

The Connecticut Mutual LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

DEED OF TRUST

This Deed of Trust, made this 26th day of July, 1976, between
MAGGIE CREEK RANCH, INC., a Nevada corporation,

....., herein called Trustor,
FIRST AMERICAN TITLE COMPANY OF NEVADA, , herein called Trustee,
and **The Connecticut Mutual Life Insurance Company**, a corporation of Hartford, Connecticut, herein called
Beneficiary,

Witnesseth: That Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale,
all that property in the ~~County~~ Counties of Elko and Eureka , State of Nevada, described as:

(See Exhibit A attached hereto for a specific
description of said real property.)

Together with all buildings, structures, fences, pipes, wells, tanks, dams, reservoirs and all other improvements and fixtures thereon or therein, or that may be hereafter erected or placed thereon or therein, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof (subject, however, to the right, power and authority hereinafter given to or conferred upon Beneficiary to collect and apply such rents, issues and profits), and all the estate, right, title, property, possession, interest or other claim or demand, in law or in equity, which the Trustor now has or may hereafter acquire of, in or to the said property, or any part thereof, with appurtenances;

Together with the following described shares of stock and water right contracts, which are hereby expressly made appurtenant to the above described property, namely:

All water rights, wells, springs, dams, ditches and any and all other water, water sources or facilities on the above described real property or appurtenant thereto including, but not limited to those described on Exhibit "B" attached hereto and consisting of 5 pages and made a part hereof.

Together with all other rights, whether evidenced by shares of stock, contracts, permits, licenses, or in any other manner, to the use of water for the irrigation of the above described property, or for stock watering or domestic purposes thereon, and to the use of any irrigation and drainage ditch, canal or pipe line, or any one or more of them, used for either or both irrigation and drainage of said property, or for the conveyance of water for stock or domestic purposes thereon, whether said rights are now owned or are hereafter acquired, every such right being hereby made appurtenant to the above described property;

To have and to hold the same unto Trustee upon the trusts, covenants and agreements herein expressed; For the purpose of securing:

First: Payment of the indebtedness evidenced by a promissory note of even date herewith in the principal sum of THREE MILLION SIX HUNDRED THOUSAND ----- Dollars (\$3,600,000.00)

made by MAGGIE CREEK RANCH, INC., WILLIAM L. SEARLE, WESLEY M. DIXON, JR. and FREDRICK C. PULLMAN, payable to the order of The Connecticut Mutual Life Insurance Company at its Home Office in Hartford, Connecticut, according to the tenor and effect thereof, all renewals, extensions and/or modifications of said note, and any additional sums and interest thereon which may hereafter be loaned to Trustor, or to the heirs, successors or assigns of Trustor, by Beneficiary. Each additional loan hereafter made and interest thereon shall be secured by this Deed of Trust only if made to Trustor while he is the owner of record of his present interest in said property, or to his heirs, successors or assigns while they are the record owners thereof, and shall be evidenced by a promissory note which shall contain a recital indicating that it is secured by this Deed of Trust.

Second: Payment and/or performance of every obligation, covenant, promise and/or agreement of Trustor herein contained, including any sums paid or advanced by Beneficiary pursuant to the terms hereof.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove, demolish or substantially alter any building thereon, except as hereinafter provided; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, conditions and restrictions affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of any law, ordinance, regulation, condition or restriction; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To pay: at least 10 days before default or delinquency, all taxes and assessments affecting said property, or any part thereof; all taxes or assessments levied or to be levied in the State of Nevada on this deed of trust or on the note or notes or debt or interest secured hereby, or on Beneficiary by reason of its ownership of this Deed of Trust or the note or notes or debt secured hereby, or on account of interest derived therefrom; all assessments on appurtenant water stock; immediately and in full, all liens, encumbrances, charges and claims, with interest, on said property, or any part thereof, which now or hereafter appear to be prior or superior hereto; all costs, fees and expenses of this trust.

(3) To provide and constantly maintain insurance against loss or damage by fire and windstorm, and such other forms of insurance as may reasonably be required by Beneficiary from time to time while the indebtedness hereby secured remains unpaid, in such amount and in such company or companies as Beneficiary shall approve. The policies of such insurance shall be delivered to Beneficiary, with premiums thereon paid, and with loss payable clause satisfactory to Beneficiary attached thereto. Any amount received by Beneficiary under any such insurance policy may be applied by Beneficiary toward payment of any indebtedness and/or obligation secured hereby, in such order as Beneficiary may determine; or, said amount or any portion thereof may, at the option of Beneficiary, be used either toward payment of the cost of replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to Beneficiary, or be released to Trustor, in either of which events neither Trustee nor Beneficiary shall be obligated to see to the proper application thereof. The amount of any such insurance used toward payment of the cost of replacing or restoring improvements or released to Trustor shall not be deemed a payment of any indebtedness or obligation secured hereby. Any such application, use and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend at his own expense the interest of Beneficiary and/or Trustee in any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee, including but not limited to condemnation proceedings.

(5) Should Trustor fail to pay any of the obligations or to perform any of the agreements, covenants or conditions herein contained, Beneficiary or Trustee may, without notice to or demand upon and without releasing Trustor from any obligation hereunder, pay any of such obligations or perform or cause to be fulfilled any of such agreements, covenants or conditions, including but not limited to the following: pay or compromise any taxes, assessments, liens, encumbrances, charges or claims against the property hereby conveyed, or any part thereof; effect any insurance on the buildings or other improvements; cause the title to be searched or obtain title insurance; appear in, defend or settle any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee. In exercising any of the rights or powers herein granted, Beneficiary and/or Trustee may employ counsel, and incur and pay necessary costs and expenses, including the cost of any title search or title insurance, and counsel fees in a reasonable amount. All sums expended, paid or advanced by Beneficiary or Trustee, under the provisions of this Deed of Trust, shall be immediately repayable by Trustor upon demand, shall bear interest at the rate of 8% per annum until paid, and shall, with the interest thereon, be secured by this Deed of Trust.

1. 5% (6) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation or agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, 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 its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness and/or obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, or any part thereof, the collection of such rents, issues and profits or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(7) The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of said property are hereby assigned to Beneficiary as additional security for the payment of the debt hereby secured. Trustor may collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note or notes hereby secured. In case of any such default, Beneficiary is hereby granted the unconditional right and power, at its option, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the debt hereby secured, but Beneficiary shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits and shall not be responsible for failure to exercise the rights hereby granted. 11.58

(8) To pay promptly all instalments due others upon agreements of lease or conditional sale contracts of all fixtures, furnishings and equipment located on said property. Should Trustor fail to make any such payment, Beneficiary may, without demand or notice, pay or satisfy the same and the amount so expended shall bear interest at the rate of 8% per annum and shall be payable by Trustor to Beneficiary upon demand and shall, with the interest thereon, be secured by this instrument. All windmills, pumps, pumping plants and irrigation equipment used for the irrigation of said property, or for stock watering or domestic purposes thereon, all motors, engines and devices for the operation of said windmills, pumps, pumping plants and irrigation equipment, all refrigerator systems, fire prevention and extinguishing apparatus, all lighting, heating and ventilating fixtures and equipment, and all motors, engines, dynamos and boilers, now or hereafter installed in, on or about said property, irrespective of the manner of installation, are and/or immediately upon the installation thereof, shall become and be fixtures and a part of the realty and shall not be removed from said property without the written consent of Beneficiary.

