

Lincoln County

NEVADA - 3

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

made by

PETROLANE GAS SERVICE LIMITED PARTNERSHIP,

as Trustor,

to

CHICAGO TITLE AGENCY OF LAS VEGAS, INC.

a Nevada Corporation

as Trustee

for the benefit of

CHEMICAL BANK,

as Collateral Agent,

as Beneficiary

THIS DEED OF TRUST SECURES
FUTURE ADVANCES AND OBLIGATIONS.

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This document is intended to be recorded in Lincoln County, Nevada

DRAFTED BY
AND WHEN RECORDED MAIL TO:
WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036
Attention: Jeffrey J. Temple, Esq.

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

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING, dated as of December 27, 1989 (this "Deed of Trust") made by Petrolane Gas Service Limited Partnership, a Delaware limited partnership having its principal place of business c/o QFB Partners, 99 Park Avenue, New York, New York 10016, as trustor (the "Trustor"), to Chicago Title Agency of Las Vegas, Inc., a Nevada corporation having a mailing address at 701 E. Bridger Avenue, Las Vegas, Nevada 89101, as trustee (the "Trustee"), for the use and benefit of CHEMICAL BANK, a New York banking corporation, as Collateral Agent for the benefit of the Banks (as such term is defined in the Credit Agreement hereinafter defined), having an address at 280 Park Avenue, New York, New York 10017 (hereinafter the "Beneficiary").

W I T N E S S E T H :

WHEREAS, pursuant to the terms of that certain Credit Agreement dated as of September 20, 1989 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Trustor, the Banks and Beneficiary, as agent, the Banks have agreed, inter alia, upon the terms and conditions contained in the Credit Agreement, to make and provide the following loans and letters of credit:

- 1) Certain Term Loans, which Term Loans are evidenced by separate Term Notes made by Mortgagor to the order of each of the Banks, in the aggregate principal amount of \$360,000,000 bearing interest at

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variable rates as set forth in the Credit Agreement, and having a maturity date of March 20, 1996;

2) Certain Revolving Loans, which Revolving Loans are evidenced by separate Revolving Notes made by Mortgagor to the order of each of the Banks, in the aggregate principal amount of \$130,000,000, bearing interest at variable rates as set forth in the Credit Agreement, and having a maturity date of March 20, 1996; and

3) Certain Letters of Credit, which Mortgagor, subject to and upon the terms set forth in the Credit Agreement, may request of any Issuing Bank at any time and from time to time on or after the Initial Borrowing Date, and in any event prior to March 20, 1996;

WHEREAS, Trustor desires to execute this Deed of Trust to secure the following:

(1) the payment of the principal balance of the indebtedness evidenced by each and all of the Notes (including any renewals, extensions, substitutions, exchanges or modifications thereof), together with interest on all such indebtedness, any prepayment or late charges, and any and all other amounts whatsoever payable at the times and in the manner described therein or in the Credit Agreement, including, without limitation, amounts of principal which may be repaid and readvanced under the Revolving Notes in accordance with the Credit Agreement; and

(2) the prompt and faithful payment, performance, discharge and observance of all obligations, covenants, agreements, conditions, representations, warranties, indemnities and liabilities of Trustor to be paid, observed or performed by Trustor or due or to become due to the Lenders under or pursuant to any Note, the Credit Agreement or any of the Security Documents (as such terms are defined in the Credit Agreement) together with interest thereon; provided, however, that with respect to any indemnity contained in the Credit Agreement or in any Security Document which by its terms survives repayment of the principal balance of any of the Notes, this Deed of Trust shall secure the same only so long as any of the Notes shall remain unpaid; and

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(3) the prompt and faithful payment of all sums, if any, as may be expended or advanced by Beneficiary in the payment, performance, discharge or observance of any obligation, covenant, agreement, condition, representation, warranty, indemnity or liability of Trustor hereunder, together with interest thereon; and

(4) the prompt and faithful payment, performance, discharge and observance of any and all other indebtedness, obligations, covenants, agreements, conditions, representations, warranties, indemnities and liabilities which this Deed of Trust by its terms secures (all of the foregoing matters specified in paragraphs (1) through (4) hereof being collectively referred to herein as the "Obligations"); and

WHEREAS, this Deed of Trust is one of a number of deeds of trust, deeds to secure debt and mortgages given pursuant to the Credit Agreement. Each and every term and provision of the Credit Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of all parties thereto are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Deed of Trust. Terms used in this Deed of Trust which are not defined herein or which are not defined by reference to the Credit Agreement shall have the meanings assigned to them in the Credit Agreement (including any exhibits thereto). In the event of any conflict between the terms of the Credit Agreement and the terms of this Deed of Trust, the terms of the Credit Agreement shall control.

NOW, THEREFORE, in consideration of the benefits accruing to Trustor, the receipt and sufficiency of which are hereby acknowledged, TRUSTOR HEREBY GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH THE POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, all of its estate, right, title and interest, whether now owned or hereafter acquired, in and to that property described on Exhibit A hereto, which Exhibit A is incorporated herein by reference.

