

WHEN RECORDED MAIL TO:

FIRST SECURITY XXXXXXXXXXXX LEASING COMPANY  
National Association

P.O. Box 30006

Salt Lake City, Utah 84010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1982 04 27 / m3

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 5th day of November, 1982, between

Crescent Valley Farms Company, a Nevada corporation

7 American Chemical Energy Corporation, as TRUSTOR, whose address is

50 So. Main, Suite 890 Salt Lake Utah 84144  
(Street and number) (City) (State)

First American Title Company of Nevada as TRUSTEE, and FIRST SECURITY XXXXXXXXXXXX  
a Utah Corporation, as BENEFICIARY, Leasing Company  
National Association

WITNESSETH That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Eureka/Lander County, State of XXXX Nevada;

Property description attached Exhibit "A"

Together with all the estate, right, title and interest, including insurance, which trustor now has or may hereafter, acquire, either in law or in equity, in and to said premises; to have and to hold the same, together with the buildings and improvements thereon and all alterations, additions or improvements now or hereafter made thereto, including all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings or on said real property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this trust deed, things affixed to and a part of the realty described herein; the specific enumerations herein not excluding the general, and together with all singular lands, tenements, hereditaments, reversion and reversions, remainder and remainders, rents, issues, profits, privileges, water rights and appurtenances of every kind and nature thereunto belonging or in any way appertaining, or which may be hereafter acquired and used or enjoyed with said property, or any part thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) ~~payment of the indebtedness evidenced by a promissory note of even date here attached Exhibit "B"~~ The performance of the obligations described on the attached Exhibit "B" made by Trustor, payable to the order of Beneficiary with, in the principal sum of \$

at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

1. Upon request of the Beneficiary and from and after the date of such request, Trustor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

- (a) An installment of the taxes and assessments levied or to be levied against the premises covered by this Trust Deed and an installment of the premium or premiums that will become due and payable to renew the insurance of the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the Beneficiary in amounts, and in a company or companies, satisfactory to the Beneficiary. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, next due (as estimated by the Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Beneficiary, and no interest shall be payable in respect thereof. The said Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.



1b) All monthly payments mentioned in the preceding subsection (a) of this paragraph 1 and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Trustor each month on the date specified in said note for the payment of monthly installments in a single payment to be allocated by the Beneficiary to the following items in the order set forth:

- I. Taxes, assessments, fire and other hazard insurance premiums;
- II. Interest on said indebtedness secured hereby;
- III. Amortization of the principal of said indebtedness secured hereby.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Trust Deed.

2. If the Total of the payments made under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under (a) of paragraph 1 preceding shall not be sufficient to pay taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed and thereafter a sale of the premises in accordance with the provisions thereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary at its option may apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under said note.

#### TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

3. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to 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; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

1a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary; and

1b) To allow Beneficiary to inspect said property at all times during construction. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

4. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any existing policy, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an active default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the granted property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

5. To deliver to or pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

6. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

7. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest on said property or any part thereof which at any time appear to be prior or superior hereto; to pay all costs, fees and expenses of this Trust.

8. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employment of counsel, and payment of reasonable counsel fees.

9. That the Beneficiary shall have the right to inspect said property at any and all times during usual business hours.

10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

11. To pay to Beneficiary a late charge of not to exceed five cents (5¢) for each One Dollar (\$1.00) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than fifteen (15) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

#### IT IS MUTUALLY AGREED THAT:

12. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and the payment of costs therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

13. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property; (f) take other or additional security for the payment thereof; the grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

14. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.



15. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, Trustor hereby consenting to the appointment of Beneficiary as such receiver, 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 said 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.

16. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

17. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

18. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

19. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or in the event a receiver or a trustee is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or against Trustor pursuant to any of the United States Bankruptcy Act, as amended, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

21. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

22. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

23. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

24. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby; in this Trust Deed, when ever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

25. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

26. This Trust Deed shall be construed according to the laws of the State of Utah.

27. Notwithstanding any provision herein or in said note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the applicable laws of the State of Utah.

28. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed.

29. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

CRESCENT VALLEY FARMS COMPANY

*Kent M. Whitney*  
Kent M. Whitney  
President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 5th day of November, A.D. 1982, personally appeared before me Kent M. Whitney, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

*M. Mellin Bezzarison*  
Notary Public

Residing at Salt Lake City, Utah

My commission expires 2/22/86

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CORPORATION ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 5th day of November

A.D. 1982 personally appeared before

me Kent M. Whitney

who being by me duly sworn, did say that he

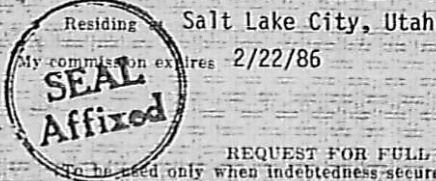
is the President of Crescent Valley Farms Company

and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors

and said Kent M. Whitney

acknowledged to me that said Corporation executed the same.

Mellie Berganson  
Notary Public



REQUEST FOR FULL RECONVEYANCE

(to be used only when indebtedness secured hereby has been paid in full)

TO: Trustee

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness, secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder

Dated \_\_\_\_\_, 19 \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_

Dated \_\_\_\_\_

19 \_\_\_\_\_

AS TRUSTEE FOR

TO

TRUST DEED  
With Assignment of Rents



EXHIBIT "A"

DESCRIPTION

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

PARCEL I

TOWNSHIP 28 NORTH, RANGE 49 EAST, MDB&M.

Section 1: All  
Section 3: All  
Section 9: All  
Section 11: All  
Section 13: All  
Section 15: All  
Section 21: N $\frac{1}{2}$   
Section 23: All

TOWNSHIP 28 NORTH, RANGE 50 EAST, MDB&M.

Section 1: All  
Section 3: All  
Section 5: All  
Section 7: All  
Section 9: All  
Section 11: All  
Section 13: All  
Section 15: All  
Section 17: All  
Section 19: All  
Section 21: All  
Section 23: All

TOWNSHIP 28 NORTH, RANGE 51 EAST, MDB&M.

Section 5: All  
Section 7: All  
Section 9: All

TOWNSHIP 29 NORTH, RANGE 49 EAST, MDB&M.

Section 1: All  
Section 3: All  
Section 9: All  
Section 11: All  
Section 13: All  
Section 15: All

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Section 21: All  
Section 23: All  
Section 25: All  
Section 27: All  
Section 35: All

TOWNSHIP 29 NORTH, RANGE 50 EAST, MDB&M.

Section 1: All  
Section 3: All  
Section 5: All  
Section 7: All  
Section 9: All  
Section 11: All  
Section 13: E $\frac{1}{2}$ ; N $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 15: All  
Section 17: All  
Section 19: All  
Section 21: All  
Section 23: All  
Section 25: All  
Section 27: All  
Section 29: All  
Section 31: All  
Section 33: All  
Section 35: All

TOWNSHIP 29 NORTH, RANGE 51 EAST, MDB&M.

Section 31: All

TOWNSHIP 30 NORTH, RANGE 50 EAST, MDB&M.

Section 35: All

EXCEPTING, all petroleum, oil, natural gas and products derived therefrom, together with the exclusive right at all times to enter upon or in said land, to prospect for and to drill, bore, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND COMPANY in Deed recorded July 7, 1949, in Book 23 of Deeds at Page 583, Eureka County, Nevada.

EXCEPTING from all of Parcel I, except Sections 1, 3, 9, 15 and 21, T. 29 N., R. 49 E.; Section 1, T. 29 N., R. 50 E.; and Section 35, T. 30 N., R. 50 E., MDB&M., a one-half interest in and to the iron and mineral rights conveyed by DAN FILIPPINI to ROY L. PRIMEAUX and FRANCES PRIMEAUX by Deed recorded August 20, 1951, in Book 24 of Deeds at Page 153, Eureka County, Nevada.



