

BOOK 135 PAGE 422 # 256023
FEE 21.00 FILE 256023
FILED FOR RECORD
AT THE REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA

31354

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

88 SEP -2 10:17

Sanwa Bank California
Sacramento Agribusiness Office
601 "J" Street
Sacramento, CA 95814

RECORDED IN BOOK 135 PAGE 422-438
LISA GRAN, CLERK
WHITE PINE COUNTY RECORDER

Attn: Roxanna Sanders

121025

AGREEMENT TO FURTHER EXTEND PROMISSORY
NOTES, SECURE ADDITIONAL INDEBTEDNESS,
AND MODIFY DEED OF TRUST

THIS AGREEMENT is entered into as of this 9th day of
August, 1988 by and between SANWA BANK CALIFORNIA,
successor in interest to Lloyds Bank California ("Bank"), and
DANIEL H. RUSSELL (also known as Dan Russell) and ROBERTA A.
RUSSELL (collectively "Russell").

RECITALS

WHEREAS, each of the foregoing described notes and any
extensions, renewals or modifications thereof are secured by a
deed of trust dated as of June 16, 1987 (the "Deed of Trust")
encumbering certain real property described in the attached
Exhibit "A" (the "Property") and which is recorded on June 30,
1987 in Book 158, Page 513 in the Office of the County Recorder
of the County of Eureka, State of Nevada, on June 30, 1987 in
Book 291, Page 589 in the Office of the County Recorder of the
County of Lander, State of Nevada, on June 30, 1987 in Book 581,
Page 558 in the Office of the County Recorder of the County of
Nye, State of Nevada and on June 30, 1987 in Book 111, Page 25
the Office of the County Recorder of the County of White Pine,
State of Nevada;

WHEREAS, on or about January 21, 1987, Russell executed a
promissory note in the original principal sum of \$6,950,000 which
note constituted a renewal of the April 1, 1986 note for such
amount (hereinafter referred as to "Note I"), under which there
is an outstanding principal balance as of August 9, 1988 in
the sum of \$6,950,000;

WHEREAS, on or about January 21, 1987, Russell executed a
promissory note in the original principal sum of \$6,059,800 which
note constituted a renewal of various obligations of Russell to
Bank including the note for \$3,506,500 dated April 1, 1986
(hereinafter referred to as "Note II"), under which there is an
outstanding principal balance as of August 9, 1988 in the sum
of \$3,683,767.22;

MDB162/bh (7/29/88) (18)

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WHEREAS, on or about January 21, 1987, Russell executed a promissory note in the original principal sum of \$390,000, which note constituted a renewal of various obligations of Russell to Bank including the note for \$100,000 dated April 1, 1986 (hereinafter referred to as "Note III"), under which there is an outstanding principal balance as of August 9, 1988 in the sum of \$260,000;

WHEREAS, on or about March 27, 1987, Russell, executed a promissory note in the original principal sum of \$200,000 in favor of Bank (hereinafter referred to as "Note IV"), under which the indebtedness evidenced thereby was paid in full on or about June 24, 1987;

WHEREAS, on or about June 16, 1987, Russell, executed a promissory note in the original principal sum of \$1,021,000 in favor of Bank (hereinafter referred to as "Note V"), under which the indebtedness evidenced thereby was paid in full on or about September 10, 1987;

WHEREAS, by a certain "Agreement to Extend and Modify Promissory Notes and Modify Deed of Trust" dated as of June 16, 1987 (the "First Modification Agreement"), among other things, the maturity dates of Notes I and II were extended to June 30, 1987 and aggregate principal indebtedness secured by the Deed of Trust was restated and clarified to be in the aggregate principal sum of \$14,620,800;

WHEREAS, on or about September 9, 1987, Russell executed a promissory note in the original principal sum of \$2,238,600.00 in favor of Bank (hereinafter referred to as Note VI), under which there is an outstanding principal balance as of August 9, 1988 in the sum of \$1,472,392.70;