The property described in Exhibit A includes one or more fee estates in the Improvements (as hereinafter defined) and land underlying and adjacent to said Improvements (but only if identified on Exhibit A hereto). The land so owned is hereinafter referred to as the "Land". The Improvements, the Land and all other real property, and interests and rights appurtenant thereto described below as

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being subject to this Deed of Trust are herein referred to collectively as "this Property".

TOGETHER with all appurtenant rights and easements, rights of way, and other rights used in connection with the Land and/or the Improvements;

TOGETHER with all of Trustor's right, title and interest in, to and under leasehold estates, and in any and all leases and subleases or other agreements relating to the use and occupancy of the Land and/or the Improvements or any portion thereof;

TOGETHER with all rents, issues, profits and revenues of this Property and any business or other activity conducted on the Property (collectively, "Rents");

TOGETHER with Trustor's right, title and interest in any and all buildings and improvements now or hereafter erected on the Land (hereinafter sometimes collectively referred to as the "Improvements") and all personal property, including, but not limited to, that portion of the personal property that constitutes fixtures, attachments, appliances, equipment, machinery and other tangible personal property now or hereafter attached to the Improvements or now or at any time hereafter located on the Land and/or Improvements and necessary for the continued operation of the Land and/or Improvements (hereinafter sometimes collectively referred to as the "Equipment");

TOGETHER with all the right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in this Property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of this Property;

The entire estate, property and interest hereby conveyed to Trustee may be referred to herein as the "Trust Estate" as well as "this Property".

TO HAVE AND TO HOLD as provided herein the above granted and described Trust Estate unto Trustee and to its substitutes and successors forever, and Trustor hereby binds itself and its successors and assigns to warrant and forever defend the Trust Estate unto Trustee, its substitutes, successors and assigns against the claim or claims of all persons claiming or to claim the same, or any part thereof.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST,
Trustor covenants and agrees as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS
AND AGREEMENTS OF TRUSTOR

1.01 Title to this Property. Trustor represents and warrants as of the date hereof (a) that it has good and valid fee simple title to the Land, free and clear of any liens and encumbrances (except the permitted encumbrances set forth on Exhibit B hereto, hereinafter "Permitted Encumbrances"); (b) that this Deed of Trust is a valid first lien upon this Property and it has not created any other lien or encumbrance upon this Property which will remain undischarged after recording of this Deed of Trust (except Permitted Encumbrances); (c) that Trustor has full power and lawful authority to encumber this Property in the manner set forth herein; and (d) that there are no defenses or offsets to this Deed of Trust or to the Obligations which it secures. Trustor shall, subject to Permitted Encumbrances, preserve such title and the validity and priority of this Deed of Trust and shall forever warrant and defend the same to Beneficiary against the claims of all persons and parties whatsoever.

1.02 Operation of this Property. Trustor during the term hereof will obtain and maintain all required licenses, authorizations, permits and/or approvals necessary for the ownership, operation and management of this Property, including, without limitation, all required environmental permits.

1.03 Payment and Performance of Obligations. Trustor shall pay all of the Obligations when due and without offset or counterclaim, and shall observe and comply in all respects with all of the terms, provisions, conditions, covenants and agreements to be observed and performed by it under this Deed of Trust, the Credit Agreement and all other documents evidencing or securing the Obligations or delivered in connection therewith.

1.04 Maintenance, Repair, Alterations, Etc. Trustor will: keep and maintain this Property in its present condition and state of repair; make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and in-

terior, ordinary and extraordinary, foreseen and unforeseen which are necessary to so maintain this Property; except as otherwise provided in Sections 1.07 or 1.12 of the Credit Agreement, restore any Improvement which may be damaged or destroyed so that the same shall, to the extent permitted by applicable law be at least equal to its value, condition and character immediately prior to the damage or destruction, and promptly pay when due all claims for labor performed and materials furnished therefor; comply with all laws, ordinances, regulations, covenants, conditions and restrictions (collectively, a "Law") now or hereafter affecting this Property or any part thereof or the use thereof or requiring any alterations or improvements; not commit or permit any waste or deterioration (usual wear and tear excepted) of this Property; comply with the provisions of any lease, easement or other agreement affecting all or any part of this Property if failure to comply would have a material adverse effect on the value of this Property; and not permit the Improvements or any part thereof to become abandoned or unguarded.

1.05 Required Insurance. Trustor will, at its expense, at all times during the term hereof provide, maintain and keep in force policies of property and hazard insurance which provide substantially the same (or greater) coverage as those policies of insurance described in Schedule II of the Loan Agreement, together with statutory workers' compensation insurance with respect to any work performed on or about this Property, and such other insurance against loss or damage with respect to this Property and the Equipment incorporated therein of the kinds from time to time customarily insured against by persons owning or using property similar to this Property and in such amounts as are customary.

