

132366

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

11/6/90 for release

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Russell, Daniel H.		1A. SOCIAL SECURITY OR FEDERAL TAX NO	
1B. MAILING ADDRESS P.O. Box 339		1C. CITY, STATE Folsom, California	1D. ZIP CODE 95630
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL) Russell, Roberta A.		2A. SOCIAL SECURITY OR FEDERAL TAX NO	
2B. MAILING ADDRESS P.O. Box 339		2C. CITY, STATE Folsom, California	2D. ZIP CODE 95630
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) Russell Ranches		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Sanwa Bank California, formerly known as Lloyds Bank California MAILING ADDRESS 601 "J" Street CITY Sacramento STATE California ZIP CODE 95814		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

This financing statement covers the items described in Exhibit "A," attached hereto and by this reference incorporated herein. This financing statement is also filed as a fixture filing and covers the goods described in Exhibit "A." The goods described therein are or are to become fixtures on the real property described in Schedule A-1 attached hereto and by this reference incorporated herein. The filing of this statement does not constitute an admission that such goods are in fact fixtures.

This financing statement is to be recorded in the real estate records for Eureka County.

7. CHECK IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED 7B. DEBTOR'S SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(B), ITEM (1) (2) (3) (4)

8. CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9108 (FFA 91)

9. SIGNATURE OF DEBTOR(S) <i>Daniel H. Russell</i> DATE: April 30, 1990 <i>Roberta A. Russell</i> Roberta A. Russell		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) UCC FILE NO. 1319 FILED THIS 21st DAY MAY, 1990 AT 57 MINS. PAST 4 P.M., RECORDS OF EUREKA COUNTY, NV. <i>M. W. Reblantz</i> EUREKA COUNTY RECORDER
TYPE OR PRINT NAME(S) OF DEBTOR(S) Sanwa Bank California, formerly known as Lloyds Bank California		
SIGNATURE OF SECURED PARTY <i>Thomas R. Balin</i>		
NAME OF SECURED PARTY Sanwa Bank California, formerly known as Lloyds Bank California		
By: Thomas R. Balin, Vice President		
11. Return copy to: NAME ADDRESS Gendel, Raskoff, Shapiro & Quittner CITY 1801 Century Park East, Sixth Floor STATE Los Angeles, California 90067 ZIP CODE Attention: Barry V. Freeman, Esq.		
FORM UCC-9—FILING FEE \$5.00 Approved by the Secretary of State		

BOOK 210 PAGE 417

11: FILING OFFICER COPY

EXHIBIT "A"

COLLATERAL DESCRIPTION
FOR UCC-1 FINANCING STATEMENT
TO BE FILED AS A FIXTURE FILING

Debtor hereby grants and confirms to Bank, a security interest in the following items in which Debtor now has or hereafter acquires any right, title or interest, wheresoever located and whether in the possession of Debtor or any other person, together with all accessions to, substitutions for, and all replacements, products and proceeds of the following items, including without limitation, proceeds of insurance policies insuring any of the following items and records pertaining to any of the following items:

1. Personal Property Collateral. As described in those certain security agreements (including but not limited to a Financing Statement dated April 1, 1986, a Security Agreement (Livestock) dated January 21, 1987, a Security Agreement (Equipment) dated January 21, 1987, a Security Agreement (Equipment) dated April 28, 1989, an Amended and Restated Credit Agreement dated August 23, 1989 as amended by a First Addendum to Amended and Restated Agreement dated August 23, 1989 and a Second Addendum to Amended and Restated Credit Agreement dated April 30, 1990 (the "Security Agreements"), a security interest in the following personal property (the "Collateral"):

1.1 Equipment.

All goods now owned or hereafter acquired by Debtor or in which the Debtor now has or may hereafter acquire any interest, including, but not limited to, all machinery, equipment, motors, attachments, parts, tanks, windmills, pumping equipment, pumps, well equipment, well casing, water distribution plants and irrigation equipment, furniture, furnishings, fixtures, tools, supplies and motor vehicles, of every kind and description and all additions, accessions, improvements, replacements and substitutions thereto and thereof (the "Equipment").