(9) That if the property herein described, or any part thereof, is now or hereafter included in any irrigation, reclamation, drainage, conservation, road, or other district, now or subsequently organized, or should any district, now or subsequently organized, increase its bonded indebtedness so that in the opinion of Beneficiary the value of the property hereby conveyed becomes inadequate as security for the indebtedness hereby secured, Beneficiary being the sole and only judge of such inadequacy, then Beneficiary shall be entitled at its option to call upon Trustor either to reduce the unpaid balance of the indebtedness as required by Beneficiary, or to furnish additional security satisfactory to Beneficiary, and in the event that Trustor shall fail or refuse to meet any such requirement for sixty days after written notice so to do has been given Trustor by Beneficiary, Beneficiary may, at its option, and without further notice to or demand on Trustor, declare the note or notes hereby secured due and payable, and may proceed to have the property above described sold in accordance with the terms of this Deed of Trust.

(10) Trustor hereby grants, assigns, transfers and sets over unto Trustee, for the uses and purposes herein set forth, all right, title and interest in and to all leases, permits, allotments or licenses, and all renewals and extensions thereof, covering lands or privileges now or hereafter used in conjunction with the fee-owned property hereinabove described, including but not limited to the following:

All range rights and grazing rights owned by Trustor, or used and enjoyed in connection with any of said property, including, but not limited to, all of the BLM permits and all of the BLM exchange of use agreements listed on Exhibit "C" consisting of 1 page and attached hereto and made a part hereof.

together with all right, title and interest in and to all buildings, structures, fences, pumps, pumping equipment, pipes, pipelines, wells, tanks, dams, reservoirs and other improvements of every nature and description now or hereafter located on the lands covered by such leases, permits, allotments or licenses, and all water and water rights located thereon or appurtenant thereto. Trustor covenants that he is the lawful owner and holder of the leases, permits, allotments and/or licenses hereinabove specifically described and that the same are free from encumbrance and have not been assigned; that he will procure renewals or extensions thereof and of all other leases, permits, allotments or licenses now or hereafter held by Trustor as aforesaid, upon or prior to the respective expiration dates thereof and will execute any instrument deemed by Beneficiary necessary to effect an assignment or waiver of such renewals or extensions for its benefit hereunder; that he will pay all rents and other charges and do all acts and things necessary to preserve and keep in good standing all of said leases, permits, allotments or licenses and any renewals or extensions thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the exercise of the power of sale hereunder or the foreclosure of this deed of trust as a mortgage, as herein provided, he will waive all claims for preference in any such rights upon demand by the purchaser of the fee-owned property or any successor to such purchaser; that the lands covered by said leases, permits, allotments or licenses and renewals or extensions thereof, shall at all times be operated in conjunction with said fee-owned property and neither shall be transferred to any other person separately from the other; and, in case of failure of Trustor to pay any of the rents or other charges payable under the terms of any of said leases, permits, allotments or licenses, Trustor or Beneficiary may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of 8% per annum, shall be a part of the principal debt and shall be secured by this deed of trust and shall be a lien on the fee-owned property hereinabove described. 11.

It is Mutually Agreed That:

(1) All moneys and awards payable as damages and/or compensation for the taking of, or damage to, all or any portion of the property hereby conveyed by reason of any condemnation, eminent domain, change of grade, or other proceeding, and all damages payable in connection with injury to said property, or any part thereof, are hereby assigned and shall be paid to Beneficiary; judgment therefor shall be entered in favor of Beneficiary, and such moneys, awards and damages received by Beneficiary may be applied toward payment of any indebtedness and/or obligation hereby secured in such order as Beneficiary may determine, or, at the option of Beneficiary, released to Trustor.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note or notes for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

(5) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise or agreement contained herein, or contained in any conveyance under which Trustor claims or derives title, then and at any time thereafter Beneficiary may, at its option, declare all sums secured hereby immediately due and payable, without demand or notice; and Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties wherein said property or any part thereof is situated, a notice of such breach or default and election to cause said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach or default, Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on Trustor, shall sell said property at the time and place of sale fixed in said notice of sale, either as a whole or in separate parcels, and in such order as Trustee may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said 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, and without further notice. Trustee may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser his deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed or shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale Trustee may act himself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of Trustee in an amount equal to one per cent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to five per cent (5%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report or insurance as to the title to said property, or any part thereof, subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by Trustor. Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

Beneficiary, from time to time before Trustee's sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, 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 demands for sale, and notices of default, and of election to cause to be sold said property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of said note or notes and/or this Deed of Trust, or any of the rights, obligations or remedies of the parties thereunder.

(6) Each married woman who joins in executing this Deed of Trust and any note or notes hereby secured, hereby agrees and expressly assents to the liability of her separate property for all of her debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein.

(7) Trustee and Beneficiary, and each of them, shall be entitled to enforce payment of any indebtedness or obligation and/or performance and observance of any agreement secured hereby, and to exercise all rights and powers under this Deed of Trust, or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they, or either of them, may in their uncontrolled discretion determine.

(8) Without affecting the liability of any other person liable for the payment, performance or observance of any obligation herein mentioned and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may from time to time, and without notice: Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed, at any time, at Beneficiary's option, any parcel or portion or all of the real property described herein, take or release any other additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto.

(9) Beneficiary is authorized by itself, its agents or workmen, to enter at any time upon any part of said property and the improvements situated thereon for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust.

(10) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner, holder, or pledgee of the note or notes secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(11) Beneficiary may from time to time by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of any Trustee named herein or acting hereunder, which instrument shall be executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the County where said property is situated, and such successor or successors or new Trustee shall have all the estate, powers and duties of said predecessor Trustee.

(12) Any deed, deed of appointment, conveyance, reconveyance or instrument appointing a new Trustee herein provided for may recite any facts relating to the execution of the trust or upon which the regularity, effectiveness or validity of any such instrument depends, and all such recitals shall be conclusive proof of the facts recited, and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid, shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the terms of this Deed of Trust.

(13) The trusts herein and hereby created are irrevocable by Trustor and the right to plead any statute of limitations or similar bar as a defense to any demand, claim or cause of action based upon or arising from each failure to pay any sum or to perform any obligation, the payment or performance of which is secured hereby, is hereby waived to the full extent and for the maximum period permitted by applicable law, which waiver as to each such failure shall be separate and distinct from any such waiver as to each other such failure.

(14) No delay or omission by Beneficiary in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things by it permitted to be done under the terms and provisions of this Deed of Trust and said note or notes, shall impair any such right or remedy, nor be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by Beneficiary.

(15) This instrument is given and accepted under the express provision that should the undersigned sell, divest, transfer, relinquish or lose their right, title or interest in the loan security, or any portion thereof during the terms of this instrument, either voluntarily or by operation of law, without the written consent of the party hereby secured, then such secured party, at its option, may accelerate all or any part of the indebtedness secured hereby and thereafter enforce the collection thereof as herein provided or in any other manner provided by law.

