		06/07/1971	G5538	G5422	46409	Paul T Golden
T. 37 S. R. 10 E. 14	3 Wells	7.90		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 15	3 Wells	73.80		03/04/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 17	3 Wells	27.90		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 21	3 Wells	78.10		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 22	3 Wells	273.70		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 23	3 Wells	272.80		03/05/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 26	3 Wells	8.40		03/05/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 27	3 Wells	6.40		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 28	3 Wells	247.20		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 29	3 Wells	123.10		03/03/1977	G7873	G7293	83121	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 21	Well	234.20		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 22	Well	238.80		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 27	Well	158.40		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 28	Well	158.40		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 29	Well	160.00		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 32	Well	138.80		06/28/1982	G10135	G10952	87006	Jespersen-Edgewood Inc.
T. 37 S. R. 10 E. 27	Waste Water	160.00		05/20/1971	S48241	S36225	0	Dorothy Collman
T. 37 S. R. 10 E. 28	Waste Water	160.00		05/20/1971	S48241	S36225	0	Dorothy Collman
T. 37 S. R. 10 E. 8	Well	0.00	38.80	12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 9	Well	96.00	5.00	12/24/1951	U453	U486	29530	Albert R Devincenzi

WATER RIGHT SUMMARY CONT.

Township/Range Section	Source	Primary		Priority Date	Application Number	Permit		Permittee Name
		Water Right Acres	Supplemental Water Right Acres			Number	Certificate Number	
T. 37 S. R. 10 E. 15	Well	88.40		12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 16	Well	87.40	173.00	12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 17	Well	209.60	319.30	12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 20	Well	394.70		12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 21	Well	215.10		12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 22	Well	57.90		12/24/1951	U453	U486	29530	Albert R Devincenzi
T. 37 S. R. 10 E. 17	Well/Anderson Creek	2.00		05/28/1952	U501	U585	30572	Mario Marengo
T. 37 S. R. 10 E. 18	Well/Anderson Creek	74.80		05/28/1952	U501	U585	30572	Mario Marengo
T. 37 S. R. 10 E. 36	Waste Water	240.40		07/29/1965	S41159	S30684	44402	Biaggi- Venable
T. 38 S. R. 11.5 E. 7	Well	245.20		09/30/1976	G7396	G6835	66457	CW Biaggi
T. 38 S. R. 11.5 E. 8	Well	29.10		09/30/1976	G7396	G6835	66457	CW Biaggi
T. 38 S. R. 11.5 E. 29	Well	200.10		07/19/1949	U318	U402	29619	Lloyd L Hankins
T. 38 S. R. 11.5 E. 32	Well	29.60		07/19/1949	U318	U402	29619	Lloyd L Hankins
T. 38 S. R. 11.5 E. 20	Thomas Well	21.90		11/16/1968	G4673	G4401	38246	Nevin Cattle Co.
T. 38 S. R. 11.5 E. 29	Thomas Well	38.70		11/16/1968	G4673	G4401	38246	Nevin Cattle Co.
T. 37 S. R. 10 E. 23	Well	13.80		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 37 S. R. 10 E. 25	Well	120.20		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 37 S. R. 10 E. 26	Well	28.60		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 37 S. R. 10 E. 36	Well	175.50		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 38 S. R. 10 E. 12	Well	35.40		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 38 S. R. 11.5 E. 6	Well	99.50		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 38 S. R. 11.5 E. 18	Well	89.90		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 38 S. R. 11.5 E. 7	Well	120.00		07/19/1949	U319	0	50381	Nevin Cattle Co.
T. 38 S. R. 10 E. 12	Well	39.00	36.00	07/19/1949	U319	U343	86801	Jespersen Edgewood, Inc.
T. 38 S. R. 11.5 E. 7	Well	32.00		07/19/1949	U319	U343	86801	Jespersen Edgewood, Inc.
T. 38 S. R. 11.5 E. 18	Well	41.90		07/19/1949	U319	U343	86801	Jespersen Edgewood, Inc.
T. 38 S. R. 11.5 E. 20	Well	80.00	21.90	06/11/1997	G14546	G13320	0	Swan Lake Ranch; Sites, Will
T. 38 S. R. 11.5 E. 29	Well	0.00	57.20	06/11/1997	G14546	G13320	0	Swan Lake Ranch; Sites, Will
Total Acres		6,163.20	651.20					

EXHIBIT D TO
DEED OF TRUST

Grazing Permit Summary

Jespersen Swan Lake, Inc. and Edgewood Ranch, Inc.
Klamath County, OR

BLM & USFS Permits					
Bureau Of Land Management Klamath Falls RA 2795 Anderson BLD 25 Klamath Falls, OR 97603					
Allotment Name	Allot. #	# of Hd.	Type	Grazing Period	AUM's
Swam Lake Rim	00858	150	Cattle	05/01 - 06/30	301
Total BLM Controlled AUMs					301