1.06 Policy Provisions, Etc. (a) Each policy of insurance maintained by Trustor pursuant to Section 1.05 shall (i) name Beneficiary as an additional insured with respect to liability insurance coverage; (ii) contain the standard non-contributory mortgagee clause endorsement in favor of Beneficiary with respect to hazard insurance coverage; (iii) name Beneficiary as loss payee and all insurance proceeds for losses with respect to hazard insurance coverage shall be adjusted and be payable in accordance with Section 1.07 hereof; (iv) include effective waivers by the insurer of all rights of subrogation against any named insured; (v) except in the case of public liability insurance and workers' compensation insurance, provide that any losses shall be payable notwithstanding (A) any

act, failure to act, negligence of, or violation or breach of warranties, declarations or conditions contained in such policy by Trustor or Beneficiary or any other named insured or loss payee, (B) the occupation or use of the insured properties for purposes more hazardous than those permitted by the terms of the policy, if such coverage is obtainable at commercially reasonable rates and is of the kind from time to time customarily insured against by persons owning or using property similar to this Property and in such amounts as are customary, (C) any foreclosure or other proceeding or notice of sale relating to the insured properties or (D) any change in the title to or ownership or possession of the insured properties; (vi) provide that if all or any part of such policy is cancelled, terminated or expires, the insurer will forthwith give notice thereof to each named insured and loss payee and that no cancellation, termination, expiration or reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days after receipt by each named insured and loss payee of written notice thereof; and (vii) not be subject to a deductible in excess of that set forth in the Loan Agreement.

(b) Trustor shall pay as and when the same become due and payable the premiums for all property and hazard insurance policies that Mortgagee is required to maintain hereunder, and all such policies shall be nonassessable.

(c) Prior to the expiration, termination or cancellation of any insurance policy which Trustor is required to maintain hereunder, Trustor shall obtain a replacement policy or policies (or a binding commitment for such replacement policy or policies), which shall be effective no later than the date of the expiration, termination or cancellation of the previous policy.

(d) All insurers shall be authorized to issue insurance, and all insurers and reinsurers shall have the A.M. best rating of "A" or better and a financial size rating of XII in the current edition of Best Insurance Reports (or for those insurers and reinsurers which are not listed in Best Insurance Reports, have a financial size equivalent thereto) or such other rating as shall be acceptable to Mortgagee in its reasonable discretion.

1.07 Insurance Proceeds. (a) Trustor shall give prompt written notice to Mortgagee of the occurrence of any damage to or destruction of the Improvements (which term as

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used in this Section 1.07 shall include Equipment) in an amount greater than \$50,000.

(b) Subject to any lien which is a Permitted Encumbrance, in the event of any damage to or destruction of the Improvements or any part thereof and at such time an Event of Default shall have occurred and be continuing hereunder, Beneficiary shall receive all proceeds of hazard insurance and shall apply such proceeds to the prepayment of the Obligations in accordance with the applicable terms of the Loan Agreement.

(c) Subject to any lien which is a Permitted Encumbrance, in the event of any damage to or destruction of the Improvements, and if Trustor shall elect to repair or restore the Improvements, and if an Event of Default shall not have occurred and be continuing hereunder, Trustor shall be entitled to receive all insurance proceeds and Trustor shall apply such proceeds to the payment of the costs and expenses of repairing and restoring the Improvements.

(d) Subject to any lien which is a Permitted Encumbrance, if Section 1.07(b) shall be applicable because of the occurrence and continuance of an Event of Default, Beneficiary shall have the right to settle, adjust or compromise any claim under any policy of insurance. In all other cases Trustor may settle, adjust or compromise any claim.

1.08 Indemnification; Subrogation; Waiver of Offset. If Beneficiary or any of the Banks is made a party defendant to any litigation concerning this Deed of Trust or this Property or any part thereof, or the construction, operation or occupancy of the Improvements by Trustor or anyone else, Trustor shall indemnify, defend and hold Beneficiary and the Banks harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary or the Banks in any such litigation, whether or not any such litigation is prosecuted to judgment; provided, however, that nothing herein shall be deemed to require Trustor to indemnify, defend and hold harmless Beneficiary with respect to the gross negligence or willful misconduct of Beneficiary or the Banks. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and Trustor shall pay the reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of such breach.

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1.09 Impositions. (a) Trustor will pay or cause to be paid when due all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon any of this Property, or arising in respect of the operation, occupancy, use or possession thereof (all of which taxes, assessments and other governmental or nongovernmental charges of like or different nature are hereinafter referred to as "impositions"); provided, however, that if, by Law, any such imposition is payable, or may at the option of the payer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such imposition in installments as the same may become due.

(b) If under the provisions of any Law now or hereafter in effect there shall be assessed or imposed: (i) a tax or assessment on this Property in lieu of or in addition to the impositions payable by Trustor pursuant to subparagraph (a) of this Section 1.09, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "impositions" as defined in subparagraph (a) of this Section 1.09, and Trustor shall pay and discharge or cause to be paid and discharged the same as herein provided or shall reimburse or otherwise compensate Beneficiary for the payment thereof. Anything to the contrary herein notwithstanding, Trustor shall not have any obligation to pay any franchise, doing business, estate, inheritance, income, excess profits or similar taxes levied on Beneficiary or on the Obligations.