(16) The requirement not to remove or demolish any building as set out in Paragraph (1) above shall not apply to buildings which are no longer necessary for the operation of the premises for ranching purposes.

(17) Trustor further covenants and agrees to comply with all federal, state and local laws and regulations with regard to the protection of the environment, including, without limitation, both Federal and State Air and Water Quality Standards and Noise Abatement Regulations and local zoning ordinances.

(18) The indebtedness hereby secured is also secured by a Stock Pledge Agreement of even date herewith executed by MAGGIE CREEK RANCH, INC., WILLIAM L. SEARLE, WESLEY M. DIXON, JR.,*and FREDRICK C. PULLMAN. It is understood and agreed that in the event of any default hereunder or under such Stock Pledge Agreement, the Beneficiary hereunder, its successors or assigns, may, at its option, without limiting or affecting any of its rights hereunder or under said Stock Pledge Agreement, exercise any and all of its' rights, remedies or options hereunder or under said Stock Pledge Agreement either concurrently or in such order as it may determine.

* Suzanne Searle Dixon

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

In Witness Whereof, Trustor has executed this instrument.
Mailing address:

MAGGIE CREEK RANCH, INC.
a Nevada corporation

By *[Signature]* President

ATTEST:
[Signature] Secretary



STATE OF NEVADA

COUNTY OF

ss.

On this day of, A.D. 19....., personally appeared before me, a Notary Public in and for County, State of

to me to be the person... described in and who executed the foregoing instrument, who acknowledged to me that ...he... executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said..... County the day and year in this certificate first above written.

Notary Public in and for the County of State of Nevada.

My Commission expires:

....., 19.....

STATE OF NEVADA

COUNTY OF

ss.

On this 26th day of July, A.D. 1976, personally appeared before me, a Notary Public in and for Cook County, State of Illinois

William H. Searle, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that said corporation executed said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said County of Cook, the day and year in this certificate first above written.

Laura J. Sjostedt
Notary Public in and for the County of

Cook, State of Nevada. Illinois

My Commission expires:

October 18, 1977

EXHIBIT "A"

D E S C R I P T I O N

All those certain lot, pieces or parcels of land situate in the Counties of Elko and Eureka, State of Nevada, more particularly described as follows:

PARCEL I

TOWNSHIP 33 NORTH, RANGE 53 EAST, MDB&M.

Section 1: All (Lot 1, 2, 3, 4, 5 & 6; S1/2N1/2; W1/2SE1/4; SW1/4)
Section 11: All
Section 13: All (Lot 1, 2, 3 & 4; W1/2E1/2; W1/2)

TOWNSHIP 34 NORTH, RANGE 53 EAST, MDB&M.

Section 1: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 3: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 5: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 9: All
Section 10: NW1/4NW1/4
Section 11: All
Section 13: All
Section 16: N1/2NW1/4; SW1/4NW1/4
Section 17: All
Section 19: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 20: NE1/4; N1/2SE1/4; SE1/4SW1/4
Section 23: All
Section 25: All
Section 30: N1/2NE1/4; SW1/4NE1/4; E1/2SE1/4; W1/2 (Lot 1, 2, 3, & 4
E1/2W1/2)
Section 31: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 35: All

TOWNSHIP 35 NORTH, RANGE 53 EAST, MDB&M.

Section 1: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 2: E1/2NE1/4 (Lot 1; SE1/4NE1/4); N1/2NW1/4 (Lot 3 & 4)
Section 3: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 4: N1/2S1/2
Section 5: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 7: All
Section 9: All
Section 11: All
Section 13: All
Section 17: All
Section 19: All (Lot 1, 2, 3 & 4; E1/2W1/2; W1/2 E1/2)
Section 20: NE1/4NE1/4
Section 23: E1/2

Section 25: All
Section 29: All
Section 31: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 35: All

TOWNSHIP 36 NORTH, RANGE 53 EAST, MDB&M.

Section 20: SE1/4NW1/4; SE1/4SE1/4
Section 26: SW1/4SE1/4
Section 28: NW1/4NW1/4; S1/2S1/2
Section 30: E1/2SW1/4
Section 36: E1/2W1/2; SW1/4NE1/4; NW1/4SE1/4

TOWNSHIP 33 NORTH, RANGE 54 EAST, MDB&M.

Section 3: N1/2NW1/4 (Lots 3 & 4) S1/2SW1/4; W1/2SW1/4SE1/4

EXCEPTING THEREFROM a strip of land 400 feet in width lying equally on each side of the centerline of the CENTRAL PACIFIC RAILWAY COMPANYS railroad as constructed.

Section 4: All (Lot 1, 2, 3 & 4; S1/2N1/2; S1/2)
Section 5: All, excepting therefrom, a strip of land 400 feet in width lying equally on each side of the centerline of the CENTRAL PACIFIC RAILWAY COMPANYS railroad as constructed.
Section 7: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 8: All, together with a right of way for a 1" waterline across the SW1/4SE1/4 of Section 5 and NW1/4NE1/4 of Section 8, as granted by STATE OF NEVADA in document recorded November 24, 1970 in Book 135 of Official Records at page 502, Elko County, Nevada.
Section 9: All
Section 10: N1/2NE1/4; SW1/4NE1/4; NW1/4; S1/2
Section 11: NW1/4NW1/4
Section 14: NW¼; NE¼SE¼
Section 15: All
Section 16: N1/2; SW1/4; N1/2SE1/4
Section 17: All
Section 18: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 19: All

EXCEPTING from Sections 18 and 19, that parcel conveyed by HUNTER-BANKS COMPANY to BATTISTA TOMERA by Deed recorded January 6, 1921 in Book 39 of Deeds at page 2, Elko County, Nevada, described as follows:

Beginning at the NW corner of Section 19, Township 33 North, Range 54 East, MDB&M., thence first course East between Section 18 and 19, 1295 feet to the SW corner of the SE1/4SW1/4 of Section 18;

thence 2nd course North 762 feet to the fence line;
thence 3rd course along the fence S.63° E., a distance of 1365 feet to the West bank of the Humboldt River;
thence 4th course along the fence S. 62° E., a distance of 1610 feet to the fence on the West side of the NE quarter of the NE1/4 of Section 19;
thence 5th course along the fence South 1058 feet to the right of way of the Western Pacific Railroad;
thence 6th course along the Western Pacific Railroad right of way S. 52°35' W., 2550 feet;
thence 7th course along the Western Pacific Railroad right of way S. 59° 5' West, 650 feet;
thence 8th course along the Western Pacific Railroad right of way S. 64° 5' W., 1500 feet, more or less to the West boundary of Section 19;
thence 9th course North along the West boundary of Section 19, a distance of 4210 feet, more or less, to the NW corner of said Section 19, the place of beginning.

Section 20: W1/2NW1/4

EXCEPTING from Section 19, a strip of land 150 feet in width described within the W1/2SW1/4 of said Section 19 as conveyed to Western Pacific Railway Company by Deed recorded October 3, 1907 in Book 30 of Deeds at page 21, Elko County, Nevada, records.