PARCEL II

TOWNSHIP 26 NORTH, RANGE 49 EAST, MDB&M.

Section 20: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 27 NORTH, RANGE 48 EAST, MDB&M.

Section 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 28 NORTH, RANGE 47 EAST, MDB&M.

Section 5: Lots 2, 3, and 4

Section 6: NE $\frac{1}{4}$

TOWNSHIP 28 NORTH, RANGE 48 EAST, MDB&M.

Section 1: All

Section 3: All

Section 5: All

Section 7: All

Section 8: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ S $\frac{1}{2}$

Section 9: All

Section 11: All

Section 12: S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 13: All

Section 14: N $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 15: All

Section 16: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$

Section 17: All

Section 18: E $\frac{1}{2}$ E $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ )

Section 19: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 22: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 23: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 28: NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 28 NORTH, RANGE 49 EAST, MDB&M.

Section 2: S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 7: All

Section 19: N $\frac{1}{2}$

Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 26: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$

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Section 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 32: SE $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 35: NW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 47 EAST, MDB&M.

Section 18: Lots 10, 11 and 12  
Section 32: Lots 2, 3 and 4; NE $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 48 EAST, MDB&M.

Section 3: All

TOWNSHIP 29 NORTH, RANGE 49 EAST, MDB&M.

Section 36: W $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 50 EAST, MDB&M.

Section 10: SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL III

TOWNSHIP 30 NORTH, RANGE 50 EAST, MDB&M.

Section 15: All  
Section 21: All  
Section 23: All

EXCEPTING THEREFROM, ninety percent (90%) of the coal, oil, gas and other minerals of every kind and nature whatsoever reserved by STRATHEARN CATTLE COMPANY and DAVE STRATHEARN in Deeds recorded May 25, 1959, in Book 25 of Deeds at Page 297, Eureka County, Nevada, and recorded June 10, 1959, in Book 25 of Deeds at Page 310, Eureka County, Nevada.

PARCEL IV

TOWNSHIP 29 NORTH, RANGE 50 EAST, MDB&M.

Section 10: N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 30 NORTH, RANGE 50 EAST, MDB&M.

Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 14: W $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 16: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 22: All