(c) Trustor covenants to furnish to Beneficiary, promptly following Beneficiary's request, official receipts of the appropriate taxing or other authority, or other proof reasonably satisfactory to Beneficiary, evidencing the payment of impositions.

(d) Trustor will pay all taxes, charges, filing, registration and recording fees, excises and levies imposed in connection with the recording of this Deed of Trust or imposed upon Beneficiary by reason of its ownership of this Deed of Trust, other than income, estate, inheritance, excess profits, franchise and doing business taxes or similar taxes, and shall pay any and all stamp taxes and other taxes required to be paid on any of the Obligations. In the event Trustor fails to make any such payment within thirty (30) days after written notice thereof from Beneficiary, then

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Beneficiary shall have the right, but shall not be obligated to, pay the amount due and Trustor shall, on demand, reimburse Beneficiary for said amount.

1.10 Utilities. Trustor will pay when due all utility charges which are incurred by Trustor for the benefit of this Property or which may become a charge or lien against this Property for gas, electricity, steam, water or sewer services furnished to this Property and all other assessments or charges of a similar nature, whether public or private, affecting this Property whether or not such taxes, assessments or charges are liens thereon.

1.11 Actions Affecting this Property. Trustor will appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary hereunder; and Trustor will pay all costs and expenses incurred by Trustor, including cost of evidence of title and attorneys' fees, in any such action or proceeding.

1.12 Condemnation. (a) Should this Property or any part thereof or interest therein be taken or damaged by reason of any public improvements or condemnation proceeding or in any other similar manner ("Condemnation"), or should Trustor receive any notice or other information thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(b) Subject to any lien which is a Permitted Encumbrance, in the event of a Condemnation of this Property or any part thereof and if Trustor shall elect not to repair or restore this Property, or if an Event of Default shall have occurred and be continuing hereunder, Beneficiary shall receive all compensation, awards and other payments or relief therefor made or granted (the "Proceeds") and shall be entitled, at Beneficiary's option, to commence, appear in and prosecute in its own name any action or proceeding in connection therewith. All Proceeds shall be deemed assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary may require. Beneficiary shall have the right to receive and apply all such Proceeds in the manner set forth in Section 1.07(b) hereof as if the Proceeds were insurance proceeds. Such application or release shall not, by itself, cure or waive any default hereunder or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice, and shall affect the lien of this Deed of Trust only to the extent of a reduction in the amount of said lien by the amount so applied.

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(c) Subject to any lien which is a Permitted Encumbrance, in the event of a Condemnation and Trustor shall elect to repair and restore this Property, if an Event of Default shall not have occurred and be continuing hereunder, Trustor shall be entitled to receive all Proceeds and Trustor shall apply the Proceeds to the payment of the costs and expenses of repairing and restoring this Property.

(d) If Section 1.12(b) shall govern because of the occurrence and continuance of an Event of Default, Beneficiary alone shall have the right to settle, adjust or compromise any claim in connection with a Condemnation of this Property. In all other cases Beneficiary and Trustor shall consult and cooperate with each other and each shall be entitled to participate in all meetings and negotiations with respect to the settlement of such claim.

1.13 Additional Security. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce, sell or otherwise realize upon the same, at its option, either before or concurrently herewith or after enforcing its remedies hereunder.

1.14 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds the parties hereto, the Banks and their respective successors and assigns.

1.15 Inspections. Trustor hereby authorizes Beneficiary, its agents, representatives or workmen, to enter at any reasonable time after at least forty eight (48) hours advance notice to Trustor, and accompanied by a representative designated by Trustor (except that with respect to any emergency, Beneficiary, its agents, representatives or workman may enter at any time and alone if a representative of Trustor is not immediately available) upon or in any part of this Property for the purpose of inspecting the same, and for the purpose of performing any of the acts which Beneficiary is authorized to perform under the terms of this Deed of Trust.

1.16 Transfers. Subject to the provisions of the Credit Agreement, without the prior written approval of Beneficiary in each instance, no part of this Property or of any legal or beneficial interest in this Property shall be sold, assigned, conveyed, transferred or otherwise disposed of (whether voluntarily or involuntarily, directly or indirectly, by sale of stock or any interest in Trustor, by operation of law or otherwise).

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1.17 Indebtedness Secured by Liens. Except as otherwise provided in the Credit Agreement and except for Permitted Encumbrances, Trustor shall not create, incur or suffer to exist, directly or indirectly, any lien or other exception to title or ownership upon or against this Property or any part thereof or any rents or income arising therefrom.

