

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

137338

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 294, as Instrument No. 132353 modifying and amending that certain deed of trust recorded in July, 1986 at Book 147, Page 009, 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 217, Page 443, as Instrument No. 134767. 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 any 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:

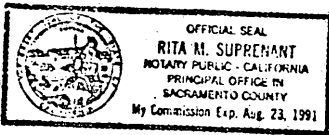
Daniel H. Russell  
DANIEL H. RUSSELL  
(also known as Dan Russell)

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.



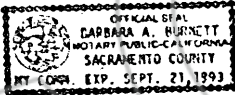
Rita M. Suprenant  
Notary Public  
State of California

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.



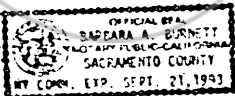
Barbara A. Burnett  
Notary Public  
State of California

My Commission Expires: 9-21-93

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On this 25th 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

DESCRIPTION

Exhibit "A"

BLUE DIAMOND RANCH

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

PARCEL ONE:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: West 1/2

EXCEPTING THEREFROM that portion thereof conveyed to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A UTAH CORPORATION SOLE, in Deed recorded September 7, 1984 in Book 127, page 467 as Document No. 95671, Official Records, which is described as follows:

Commencing at the West 1/4 corner of said Section 20, thence North 0°09'00" East 1767.82 feet along the West line of said Section 20 to Corner No. 1 the true point of beginning; thence continuing North 0°09'00" East 840.25 feet along the West line of said Section 20 to corner No. 2, being on the Southerly Right of Way line of 7th Street; thence South 89°59'48" East 840.95 feet along the said Southerly right of way line of 7th Street to Corner No. 3; thence from a tangent bearing South 70°38'55" West on a curve to the left, with a radius of 1380.00 feet; through a central angle of 51°05'48", for an arc length of 1230.69 feet to Corner No. 1, the point of beginning, now known as Parcel One and Two of the certain Parcel Map recorded June 4, 1984, under Document No. 93464, Eureka County, Nevada records.

Section 29: North 1/2

PARCEL TWO:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: East 1/2

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. KAHLE recorded May 3, 1963 in Book 26 of Deeds at page 426, Eureka County, Nevada records.

(Continued)

#16 MAIN RANCH/NEVADA, BLUE DIAMOND

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PARCEL THREE:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 22: East 1/2

Section 27: East 1/2

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and JOHN B. BONDS, recorded April 9, 1964 in Book 3 of Official Records at page 555 and December 30, 1964 in Book 6 of Official Records at page 348, Eureka County, Nevada.

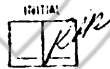
PARCEL FOUR:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 28: All

EXCEPTING THEREFROM all the oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL, recorded December 30, 1964 in Book 6 of Official Records at pages 349 and 350, Eureka County, Nevada records.

PHR



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OFFICIAL RECORDS  
RECORDED AT THE OFFICE OF  
Coco County  
'91 JUL 19 P2022  
Title Co.  
EUREKA COUNTY, NEVADA  
M.A. REGALAN, RECORDS  
FILE NO. 137338  
FEE \$900

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