WHEREAS, by a certain "Agreement to Further Extend Promissory Notes, Secure Additional Indebtedness, and Modify Deed of Trust" dated as of September 9, 1987 (the "Second Modification Agreement"), among other things, the indebtedness under Note VI represented, constituted and was additional indebtedness under, pursuant to and secured by the Deed of Trust, the maturity dates of Notes I and II were extended to October 31, 1987, and the aggregate outstanding principal balance under Notes I, II and III and the indebtedness evidenced by Note VI were within the \$14,620,800 aggregate principal sum secured by the Deed of Trust;

WHEREAS, on or about April 18, 1988, Russell executed a promissory note in the original principal sum of \$3,366,400.00 in favor of Bank (hereinafter referred to as "Note VII"), under which there is an outstanding principal balance as of August 9, 1988 in the sum of \$1,819,620.45;

WHEREAS, by a certain "Agreement to Further Extend Promissory Note, Secure Additional Indebtedness and Modify Deed of Trust" dated as of August 9, 1988 (the "Third

Modification Agreement"), among other things, the indebtedness under Note VII represented, constituted and was additional indebtedness under, pursuant to and secured by the Deed of Trust, the maturity dates of Notes I, II and VI were extended to May 1, 1988, and the aggregate principal indebtedness secured by the Deed of Trust was restated and clarified to be in the aggregate principal sum of \$16,064,403;

WHEREAS, on or about August 9, 1988, Russell executed a promissory note in the original principal sum of \$2,836,600 in favor of Bank (hereinafter referred to as "Note VIII"), under which the indebtedness evidenced thereby shall represent, constitute and be additional indebtedness under, pursuant to and secured by the Deed of Trust; and

WHEREAS, the aggregate outstanding principal balance under Notes I, II, III, VI and VII and the indebtedness evidenced by Note VIII (collectively Notes I, II, III, VI, VII and VIII being hereinafter referred to as the "Notes") total the amount of \$17,022,380.37.

NOW, THEREFORE, Bank and Russell agree as follows:

1. The aggregate principal indebtedness secured by the Deed of Trust is restated and clarified to include the additional indebtedness evidenced by Note VIII and to be in the aggregate principal sum of \$17,022,380.37.
2. The maturity dates of Notes I, II, VI and VII, and each of them, are each further extended to September 1, 1988, on which date the total outstanding principal balance under each of Notes I, II, VI and VII, together with accrued and unpaid interest thereon, shall be due and payable in full.
3. It is hereby agreed by Russell that the Deed of Trust shall secure, in such order of priority as Bank in its absolute discretion may determine, payment of an indebtedness in the aggregate principal sum of \$17,022,380.37 as evidenced by Notes I, II, III, VI, VII and VIII, and any and all amendments, modifications, renewals, or extensions of such Notes, together with the payment of interest on such indebtedness.
4. This Agreement is not a novation and is only an extension of the maturity dates of Notes I, II, VI and VII as provided herein. Except as provided in this Agreement, all other terms and conditions of Notes I, II, III, VI, and VII and the Deed of Trust shall remain in full force and effect.
5. Daniel H. Russell (also known as Dan Russell) and Roberta A. Russell accept this Agreement and, in consideration thereof, jointly and severally agree to pay the indebtedness evidenced by the Notes according to the respective terms thereof and of the First Modification Agreement and this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first hereinabove written.

BANK:

SANWA BANK CALIFORNIA

RUSSELL:

Daniel H. Russell
DANIEL H. RUSSELL
(also known as Dan Russell)

By: R. Sanders

Name: R. Sanders

Title: Asst. Vice President

Roberta A. Russell
ROBERTA A. RUSSELL

CORPORATE ACKNOWLEDGMENT

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NO. 822

State of California }
County of Sacramento } ss.