EXCEPTING from the SW1/4 of Section 9, the S1/2 and NE1/4 of Section 10, the NW1/4 of Section 16, the S1/2 and S1/2NE1/4 of Section 17, and the NW1/4NW1/4 of Section 20, a strip of land of varying width conveyed to WESTERN PACIFIC RAILWAY COMPANY by Deed recorded October 7, 1907 in Book 30 of Deeds at page 35, Elko County, Nevada, records.

FURTHER EXCEPTING from Sections 3, 4, 5, 7, 8 & 18, those parcels conveyed to STATE OF NEVADA by Deed recorded July 14, 1966 in Book 70 of Official Records at page 593, Elko County, Nevada.

FURTHER EXCEPTING from the NW1/4NE1/4 of Section 8, that parcel conveyed to STATE OF NEVADA by Deed recorded September 28, 1970 in Book 133 of Official Records at page 552, Elko County, Nevada.

TOWNSHIP 34 NORTH, RANGE 54 EAST, MDB&M.

- Section 5: W1/2E1/2 (Lot 2; SE1/4NE1/4; W1/2SE1/4)
W1/2 (Lot 3 & 4; S1/2NW1/4; SW1/4)
Section 7: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 17: W1/2
Section 19: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 25: SE1/4SE1/4, excepting therefrom a strip of land 400 feet in width lying equally on each side of the centerline of the CENTRAL PACIFIC RAILWAY COMPANY'S railroad as constructed.

FURTHER EXCEPTING THEREFROM, that parcel conveyed to STATE OF NEVADA by Deed recorded July 14, 1966 in Book 70 of Official Records at page 593, Elko County, Nevada.

- Section 29: All
Section 31: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)
Section 33: W1/2NE1/4; NW1/4; S1/2

TOWNSHIP 35 NORTH, RANGE 54 EAST, MDB&M.

- Section 34: That portion of the NE1/4SW1/4 lying Westerly of the Elko to Mountain City Highway.

TOWNSHIP 36 NORTH, RANGE 54 EAST, MDB&M.

- Section 9: That portion lying Westerly of a fence line more particularly described as follows: Beginning at Corner No. 1, which is also the Northwest corner of said Section 9; thence S. 24°45' E., 1800 feet to Corner No. 2; thence S. 11°35' E., 1260.00 feet to Corner No. 3; thence S. 47°55' E., 1425 feet to Corner No. 4; thence S. 7°00' W., 1433.12 feet to Corner No. 5; the end which is also a point in the South line of Section 9, EXCEPTING FROM THE ABOVE the SW1/4SW1/4;

EXCEPTING from all of Parcel I one-half of all oil, gas, mineral and other hydrocarbon substances as reserved by STRATHEARN CATTLE CO. in Deed recorded November 19, 1957 in Book 73 of Deeds at page 38, Elko County, Nevada.

PARCEL II

TOWNSHIP 36 NORTH, RANGE 53 EAST, MDB&M.

Section 7: All (Lot 1, 2, 3 & 4, E1/2W1/2; E1/2)
Section 9: All
Section 11: All
Section 15: N1/2NE1/4; NW1/4; W1/2SW1/4
Section 17: All
Section 19: All (Lot 1, 2, 3 & 4, E1/2W1/2; E1/2)
Section 21: All
Section 23: All
Section 25: All
Section 27: All
Section 29: All
Section 31: All (Lot 1, 2, 3 & 4, E1/2W1/2; E1/2)
Section 33: All
Section 35: All

TOWNSHIP 35 NORTH, RANGE 54 EAST, MDB&M.

Section 7: W1/2NW1/4 (Lot 1 & 2) SW1/4 (Lot 3 & 4, E1/2SW1/4)
Section 19: W1/2 (Lot 1, 2, 3 & 4; E1/2W1/2)
Section 31: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)

TOWNSHIP 36 NORTH, RANGE 54 EAST, MDB&M.

Section 19: All (Lot 1, 2, 3 & 4, E1/2W1/2; E1/2)
Section 21: A portion thereof, more particularly described as follows:
Beginning at Corner No. 1, which is also the Northwest corner of said Section 21, running thence South 5280 feet to Corner No. 2, which is also the Southwest corner of said Section 21; thence East 1132.53 feet to Corner No. 3, at which point the drift fence is intersected; thence N. 36°20'W., 696.66 feet to Corner No. 4; thence N. 8°50'E., 4775.42 feet to Corner No. 5; a point in the North line of said Section 21; thence West 1453.10 feet to Corner No. 1, the place of beginning.
Section 31: All (Lot 1, 2, 3 & 4; E1/2W1/2; E1/2)

EXCEPTING from all of Parcel II all oil, gas, mineral and other hydrocarbon substances in and under said lands, and all mines of gold, silver, copper, lead, cinnabar and other available minerals which may exist as reserved by H. MOFFAT CO. in Deed recorded May 14, 1959 in Book 76 of Deeds at page 231, Elko County, Nevada, records.

PARCEL III

TOWNSHIP 33 NORTH, RANGE 53 EAST, MDB&M.

Section 2: All
Section 12: All
Section 14: All

TOWNSHIP 34 NORTH, RANGE 53 EAST, MDB&M.

Section 2: All
Section 4: All
Section 6: Lots 1, 2, 3, 4, 5
S1/2NE1/4; SE1/4NW1/4;
Section 10: E1/2; E1/2NW1/4; SW1/4NW1/4; SW1/4;
Section 12: All
Section 14: All
Section 24: All
Section 26: All
Section 36: All

TOWNSHIP 35 NORTH, RANGE 53 EAST, MDB&M.

Section 2: Lot 2, SW1/4NE1/4; S1/2NW1/4; S1/2
Section 10: All
Section 12: E1/2NE1/4; NW1/4NE1/4; W1/2NW1/4
NW1/4SW1/4; NE1/4SE1/4; S1/2S1/2
Section 14: All
Section 20: S1/2NE1/4; NW1/4NE1/4; W1/2; SE1/4
Section 22: All
Section 24: All
Section 26: All
Section 28: All
Section 30: All
Section 32: All
Section 34: All
Section 36: All

TOWNSHIP 36 NORTH, RANGE 53 EAST, MDB&M.

Section 30: Lots 1, 2, 3, 4; NE1/4; E1/2NW1/4; SE1/4
Section 34: All
Section 36: W1/2W1/2

TOWNSHIP 33 NORTH, RANGE 54 EAST, MDB&M.

Section 6: All

TOWNSHIP 34 NORTH, RANGE 54 EAST, MDB&M.

Section 20: All

Section 30: All

Section 32: All

TOWNSHIP 35 NORTH, RANGE 54 EAST, MDB&M.

Section 18: Lots 1, 2, 3, 4, W1/2E1/2; E1/2W1/2;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2;

EXCEPTING from PARCEL III all mineral deposits as reserved in Patent executed by UNITED STATES OF AMERICA recorded January 10, 1968 in Book 92 of Official Records at page 323, Elko County, Nevada.

PARCEL IV

TOWNSHIP 34 NORTH, RANGE 51 EAST, MDB&M.

