

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 5th day of August, 1996, by and between SUBURBAN PROPANE, L.P. with full rights of survivorship, hereinafter called "TRUSTOR", and FIRST AMERICAN TITLE COMPANY OF NEVADA, hereinafter called "TRUSTEE", and G.W.F. Corporation, Inc., hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

W I T N E S S E S T H:

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of Three Million Seven Hundred Thousand Dollars (\$3,700,000.00) legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

Parcel No. D as shown on Parcel Map for NORBERT J. & EILEEN B. WALTER, filed in the Office of the County Recorder of Eureka County on November 15, 1988, as File No. 124822, located in a portion of Section 28, Township 20 North, Range 53 East, MDB&M.

EXCEPTING THEREFROM all oil and gas lying in and under said land as reserved by the UNITED STATE OF AMERICA in Patent recorded December 30, 1965, in Book 9, Page 422, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM ¼ of all mineral rights and all oil and gas as reserved by LETA B. BISHOP in deed recorded August 23, 1978, in Book 65, Page 317, Official Records, Eureka County, Nevada.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises or any part

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1 thereof, with the appurtenances.

2 Upon any such default, BENEFICIARY may at any time
3 without notice, either in person, by agent, or by a receiver to be
4 appointed by a court, and without regard to the adequacy of any
5 security for the indebtedness hereby secured, enter upon and take
6 possession of said property or any part thereof, in his own name
7 for or otherwise collect such rents, issues, and profits, including
8 those past due and unpaid, and apply the same, less costs and
9 expenses of operation and collection including reasonable
10 attorney's fees, upon any indebtedness secured hereby, and in such
11 order as BENEFICIARY may determine. Notwithstanding the foregoing,
12 BENEFICIARY agrees to notify Trustor in writing of any payment
13 default and to give BENEFICIARY three business days to cure any
14 such payment default.

15 The entering upon and taking possession of said property,
16 the collection of such rents, issues, and profits, and the
17 application thereof as aforesaid, shall not cure or waive any
18 default or notice of default hereunder or invalidate any act done
19 pursuant to such notice.

20 TO HAVE AND TO HOLD the same unto the said TRUSTEE and
21 its successors, upon the trusts hereinafter expressed:

22 As security for the payment of Three Million Seven
23 Hundred Thousand Dollars (\$3,700,000.00) in lawful money of the
24 United States of America, and with expenses and counsel fees
25 according to the terms of the Promissory Note or Notes for said
26 sums executed and delivered by the TRUSTOR to the BENEFICIARY; such
27 additional amounts as may be hereafter loaned by the BENEFICIARY or
28 his successor to the TRUSTOR or any of them, or any successor in
29 interest of the TRUSTOR, with interest thereon, and any other
30 indebtedness or obligation of the TRUSTOR or any of them, and any
31 present or future demands of any kind or nature which the
32 BENEFICIARY, or his successor, may have against the TRUSTOR or any
33 of them, whether created directly or acquired by assignment;
34 whether absolute or contingent; whether due or not, or whether
35 otherwise secured or not, or whether existing at the time of the
36 execution of this instrument, or arising thereafter; also as
37 security for the payment and performance of every obligation,
38 covenant, promise or agreement herein or in said note or notes
39 contained.

40 TRUSTOR grants to BENEFICIARY the right to record notice
41 that this Deed of Trust is security for additional amounts and
42 obligations not specifically mentioned herein but which constitute
43 indebtedness or obligations of the Trustor for which BENEFICIARY
44 may claim this Deed of Trust as security.

45 AND THIS INDENTURE FURTHER WITNESSETH:

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FIRST: The TRUSTOR promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The TRUSTOR promises to properly care for and keep the property herein described in good condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, TRUSTOR agrees to farm, cultivate and irrigate said premises in a proper approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2, not less than unpaid principle balance (amount of insurance) 3, 4, and Eight percent (8%) per annum (interest) 5, 6, 7, fifteen percent (15%) (counsel fees) and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

FOURTH: BENEFICIARY may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another TRUSTEE in place and instead of TRUSTEE herein named, and thereupon, the TRUSTEE herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

FIFTH: TRUSTOR agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes

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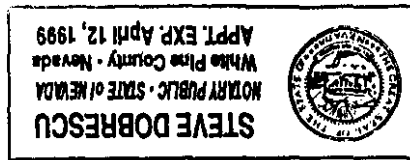
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164261

EUREKA COUNTY NEVADA
H.M. REBALATI, RECORDER
FILE NO. FEES \$11.00

BOOK 299 PAGE 373
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Steve L. Dobrescu
96 AUG - 8 AM 11: 53



NOTARY PUBLIC

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.