On this the 8th day of August 19 88, before me,

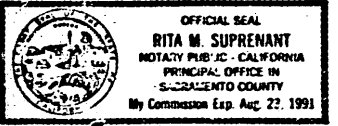
Rita M. Suprenant

the undersigned Notary Public, personally appeared

Roxanna E. Sanders, aka R. Sanders

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
Asst. Vice President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Rita M. Suprenant
Notary's Signature

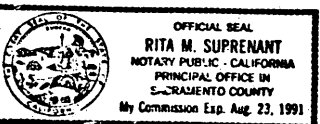
7122 132

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4623 • Woodland Hills, CA 91364

State of California
County of Sacramento

On August 8, 1988, before me the undersigned, a
Notary Public for the State of California, personally
appeared Daniel H. Russell & Roberta A. Russell, proved
to me on the basis of satisfactory evidence to be the
person(s) whose name(s) ~~are~~ subscribed to the within
instrument, and acknowledged that ~~they~~ they executed it.

Rita M. Suprenant
Notary Signature



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EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

All that real property located in the County of
Eureka, State of Nevada, legally described as
 follows:

PARCEL THREE -- Sante Fe Ranch (See Lander County also):

TOWNSHIP 20 NORTH, RANGE 49 EAST, M.D.B. & M.

- Section 8: North 1/2 Southeast 1/4
- Section 9: Southwest 1/4
- Section 15: South 1/2 Northwest 1/4; North 1/2 Southwest 1/4;
 Northwest 1/4 Southeast 1/4
- Section 16: Northeast 1/4; Northeast 1/4 Northwest 1/4

TOWNSHIP 21 NORTH, RANGE 48 EAST, M.D.B. & M.

- Section 10: Northeast 1/4 Southwest 1/4; Northwest 1/4 Southeast 1/4; South 1/2 Southeast 1/4
- Section 35: Northeast 1/4 Southwest 1/4; Northwest 1/4 Southeast 1/4

TOWNSHIP 22 NORTH, RANGE 48 EAST, M.D.B. & M.

- Section 36: Northeast 1/4; North 1/2 Southeast 1/4; Lot 4

TOWNSHIP 22 NORTH, RANGE 49 EAST, M.D.B. & M.

- Section 31: Lots 1 and 2

EXCEPTING FROM the West 1/2 of the Northeast 1/4 of Section 36, Township 22 North, Range 48 East, M.D.B. & M., all the oil and gas as reserved in Patent executed by United States of America, recorded February 5, 1962 in Book 26 of Deeds at page 175, Eureka County, Nevada records.

EXCEPTING FROM the South 1/2 of the Northwest 1/4; North 1/2 of the Southwest 1/4; Northwest 1/4 of the Southeast 1/4 of Section 15, the Northeast 1/4 of the Northeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 16, Township 20 North, Range 49 East, M.D.B. & M., all the oil, gas, potash and sodium as reserved in Patent executed by United States of America, recorded December 2, 1965 in Book 9 of Official Records at page 195, Eureka County, Nevada.

FURTHER EXCEPTING from all of the above described lands one-half of all oil, gas or mineral rights of any name or nature as reserved by PIETRINA ETCHEGARAY, et al, in Deed recorded June 20, 1966 in Book 11 of Official Records at page 37, Eureka County, Nevada.

PARCEL FOUR -- Segura Ranch (See Nye County also):

TOWNSHIP 13 NORTH, RANGE 30 EAST, M.D.B. & M.

Section 4: Lots 1 and 2; South 1/2 Northeast 1/4; Southeast 1/4

EXCEPTING all oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA.

PARCEL NINE -- Willow Creek Ranch (See Lander County also):

TOWNSHIP 16 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 7: Southeast 1/4 Northeast 1/4;

Section 8: East 1/2; Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4; North 1/2 Southwest 1/4; Southeast 1/4 Southwest 1/4

Section 9: Northeast 1/4 Northeast 1/4; South 1/2 Northeast 1/4; Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4; South 1/2

Section 10: North 1/2; North 1/2 South 1/2; Southwest 1/4 Southeast 1/4; South 1/2 Southwest 1/4

Section 11: South 1/2 Northeast 1/4; Northwest 1/4; North 1/2 Southwest 1/4

Section 12: North 1/2

TOWNSHIP 16 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 6: South 1/2 Southwest 1/4

Section 7: Lots 1 and 2 of the Northwest 1/4

TOWNSHIP 17 NORTH, RANGE 49 EAST, M.D.B. & M.

