

SUBORDINATION AGREEMENT

WHEREAS, DIAMOND LAND AND CATTLE COMPANY, a co-partnership, consisting of THOMAS H. GALLAGHER, DOROTHY S. GALLGHER, CHARLES DAMELE, R. D. DAMELE and G. W. GARRETT, are Debtors in that certain Security Agreement and Financing Statement dated January 8, 1973, which Financing Statement was filed in the office of the Eureka County Recorder, Eureka, Nevada, on April 27, 1973, and

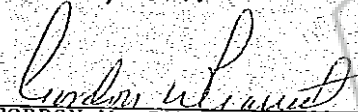
WHEREAS, HELEN B. METZLER, MARY LEE FULKERSON, JOHN G. METZKER, JUDITH K. TOPOL, PAUL W. METZKER and WM. D. METZKER assigned all of their right, title and interest in and to the Promissory Notes secured by the above-mentioned Security Agreement and Financing Statement to G. W. GARRETT, copies of said Notes and Assignments being attached hereto as Exhibit A, and


WHEREAS, the remaining secured parties after the above assignments have agreed to subordinate their said Security Agreement and Financing Statement to a Security Agreement and Financing Statement in favor of PRODUCERS LIVESTOCK LOAN COMPANY on the security described in said Security Agreement and Financing Statement in favor of the undersigned provided that said lien to PRODUCERS LIVESTOCK LOAN COMPANY does not exceed \$2,980,879.52.

NOW, THEREFORE, the undersigned GORDON W. GARRETT, GORDON W. GARRETT as Trustee for JAMES S. METZKER and DENIO BROS. TRUCKING CO., a Nevada Corporation, pursuant to their agreement as above set forth do hereby agree that the lien of their said Security Agreement and Financing Statement shall be subordinated to and made subject to a lien created by a Security Agreement and Financing Statement in favor of PRODUCERS LIVESTOCK LOAN COMPANY,

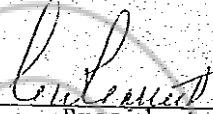
said subordination to be limited to a loan wherein the principal sum is not to exceed \$2,980,879.52.

DATED this 28th day of June, 1974.


GORDON W. GARRETT



GORDON W. GARRETT, as Trustee
for JAMES S. METZKER

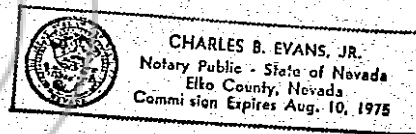
DENIO BROS. TRUCKING CO.

By 
President

STATE OF NEVADA)
COUNTY OF ELKO) SS.

On this 28th day of June, 1974, personally appeared before me, a Notary Public, GORDON W. GARRETT, GORDON W. GARRETT, as Trustee for JAMES S. METZKER, and GORDON W. GARRETT on behalf of DENIO BROS. TRUCKING CO., who acknowledged to me that he executed the foregoing instrument.


NOTARY PUBLIC



FOR VALUED RECEIVED the undersigned hereby sells and assigns her interest in and to that promissory note dated January 7, 1973, from Diamond Land and Cattle, a co-partnership, in amount of SIXTY TWO THOUSAND FIVE HUNDRED NINETY EIGHT AND 21/100 DOLLARS (\$62,598.21) to G. W. Garrett.

Dated 9-31-73

Helen B. Metzker
HELEN B. METZKER

\$62,598.21

N O T E

\$62,598.21

Elko, Nevada

JANUARY 7 1973

FOR VALUE RECEIVED, I promise to pay to the order of HELEN B. METZKER, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of SIXTY TWO THOUSAND, FIVE HUNDRED NINETY EIGHT and 21/100 DOLLARS (\$62,598.21), together with interest thereon at the rate of 6% per annum, in the manner following to-wit:

Accrued interest only on January 5, 1974 and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$17,748.64
On or before January 5, 1977 - \$17,631.11
On or before January 5, 1978 - \$28,276.11
On or before January 5, 1979 - \$16,089.70
On or before January 5, 1980 - \$ 1,021.66

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The makers, at their option, may increase the amount of said payments, or make additional and further payments at any time, or the entire balance of principal may be paid at any time, during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall so be identified and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid.

The makers and endorsers waive demand, diligence, presentment, protest and non-payment.

In the event of the default in the payment of any sum due hereunder, according to the terms and tenor hereof, and if such default last for a period of thirty-five (35) days, the holder or holders, may, at their option, declare the entire amount of principal and interest due and payable.

In case of the default in payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise to

pay and agree to pay, a reasonable attorney fee incurred, together with all costs.

This Note is secured by a Deed of Trust and Security Agreement of even date herewith.