- Section 1: That portion Southeast of 1946 drift fence and East of present North Simon's, also know as Simond's, pasture fence.
- Section 2: That portion of the E1/2SE1/4 to the East and outside of Simon's field fence as now constructed.
- Section 10: S1/2SE1/4, save and except that portion lying Northwesterly of and outside of the Simond's, also called Simon's, fence as now constructed.
- Section 11: All East of Simon's field fence as now constructed.
- Section 13: All
- Section 14: NW1/4NW1/4
- Section 15: E1/2, save and except that portion of the W1/2E1/2 lying Westerly of and outside of Simon's, also called Simond's, field fence as now constructed.
- Section 22: That portion of the N1/2NE1/4 Northeasterly of the drift fence constructed in 1946.
- Section 23: All, except that portion of the W1/2SW1/4 lying Southwesterly of the Northeasterly rim of Maggie Creek Canyon.
- Section 25: That portion Northeasterly of the drift fence constructed in 1946.
- Section 26: That portion of the S1/2NE1/4, NW1/4NE1/4 and NE1/4 NW1/4 to the North and East of the Northeasterly rim of Maggie Creek Canyon, containing 73 acres, more or less.
- Section 36: E1/2NE1/4 and that portion of NW1/4NE1/4 to the North and East of new drift fence constructed in 1946.

Excepting from the SW1/4SE1/4 and SE1/4SW1/4 of Section 25 and N1/2NE1/4 and NE1/2NW1/4 of Section 36, Township 34 North, Range 51 East, MDB&M., those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA, recorded November 22, 1966 in Book 76 of Official Records at page 144, Elko County, Nevada, and recorded March 20, 1967 in Book 18 of Official Records at page 335, Eureka County, Nevada.

TOWNSHIP 35 NORTH, RANGE 51 EAST, MDB&M.

Section 25: That portion of the SE1/4SE1/4 East of new drift fence constructed in 1946.

Section 36: That portion of the NE1/4, NW1/4SE1/4, SE1/4 SW1/4, East of new drift fence constructed in 1946.

TOWNSHIP 36 NORTH, RANGE 51 EAST, MDB&M.

Section 1: All

Section 2: E1/2E1/2

Section 12: That portion of the N1/2 lying Northeasterly of a line beginning at the quarter corner on the East boundary of Section 12, running thence North 63°26' West to the Northwest corner of said Section, containing 160 acres, more or less.

TOWNSHIP 37 NORTH, RANGE 51 EAST, MDB&M.

Section 25: S1/2; S1/2N1/2; NE1/4 NE1/4

Section 35: SE1/4SE1/4; NE1/4 SE1/4

Section 36: All

TOWNSHIP 33 NORTH, RANGE 52 EAST, MDB&M.

Section 4: Lot 3 (NE1/4NW1/4); SE1/4 NW1/4

Section 5: Lots 1, 2, & 3; SE1/4NW1/4; S1/2NE1/4; N1/2 SE1/4

Section 9: E1/2; E1/2W1/2; SW1/4NW1/4

Section 10: S1/2SW1/4; NW1/4SW1/4; S1/2SE1/4

Section 14: W1/2SW1/4

Section 15: All

Section 16: N1/2NE1/4; SE1/4NE1/4

Section 22: N1/2NE1/4; SE1/4NE1/4

Section 23: All

Section 24: W1/2SW1/4

EXCEPTING, however, from Sections 23 and 24 above, the following described parcel of land:

Beginning at Corner No. 1, the corner common to Section 23, 24, 25 and 26, Township 33 North, Range 52 East, thence North 31°32'40" West, 3104.20 feet to Corner No. 2, thence East 3274.00 feet to Corner No. 3; thence South 1322.75 feet to Corner No. 4; thence South 14°00'30" West, 1363.30 feet to Corner No. 5; thence South 1320.00 feet to Corner No. 1, the place of beginning. Containing 144.51 acres, more or less, as conveyed to Town of Carlin by deed recorded November 15, 1949 in Book 57 of Deeds at page 269, Elko County, Nevada.

EXCEPTING, from NW1/4SE1/4, SW1/4NE1/4, SE1/4NW1/4 and Lot 3 of Section 5; S1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4 and S1/2NW1/4 of Section 9, W1/2SW1/4 of Section 15, SE1/4NE1/4, N1/2NE1/4 of Section 16, Township 33 North, Range 52 East, MDB&M., those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR., and WILLIAM L. HADLEY to the STATE OF NEVADA recorded November 22, 1966 in Book 76 of Official Records at page 144, Elko County Nevada, and recorded March 20, 1967 in Book 18 of Official Records at page 335, Eureka County, Nevada, records.

FURTHER EXCEPTING THEREFROM all oil, gas and minerals in the S1/2SE1/4 of Section 10 as reserved in Deed executed by CLINTON L. LENARD, et al, to HADLEY TRUST recorded July 1, 1965 in Book 57 of Official Records at page 81, Elko County, Nevada, records.

FURTHER EXCETING from the S1/2S1/2 of Section 23 and the SE1/4SW1/4 of Section 24, Township 33 North, Range 52 East, MDB&M., those parcels conveyed by Deed dated March 21, 1968 executed by MCKINLEY CATTLE COMPANY to STATE OF NEVADA recorded May 28, 1968 in Book 96 of Official Records at page 483, Elko County, Nevada, records.

TOWNSHIP 34 NORTH, RANGE 52 EAST, MDB&M.

Section 1: All

Section 3: All
Section 5: All
Section 6: Lot 6 (NW1/4SW1/4)
Section 7: All
Section 9: All
Section 11: All
Section 15: All
Section 17: All
Section 19: All
Section 21: All

EXCEPTING from SW1/4 of said Section 21, all petroleum, oil, natural gas, and products derived therefrom, within or underlying said lands or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter upon or in said lands to prospect for and to drill, bore, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND COMPANY.

Section 23: All

ALSO EXCEPTING, all distomaceous earth, within or underlying said land, or that may be produced therefrom and the right thereto, together with the exclusive right at all times to enter upon or in said lands to prospect for and to mine, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND COMPANY.

Section 27: All

Section 29: All

Section 30: Lot 4; SE1/4SW1/4; S1/2SE1/4

Section 31: Lots 1 & 2 (W1/2NW1/4); E1/2NW1/4; NE1/4; N1/2SE1/4

Section 32: W1/2NW1/4; SW1/4; SW1/4SE1/4

Section 33: All

Section 35: W1/2; NW1/4 NE1/4

EXCEPTING from the E1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4, SW1/4NE1/4, SE1/4NW1/4 and Lots 1 and 2, Section 31 and SW1/4SW1/4 of Section 32, Township 34 North, Range 52 East, MDB&M, those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA recorded November 22, 1966 in Book 76 of Official Records at pge 144, Elko County, Nevada and recorded March 20, 1967 in Book 18 of Official Records at page 335, Eureka County, Nevada.

EXCEPTING from Section 1, above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND COMPANY.

TOWNSHIP 35 NORTH, RANGE 52 EAST, MDB&M.