Section 24: Homestead Entry No. 174, comprising Tracts A and B; embracing a portion of, approximately Section 24 in Township 17 North of Range 49 East of the Mount Diablo Meridian, Nevada, more particularly described as follows:

Beginning for the description of Tract A at corner No. 1, identical with the Southwest corner to Section 19 in Township 17 North, Range 50 East of the Mount Diablo Meridian; thence, North 87° West 43.66 chains to Corner No. 2; thence, North 2°40' West 3.44 chains to Corner No. 3; thence, North 73°35' East 22.53 chains to Corner No. 4; thence, South 63°30' East 10.92 chains to Corner No. 5; thence, South 84°24' East 21.41 chains to Corner No. 6; thence, South 0°4' East 5.98 chains to Corner No. 1, the place of beginning.

Beginning for the description of Tract B at Corner No. 7, from which Corner No. 2 of said Tract A bears South 87° East 50 links distant; thence North 87° West 27.75 chains to Corner No. 8; thence North 39°12' East 12.76 chains to Corner No. 9; thence North 39°29' West 16.96 chains to Corner No. 10; thence North 47° East 4.48 chains to Corner No. 11; thence South 33°44' East 4.99 chains to Corner No. 12; thence South 48°30' East 30.73 chains to Corner No. 13; thence North 73°35' East 1.24 chains to Corner No. 14; thence South 2°40' East 3.28 chains to Corner No. 7; the place of beginning, containing in the aggregate 61.83 acres, according to the official plat of the Survey of said land, returned to the Surveyor-General's Office by the Surveyor-General.

TOWNSHIP 17 NORTH, RANGE 50 EAST, M.D.B. & M.

Sections 7 and 8: Homestead Entry No. 98 embracing portions of said Sections 7 and 8 is described more particularly as follows:

Beginning at Corner No. 1 from which the quarter corner to Sections 8 and 9 in Township 17 North of Range 50 East of the Mount Diablo Meridian, bears North $82^{\circ}35'$ East 57.53 chains distant; thence South $73^{\circ}52'$ West 17.72 chains to Corner No. 2; thence North $76^{\circ}18'$ West 27.40 chains to Corner No. 3; thence South $66^{\circ}29'$ West 3.30 chains to Corner No. 4; thence North $76^{\circ}43'$ West 30.88 chains to Corner No. 5; thence North $56^{\circ}9'$ East 5.40 chains to Corner No. 6; thence South $79^{\circ}52'$ East 55.00 chains to Corner No. 7; thence North $76^{\circ}59'$ East 15.21 chains to Corner No. 8; thence South $37^{\circ}41'$ East 5.41 chains to Corner No. 1, the place of beginning; containing 35.65 acres, according to the official plat of Survey of said land, returned to the General Land Office by the Surveyor-General.

- Section 19: Lot 4; Southeast $1/4$ Southwest $1/4$
 Section 29: North $1/2$ Northwest $1/4$; West $1/2$ Northeast $1/4$
 Section 30: Northeast $1/4$ Northwest $1/4$; North $1/2$ Northeast $1/4$;
 East $1/2$ Southwest $1/4$; North $1/2$ Southeast $1/4$
 Section 31: West $1/2$ Northeast $1/4$; Northeast $1/4$ Northeast $1/4$

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B. & M.

- Section 25: North $1/2$ Northeast $1/4$

TOWNSHIP 18 NORTH, RANGE 50 EAST, M.D.B. & M.

- Section 28: Southwest $1/4$ Northeast $1/4$; Northwest $1/4$ Southeast $1/4$
 Section 30: Northwest $1/4$ Northeast $1/4$; Northeast $1/4$ Northwest $1/4$

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B. & M.

- Section 18: West $1/2$ Northeast $1/4$; East $1/2$ Northwest $1/4$; West $1/2$ Southeast $1/4$; Southwest $1/4$
 Section 19: Northwest $1/4$ Northeast $1/4$; West $1/2$; West $1/2$ Southeast $1/4$
 Section 30: North $1/2$; North $1/2$ South $1/2$

TOWNSHIP 18 NORTH, RANGE 54 EAST, M.D.B. & M.

