

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

137339

**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 227 as Instrument No. 132350 modifying and amending that certain deed of trust recorded on September 19, 1989 at Book 202, Page 563, 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 600 as Instrument No. 133845. 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:

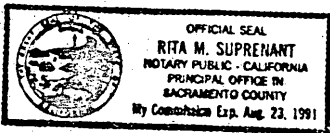
Daniel H. Russell  
DANIEL H. RUSSELL  
(also known as Dan Russell)

Roberta A. Russell  
ROBERTA A. RUSSELL

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Sacramento )

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.



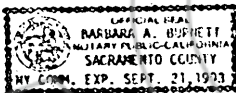
Rita M. Suprenant  
Notary Public  
State of California

My Commission Expires: 8/23/91

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Sacramento )

On this 28th 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.



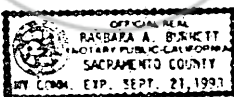
Barbara A. Russell  
Notary Public  
State of California

My Commission Expires: 9-21-93

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Sacramento )

On this 28th 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. Russell  
Notary Public  
State of California

My Commission Expires: 9-21-93

Exhibit "A"

DESCRIPTION

KNIGHT RANCH (North Half of JD RANCH)

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

PARCEL ONE:

TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B. & M.

- Section 1: SE1/4 of the NE1/4; W1/2 of the SW1/4; E1/2 of the SE1/4  
Section 11: NE1/4 of the NE1/4  
Section 12: E1/2 of the NE1/4; NE1/4 of the SE1/4

TOWNSHIP 26 NORTH, RANGE 51 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 51 EAST, M.D.B. & M.

- Section 30: S1/2 of the NE1/4; Lot 4; E1/2 of the SW1/4; N1/2 of the SE1/4  
Section 31: Lot 1

PARCEL TWO:

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.B. & M.

- Section 30: Lots 9 and 10; SW1/4 of the SE1/4 of the SE1/4 of the NW1/4; E1/2 of the SE1/4 of the SE1/4 of the NW1/4  
Section 31: N1/2 of the NW1/4 of the NE1/4 of the NW1/4; SW1/4 of the NW1/4 of the NE1/4 of the NW1/4

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.

#10 J.D. RANCH

DHR  
INITIAL  
[Signature]

BOOK 224 PAGE 161  
RECORDED  
Eureka County  
91 JUL 19 PM 2:52  
Selle Company  
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FEE \$500  
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