DIAMOND LAND AND CATTLE
a co-partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy J. Gallagher
DOROTHY J. GALLAGHER

By Charles Damele
CHARLES DAMELE

By R. D. Damele
R. D. DAMELE

By G. W. Garrett
G. W. GARRETT

FOR VALUE RECEIVED the undersigned hereby sells and assigns her interest in and to that promissory note dated January 7, 1973 from Diamond Land and Cattle, a co-partnership, in amount of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 89/100 DOLLARS (\$21,884.89) to G. W. Garrett.

Dated:

\$21,884.89

4/2/73

Mary Lee Fulkerson

Mary Lee Fulkerson

N O T E

\$21,884.89

Elko, Nevada

JANUARY 7, 1973

FOR VALUE RECEIVED, I promise to pay to the order of MARY LEE FULKERSON, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of TWENTY ONE THOUSAND, EIGHT HUNDRED EIGHTY FOUR and 89/100 DOLLARS (\$21,884.89), together with interest thereon at the rate of 6% per annum, in the manner following to-wit:

Accrued interest only on January 5, 1974
and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$6,228.56
On or before January 5, 1977 - \$6,187.31
On or before January 5, 1978 - \$9,922.98
On or before January 5, 1979 - \$5,646.38
On or before January 5, 1980 - \$ 235.19

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The makers, at their option, may increase the amount of said payments, or make additional and further payments at any time, during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall so be identified and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid.

The makers and endorsers waive demand, diligence, presentment, protest and non-payment.

In the event of the default in the payment of any sum due hereunder, according to the terms and tenor hereof, and if such default last for a period of thirty-five (35) days, the holder or holders, may, at their option, declare the entire amount of principal and interest due and payable.

In case of the default in payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise to

pay and agree to pay, a reasonable attorney fee incurred,
together with all costs.

This Note is secured by a Deed of Trust and a Security
Agreement of even date.

DIAMOND LAND AND CATTLE
a Co-Partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy S. Gallagher
DOROTHY S. GALLAGHER

By Charles Damele
CHARLES DAMELE

By R. D. Damele
R. D. DAMELE

By G. W. Garrett
G. W. GARRETT

-2-

FOR VALUE RECEIVED the undersigned hereby sells
and assigns his interest in and to that promissory note dated
January 7, 1973 from Diamond Land and Cattle, a co-partnership,
in amount of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND
89/100 DOLLARS (\$21,884.89) to G. W. Garrett.

Dated:

\$21,884.89

4/21/73

John G. Metzker
John G. Metzker

N O T E

\$21,884.89

Elko, Nevada

JANUARY 7, 1973

FOR VALUE RECEIVED, I promise to pay to the order of JOHN G. METZKER, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of TWENTY ONE THOUSAND, EIGHT HUNDRED EIGHTY FOUR and 89/100 DOLLARS (\$21,884.89), together with interest thereon at the rate of 6% per annum, in the manner following to-wit:

Accrued interest only on January 5, 1974 and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$6,228.56
On or before January 5, 1977 - \$6,187.31
On or before January 5, 1978 - \$9,922.98
On or before January 5, 1979 - \$5,646.38
On or before January 5, 1980 - \$ 235.19

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The makers, at their option, may increase the amount of said payments, or make additional and further payments at any time, or the entire balance of principal may be paid at any time, during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall so be identified and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid.

The makers and endorsers waive demand, diligence, presentment, protest and non-payment.

In the event of the default in the payment of any sum due hereunder, according to the terms and tenor hereof, and if such default last for a period of thirty-five (35) days, the holder or holders, may, at their option, declare the entire amount of principal and interest due and payable.

In case of the default in payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise to

pay and agree to pay, a reasonable attorney fee incurred,
together with all costs.

This Note is secured by a Deed of Trust and Security
Agreement of even date herewith.

DIAMOND LAND AND CATTLE
a Co-Partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy S. Gallagher
DOROTHY S. GALLAGHER

By Charles Damele
CHARLES DAMELE

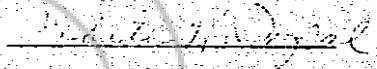
By R. D. Damele
R. D. DAMELE

By G. W. Garrett
G. W. GARRETT

FOR VALUE RECEIVED the undersigned hereby sells
and assigns her interest in and to that promissory note dated
January 7, 1973 from Diamo Land and Cattle, a co-partnership,
in amount of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND
89/100 DOLLARS (\$21,884.89) to G. W. Garrett.

Dated:

\$21,884.89


Judith K. Topol

N O T E

\$21,884.89

Elko, Nevada

JANUARY 7, 1973

FOR VALUE RECEIVED, I promise to pay to the order of JUDITH K. TOPOL, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of TWENTY ONE THOUSAND, EIGHT HUNDRED EIGHTY FOUR and 89/100 DOLLARS (\$21,884.89), together with interest thereon at the rate of 6% per annum, in the manner following to-wit:

Accrued interest only on January 5, 1974 and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$6,228.56
On or before January 5, 1977 - \$6,187.31
On or before January 5, 1978 - \$9,922.98
On or before January 5, 1979 - \$5,646.38
On or before January 5, 1980 - \$ 235.19

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The maker, in the following, may increase the amount of said payments, or make additional and further payments at any time, during the term of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall so be identified and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid,

The makers and endorsers waive demand, diligence, presentment, protest and non-payment.

