

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of October, 1980, by and between ARCHIE MEEK TRANSPORTATION COMPANY, INC., a Wyoming Corporation, Trustor, and FRONTIER TITLE COMPANY, Trustee; and DV CORPORATION, a Nevada Corporation, Beneficiary;

W I T N E S S E T H:

That Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all that certain real property situate in the Counties of Eureka and Nye, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

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

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of \$ 299,343.86 with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustors payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Trustor or any successor in interest of the Trustor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Trustor to the Beneficiary.

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

FOUR: Payments, performance and discharge of each and every obligation, covenant, promise and agreement of Trustor

herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

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

2. The Trustor shall: (1) properly care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvement as herein provided; (2) not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; (3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; (4) farm, maintain and irrigate the meadow and pasture areas of the premises for which water rights exist in at least the same husbandlike manner as was being applied thereto prior to the date of this Deed of Trust; (5) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection

with any portion of the premises as of the date of this Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; (6) graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located; (7) apply for active use and utilize or take non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Trustor. The Trustor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1, No. 2: Buyer shall keep the buildings and improvements the subject of this sale and contents therein insured under a Farm Owners Form 2 Policy, which covers loss occasioned by fire, extended coverage, vandalism, theft, malicious mischief and broad form coverage.

Coverage "A" Dwelling \$39,000.

Coverage "F" Farm Barns,  
Buildings and Structures:

Scales in the Open \$ 3,000.

Equipment Building Metal \$ 3,700.

Seller is to be named as First Loss Payee.

No. 3, 4 (9%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

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

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. Trustor hereby gives to and consents upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, reserving unto Trustor, however, the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any 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 with or without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in the Beneficiary's 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 secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. If default be made in the payment of the obligations, or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within 60 days after written notice of default and of election to sell

said property given in the manner provided by Nevada Revised Statutes 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

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

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Trustor, or against any of the makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Trustor hereof or any maker of the Note secured hereby; or the making by any of the Trustor or any maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

10. Default of that certain Deed of Trust dated August 17, 1976, executed by DV Corporation, Trustor, to the Federal Land Bank of Berkeley, Trustee; and the Federal Land Bank of Berkeley, Beneficiary, which Deed of Trust is recorded in Book 57, Page 204, File No. 62400 of the Official Records of the County of Eureka, State of Nevada, which Deed of Trust secures a Promissory Note in the sum of \$ 400,000.00, or of any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether

such obligation or the lien thereof is created by writing or otherwise, shall constitute a default of this Deed of Trust.

11. To the extent permitted by the laws of the State of Nevada Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agree to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

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

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

14. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several.

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

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

IN WITNESS WHEREOF, the Trustor has executed these presents as of the day and year first hereinabove written.

ARCHIE MEEK TRANSPORTATION  
COMPANY, INC., a Wyoming  
Corporation

By Archie MEEK

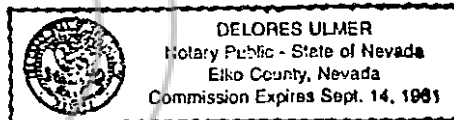
Trustor's address is:

Stonehouse Ranch  
Carlin, Nevada 89822

STATE OF NEVADA )  
                          ) SS.  
COUNTY OF ELKO

On this 15<sup>th</sup> day of October, 1980, personally appeared before me, a Notary Public, ARCHIE MEEK, acting on behalf of ARCHIE MEEK TRANSPORTATION COMPANY, INC., a Wyoming Corporation, who acknowledged that he executed the foregoing instrument.

Delores Ulmer  
NOTARY PUBLIC



PARCEL 1

TOWNSHIP 14 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: SW1/4 of NW1/4  
Section 3: S1/2 of NE1/4; S1/2 of NW1/4 and Lots  
3 and 4  
Section 4: Lot 1 and SE1/4 of NE1/4

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: W1/2 of SE1/4  
Section 33: S1/2 of NE1/4; NW1/4 of NE1/4 and E1/2  
of SE1/4

PARCEL 2

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: Lots 1 and 2; S1/2 of NE1/4 and SE1/4

TOGETHER WITH all BLM and National forest range and grazing right permits and privileges, and range water and range watering rights of every name, nature, kind and description appurtenant to and used in connection with the above described property.

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use.

TOGETHER WITH all water, water rights, and rights to the use of water obtained by virtue of those certain State of Nevada Water Certificates and Permits described as follows:

Certificate No. 2389 under Permit No. 8944  
Certificate No. 2397 under Permit No. 9040  
Certificate No. 2387 under Permit No. 8942  
Certificate No. 381 under Permit No. 3195  
Certificate No. 2395 under Permit No. 8950  
Certificate No. 2394 under Permit No. 8949  
Certificate No. 2393 under Permit No. 8948  
Permit No. 01345  
Permit No. 01346  
Certificate No. 3723 under Permit No. 9042  
Certificate No. 2398 under Permit No. 9041  
Permit No. 01323  
Certificate No. 55 under Permit No. 01123  
Certificate No. 56 under Permit No. 01124  
Certificate No. 7995 under Permit No. 25854  
Certificate No. 5326 under Permit No. 13705  
Certificate No. 5325 under Permit No. 13704  
Certificate No. 5323 under Permit No. 13702  
Certificate No. 5324 under Permit No. 13703  
Certificate No. 5322 under Permit No. 13701  
Certificate No. 2388 under Permit No. 8943  
Certificate No. 2392 under Permit No. 8947



Certificate No. 5327 under Permit No. 13815  
Certificate No. 2391 under Permit No. 8946  
Certificate No. 2390 under Permit No. 8945  
Permit No. 13816  
Certificate No. 2319 under Permit No. 8953  
Permit No. 13763

TOGETHER WITH all water rights owned by the Grantor, or in which the Grantor has an interest, lying and being within the above-described lands, or any lands lying within the BLM and Forest Grazing Allotments attached to and used as a part of the above-described real property.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock upon the Public Domain under what is known as the Taylor Grazing Act used or enjoyed in connection with said property and all rights to graze livestock upon the National Forest.

TOGETHER WITH any and all rights in any range improvement project or cooperative agreements constructed on the Public Domain in cooperation with the Bureau of Land Management, and all of the Grantor's right in and to any and all other corrals, improvements or structures located on the public domain.

TOGETHER WITH all existing easements and rights of way benefiting the above-described real property, including, but not limited to, all easements and rights of way for ingress and egress to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

RECORDED AT REQUEST OF  
FRONTIER TITLE COMPANY  
BOOK 88 PAGE 167

80 OCT 17 P 2: 00

OFFICIAL RECORDS  
ELKO COUNTY, NEVADA  
WELLS A. DEPAOLI-RECORDER  
FILE NO. 77144  
FEE \$ 11.00

-2-

EXHIBIT A

BOOK 88 PAGE 175