- Section 18: Southeast $1/4$ Northwest $1/4$; Northeast $1/4$ Southwest $1/4$;
 Northwest $1/4$ Southeast $1/4$; South $1/2$ Southeast $1/4$;
 Lot 2
 Section 19: Northeast $1/4$; Southeast $1/4$ Northwest $1/4$; North $1/2$ Southeast $1/4$
 Section 20: West $1/2$ Northwest $1/4$; North $1/2$ Southwest $1/4$;
 Southeast $1/4$ Northwest $1/4$; Lot 1

EXCEPTING from all of those parcels shown in Township 18 North, Range 54 East, M.D.B. & M., except the Northeast $1/4$ Northeast $1/4$ of Section 19, the Southeast $1/4$ Northwest $1/4$, Lot 1, Northwest $1/4$ Northwest $1/4$ and the Northeast $1/4$ Southwest $1/4$ of Section 20, all the coal and other minerals as reserved in Patent executed by the UNITED STATES OF AMERICA, recorded August 17, 1932 in Book 21 of Deeds at page 89, Eureka County, Nevada records.

TOWNSHIP 19 NORTH, RANGE 30 EAST, M.D.B. & M.

- Section 16: West 1/2 Northeast 1/4; East 1/2 Northwest 1/4;
Southwest 1/4 Northwest 1/4; Northwest 1/4 Southwest 1/4
Section 17: Southeast 1/4 Northeast 1/4; Northeast 1/4 Southeast 1/4

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B. & M.

- Section 14: East 1/2 Southwest 1/4 Northwest 1/4 Southwest 1/4; West
1/2 Southeast 1/4 Northwest 1/4 Southwest 1/4; Southeast
1/4 Southeast 1/4 Northwest 1/4 Southwest 1/4; Southwest
1/4 Southeast 1/4 Southwest 1/4; Southwest 1/4 Southeast
1/4 Southeast 1/4 Southwest 1/4; South 1/2 Northwest 1/4
Southeast 1/4 Southwest 1/4; Northwest 1/4 Northwest 1/4
Southeast 1/4 Southwest 1/4; Southeast 1/4 Southeast 1/4
Southwest 1/4 Southwest 1/4; North 1/2 Southeast 1/4
Southwest 1/4 Southwest 1/4; Northeast 1/4 Southwest 1/4
Southwest 1/4; Northeast 1/4 Northwest 1/4 Southwest 1/4
Southwest 1/4

- Section 23: Northeast 1/4 Southeast 1/4 Northeast 1/4; Northeast 1/4
Southwest 1/4 Northeast 1/4 Northwest 1/4; Northwest 1/4
Southeast 1/4 Northeast 1/4 Northwest 1/4

AND a parcel of land existing within a portion of Section 27 and
Section 34, known as Homestead Entry No. 86 and is described as follows:

Beginning at Corner No. 1, from which U.S. Location Monument No. 253
bears South 26°42' East 1.55 chains distant, thence North 26°42' West 69.97
chains to Corner No. 2; thence North 9°13' West 17.37 chains to Corner No.
3; thence North 87°44' East 7.72 chains to Corner No. 4; thence South
22°51' East 86.81 chains to Corner No. 5; thence West 7.36 chains to Corner
No. 1, the place of beginning, containing 78.92 acres, and being the same
parcel conveyed by the UNITED STATES OF AMERICA to GEORGE WILLIAMS by Land
Patent dated May 19, 1916 and recorded in Book 18 of Deeds at page 195,
Eureka County, Nevada records.

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B. & M.

- Section 5: Northwest 1/4 Southwest 1/4; Southwest 1/4 Southwest 1/4
Section 6: Northeast 1/4 Southeast 1/4; Southeast 1/4 Southeast 1/4
Section 8: Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4;
Northeast 1/4 Southwest 1/4

TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B. & M.

- Section 5: West 1/2 East 1/2; East 1/2 West 1/2; West 1/2 Southwest
1/4; Southwest 1/4 Northwest 1/4
Section 6: Southeast 1/4; Southeast 1/4 Northeast 1/4

EXCEPTING THEREFROM all coal and other valuable minerals as reserved
in Patent executed by UNITED STATES OF AMERICA, recorded July 6, 1950 in
Book 24 of Deeds at page 79, Eureka County, Nevada records.