1.18 Environmental Protection Matters. Trustor shall not cause or permit (or knowingly allow any tenant or other occupant of this Property to cause) this Property to be used to generate, use, collect, treat, store, handle, transfer, produce or process Hazardous Substances except where done in a manner that is in substantial compliance with all Environmental Laws relating to the same. Trustor shall not cause or knowingly permit a release in excess of reportable quantities of Hazardous Substances on, in, over or under this Property, except where done in a manner that is in substantial compliance with all Environmental Laws relating to the same. Trustor shall notify Beneficiary in writing immediately upon the receipt of: (i) any Notice which could reasonably result in liabilities of or expenditures by Trustor with respect to this Property in excess of \$100,000 or (ii) Trustor's discovery of any occurrence or condition on this Property or any real property adjoining or in the vicinity of this Property that could reasonably cause this Property or any part thereof to be subject to any material restrictions on its ownership, occupancy, transferability or use under any Environmental Law. Trustor shall cooperate in allowing from time to time such examinations, tests (including but not limited to a geohydrological survey of soil and subsurface conditions), inspections, and reviews (collectively, "Examinations") of this Property or any part thereof if requested by Beneficiary, provided that Beneficiary and Trustor have reasonable cause to believe that such Examinations would reveal environmental problems at this Property. The cost of any such Examination shall be paid by Trustor. All information relating to any such Examination shall be made available to Trustor, Beneficiary and the Banks but neither Beneficiary nor the Banks shall disclose any such Examination or any information relating thereto to any person or entity without Trustor's prior written consent (which consent shall not be unreasonably withheld or delayed) unless (i) such disclosure is required by any governmental or regulatory authority with jurisdiction over such matters or (ii) such disclosure is made in connection with a syndication of the Credit Agreement or otherwise in connection with this transaction, provided however, that in any such in-

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stance, Beneficiary shall require any such person or entity to maintain the confidential nature of such Examination. Unless caused by the conduct of an indemnified party or its agents or employees, Trustor shall defend, indemnify and hold Beneficiary and the Banks harmless from and against any and all obligations, costs, losses, claims, damages, penalties, forfeitures, suits, liabilities and reasonable expenses (including, but not limited to, costs of defense, settlement, investigation and legal expenses) incurred by Beneficiary or the Banks in connection with the existence of Hazardous Substances at this Property. The foregoing indemnification shall survive the repayment of the Obligations.

1.19 Permitted Contests. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor at its expense may contest (after prior written notice to Beneficiary if the contested amount is in excess of \$50,000), by appropriate legal, administrative or other proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor or any Law or the application of any instrument of record affecting this Property or any part thereof or any claims of mechanics, materialmen, suppliers or vendors and lien therefor, or any utility charges and lien therefor, and may withhold payment of the same pending such proceedings if permitted by Law; provided that (a) in the case of any Impositions or lien therefor or any claims of mechanics, materialmen, suppliers or vendors and lien therefor, such proceedings shall suspend the collection therefor from Beneficiary and this Property, (b) neither this Property nor any part thereof or interest therein will be sold, forfeited or lost if Trustor pays the amount or satisfies the condition being contested, and Trustor would have the opportunity to do so in the event of Trustor's failure to prevail in the contest, (c) Beneficiary shall not, by virtue of such permitted contest, be in any danger of any criminal liability, or any civil liability for which Trustor has not furnished security as provided in clause (d) below, and neither this Property nor any interest therein would be subject to the imposition of any lien which would have priority over the lien of this Deed of Trust for which Trustor has not furnished security as provided in clause (d) below, and (d) Trustor shall have furnished to Beneficiary a good and sufficient bond or surety or other security as reasonably requested by and reasonably satisfactory to Trustor if so required pursuant to clause (c) above or if the failure to comply with such Imposition or Law will result in a lien or charge against this Property

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in excess of \$50,000 or Beneficiary would be in danger of any civil liability.

ARTICLE II

SECURITY AGREEMENT

2.01 Creation of Security Interest. Trustor, as debtor, hereby grants to Beneficiary, as secured party, a security interest in, and lien on, the following property (collectively, the "Secured Property"):

(a) All casualty insurance policies required to be maintained by Trustor hereunder, together with all general intangibles, contract rights and accounts arising therefrom;

(b) All leases and Rents and all Proceeds in any Condemnation, together with all general intangibles, contract rights and accounts arising therefrom;

(c) All of the Equipment which constitutes personal property and all other personal property described in the Granting Clauses hereof;

(d) Any and all renewals or replacements of or additions and substitutions to any of the above-mentioned items; and

(e) All proceeds of the above-mentioned items.

These security interests and liens shall secure all the Obligations.

2.02 Representations, Warranties, and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

(a) Trustor is, and as to all the Secured Property acquired after the date hereof will be, the sole owner of the Secured Property, free from any lien, security interest, encumbrance or claim thereon of any kind whatsoever (other than Permitted Encumbrances). Trustor will notify Beneficiary of, and will defend the Secured Property against, all claims and demands of all persons at any time claiming the Secured Property or any interest therein other than such interests as are permitted herein or in the Credit Agreement.

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(b) The Secured Property is not used or bought for personal, family or household purposes.

(c) Subject to the terms of the Credit Agreement, the Secured Property affixed or attached to this Property will be kept on or at this Property and Trustor will not remove any portion or item of such Secured Property without the prior written consent of Beneficiary, except such portions or items of such Property which are consumed or worn out in ordinary usage or removed in the ordinary course of business.

(d) Trustor maintains a place of business at the address above stated for Trustor and Trustor will immediately notify Beneficiary in writing of any change in its place of business.

