

A G R E E M E N T

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THIS AGREEMENT, made and entered into this 27 day of January, 1978, by and between LEONA DAVIES ROWLEY, RUSSELL ROWLEY and INTERSTATE DISTRIBUTING INCORPORATED, a Nevada Corporation, all of Eureka, Nevada, First Parties, and CAROLYNN ROWLEY, a single woman of the same place, Second Party.

W I T N E S S E T H :

The First Parties, acting for themselves and as officers and directors of INTERSTATE DISTRIBUTING INCORPORATED, a Nevada Corporation, in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to be loaned to First Parties by Second Party, do hereby covenant and agree as follows, to-wit:

IT IS AGREED AND UNDERSTOOD between the parties hereto that Second Party will loan to First Party the sum of TWENTY THOUSAND DOLLARS (\$20,000) in lawful money of the United States of America immediately upon the execution of this agreement and a valid and legal promissory note will be executed by First Parties and naming Second Party as the holder and owner of said promissory note; that said note will be for the term of SEVEN (7) years commencing with the execution date of this agreement and the promissory note will bear interest at the rate of SIX PERCENT (6%) per annum.

IT IS AGREED AND UNDERSTOOD between the parties that the interest to accrue under said obligation will be computed yearly and paid to Second Party at such time and place as she may desire the same to be paid.

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1 IT IS FURTHER AGREED AND UNDERSTOOD that Second Party is  
2 granted a security claim against all of the property of  
3 INTERSTATE DISTRIBUTING INCORPORATED, a Nevada corporation and  
4 in the event of any default of payment of said promissory note  
5 and in accordance with this agreement, the said Second Parties  
6 shall be entitled to recover this obligation plus interest from  
7 the assets of INTERSTATE DISTRIBUTING INCORPORATED, a Nevada  
8 corporation.

9 IT IS AGREED AND UNDERSTOOD that First Parties shall have  
10 the right to pay off the entire obligation including interest  
11 at any time without penalty.

12 IT IS AGREED AND UNDERSTOOD that said promissory note shall  
13 by reference be incorporated into this agreement and by such  
14 reference made a part hereof.

15 WITNESS OUR HANDS this 27 day of January, 1978.

16  
17 INTERSTATE DISTRIBUTING INCORPORATED

18  
19 Russell Rowley  
20 BY: RUSSELL ROWLEY President  
First Party

21  
22 Leona Davies Rowley  
BY: LEONA DAVIES ROWLEY, Sec. Tre.  
First Party

23  
24 Carolynn Rowley  
25 CAROLYNN ROWLEY  
Second Party

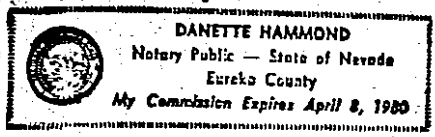
26 STATE OF NEVADA )  
: ss.  
27 County of Eureka)

28 On Jan 27, 1978 personally appeared before me, a Notary  
29 Public, RUSSELL ROWLEY, President of INTERSTATE DISTRIBUTING  
30 INCORPORATED, a Nevada Corporation, and LEONA DAVIES ROWLEY,

1 Secretary-Treasurer of INTERSTATE DISTRIBUTING INCORPORATED, a  
2 Nevada Corporation, who acknowledged that they executed the above  
3 instrument.

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*Danette Hammond*  
Notary Public.



STATE OF NEVADA )  
County of *Eureka* ) ss.

On April 21, 1978 personally appeared before me, a  
Notary Public, CAROLYNN ROWLEY, who acknowledged that she  
executed the above instrument.

*Danette Hammond*  
Notary Public.



PROMISSORY NOTE

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\$20,000.00

January 27, 1978.

SEVEN (7) years after date, without grace, we promise to pay to CAROLYNN ROWLEY, or order, the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), with interest thereon at the rate of SIX PERCENT (6%) per annum, from date until paid. Principal and interest payable only in lawful money of the United States; value received.

IT IS AGREED that interest will be computed and paid yearly. In the event of a suit to enforce the collection of this note, or any portion thereof, we further agree to pay the attorneys fees in said suit.

INTERSTATE DISTRIBUTING INCORPORATED

Russell Rowley  
BY: RUSSELL ROWLEY, President

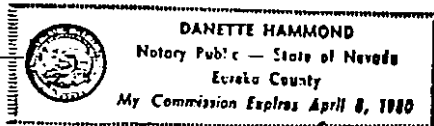
Leona Davies Rowley  
BY: LEONA DAVIES ROWLEY, Secretary-Treasurer

STATE OF NEVADA )  
                          ) ss.  
County of Eureka)

On Jan 27, 1978 personally appeared before me, a Notary Public, RUSSELL ROWLEY, President of INTERSTATE DISTRIBUTING INCORPORATED and LEONA DAVIES ROWLEY, Secretary-Treasurer of INTERSTATE DISTRIBUTING INCORPORATED, who acknowledged that they executed the above instrument.

67131

Danette Hammond  
Notary Public.



BOOK 67 PAGE 503

RECORDED AT THE REQUEST OF Leona Rowley  
on December 19, 1978, at 11 mins. past 9 A.M. in  
Book 67 of OFFICIAL RECORDS, page 500-503, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 67131 Fee \$ 6.00