Continued on Next Page

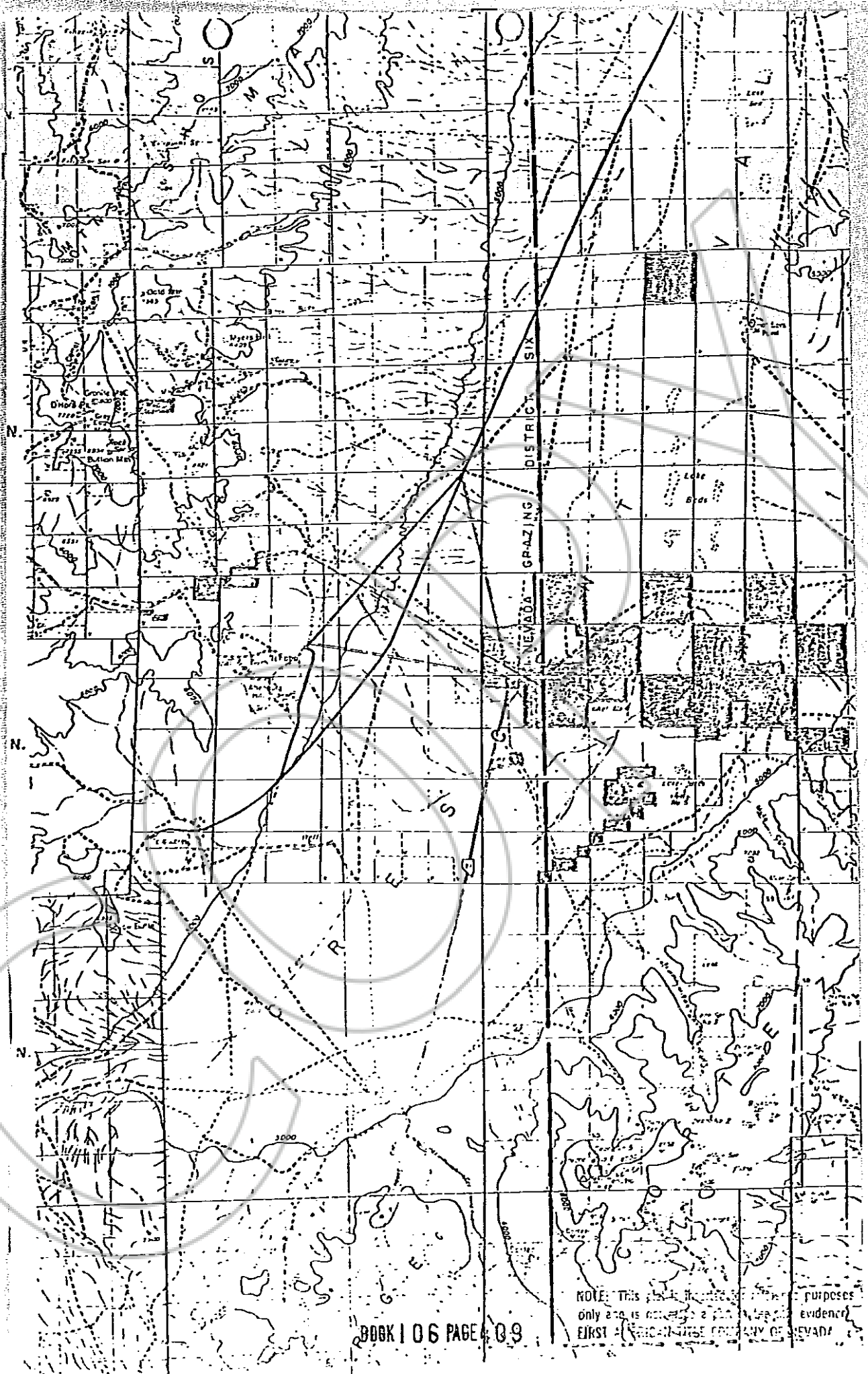


EXCEPTING THEREFROM, all minerals as reserved by UNITED STATES OF AMERICA in Patents recorded September 23, 1964, in Book 6 of Official Records at Page 34, Eureka County, Nevada.

FURTHER EXCEPTING, from Parcels I, II, III and IV, an undivided one-half interest in and to all oil, gas and mineral rights in and to all the rights of DAN FILIPPINI as reserved by DAN FILIPPINI in Deed recorded January 6, 1966, in Book 9 of Official Records at Page 266, Lander County, Nevada.