- Section 1: All
- Section 2: Lots 1 & 2 (N $\frac{1}{2}$ NE $\frac{1}{4}$); SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$;
SW $\frac{1}{4}$:S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 3: All
- Section 4: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$); S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;
SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 5: All lying East of Coyote Field fence as now constructed.
- Section 6. That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of Coyote Field fence as now constructed.
- Section 7: That portion of the E $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$, lying East of and outside of Coyote Field fence as now constructed; that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying Northeasterly of drift fence constructed 1946.
- Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 9: All
- Section 10: N $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 11: All
- Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 13: All

- Section 15: All
- Section 17: All
- Section 18: That portion of Lot 1 and NE1/4SW1/4 lying East of new drift fence constructed in 1946.
- Section 19: That portion of the E1/2 lying East of new drift fence constructed in 1946.
- Section 21: All
- Section 23: All
- Section 24: SE1/4NW1/4
- Section 25: All
- Section 26: SE1/4SW1/4
- Section 27: All
- Section 28: N1/2NE1/4; SW1/4NE1/4; E1/2NW1/4
- Section 29: All
- Section 30: That portion of the NW1/4; N1/2SW1/4 and Lot 4 (SW1/4SW1/4) lying Easterly of new drift fence
- Section 31: All
- Section 32: N1/2N1/2
- Section 33: All
- Section 34: NW1/4NW1/4
- Section 35: All

EXCEPTING from Section 1, 13 and 25 above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands, or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by Southern Pacific Land Company. SUBJECT, however, to all easements and rights of way.

TOWNSHIP 36 NORTH, RANGE 52 EAST, MDB&M.

- Section 1: SE1/4
Section 3: W1/2
Section 4: All
Section 9: All
Section 10: W1/2W1/2
Section 13: All
Section 14: NW1/4NW1/4
Section 15: All
Section 16: W1/2; N1/2NE1/4; SW1/4NE1/4; SW1/4SE1/4
Section 17: All
Section 18: N1/2; N1/2S1/2; SE1/4SE1/4; S1/2SW1/4
Section 19: All
Section 20: W1/2; W1/2E1/2
Section 21: All
Section 23: All
Section 24: W1/2NW1/4
Section 25: All
Section 26: NW1/4SW1/4
Section 27: All
Section 29: All
Section 30: All
Section 31: All, EXCEPT, that portion of the SW1/4 lying in the Coyote Field and Southwesterly of a fence now constructed, and more particularly described as follows:

Beginning at a point in the South boundary of Section 31, Township 36 North, Range 51 East, MDB&M. Whence a corner marked for the closing corner of Section 1, Township 35 North, Range 51 East, and Section 6, Township 35 North, Range 52 East, MDB&M., bears West 1044.00 feet, thence North 50°54' West, 3677.60 feet to its intersection with the West line of Section 31, the end.

- Section 32: S1/2NE1/4; NW1/4NE1/4; NE1/4NW1/4; W1/2W1/2; N1/2SE1/4
SE1/4SE1/4
- Section 33: All
- Section 35: All
- Section 36: E1/2SE1/4...

EXCEPTING from Section 1, 13 and 25 above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands, or that may be produced therefrom all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved the Southern Pacific Land Company. SUBJECT, however, to all easements and rights of way.

TOWNSHIP 37 NORTH, RANGE 52 EAST, MDB&M.

- Section 1: NW1/4NW1/4
- Section 2: E1/2E1/2;
- Section 13: SW1/4; S1/2SE1/4
- Section 14: E1/2NW1/4; NE1/4; S1/2
- Section 15: S1/2S1/2
- Section 16: SW1/4NW1/4; NW1/4SE1/4; S1/2SE1/4; N1/2SW1/4
- Section 17: S1/2N1/2
- Section 19: SW1/4SW1/4
- Section 20: NE1/4NE1/4; S1/2NE1/4; SE1/4NW1/4; S1/2
- Section 21: All
- Section 22: All

Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: All
Section 28: All
Section 29: S1/2; NE1/4; W1/2NW1/4; NE1/4NW1/4; SE1/4NW1/4
Section 30: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All
Section 35: All
Section 36: All

TOWNSHIP 35 NORTH, RANGE 53 EAST, MDB&M.

Section 6: Lots 4 and 5 (W1/2NW1/4)
Section 18: Lot 2 (SW1/4NW1/4)

EXCEPTING therefrom, all oil, gas, minerals and ores on all of the above-described Hadley Ranch until June 14, 1976, as reserved by BALDWIN M. BALDWIN in Deed recorded February 4, 1957, in Book 71 of Deeds at page 165, Elko County, Nevada, records.

NOTE: The boundaries of the said "Coyote Field Fence" and the boundaries of the "Simon's Field Fences", referred to in the foregoing description are delineated upon cultural maps on file with the County Clerk of the County of Humboldt, State of Nevada, in that certain action No. 2804, in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, and entitled: "In the Matter of the Determination of the Relative Rights of Claimants and Appropriators of the Waters of the Humboldt River Stream System and Tributaries."

The said drift fence referred to in the foregoing description and referred to as "drift fence constructed in 1946" therein consists of three segments of fence, the locations of which are more particularly described as follows: description of fence Simon's also know as Simond's field to Coyote Field. Beginning at point where new fence joins north end of Simon's Field, whence the corner common to Sections 1 and 2, Township 34 North, Range 51 East, and Sections 35 and 36, Township 35 North, Range 51 East, MDB&M., bears North 2°55' East 676.83 feet; thence North 29°46' East 692.27 feet; thence South 69°07' East 755.48 feet; thence North 86°58' East 957.67 feet; thence North 25°12' East 8588.20 feet; thence North 8°44' West 522.62 feet; thence North 38°43' East 1707.80 feet; thence North 63°02' East 972.75 feet; thence North 20°37' East 1916.50 feet; thence North 5°37' East 1944.15 feet; thence North 7°44' West 2508.08 feet; thence North 14°09' West 1283.30 feet; thence North 20°54' West 3143.30 feet; thence North 19°42' West 1327.40 feet thence North 28°06' East 363.06 feet; the south end of Coyote Field fence also the point of ending."

Fence at South end of Simon's Field:

Beginning at point where fence crosses Section line between Section 15 and 22, Township 34 North, Range 51 East, MDB&M., whence the corner common to Section 14, 15, 22 and 23, Township 34 North, Range 51 East, MDB&M., bears East 1573.00 feet; thence South 20°06' East 394.60 feet; thence South 69°02' East 1475.04 feet; thence South 62°07' East 65.36 feet to the end, a point on a rocky bluff.

Fence in Section 25 and 36, Township 34 North, Range 51 East, MDB&M.

Beginning at point where new drift fence intersects the east line of the NW1/4NE1/4 of Section 36, whence the 1/4 corner between Sections 25 and 36, Township 34 North, Range 51 East, MDB&M., bears North 65°40' West 1447.32 feet; thence North 65°04' West 2129.57 feet; thence North 20°11' East 581.60 feet; thence North 57°17' West 2624.80 feet, a point on the west line of Section 25, whence the 1/4 corner between Sections 25 and 26, Township 34 North, Range 51 East, MDB&M., bears North 0°21' East 425.80 feet.