1.2 Livestock.

(a) All livestock including, but not limited to, all poultry, cattle, horses, pigs and sheep now owned by Debtor (including conceived but unborn livestock) or hereafter acquired by Debtor (including unconceived livestock and all additions to, substitutions for, and replacements of any livestock), together with all proceeds and products thereof; and

(b) All California Department of Agricultural Milk Products Quota and Production Base now owned or hereafter

acquired by Debtor and all accounts, contract rights and proceeds derived therefrom; and

(c) All farm products now owned or hereafter acquired by or for the benefit of Debtor consisting of supplies used or produced in the operations of Debtor including, but not limited to, all hay, grain, forage, fodder and other feed commodities and all feed additives, feed supplements, veterinary supplies, medicines and related products now owned or hereafter acquired by or for the benefit of Debtor (collectively, the "Livestock").

1.3 Crops. All crops planted, growing or to be planted or grown on the real property of Debtor referenced in Schedule A-1, attached hereto, and including all proceeds thereof ("Crops").

1.4 Contract Rights and Accounts Receivable.

(a) All present and future accounts, contract rights, chattel paper, security agreements, documents, notes, drafts, instruments, general intangibles, insurance policies and returned goods; and

(b) All goodwill, trademarks, trademark applications, trade styles, trade names, inventions, designs, patents, patent applications, software, customer lists and business records; and

(c) All monies, deposit accounts, certificates of deposit and securities, of Debtor now or hereafter in Bank's or its agents' possession; and

(d) All grazing rights, permits, licenses, leases of real or personal property or allotments issued to Debtor (collectively, the "Contract Rights and Accounts Receivable").

1.5 Inventory: All inventory of Debtor, all goods, merchandise or other personal property held by Debtor for sale or lease or to be furnished, labels or other devices, names or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, all raw materials, work or goods in process or materials or supplies of every nature used, consumed or to be used or consumed in Debtor's business, all packaging and shipping materials, and all proceeds and products of the foregoing, whether now owned or hereafter acquired by Debtor, wherever located. ("Inventory").

2. Continuing Lien. Bank's security interest in the Collateral shall be a continuing lien and shall include the

proceeds and products of the Collateral including, but not limited to, the proceeds of any insurance thereon, and all cash, accounts, contract rights, equipment, farm products, livestock, inventory, chattel paper, documents, general intangibles and all other property of Debtor resulting from the sale or disposition of the Equipment, the Livestock, the Crops, the Contract Rights and Accounts Receivable and the Inventory.

\LJW\0057A\4-3g

-3-

BOOK 210 PAGE 420

DESCRIPTION

J.P.

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

PARCEL ONE:

TOWNSHIP 26 NORTH, RANGE 30 EAST, M.D.B. & M.

- Section 11: SE1/4 of the NE1/4; W1/2 of the SW1/4; E1/2 of the SE1/4
- Section 12: NE1/4 of the NE1/4
- Section 13: E1/2 of the NE1/4; NE1/4 of the SE1/4

TOWNSHIP 26 NORTH, RANGE 31 EAST, M.D.B. & M.

- Section 6: Lots 3, 4, 5, 6 and 7; SE1/4 of the NW1/4; E1/2 of the SW1/4
- Section 7: Lots 1, 2, 3 and 4
- Section 18: Lots 1, 2, 3 and 4

TOWNSHIP 27 NORTH, RANGE 31 EAST, M.D.B. & M.