(e) Trustor shall cause all financing and continuation statements and other instruments with respect to the Secured Property at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect and secure the interests of Beneficiary in the Secured Property, and shall pay all filing fees in connection therewith. At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements and renewals, continuation statements and amendments thereof pursuant to the Uniform Commercial Code of the State in which this Property is located (the "Code") in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable. Without limiting the foregoing, Trustor hereby irrevocably appoints Beneficiary its attorney-in-fact to execute, deliver and file such instruments for or on behalf of Trustor upon the failure of Trustor to do so within a reasonable time after demand, and Trustor will pay the cost of any such filing.

(f) This Deed of Trust constitutes a Security Agreement, Fixture Filing and Financing Statement as those terms are used in the Code.

2.03 Survival of Security Agreement. Notwithstanding any release of any or all of the property included in the Trust Estate which is deemed "real property", or any proceedings to foreclose this Deed of Trust or its satisfaction of record, the terms hereof shall survive as a security

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agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the Obligations.

ARTICLE III

ASSIGNMENT OF LEASES, RENTS AND PROFITS

3.01 Assignment. To further secure the indebtedness secured hereby, Trustor hereby sells, assigns and transfers unto Beneficiary all the Rents now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of this Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Beneficiary under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Beneficiary and not merely the passing of a security interest. Trustor hereby irrevocably appoints Beneficiary its true and lawful attorney in its name, place and stead (with or without taking possession of this Property as provided in Section 4.05(d) hereof) to rent, lease or let all or any portion of this Property to any party or parties at such rental and upon such terms as Beneficiary shall, in its discretion, determine, and to collect all of said Rents arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on this Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Beneficiary would have upon taking possession pursuant to the provisions of Section 4.05(d) hereof. Trustor represents and agrees that except with the prior written approval of Beneficiary, no Rent has been or will be paid by any person in possession of any portion of this Property for more than one installment in advance and that the payment of none of the Rents to accrue for any portion of this Property will be waived, released, reduced, discounted or otherwise discharged or compromised by Trustor, except as may be approved in writing by Beneficiary. As between Trustor and Beneficiary, Trustor waives any rights of set-off against any person in possession of any portion of this Property. Trustor agrees that it will not assign any of the Rents of this Property. Nothing herein contained shall be construed as constituting Beneficiary

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a mortgagee in possession in the absence of the taking of actual possession of this Property by Beneficiary pursuant to Section 4.05(d) hereof. In the exercise of the powers herein granted Beneficiary, no liability shall be asserted or enforced against Beneficiary, all such liability being expressly waived and released by Trustor, except liability arising out of the bad faith, gross negligence or wilful misconduct of Mortgagee. Trustor further agrees to assign and transfer to Beneficiary all future leases upon all or any part of this Property and to execute and deliver, at the request of Beneficiary, all such further assurances and assignments in this Property as Beneficiary shall from time to time reasonably require. Although it is the intention of the parties that the assignment contained in this Section 3.01 shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Beneficiary shall not exercise any of the rights or powers conferred upon it by this Section except after the occurrence and during the continuance of an Event of Default.

ARTICLE IV

EVENTS OF DEFAULT AND
REMEDIES

4.01 Events of Default. Upon the occurrence of any of the following specified events (each an "Event of Default"):

(a) Trustor shall default in the payment when due of any amounts owed by it hereunder to Beneficiary or any other Person and such default shall continue unremedied for a period of five (5) Business Days after written notice to it by Beneficiary; or

(b) Trustor shall default in the due performance or observance of any term, covenant or agreement contained in Section 1.18 and such default shall continue unremedied for a period of twenty (20) Business Days after written notice to it by the Beneficiary provided, however, that if such default is not susceptible of complete cure within such twenty (20) Business Day period and Trustor has commenced to cure within such period, no Event of Default shall be deemed to have occurred if Trustor diligently and continuously prosecutes such cure to completion; or

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(c) An "Event of Default" as defined in the Credit Agreement shall occur and be continuing; or

(d) Trustor shall default in the due performance by it of any other term, covenant or agreement contained in this Deed of Trust, not listed in clauses (a) through (c), and such default shall continue unremedied for a period of twenty (20) Business Days after written notice to Trustor by Beneficiary; provided, however, that if such default is not susceptible of complete cure within such twenty (20) Business Day period and Trustor has commenced to cure within such period, no Event of Default shall be deemed to have occurred if Trustor diligently and continuously prosecutes such cure to completion and (i) if in Beneficiary's sole judgment such failure is material, such cure is completed within ninety (90) days after notice to Trustor that Beneficiary deems such failure to be material or (ii) if such cure or a partial cure is required by Law within a certain time period, such cure or such partial cure is completed within such time period or any period during which Trustor in good faith contests such Law, and Trustor provides Beneficiary for the benefit of the Lenders with a bond, if required by law or requested by Beneficiary, or other collateral in an amount sufficient to assure the cure and to pay any damages resulting from the delay caused by such contest, or (iii) if in Beneficiary's reasonable judgment such cure or a partial cure may be required to be completed in a shorter period in order to prevent imminent risk of damage to property or imminent risk of danger to health and safety as specified in a notice from Beneficiary to Trustor the portion of such cure necessary to eliminate such risks is completed within such shorter period.

