

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

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

Attn: Thomas Bolin

126455

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

THIS AGREEMENT is entered into as of this 23rd day of January, 1989 by and between SANWA BANK CALIFORNIA, successor in interest to Lloyds Bank California ("Bank"), and DANIEL M. RUSSELL (also known as Dan Russell) and ROBERTA A. RUSSELL (collectively "Russell").

RECITALS

WHEREAS, on or about April 1, 1986 Russell executed and delivered to Bank a promissory note in the original principal sum of \$3,506,500, a promissory note in the original principal sum of \$6,950,000, and a promissory note in the original principal sum of \$100,000 for an aggregate amount of \$10,556,500;

WHEREAS, each of the foregoing described notes and any extensions, renewals or modifications thereof are secured by a deed of trust dated as of April 1, 1986 (the "Deed of Trust") encumbering certain real property described in the attached Exhibit "A" (the "Property") and which is recorded on April 7, 1986 as Document No. 102268, in Book 143, Page 265 in the Office of the County Recorder of the County of Eureka, 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 January 23, 1989 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 January 23, 1989 in the sum of \$3,683,767.22;

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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 January 21, 1989, 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 January 23, 1989, 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 balance of \$470,495.55 as of January 23, 1989, which balance is to be paid in full by an advance under that Note X, described hereinbelow;

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

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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, as of January 23, 1989, there is an outstanding balance in the sum of \$2,746,702.02, which balance is to be reduced by \$1,029,504.43 by an advance under that Note X, described hereinbelow.

WHEREAS, on or about January 23, 1989, Russell executed a promissory note in the original principal sum of \$4,879,400 in favor of Bank (hereinafter referred to as Note IX), which note constituted a renewal of various obligations of Russell to Bank, under which the indebtedness evidenced thereby shall represent, constitute and be additional indebtedness under, pursuant to and secured by the Deed of Trust.

WHEREAS, on or about January 23, 1989, Russell executed a promissory note in the original principal sum of \$1,500,000 in favor of Bank (referred to as Note X), under which the indebtedness represented by Note VII is to be paid in full and the indebtedness represented by Note VIII is to be reduced, under which the indebtedness evidenced thereby shall represent, constitute and be additional indebtedness under, pursuant to and secured by the Deeds of Trust.

WHEREAS, by a certain "Agreement to Further Extend Promissory Note, Secure Additional Indebtedness and Modify Deed of Trust" dated as of January 23, 1989 (the "Fourth Modification Agreement") among other things, the indebtedness under Note I, II, VI and VIII, were extended to May 1, 1989, the indebtedness under Notes IX and X represented, constituted and was additional indebtedness under, pursuant to and secured by the Deed of Trust; and the aggregate principal indebtedness secured by the Deed of Trust was restated and clarified, assuming the payoff of Note VII and reduction of Note VIII, to be in the aggregate principal sum of \$20,462,757.49; and

WHEREAS, assuming the payoff of Note VII and the reduction of Note VIII, the aggregate outstanding principal balance under Notes I, II, III, VI and VIII and the indebtedness evidenced by Notes IX and X (collectively, Notes I, II, III, VI, VIII, IX and X being hereinafter referred to as the "Notes") total the amount of \$20,462,757.49;

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 Notes IX and X to be in the aggregate principal sum of \$20,462,757.49.

2. The maturity dates of Notes I, II, VI and VIII, and each of them, are each further extended to May 1, 1989, on which date the total outstanding principal balance under each of Notes I, II, VI and VIII, 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 \$20,462,757.49 as evidenced by Notes I, II, III, VI, VIII, IX and X 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 VIII as provided herein. Except as provided in this Agreement, all other terms and conditions of Notes I, II, VI, and VIII and the Deeds 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, Second Modification Agreement, Third 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: *Thomas D. Bolin*

Name: Thomas D. Bolin

Title: Vice President & Manager

Roberta A. Russell
ROBERTA A. RUSSELL

CORPORATE ACKNOWLEDGMENT

State of California } ss.
County of Sacramento



On this the 24th day of January, 1989, before me,
Rita M. Suprenant
the undersigned Notary Public, personally appeared

Thomas D. Bolin

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
a vice president & mgr. or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

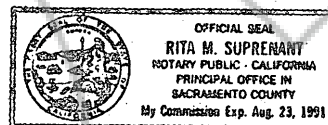
Rita M. Suprenant
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

State of California
County of Sacramento

On January 24, 1989, 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) is/are subscribed to the within
instrument, and acknowledged that they executed it.

Rita M. Suprenant
Notary Signature



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All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Sadler Ranch - Parcels One and Two:

PARCEL ONE:

TOWNSHIP 23 NORTH, RANGE 32 EAST, M.D.B. & M.

Section 36: An undivided 1/2 interest in and to Southwest 1/4 Northeast 1/4; Southeast 1/4 Northwest 1/4

TOWNSHIP 24 NORTH, RANGE 32 EAST, M.D.B. & M.

Section 12: East 1/2 Northeast 1/4

Section 13: Northeast 1/4; Southwest 1/4; Northwest 1/4 Southeast 1/4; South 1/2 Southeast 1/4

Section 23: East 1/2 East 1/2; West 1/2 Southeast 1/4

Section 24: All

Section 25: North 1/2; North 1/2 South 1/2

Section 26: East 1/2 Northeast 1/4; West 1/2 Northeast 1/4; Northwest 1/4 Southeast 1/4; East 1/2 Southeast 1/4

TOWNSHIP 24 NORTH, RANGE 33 EAST, M.D.B. & M.

Section 17: Southwest 1/4 Southwest 1/4

Section 18: Lots 3 & 4, East 1/2 Southwest 1/4; West 1/2 Southeast 1/4; Southeast 1/4 Southeast 1/4

Section 19: Lots 1, 2, 3 & 4; East 1/2 West 1/2; West 1/2 East 1/2

Section 20: Northwest 1/4; West 1/2 Southeast 1/4; North 1/2 Southwest 1/4; West 1/2 Northeast 1/4; Southeast 1/4 Southeast 1/4

Section 30: Lots 1 & 2, East 1/2 Northwest 1/4; Northeast 1/4; North 1/2 Southeast 1/4

Section 32: North 1/2 Northeast 1/4

TOWNSHIP 25 NORTH, RANGE 33 EAST, M.D.B. & M.

Section 3: Southeast 1/4 Southeast 1/4

EXCEPTING THEREFROM an undivided 1/2 interest in and to all coal, oil, gas and other minerals of every kind and nature whatsoever existing upon, beneath the surface of, or within said lands as reserved in deed from REINHOLD SADLER, et al, recorded February 6, 1976 in Book 33, page 583 of Official Records, Eureka County, Nevada.

*PHS
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PARCEL TWO:

TOWNSHIP 24 NORTH, RANGE 32 EAST, M.D.B.A.M.

Section 13: Southeast 1/4 Northwest 1/4
Section 25: South 1/2 Southwest 1/4

EXCEPTING THEREFROM all mineral deposits in and under said land,
reserved by the United States of America, in Patent recorded January 29,
1979 in Book 62, page 392 of Official records, Eureka County, Nevada.

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First American Title Co.

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBATE & L. BLOOMER
FILE NO. FEB 21/00

126455

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