

APN 07-200-46

When recorded mail to:

Eastgate Cattle Company, LLC  
P.O. Box 920  
Lake Oswego, OR 97034

181724

## DEED OF TRUST AND FIXTURE FILING

**THIS DEED OF TRUST**, made as of the 30th day of April, 2003, by and between Eureka Properties, LLC, as Grantor, and Eastgate Cattle Company, LLC, as Beneficiary.

### WITNESSETH:

That Grantor hereby grant, transfer, and assign to the Trustee in trust, with power of sale, all of the following described real property situated in the County of Eureka, State of Nevada, more particularly described as follows:

**SEE EXHIBIT A**

**TO HAVE ANTO HOLD** the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

**ONE:** Payment of indebtedness evidenced by a certain Promissory Note dated April 30, 2003, in the amount of \$525,000.00, with the interest thereon, expenses, attorney fees, and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiaries or order, and any and all extensions or renewals thereof.

**TWO:** Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiaries.

**THREE:** Payment, performance, and discharge of each and every obligation,

RECORDED (APR)

1. The Beneficiaries have the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiaries may claim the Deed Trust as security:

2. The Grantor, jointly and severally, shall:

A. Maintain, care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements, and fixtures now thereon hereafter placed thereon in at least the condition, order, and repair existing on the date of this Deed of Trust, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as herein provided;

B. Not remove or demolish all or any portion of any buildings, fences, gates, corrals, watering troughs, windmills, bridges, cattle guards, other fixtures or improvements now situated thereon or hereafter placed thereon unless: (1) the same is replaced, improved, or substituted therefore by a like item of at least equal value, quality, and use; or (2) Beneficiaries give written consent in advance;

C. Not mine or commit or permit any waste of the land, buildings, improvements and fixtures on said premises;

D. Properly maintain, irrigate, harvest, and graze the meadow and pasture areas on the premises for which water rights exist in at least the same ranching and husbandlike manner as is the common ranch practice in the area of the ranch;

E. Properly maintain, put to beneficial use and utilize all wells and

grazing unit area in which the lands subject hereto are located;

G. The Grantor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given;

H. Manage the ranch according to the dictates of good ranch, soil, plant, water and range management common in the area of the ranch.

3. The following covenants, Nos. 1, 2 (replacement cost), 3, 4, (10%), 5, 6, (which covenant deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of the N.R.S. 37.030, are hereby adopted and made a part of this Deed of Trust.

4. All payments secured shall be paid in lawful money of the United States of America.

5. The Beneficiaries and any persons authorized by the Beneficiaries shall have the right to enter upon the premises at all reasonable times for the purposes of: inspecting them; determining Grantor's performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiaries, who are hereby authorized to receive and receipt for the same and apply such proceeds received toward the payment of the indebtedness hereby secured, whether paid or not.

7. Grantor hereby gives to and confers upon Beneficiaries the right, power,

with or without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in the beneficiaries' name sue for or otherwise collect such rents, issues, and profits, (including the past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of fault hereunder or invalidate any act done pursuant to such notice.

8. If default is made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions, or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiaries may declare all notes, debts, and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

10. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantor, or against any of the Makers of the Note secured hereby or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantor or any Maker of the Note secured hereby of a general assignment for the

brought to collect said deficiency.

12. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signature on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to beneficiaries and to a Trustee, at such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address for Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving notices permitted or required by statute to be mailed to Grantor.

13. The right and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

14. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors, and assigns, of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

15. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

16. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now, or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

18. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

19. In addition to the fixtures described or referred to in the description of property in this Deed of Trust, the following are included in the property subject to this Deed of Trust which all, for all purposes, be deemed to be fixtures: (a) all buildings, structures, and improvements now on or hereafter built, placed, constructed, or installed or any portion of the premises; (b) all building fixtures, appliances, and equipment that now hereafter are attached to or installed, in, or place in or upon, any building or improvement or any portion of the described real property, including but not limited to all furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment and installations; all plumbing, plumbing fixtures and equipment; (c) all fences, culverts, bridges, cattle guards and gates; and (d) all pipelines, well casings, well pumps and pumping equipment, pivots a water distribution equipment, troughs, tanks, and stockwater and domestic water stems; all storage tanks; and (e) all corrals. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the described real property and to such buildings or improvements, as a part of the real property conveyed under this Deed of Trust, whether or not the same may be subject to any Security Agreement.

20. To the extent this Deed of Trust contains fixtures and personal property, it is intended to be a fixture filing, financing statement and security agreement and to

IN WITNESS VEREOF, the Grantor has executed these presents the day and year first above writn.

EUREKA PROPRTIE LLC




By: Robert M. Law, anager

State of Oregon )

County of Clackama )

This instrument was knowledged before me on April 30, 2003, by ROBERT M. LAW, Manager of EUREKA PROPERTIES, LLC.



Notary Pub

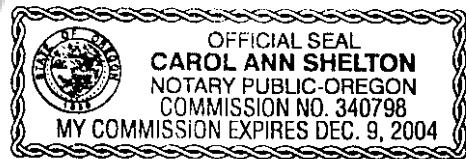


EXHIBIT A

The land referred to herein is situated in the State of Nevada,  
County of EUREKA COUNTY, described as follows:

PARCEL 1:

TOWNSHIP 21 NORTH RANGE 53 EAST, M.D.B.&M.

Section 17: 1/2

PARCEL 2:

TOWNSHIP 21 NORTH RANGE 53 EAST, M.D.B.&M.

Section 17: 1/2

EXCEPTING THEREFROM Parcel A as shown on that certain Parcel Map for the Estate of Florence M. Stanton, filed in the office of the County Recorder of Eureka County, State of Nevada, on January 19, 1990 as File Number 131085, being a portion of the SE1/4SE1/4 of Section 17, TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

PARCEL 3:

Parcel A as shown on that certain Parcel Map for The Estate of Florence M. Stanton filed in the office of the County Recorder of Eureka County, State of Nevada, on January 19, 1990, as File No. 131085, being a portion of SE1/4SE1/4 of Section 17, TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING FROM PARCELS 1, 2 and 3 all oil, gas, potash and sodium lying in and under said land as reserved in Patents by the UNITED STATES OF AMERICA, recorded May 6, 1965, in Book 7, Pages 229 and 2, Official Records, Eureka County, Nevada.