Then and in each such event, Beneficiary may commence an action to foreclose this Deed of Trust as a mortgage or Beneficiary may, at its option, notify the Trustee to exercise the power of sale contained in this Deed of Trust. Upon Beneficiary's notice to the Trustee, as aforesaid, to exercise the power of sale, it shall be lawful for and the duty of the Trustee and the Trustee is hereby authorized and empowered to expose to sale and to sell this Property at public auction for cash after having first complied with all applicable requirements of Law with respect to the exercise of powers of sale contained in deeds of trust. Trustee may sell this Property either as a whole or in separate parcels, as Trustee may determine. Beneficiary shall have the right to direct the order in which separate parcels shall be sold

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and Trustor shall have no right to direct the order in which separate parcels are sold. Trustee may postpone sale of all or any portion of this Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to a purchaser its deed conveying this Property, or any portion thereof, so sold but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Beneficiary may purchase at such sale.

Beneficiary may proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to this Property or sell the personal property separately and without regard to the remainder of this Property in accordance with Beneficiary's rights and remedies provided by the Code as well as other rights and remedies available at law or in equity.

Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure the sale of assets in a particular order. Each successor and assign of Trustor, including without limitation, a holder of a lien subordinate to the lien created hereby (without implying that Trustor has, except as expressly provided herein, a right to grant an interest in, or a subordinate lien on, this Property), by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it gave the waiver itself.

4.02 Discontinuance of Proceedings. Beneficiary, from time to time before the Trustee's sale pursuant to Section 4.01, may rescind any notice of breach or default and of election to cause to be sold this Property by executing and delivering to Trustee a written notice of such rescission, which notice shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause to be sold this Property to satisfy the Obligations hereof, nor otherwise affect any provision, covenant or condition of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

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4.03 Application of Proceeds of Sale. Upon a sale of all or part of this Property pursuant to Section 4.01, after deducting a reasonable commission to the Trustee and all costs, fees and expenses of Trustee, including reasonable attorneys' fees, expenses and costs of investigation, all as actually incurred, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with interest at the Default Rate (as defined in the Credit Agreement); and the remainder to the payment of the Obligations in accordance with the applicable terms of the Credit Agreement.

4.04 Beneficiary Statement. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any fact or facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon.

4.05 Remedies Upon Default. If an Event of Default shall occur and be continuing, Beneficiary, or Trustee upon written instructions from Beneficiary (the legality thereof to be determined solely by Beneficiary), may, without notice to or demand upon Trustor, without releasing Trustor from any obligation hereunder and without waiving Beneficiary's right to cause this Property to be sold:

(a) Cure the underlying default in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon and take possession of this Property for such purposes, and any reasonable sums expended for such purposes shall become part of the indebtedness secured hereby;

(b) Commence, appear in and/or defend any action or proceedings purporting to affect the security hereof, and/or any additional or other security therefor, the interests, rights, powers and/or duties of Trustee and/or Beneficiary hereunder, whether brought by or against Trustor, Trustee or Beneficiary;

(c) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Beneficiary may affect or reasonably appear to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder and any

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sums expended for such purposes shall become part of the indebtedness secured hereby; and

(d) Beneficiary is authorized either by itself or by its agent to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, to enter into and upon and take and hold possession of any portion or all of Trust Estate, both real and personal, and exclude Trustor and all other persons therefrom; and to operate and manage this Property and rent and lease or operate the same, perform such reasonable acts of repair or protection as may be reasonably necessary or proper to conserve the value thereof, and collect any and all Rents and proceeds therefrom, the same being hereby assigned and transferred to Beneficiary, for the benefit and protection of Beneficiary, and from time to time apply and/or accumulate such Rents and proceeds in such order and manner as Beneficiary or such receiver in its sole discretion shall consider advisable, to or upon the following: the expenses of receivership, if any; the proper costs of upkeep, maintenance, repair and/or operation of this Property; the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust; and to the payment of the Obligations in accordance with the applicable terms of the Credit Agreement. The collection and/or receipt of Rents and/or proceeds from this Property by Beneficiary, its agent or receiver, after an Event of Default and election to cause this Property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or election to cause this Property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such Rents and/or proceeds. Any such Rents and/or proceeds in the possession of Beneficiary, its agent or receiver, at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale.

Neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Section 4.05 and any of the actions herein referred to may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of

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the security for the indebtedness secured by this Deed of Trust.

ARTICLE V

MISCELLANEOUS

5.01 Definitions. As used in this Deed of Trust, the following terms have the following respective meanings:

Environmental Laws: any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about this Property, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.

Hazardous Substances: (i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and

(iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (E) flammable explosives; or (F) radioactive materials.

5.02 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the

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State in which this Property is located. In the event that any provision or clause of this Deed of Trust conflicts with applicable laws, such conflicts shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.03 Limitation on Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and all other instruments evidencing or securing the Obligations to contract in strict compliance with the relevant usury laws. In furtherance thereof, Beneficiary and Trustor stipulate and agree that none of the terms and provisions contained in this Deed of Trust shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by relevant law.