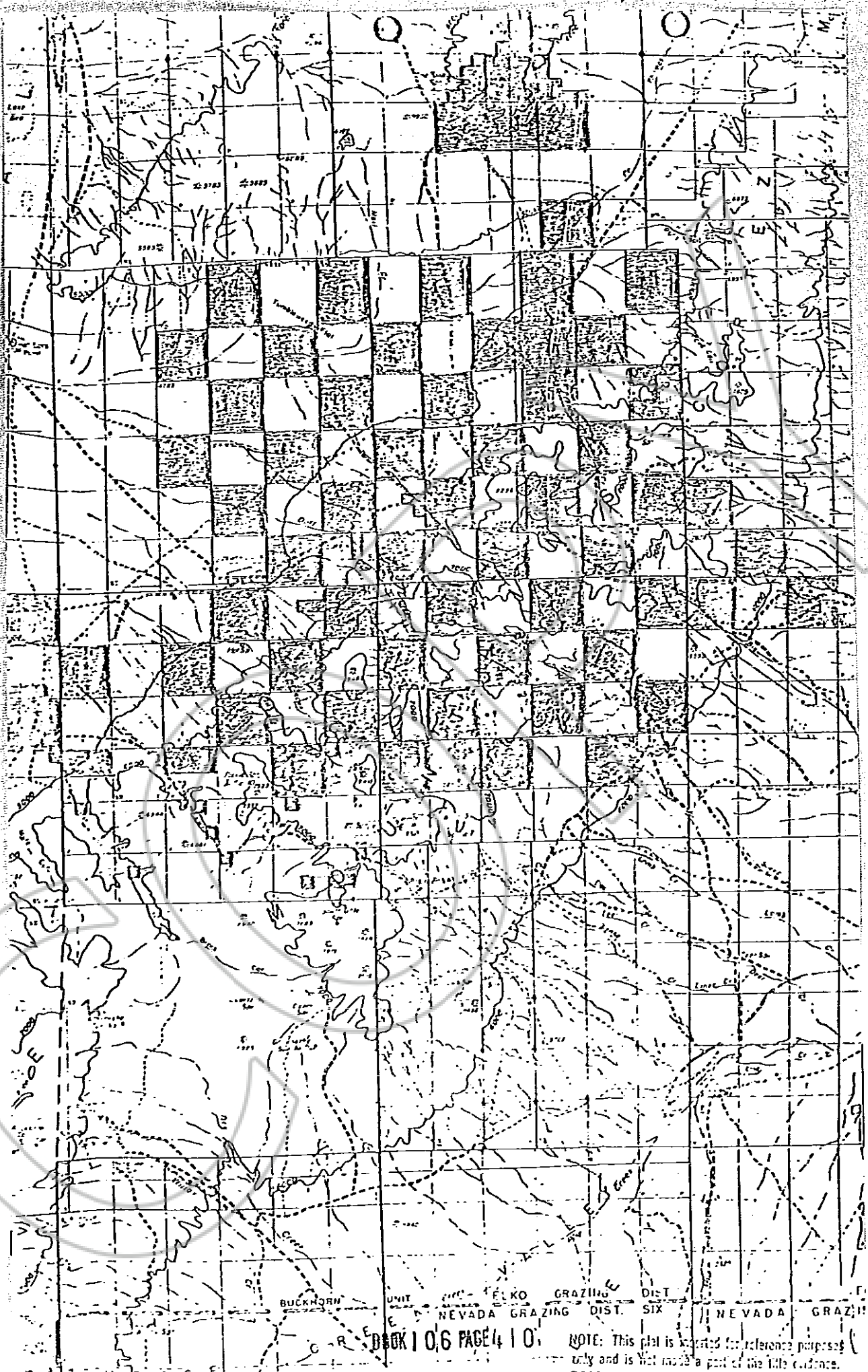
BOOK 106 PAGE 108





NOTE: This plot is for identification purposes only and is not to be used as evidence.





BUCKHORN UNIT NEVADA GRAZING DIST. SIX NEVADA GRAZING DIST. SIX

BOOK 106 PAGE 410

NOTE: This plat is prepared for reference purposes only and is not made a part of the title evidence.  
 FIRST AMERICAN TITLE COMPANY OF NEVADA



EXHIBIT "B"

ATTACHMENT TO TRUST DEED

This Trust Deed secures the performance of every duty, obligation, agreement or covenant of the Lessee in that Master Equipment Lease Agreement dated December 10, 1976 wherein First Security Leasing Company appears as Lessor and Half Circle Ranch Company appears as Lessee which was assumed in that Assignment and Assumption Agreement dated January 31, 1981 wherein First Security Leasing Company appears as Lessor and Half Circle Ranch Company appears as Assignor and Crescent Valley Resources Company appears as Assignee, together with the obligations of Lessee contained in any and all attachments to the said Master Equipment Lease Agreement.

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE CO. OF NEVADA  
BOOK 106 PAGE 400

82 NOV 10 P 2:12

OFFICIAL RECORDS  
CLERK, CLERK, NEVADA  
WILLIS A. DEPAULY, RECORDER  
FILE NO. 85716  
FEE 15.00

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