Section 18: Northwest 1/4 Northeast 1/4; Northeast 1/4 Southwest 1/4;
 Southeast 1/4 Northwest 1/4; Southwest 1/4 Southeast 1/4
 Section 19: East 1/2 Southeast 1/4; Northwest 1/4 Southeast 1/4;--
 Northeast 1/4

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EXCEPTING from all of the subject property in Section 18 and the North
 1/2 Northeast 1/4, Southwest 1/4 Northeast 1/4 and Northwest 1/4 Southeast
 1/4 of Section 19, all the oil and gas as reserved in Patent executed by
 UNITED STATES OF AMERICA, recorded October 5, 1966 in Book 12 of Official
 Records at page 209, Eureka County, Nevada.

Section 20: West 1/2 Southwest 1/4; Southwest 1/4 Northwest 1/4

EXCEPTING from the Southeast 1/4 Southeast 1/4 of Section 19 and the
 Southwest 1/4 Southwest 1/4 of Section 20 all minerals as reserved in
 Patent executed by UNITED STATES OF AMERICA, recorded January 2, 1969 in
 Book 26 of Official Records at page 534, Eureka County, Nevada.

Section 29: Southwest 1/4 Northwest 1/4; Northwest 1/4 Southwest 1/4;
 Southwest 1/4 Southwest 1/4

Section 30: East 1/2 Northeast 1/4; Northeast 1/4 Southeast 1/4

EXCEPTING from all of the subject property in Sections 29 and 30 all
 of the oil and gas as reserved in Patent executed by UNITED STATES OF
 AMERICA, recorded February 21, 1969 in Book 28 of Official Records at page
 12, Eureka County, Nevada.

EXCEPTING FROM the above described parcels, all mineral rights and
 interest, including coal, oil, gas and other hydrocarbons, and all other
 metallic and non-metallic mineral ores and substances, and geothermal
 steam, hot water, hot brines, thermal energy and gasses as conveyed by
 VALIANT FARMS-EUREKA, INC., to APAL, a Limited Partnership, by various
 documents of record.

The above interest in minerals by mesne of conveyances is in favor of
 DANIEL H. RUSSELL by those certain deeds recorded:

Recording date	Book	Page	Document No.	County
4-01-88	609	407	248663	Elko
4-01-88	125	420	250971	White Pine
4-01-88	175	121	117501	Eureka
4-01-88	309	18		Lander
4-01-88			206511	Nye

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Situate in the County of Lander, State of Nevada, described as follows, to-wit:

PARCEL ONE -- Willow Creek Ranch (See Eureka County also):

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 7: Southeast 1/4 Northwest 1/4; Southwest 1/4 Northeast 1/4;
West 1/2 Southeast 1/4
Section 18: Northwest 1/4 Northeast 1/4

EXCEPTING an undivided one-half of all oil petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 7, 1962 in Book 26 of Deeds at page 300, Eureka County, Nevada and recorded November 13, 1962 in Book 69 of Deeds at page 250, Lander County, Nevada.

TOWNSHIP 29 NORTH, RANGE 43 EAST, M.D.B. & M.

Section 35: North 1/2 Northeast 1/4; Southwest 1/4 Northeast 1/4

TOWNSHIP 30 NORTH, RANGE 43 EAST, M.D.B. & M.

Section 36: Southeast 1/4

EXCEPTING AND RESERVING, also, to the UNITED STATES, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable material, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, remove the same.

EXCEPTING FROM the above described parcels all mineral rights and interest, including coal, oil, gas and other hydrocarbons, and all other metallic and non-metallic mineral ores and substances, and geothermal steam, hot water, hot brines, thermal energy and gasses as conveyed by VALIANT FARMS-EUREKA, INC., to APAL, a Limited Partnership, by various documents of record.