PARCEL V

TOWNSHIP 37 NORTH, RANGE 51 EAST, MDB&M.

Section 25: NW1/4NE1/4

Section 35: E1/2NE1/4

TOWNSHIP 34 NORTH, RANGE 52 EAST, MDB&M.

Section 32: NE1/4; E1/2NW1/4; N1/2SE1/4; SE1/4SE1/4;

TOWNSHIP 35 NORTH, RANGE 52 EAST, MDB&M.

Section 2: SE1/4NE1/4; N1/2SE1/4;

Section 4: Lots 1, 2, 3, SE1/4NE1/4;

TOWNSHIP 36 NORTH, RANGE 52 EAST, MDB&M.

Section 5: All

Section 6: All

Section 7: All

Section 8: All

Section 16: SE1/4NE1/4; N1/2SE1/4; SE1/4SE1/4

Section 18: SW1/4SE1/4

Section 20: E1/2E1/2

Section 22: All

Section 26: N1/2; SW1/4SW1/4; E1/2SW1/4; SE1/4

Section 28: All

Section 32: NE1/4NE1/4; SE1/4NW1/4; E1/2SW1/4
SW1/4SE1/4;

Section 34: All

TOWNSHIP 37 NORTH, RANGE 52 EAST, MDB&M.

Section 13: N1/2SE1/4

Section 15: N1/2S1/2

Section 16: S1/2SW1/4; NE1/4SE1/4

Section 17: S1/2

Section 19: SE1/4SW1/4;

Section 20: NW1/4NE1/4; N1/2NW1/4; SW1/4NW1/4

EXCEPTING from PARCEL V all mineral deposits as reserved in Patent executed by UNITED STATES OF AMERICA recorded March 5, 1968 in Book 93 of Official Records at page 625, Elko County, Nevada.

FURTHER EXCEPTING FROM PARCELS I, II, III, IV & V an undivided 5% interest in and to all oil, gas and mineral rights owned by MCKINLEY CATTLE CO. as conveyed to LIDO A. PUCCINELLI, LEO J. PUCCINELLI and GERTRUDE F. PUCCINELLI by document recorded June 8, 1967 in Book 82 of Official Records at page 411, Elko County, Nevada recorded July 19, 1971 in Book 39 of Official Records at page 494, Eureka County, Nevada and clarified by document recorded May 29, 1974 in Book 195 of Official Records at page 87, Elko County, Nevada and recorded June 14, 1974 in Book 48 of Official Records at page 275, Eureka County, Nevada, records.

Further excepting from PARCELS I, II, III, IV & V an undivided 1/2 interest in and to all oil, gas and minerals and ores for a period of 15 years from November 22, 1968 as reserved in Deed executed by MCKINLEY CATTLE CO. INC. recorded December 5, 1968 in Book 104 of Official Records at page 302 and in Book 26 of Official Records at page 385, Eureka County, Nevada.

TOGETHER WITH an undivided one-half interest in and to all the right, title and interest of EASTWOOD MINERALS AND ENERGY COMPANY in and to all oil, oil rights, mineral rights, natural gas rights and other hydrocarbons, together with all geothermal steam and steam power as conveyed by deed recorded November 13, 1975 in Book 221 of Official Records at page 622, Elko County, Nevada and in Book 53 of Official Records at page 43, Eureka County, Nevada.

THE STATE OF NEVADA EXHIBIT "B" CERTIFICATE OF APPROPRIATION OF WATER

WHEREAS R. H. Hadley has presented to the State Engineer of the State of Nevada Proof of Application of Water to Beneficial Use, from an underground source (Well No. 1) through drilled well, pump, motor and irrigation system for irrigation purposes. The point of diversion of water from the source is as follows: NE 1/4 NE 1/4 Sec. 16, T. 33 N., R. 52 E., M.D.B. & M., or at a point from which the S.E. corner of said Sec. 16 bears S. 0° 54' E. 4,250.70 feet. Situated in Elko County, State of Nevada.

Now Know Ye, That the State Engineer, under the provisions of NRS 533.425, has determined the date, source, purpose, amount of appropriation, and the place where such water is appurtenant, as follows:

Name of appropriator Robert H. Hadley
Post-office address Carlin, Nevada
* Amount of appropriation 5.0 c.f.s. but not to exceed 1,339.95 ac-ft. per season
Period of use, from March 1st to November 1st of each year
Date of priority of appropriation February 1, 1960

Description of land to which water is appurtenant:

Table with 10 columns: Acres, NE 1/4, SE 1/4, NW 1/4, SW 1/4, Section, T., R., M.D.B. & M. Rows list various land parcels and their descriptions.

The total duty of water for the land under this certificate shall not exceed 3.0 acre-feet per acre per season from all sources.

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the amount above specified, and the use is restricted to the place and for the purpose as set forth herein.

IN TESTIMONY WHEREOF, I, GEORGE W. HENNING, State Engineer prepared this certificate of Nevada, have hereunto set my hand and the seal of my office, this 23rd day of March, A. D. 1965. Elko County Records.

Signature of George W. Henning, State Engineer

Proof #00213
 Hunter and Bank Co.
 Humboldt River

| PRIORITY | HARVEST | | DIVERSIFIED PASTURE | |
|----------|------------|-------------|---------------------|-------------|
| | DRESSI | MAGGIE CRK. | DRESSI | MAGGIE CRK. |
| 1870 | 29.70 | 48.70 | 4.10 | 40.50 |
| 1873 | 24.10 | 14.90 | .40 | 3.60 |
| 1874 | 52.00 | 32.00 | | |
| 1875 | | | 3.10 | 30.70 |
| 1881 | | | 2.30 | 23.00 |
| 1882 | | | 5.00 | 49.90 |
| 1884 | 23.30 | 38.30 | | |
| 1885 | 63.00 | 103.30 | | |
| 1887 | 17.10 | 28.20 | | |
| 1890 | 116.70 | 191.30 | 11.00 | 110.70 |
| 1891 | | | 1.00 | 10.30 |
| 1892 | | | 1.70 | 16.70 |
| 1893 | 20.30 | 33.30 | 4.90 | 48.50 |
| 1902 | 32.70 | 53.70 | | |
| 1903 | | | 1.70 | 16.70 |
| TOTALS | 349.70 ac. | 573.10 ac. | 35.20 ac. | 350.60 ac. |

Thomas Hunter Proof #00213
Springs & South Fork of the Humboldt River

| PRIORITY | HARVEST | DIVERSIFIED PASTURE |
|----------|---------------|---------------------|
| 1870 | 1.50 | |
| 1871 | | 36.00 |
| 1872 | 2.20 | |
| 1876 | | 72.80 |
| 1877 | 48.00 | |
| 1879 | | 101.00 |
| 1880 | 20.00 | |
| 1882 | | 111.80 |
| 1883 | | 4.30 |
| 1885 | 154.00 | |
| 1886 | | 166.00 |
| 1887 | 75.50 | |
| 1888 | | 12.00 |
| 1889 | 256.20 | |
| 1890 | | 54.80 |
| 1900 | 134.80 | |
| 1901 | | 14.00 |
| 1902 | 120.00 | |
| 1903 | | 30.00 |
| 1904 | 3.20 | |
| 1905 | <u>326.00</u> | <u>129.20</u> |
| TOTALS | 1141.40 ac. | 731.90 ac |

