

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

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

Attn: Thomas D. Bolin  
Vice President

137337

SECOND AMENDMENT TO AGREEMENT TO  
RENEW PROMISSORY NOTES AND  
MODIFY DEED OF TRUST

THIS SECOND AMENDMENT TO AGREEMENT TO RENEW PROMISSORY NOTES AND MODIFY DEED OF TRUST ("Second Amendment") is entered into as of this 24th day of May, 1991, 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") with respect to the following:

RECITALS

A. On or about April 30, 1990, Russell executed and delivered to Bank that certain Agreement To Renew Promissory Notes And Modify Deed Of Trust (the "Eighth Modification Agreement") recorded in the Official Records of Eureka County, Nevada, on May 18, 1990, at Book 210, Page 263, as Instrument No. 132352, modifying and amending that certain deed of trust recorded on April 7, 1986 at Book 143, Page 265, as amended, encumbering real property described on Exhibit "A" attached hereto and incorporated herein by this reference. On or about September 25, 1990, Russell executed and delivered to Bank that certain First Amendment To Agreement To Renew Promissory Notes And Modify Deed Of Trust, which was recorded in the Official Records of Eureka County, Nevada at Book 214, Page 580, as Instrument No. 133842. The Eighth Modification Agreement, said deed of trust and all amendments and modifications thereto are hereinafter collectively referred to as the "Deed of Trust." Capitalized terms not defined herein shall have that meaning ascribed to them in the Eighth Modification Agreement.

B. Bank and Russell have executed a Fourth Addendum to Amended and Restated Credit Agreement ("Fourth Addendum") of even date herewith providing, in part, for the extension of the maturity date and modification of the payment terms of certain indebtedness.

C. Bank and Russell desire to modify the Deed of Trust and enter into this Second Amendment to secure, in addition to the indebtedness and other obligations presently secured thereby, the indebtedness and other obligations of Russell to Bank under the Third Addendum.

NOW THEREFORE, in consideration of the foregoing, the Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Russell agree as follows:

1. The Deed of Trust is hereby amended to secure, in addition to all other indebtedness and obligations now or hereafter secured thereby, in such order of priority as Bank in its absolute discretion may determine, the due, prompt and complete payment, observance, performance and discharge of each and every condition, obligation, covenant and agreement set forth in the Fourth Addendum, and all modifications, amendments,

extensions, renewals or replacements thereof, including without limitation, the due, prompt and complete payment of the Real Estate Note as amended thereby.

2. Except as expressly provided herein, the terms, conditions, lien, charge and priority of the Deed of Trust, together with all amendments, extensions, renewals and replacements thereof, are hereby reaffirmed and ratified, and shall remain in full force and effect. The Deed of Trust, the Mesne Modification Agreements, the Credit Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Real Estate Note, the Recitals hereto and all documents and instruments referenced therein are hereby incorporated by this reference and made a part hereof.

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

BANK:

SANWA BANK CALIFORNIA

By Thomas D. Bolin  
Thomas D. Bolin,  
Vice President

RUSSELL:

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

Roberta A. Russell  
ROBERTA A. RUSSELL

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On this 24th day of May 1991, before me, a Notary Public, in and for said County and State, duly commissioned and sworn, personally appeared Thomas D. Bolin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as a Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



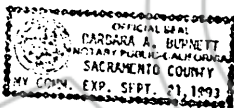
Rita M. Suprenant  
Notary Public  
State of California

My Commission Expires: 8/23/91

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On this 30th day of May 1991, before me, a Notary Public, in and for said County and State, duly commissioned and sworn, personally appeared Daniel H. Russell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



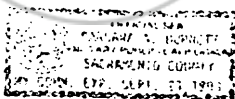
Barbara A. Burnett  
Notary Public  
State of California

My Commission Expires: 9-21-93

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On this 31st day of May 1991, before me, a Notary Public, in and for said County and State, duly commissioned and sworn, personally appeared Roberta A. Russell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



Barbara A. Burnett  
Notary Public  
State of California

My Commission Expires: 9-21-93

EXHIBIT A

DESCRIPTION

All that certain real property situate in the Counties of Eureka, Elko, Lander, Nye and White Pine, described as follows:

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 22 NORTH, RANGE 52 EAST, M.D.P. & 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 52 EAST, M.D.P. & 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 52 EAST, M.D.P. & 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 29: 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 52 EAST, M.D.P. & M.

Section 5: 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 53, page 563 of Official Records, Eureka County, Nevada.

PARCEL TWO:

TOWNSHIP 24 NORTH, RANGE 52 EAST, M.D.R. & 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 25,  
1979 in Book 68, page 392 of Official records, Eureka County, Nevada.



BOOK 224 PAGE 151  
OFFICIAL RECORDS  
RECORDED AT THE OFFICE OF  
Cow County  
'91 JUL 19 P2 22  
Tille Co.  
EUREKA COUNTY, NEVADA  
M.N. REDEAR RECORDS  
FILE NO. FEES 900

137337