In the event of the default in the payment of any sum due hereunder, according to the terms and tenor hereof, and if such default last for a period of thirty-five (35) days, the holder or holders, may, at their option, declare the entire amount of principal and interest due and payable.

In case of the default in payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise to

pay and agree to pay, a reasonable attorney fee incurred, together with all costs.

This Note is secured by a Deed of Trust and Security Agreement of even date herewith.

DIAMOND LAND AND CATTLE
a co-partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy S. Gallagher
DOROTHY S. GALLAGHER

By Charles Damele
CHARLES DAMELE

By R. D. Damele
R. D. DAMELE

W. GARRETT

FOR VALUE RECEIVED the undersigned hereby sells and assigns his interest in and to that promissory note dated January 7, 1973 from Diamond Land and Cattle, a co-partnership, in amount of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 91/100 (\$21,882.91) to G. W. Garrett.

Dated:

\$21,882.91

Paul W. Metzker
Paul W. Metzker

N O T E

\$21,882.91

Elko, Nevada

January 7, 1973

FOR VALUE RECEIVED, I promise to pay to the order of G. W. GARRETT as Trustee for PAUL W. METZKER, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY TWO and 91/100 DOLLARS (\$21,882.91), together with interest thereon at the rate of 6% per annum, in the manner following, to-wit:

Accrued interest only on January 5, 1974 and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$6,228.56
On or before January 5, 1977 - \$6,187.31
On or before January 5, 1978 - \$9,922.98
On or before January 5, 1979 - \$5,646.38
On or before January 5, 1980 - \$ 232.24

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment, and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The makers, at their option, may increase the amount of said payments, or add additional payments at any time during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall be so identified, and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid.

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In case of the default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise to

pay and agree to pay, a reasonable attorney fee incurred, together with all costs.

This Note is secured by a Deed of Trust and Security Agreement of even date herewith.

DIAMOND LAND AND CATTLE
a Co-Partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy S. Gallagher
DOROTHY S. GALLAGHER

By Charles D. Damele
CHARLES DAMELE

By R. D. Damele
R. D. DAMELE

By W. H. Garrett
W. H. GARRETT

FOR VALUE RECEIVED the undersigned hereby sells and assigns his interest in and to that promissory note dated January 7, 1973 from Diamond Land and Cattle, a co-partnership, in amount of TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 91/100 DOLLARS (\$21,882.91) to G. W. Garrett.

Dated:

\$21,882.91

Jan 21 1973

Win. T. Metzker
Win. T. Metzker

N O T E

\$21,882.91

Elko, Nevada

JANUARY 7, 1973

FOR VALUE RECEIVED, I promise to pay to the order of WILLIAM T. METZKER, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the sum of TWENTY ONE THOUSAND, EIGHT HUNDRED EIGHTY TWO and 91/100 DOLLARS (\$21,882.91), together with interest thereon at the rate of 6% per annum, in the manner following to-wit:

Accrued interest only on January 5, 1974 and on January 5, 1975. Thereafter, payments shall be made as follows:

On or before January 5, 1976 - \$6,228.56
On or before January 5, 1977 - \$6,187.31
On or before January 5, 1978 - \$9,922.98
On or before January 5, 1979 - \$5,646.38
On or before January 5, 1980 - 232.24

All of the payments as set forth above, beginning January 5, 1976, shall be applied upon accrued interest to date of payment and the remainder upon the principal. Interest shall accrue from January 1, 1973.

The makers, in their discretion, may increase the amount of said payments, or make additional and further payments at any time, during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date. Additional payments shall so be identified and shall not accrue as a portion of the annual payments, but the makers shall in all events, pay at least the sums of principal and accrued interest required annually as aforesaid.

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pay and agree to pay, a reasonable attorney fee incurred, together with all costs.

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DIAMOND LAND AND CATTLE
a Co-Partnership

By Thomas H. Gallagher
THOMAS H. GALLAGHER

By Dorothy S. Gallagher
DOROTHY S. GALLAGHER

By Charles Damele
CHARLES DAMELE

By R. D. Damele
R. D. DAMELE

By G. W. GARRETT
G. W. GARRETT

RECORDED AT THE REQUEST OF Dorothy Gallagher
on JUNE 28, 1974, at 23 min. past 3 P. M. to
Book 48 of OFFICIAL RECORDS, page 468-487, RECORDS OF
EUREKA COUNTY, NEVADA. Julius & W. Paul Recorder
File No. 58747 Fee \$ 22.00
FILE NO. 58747