Hunter & Banks Proof #00213
South Fork of the Humboldt River

| | | |
|--------|---------------|--------------|
| 1890 | <u>186.60</u> | <u>93.40</u> |
| TOTALS | 186.60 ac. | 93.40 ac. |

Hunter Banks Co. Proof #00382
 South Fork of the Humboldt River

| PRIORITY | HARVEST | DIVERSIFIED PASTURE |
|----------|--------------|---------------------|
| 1869 | 64.00 | |
| 1871 | | 113.00 |
| 1875 | | 34.40 |
| 1886 | 176.30 | 233.40 |
| 1890 | <u>47.00</u> | |
| TOTALS | 287.30 ac. | 380.80 ac. |

Permit #82
 George J. Hunter & George D. Banks
 South Fork of the Humboldt River

| | |
|--------|---------------|
| 1906 | <u>259.40</u> |
| TOTALS | 259.40 ac. |

Permit #2671
 Domingo & Jose Arrascada
 South Fork of the Humboldt River

| | |
|--------|--------------|
| 1913 | <u>67.30</u> |
| TOTALS | 67.30 ac. |

William Dunphy Proof #00325-00329
 Maggie Crk. & Tributaries
 Carlin Field

| | | |
|--------|---------------|---------------|
| 1875 | <u>217.67</u> | <u>414.67</u> |
| TOTALS | 217.67 ac. | 414.67 ac. |

William Dunphy Proof #00325-00329
 Maggie Crk. & Tributaries
 Simmon Ranch

| PRIORITY | HARVEST | MEADOW PAST. | DIVERSIFIED PAST. |
|----------|---------------|--------------|-------------------|
| 1875 | <u>114.41</u> | <u>9.63</u> | <u>87.10</u> |
| TOTALS | 114.41 ac. | 9.63 ac. | 87.10 ac. |

William Dunphy Proof #00325-00329
 Maggie Crk. & Tributaries
 Red House -- Upper & Lower

| PRIORITY | HARVEST | MEADOW PAST. | DIVERSIFIED PAST. |
|----------|---------------|--------------|-------------------|
| 1883 | <u>519.16</u> | <u>89.82</u> | <u>456.83</u> |
| TOTALS | 519.16 ac. | 89.82 ac. | 456.83 ac. |

William Dunphy Proof #00325-00329
 Maggie Crk. & Tributaries
 Taylor Field -- Upper & Lower

| | | | |
|--------|---------------|--------------|---------------|
| 1883.. | <u>187.24</u> | <u>99.18</u> | <u>217.53</u> |
| TOTALS | 187.24 ac. | 99.18 ac. | 217.53 ac. |

Hunter-Banks Co. Proof #00324
 Camp Creek

| | | | |
|--------|--------------|--|--|
| 1898 | <u>13.60</u> | | |
| TOTALS | 13.60 ac. | | |

Susie Creek

| | | | |
|--------|--------------|--|--|
| 1876 | <u>71.70</u> | | |
| TOTALS | 71.70 ac. | | |

| | | | |
|-------------------------------|--------------|------------|--------------|
| GRAND TOTALS OF ALL PROOFS | 3,638.88 ac. | 198.63 ac. | 2,732.83 ac. |
|-------------------------------|--------------|------------|--------------|

| | | | |
|--|--------------|--|--|
| GRAND TOTALS OF ALL PROOFS HARVEST, MEADOW PAST. & DIVER- SIFIED PAST. | 6,570.34 ac. | | |
|--|--------------|--|--|

EXHIBIT "C"

73
 DEPARTMENT OF THE INTERIOR
 Bureau of Land Management

265

TOTAL DUE..... \$ 8,902.00
 DATE DUE..... 04-16-75

| | | | |
|-------------|-----------------------|-----|----------|
| RECORD ONLY | OFFICE..... | (4) | 010 |
| | GRAZING RECORD..... | (3) | 1600 |
| | RECORD TYPE..... | (4) | M |
| | SCHEDULE NUMBER..... | (5) | 1 |
| | BILLING NUMBER..... | (6) | 0006660 |
| | DATE..... | (7) | 032174 |
| | TYPE OF BILLING..... | (8) | 1 |
| | AMOUNT COLLECTED..... | (9) | 8,902.00 |
| | | | |

OCCIDENTAL LAND INC.
 C/O PEDRETT, LARRY
 BOX 026
 GARDNERVILLE NV 89410

BUR OF LAND MANAGEMENT
 2002 Idaho Street
 Elko, Nevada 89801

PAID TO: Bureau of Land Management. Please return the top portion of this notice with your payment. Be sure the payee address shows through the enclosed return envelope.

This shows the amount due on fees for livestock grazing use extended to you. Your cancelled check is your receipt. Please retain the lower portion of this notice which shows livestock grazing use authorized upon timely payment of fees.

17 1608 OCCIDENTAL LAND INC.

Billing Number: G006660

| (15) NAME | (16) ALLOTMENT NO. | (17) NUMBER AND CLASS | (18) PERIOD | | (19) FED RANGE | (20) TYPE USE | (21) AUM | (22) COST PER AUM | (23) GRAZING FEE |
|----------------|-----------------------|--------------------------|----------------|----------|-------------------|------------------|-------------|----------------------|---------------------|
| | | | FROM | TO | | | | | |
| 1 CARLIN FIELD | 1005 | 948 C | 04-16-75 | 08-15-75 | 80 | A | 3375 | 1.00 | 3375.00 |
| 2 HADLEY | 1011 | 3370 C | 04-16-75 | 08-15-75 | 41 | A | 5527 | 1.00 | 5527.00 |
| | | | | | | | AMOUNT DUE | | 8902.00 |
| SUMMARY | | | | | | | | | |
| ALLOTMENT NAME | | | | | | | | | |
| 005 CARLIN | 3374 | PREFERENCE | 3375 | ACTIVE | 1446 | SUSPENDED | | | |
| 011 HADLEY | 5528 | PREFERENCE | 5527 | ACTIVE | 1 | NONUSE | | | 1 MONRENEW |

Authority of the Act of June 28, 1934 (48 STAT. 1269), as amended, and the Act of August 28, 1937 (50 STAT. 875) you are hereby authorized grazing use on lands of the State described above. Failure to pay fees due for a specified grazing authorization (permit or lease) may result in action toward cancellation.

Grazing use of Federal lands without an effective authorization (permit or lease), duly paid for is unlawful and is prohibited, such unauthorized grazing is deemed in violation of the Act of June 28, 1934 (48 STAT. 1269), as amended, and the Act of August 28, 1937 (50 STAT. 875).

RECORDED AT THE REQUEST OF First American Title Co., of Nevada
 on August 10, 1976, at 45 mins. past 11 A.M. In
 Book 56 of OFFICIAL RECORDS, page 198-228, RECORDS OF
 EUREKA COUNTY, NEVADA, WILLIS A. DePAOLI Recorder
 File No. 61993 Fee \$ 33.00

BOOK 56 PAGE 228