The above interest in minerals by means of conveyances is in favor of DANIEL H. RUSSELL by those certain deeds recorded:

Recording date	Book	Page	Document No.	County
4-01-88	609	407	248663	Eiko
4-01-88	125	420	250971	White Pine
4-01-88	175	121	117501	Eureka
4-01-88	309	18		Lander
4-01-88			206311	Nye

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PARCEL TWO -- Sante Fe Ranch (See Eureka County also):

TOWNSHIP 21 NORTH, RANGE 48 EAST, M.D.R. & M.

Section 19: Southeast 1/4 Southwest 1/4; South 1/2 Southeast 1/4
Section 29: North 1/2 North 1/2; South 1/2 Northwest 1/4; Southwest
1/4 Northeast 1/4
Section 30: East 1/2 Northwest 1/4; Northeast 1/4; Northwest 1/4
Southeast 1/4

All that real property located in the County of
Nye, State of Nevada, legally described as
 follows:

PARCEL TWO -- Hot Creek Ranch:

TOWNSHIP 14 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 23: West 1/2 Southeast 1/4

TOWNSHIP 14 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 10: North 1/2 Northeast 1/4

Section 11: North 1/2 Northwest 1/4

Section 24: West 1/2 Southwest 1/4; Northeast 1/4 Southwest 1/4;
 Northwest 1/4 Southeast 1/4

TOWNSHIP 15 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 23: Southwest 1/4 Northeast 1/4

Section 28: Northeast 1/4 Northwest 1/4

EXCEPTING FROM the West 1/2 Southeast 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B. & M., and the Southwest 1/4 Northeast 1/4 of Section 23 and the Northeast 1/4 Northwest 1/4 of Section 28, Township 15 North, Range 53 East, M.D.B. & M., an undivided 1/6 of all minerals, oil, gas, and hydrocarbon substances, as granted to JOHN I. BROWN by Deed recorded February 20, 1954 in Book 56 of Deeds, page 70.

ALSO EXCEPTING from the West 1/2 Southwest 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B. & M., and the Southwest 1/4 Northeast 1/4 of Section 23, and the Northeast 1/4 Northwest 1/4 of Section 28, Township 15 North, Range 53 East, M.D.B. & M., an undivided 23-1/3 interest in and to all oil, gas, hydrocarbon substances within said land, as granted to SAM RUDNICK by Deed recorded March 11, 1957 in Book 18 of Official Records at page 190.

ALSO EXCEPTING from the West 1/2 Southwest 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B. & M., and the Southwest 1/4 Northeast 1/4 of Section 23, and the Northeast 1/4 Northwest 1/4 of Section 28 in Township 15 North, Range 53 East, M.D.B. & M., an undivided 40% interest in and to all mineral rights, including but not limited to 'crude oil', petroleum, gas, brea, asphaltum, or any kindred substance with and underlying as reserved in the Deed executed by EUREKA LIVESTOCK COMPANY, recorded June 2, 1958 in Book 25 of Official Records, page 482.

TOWNSHIP 7 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 3: Lots 3 and 4 (North 1/2 Northwest 1/4)
Section 4: Lot 1 (Northeast 1/4 Northeast 1/4)

TOWNSHIP 8 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 13: Northwest 1/4 Northeast 1/4; Northeast 1/4 Northwest 1/4
Section 33: Northeast 1/4; North 1/2 Northwest 1/4
Section 34: West 1/2 Northwest 1/4; Southeast 1/4 Northwest 1/4;
North 1/2 Southwest 1/4; Southeast 1/4 Southwest 1/4;
Lot 1

TOWNSHIP 6 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 5: Southwest 1/4 Northeast 1/4
Section 9: Southwest 1/4 Southwest 1/4
Section 16: Northwest 1/4 Northwest 1/4

TOWNSHIP 8 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 14: South 1/2 Northwest 1/4; Northwest 1/4 Northwest 1/4;
North 1/2 Southwest 1/4
Section 15: Southwest 1/4 Northeast 1/4; Southeast 1/4; Northeast 1/4
Southwest 1/4

EXCEPTING THEREFROM that portion of land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded June 18, 1936, in Book 45, page 356 of Deeds, Nye County, Nevada records.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded November 9, 1940 in Book 48 of Deeds, page 33 under File No. 12440, Nye County, Nevada records.