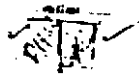
- Section 30: E1/2 of the NE1/4; Lot 4; E1/2 of the SW1/4; N1/2 of the SE1/4
- Section 31: Lot 1

EXCEPTING AND RESERVING UNTO GRANTOR all oil, gas, coal, oil shales, and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver or any other minerals, whether now known to exist or hereafter discovered. Said reservation includes but is not limited to the right of ingress and egress at all times to said land for the purposes of extracting, processing, marketing, mining, drilling or prospecting for oil, gas, coal, oil shales, and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver, or any other minerals; and, the right to lay, use existing or build and maintain roads, maintain and operate pipelines for oil and gas, together with the right to use so much of the surface as may be necessary or convenient to erect, maintain and operate buildings, derricks, telephone and telegraph lines and other structures necessary or convenient for drilling, prospecting, extracting, processing, marketing and mining oil, gas, coal, oil shales and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver, or any other minerals, together with the right to drill for and develop water as convenient for domestic and commercial use related to this reservation.

And further excepting and reserving unto Grantor and Grantors gratuitous assigns, a nonexclusive easement in gross consisting of the right to hunt game and fowl, to fish and to make reasonable recreational use of the granted real property for so long as Grantor or Grantor's wife, children or grandchildren retain any interest therein (including but not limited to an interest in a corporation or other entity); provided that Grantor shall not unreasonably interfere with Grantor's use of the premises.

—And further including these BLM grazing rights and range improvements associated therewith, including specifically the Buckhorn and Pine Creek allotments administered by the Elko Office of the Bureau of Land Management.

Further including the use of all water rights associated with that all property or grazing right territory.



PARCEL TWO:

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.P. 3 M.

Section 30: Lots 9 and 10; SW 1/4 of the SE 1/4 of the SE 1/4 of the NW 1/4; E 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4

Section 31: N 1/2 of the NW 1/4 of the NE 1/4 of the NW 1/4; SW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4

EXCEPTING THEREFROM all oil and gas as reserved in Patent executed by United State of America to Liberty Livestock recorded December 6, 1972 in Book 44, page 180 of Official Records, Eureka County, Nevada; and FURTHER EXCEPTING a right of way thereon for ditches and canals constructed by the United States.

EXCEPTING AND RESERVING UNTO GRANTOR all oil, gas, coal, oil shales, and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver or any other minerals, whether now known to exist or hereafter discovered. Said reservation includes but is not limited to the right of ingress and egress at all times to said lands for the purposes of extracting, processing, marketing, mining, drilling or prospecting for oil, gas, coal, oil shales, and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver, or any other minerals; and, the right to lay, use existing or build and maintain roads, maintain and operate pipelines for oil and gas, together with the right to use so much of the surface as may be necessary or convenient to erect, maintain and operate buildings, derricks, telephone and telegraph lines and other structures necessary or convenient for drilling, prospecting, extracting, processing, marketing and mining oil, gas, coal, oil shales and other hydrocarbon substances, inert gases, minerals, and metals, including but not limited to gold, cinnabar, copper, lead, silver, or any other minerals, together with the right to drill for and develop water as convenient for domestic and commercial use related to this reservation.

And further excepting and reserving unto Grantor and Grantors gratuitous assigns, a nonexclusive easement in gross consisting of the right to hunt game and fowl, to fish and to make reasonable recreational use of the granted real property for so long as Grantee or Grantee's wife, children or grandchildren retain any interest therein (including but not limited to an interest in a corporation or other entity), provided that Grantor shall not unreasonably interfere with Grantee's use of the premises.

And further including those ELM grazing rights and range improvements associated therewith, including specifically the Buckhorn and Pine Creek allotments administered by the Elko Office of the Bureau of Land Management.

Further including the use of all water rights associated with that real property or grazing right territory.

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF:
BOOK 210 PAGE 417

*Calif. Lenders &
Attorney Services*

EUREKA COUNTY, NEVADA
M.M. REBALZATI, RECORDER
FILE NO. 132366

BOOK 202 PAGES 84

BOOK 210 PAGE 422

RECORDED AT THE REQUEST OF

BOOK 202 PAGE 543

First American Title Co.
19 SEP 19 11:37

RECORDS SECTION
EUREKA COUNTY, NEVADA
M.M. REBALZATI, RECORDER
FILE NO. 132366

132366