5.04 Notices. Except as otherwise set forth herein, all notices, requests and demands required or permitted to be made hereunder shall be in writing and sent by certified or registered mail, return receipt requested or by express overnight courier or delivery service (provided the same shall provide dated evidence of delivery), shall be deemed given or made three (3) Business Days after mailing if sent by mail or one (1) Business Day after consignment to an express overnight courier or delivery service and shall be directed as follows:

If to Beneficiary: Chemical Bank, as Agent
277 Park Avenue
New York, New York 10017
Attn: Lisa Murphy

If to Trustor: c/o QPB Partners
99 Park Avenue
New York, New York 10016
Attention: John Salisbury

If to Trustee: Chicago Title Agency of
Las Vegas, Inc.
701 E. Bridger Avenue
Las Vegas, Nevada 89101

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or to such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party servicing or desiring to serve notice as a place for the service of notice.

5.05 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.06 Non-Waiver. No failure by Beneficiary to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Deed of Trust, which shall continue in full force and effect, or the rights of Beneficiary with respect to any other then existing or subsequent breach.

5.07 Further Assurances. Trustor, at its own expense, will execute, acknowledge and deliver all such instruments and take all such action as may be necessary to assure to Beneficiary the interest in the Trust Estate herein described and the rights intended to be provided to Beneficiary herein.

5.08 Remedies Cumulative. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies.

5.09 Recordation. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.10 Substitution of Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where this Property is located, and by otherwise complying with applicable statutory provisions, substitute a

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successor or successors for the Trustee named herein or acting hereunder.

5.11 Partial Invalidity. If any of the provisions of this Deed of Trust or the application thereof to any person, party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, 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 Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

5.12 Revolving Credit, Additional Advances. This Deed of Trust is given to secure, among other things, Revolving Loans and shall secure not only presently existing indebtedness under the Credit Agreement but also future advances under the Credit Agreement to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. The lien of this Deed of Trust shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which this Property is located. The total principal amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby at any one time outstanding shall not exceed the amounts set forth in the first Whereas clause above, plus interest thereon and any disbursements which the Beneficiary may make under this Deed of Trust, the Credit Agreement or any other document with respect hereto (e.g., for payment of impositions or insurance on this Property) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Deed of Trust 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.

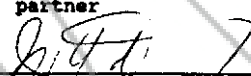
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IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be duly executed under seal as of the day and year first above written.

PETROLANE GAS SERVICE LIMITED
PARTNERSHIP

By: Petrolane, Inc., its general
partner

By:


Name: JOAN F. SALISBURY
Title: VICE-PRESIDENT

Lincoln County

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 27th day of December, 1989, before me, the undersigned officer, personally appeared John F. SALISBURY and [unclear], personally known and acknowledged themselves to me to be the Vick-Deodor and [unclear] respectively of Petrolane, Inc., a California corporation (the "Corporation") said Corporation acting in its capacity as the duly authorized corporate general partner of Petrolane Gas Service Limited Partnership (the "Partnership"), and that as such officers, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said Corporation and Partnership. *his*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kira Charles
Notary Public

NOTARIAL SEAL

My Commission Expires:

November 3, 1990



KIRA CHARLES
Notary Public, State of New York
No. 31-4878089
Qualified in New York County
Commission Expires Nov. 3, 1990
10

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Exhibit A
Panaca, NV

State : NEVADA
County : LINCOLN

LOTS 30 & 31 IN SUN GOLD MINER LNEY NO. 1, TOWN OF PANACA.

Lincoln County

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" shall mean (i) those liens, encumbrances and other matters affecting title to this Property shown on any title search in respect thereof and found acceptable by the Collateral Agent, (ii) easements, encroachments, covenants, rights of way, minor defects, irregularities or encumbrances on title with respect to property similar in character to this Property and which do not materially impair such Property for the purpose for which it is held by Trustor thereof, or the Lien held by the Collateral Agent; provided, however, that if any such encumbrance materially impairs such Property, Petrolane shall have the right to cure such defect by purchasing title insurance in form, substance and amount satisfactory to the Collateral Agent in its sole discretion, (iii) municipal and zoning ordinances, which are not violated by the existing improvements and the present use made by the mortgagor thereof of the Land and Improvements (as defined in the respective Mortgage), (iv) liens for the taxes and assessments referred to in Section 1.09(a) which are not at the time due and payable or which, or the validity of which, are being contested at the time in good faith by appropriate proceedings which shall operate to prevent the collection thereof and the sale of this Property or any interest therein to satisfy the same, provided that Mortgagor shall have complied with the provisions of this Mortgage dealing with the contest of any such tax or assessment, (v) Liens permitted under Sections 8.01(i) and (iii) of the Credit Agreement to the extent affecting this Property, and (vi) such other items as the Collateral Agent may reasonably consent to.

N. 93175
FILED AND RECORDED
Title Associates, Inc.
29 December 1989
AT 50 15 12
P. 88 OFFICE
RECO 588 LINCOLN
CC NV, NEVADA

Frank C. Hulse
FRANK C. HULSE COUNTY RECORDER