FURTHER EXCEPTING an undivided 3-1/2% interest in the mineral rights in and to the Northwest 1/4 Southwest 1/4 of Section 12 and the East 1/2 Southeast 1/4 and the Southwest 1/4 Southeast 1/4 of said Section 15, Township 8 North, Range 55 East, M.D.B. & M., as granted to J.P. JOHANSEN and LOLA H. JOHANSEN, husband and wife, by Deed dated August 25, 1958 recorded in Book 35, page 481, Official Records of Nye County, Nevada.

TOWNSHIP 8 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 15: Southeast 1/4 Northwest 1/4

EXCEPTING THEREFROM that portion described as follows:

Beginning at a point in the Southeast 1/4 Northwest 1/4 of said Section 15, from which the North quarter corner of said Section 15 bears North 10 28'10" East, a distance of 1600.76 feet; thence South 38 57' East, a distance of 464.46 feet; thence South 0 02' East, a distance of 239.98 feet; thence South 51 63' West, a distance of 390.20 feet; thence North 38 57' West, a distance of 651.18 feet; thence North 51 03' East, a distance of 540.95 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said land conveyed to the State of Nevada for highway and incidental purposes by Deed recorded June 18, 1936 in Book 43, page 356, Deed Records, Nye County, Nevada, described as follows:

BEGINNING at a point which bears South 32 39' East a distance of 50.00 feet from the center line of the State Highway at approximately Engineer's Station "B" 450+78.91 P.O.T.; said point of beginning further described as bearing North 84 20'30" East a distance of 1945.83 feet from the 1/4 Section Corner common to Sections 15 and 16, Township 8 North, Range 35 East, M.D.B. & M.; thence North 57 21' East along the southeasterly 50 foot Highway right of way line a distance of 21.09 feet to a point; thence from a tangent whose bearing is the last described course curving to the left along said highway right of way line with a radius of 5050 feet through an angle of 2 19' a distance of 204.19 feet to a point; thence South 32 39' East a distance of 291.60 feet to a point; thence South 22 35' West a distance of 273.90 feet to a point; thence North 32 39' West a distance of 443.50 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded November 9, 1940 in Book 48 of deeds, page 53 under File No. 12440, Nye County, Nevada records.

TOWNSHIP 10 NORTH, RANGE 31 EAST, M.D.B. & M.

Section 25: Southeast 1/4 Southwest 1/4
Section 36: North 1/2 Northwest 1/4; Southeast 1/4 Northwest 1/4

TOWNSHIP 11 NORTH, RANGE 32 EAST, M.D.B. & M.

Section 19: East 1/2 Northeast 1/4; Southwest 1/4 Northeast 1/4;
Southeast 1/4 Northwest 1/4

EXCEPTING FROM the above described parcels, all mineral rights and interest, including coal, oil, gas and other hydrocarbons, and all other metallic and non-metallic mineral ores and substances, and geothermal steam, hot water, hot brines, thermal energy and gasses as conveyed by VALIANT FARMS-EUREKA, INC., to APAL, a Limited Partnership, by various documents of record.

(continued)

The above interest in minerals by means of conveyances is in favor of
 DANIEL H. RUSSELL by those certain deeds recorded:

Recording date	Book	Page	Document No.	County
4-01-88	609	407	248663	Elko
4-01-88	125	420	250971	White Pine
4-01-88	173	121	117501	Eureka
4-01-88	309	18		Lander
4-01-88			206511	Nye

All that real property located in the County of
White Pine, State of Nevada, legally described as
follows:

PARCEL THREE:

TOWNSHIP 17 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 26: Northwest 1/4 Southeast 1/4

TOWNSHIP 17 NORTH, RANGE 58 EAST, M.D.B. & M.

Section 20: Southwest 1/4 Southwest 1/4

Section 30: Northeast 1/4 Northeast 1/4

RECORDED AT THE REQUEST OF

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First American Title Co.

'88 SEP -2 A11 53

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER

FILE NO. FEE \$ 21 -

121025

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