

ANTENUPTIAL AGREEMENT

1
2 THIS AGREEMENT, made this 13th day of February, 1997, by and
3 between LINDA LEE BROWN of Eureka, Nevada, Prospective Wife,
4 hereinafter "LINDA," and GLENN ERNEST DEMPSEY of Eureka, Nevada,
5 Prospective Husband, hereinafter "GLENN,"

6 WITNESSETH: The parties are about to contract marriage with
7 each other, and each is severally seized and possessed of property,
8 real and/or personal, in his and her own right, respectively (the
9 nature and extent of which each has fully disclosed to the other);
10 and the parties desire that their said marriage shall not, in any
11 way, change their existing legal rights, or the existing legal
12 rights of their heirs, in the real and personal property of each of
13 them; and by this Agreement so do fix and limit same by contract.

14 NOW, THEREFORE, in consideration of the premises and of the
15 mutual covenants and conditions herein contained, the parties agree
16 as follows:

17 (a) LINDA shall have, keep and retain the sole ownership,
18 control and enjoyment of, and during her life, or by Last Will and
19 Testament, or by other testamentary disposition shall have the
20 exclusive right to dispose of any and all property, real, personal
21 or mixed, that she now owns or is possessed of, or hereafter may
22 acquire or receive, as her own absolute property, without
23 interference by or from GLENN, and in like manner as if the said
24 marriage had not taken place and LINDA had remained unmarried.

25 (b) GLENN shall have, keep, and retain the sole ownership,
26 control and enjoyment of, and during his life, or by Last Will and
27 Testament, or by other testamentary disposition, shall have the
28 exclusive right to dispose of, any and all property, real, personal

1 or mixed, that he now owns or is possessed of, or hereafter may
2 acquire or receive, as his own absolute property, without
3 interference by or from LINDA, and in like manner as if the said
4 marriage had not taken place and GLENN had remained unmarried.

5 (c) PROVIDED, further, that any comingling of future community
6 property with the separate property of either Party shall not
7 convert such separate property to community property of the marital
8 community.

9 (d) PROVIDED HOWEVER, that in event of termination of the
10 marital community by death, divorce or otherwise, either Party
11 shall be entitled to recover the value of that Party's share of any
12 community property so comingled.

13 (e) The Parties shall take any and all steps, and shall
14 execute, acknowledge and deliver to each other any and all other
15 instruments which may be necessary to effectuate the terms of this
16 Agreement.

17 (f) This Agreement is entered into by the parties hereto with
18 full knowledge on the part of each of the extent and probable value
19 of all the property or estate of the other (the significant parts
20 whereof are hereinafter set forth in Exhibit A hereto attached and
21 identified, and by this reference herein incorporated), and of all
22 rights that, but for this Agreement, would be conferred by law upon
23 each of them, in the property or estate, whatsoever character the
24 same may be, of the other, and they do nevertheless hereby joilntoy
25 and severally agree that each party's interest in the property or
26 estate of the other shall be limited, determined, fixed and settled
27 by this Agreement and not otherwise.

28 (g) The Parties hereto further agree that in case of

1 separation or divorce proceedings between the Parties, neither
2 shall receive any suit money, maintenance, property settlement,
3 court costs or attorney fees in such case.

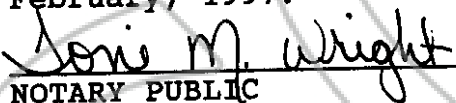
4 (h) This Agreement shall bind the parties hereto, and their
5 repective heirs, legal representatives, and assigns.

6 (i) This Agreement prepared by Zane Stanley Miles, Esq., on
7 behalf of both Parties, who certify that they have been advised to
8 have said Agreement reviewed by separate counsel for each Party.
9 In the event of litigation resulting from this Agreement, said
10 attorney shall not be required to, and shall not, represent either
11 Party.

12 IN WITNESS WHEREOF, the Parties hereto have hereunto set their
13 hands to duplicate originals, the day and year first written above.

14 
15 LINDA LEE BROWN

16 Subscribed and sworn to before me, a Notary Public for
17 the County of Eureka, State of Nevada, this 13th day of
18 February, 1997.

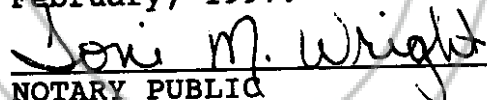
19 
NOTARY PUBLIC



TONI M. WRIGHT
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC. 20, 1998

20 
21 GLENN ERNEST DEMPSEY

22 Subscribed and sworn to before me, a Notary Public for
23 the County of Eureka, State of Nevada, this 13th day of
24 February, 1997.

25 
NOTARY PUBLIC



TONI M. WRIGHT
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC. 20, 1998

26 **EXHIBIT "A"**

27 **Assets and Liabilities of LINDA LEE BROWN:**

28 That real property commonly known as No. 1 Spring Lane, P.O.

1 Box 523, Eureka, NV, 89316-0533, assessor's parcel no. 7-380-14,
2 more fully described as:

3 Ranchette "A" as shown on the parcel map and records of
4 survey of Parcel 4, Lot 10, in Section 29, Township 20
5 North, Range 53 East, M>D>B>M., as filed in the office
6 of the County Recorder of Eureka County, State of Nevada,
7 on October 12, 1981, as File No. 82287.
8 Excepting therefrom all the oil and gas in the land so
9 patented as reserved by the United States of America in
10 patent recorded March 21, 1966, in Book 10, Page 205,
11 Official Records of Eureka County, Nevada.

12 1994 GEO, VIN 2C1MR2466R6760274.

13 1991 Ford F250 pickup, VIN 2FTHF26G1MCA27661.

14 Horse trailer VIN 463782029M1001437.

15 Horse trailer VIN 1162.

16 Livestock -- 19 cows (including heifers), 1 bull, 2 horses.

17 Retirement account -- ITT Hartford Annuity No. 210256840.

18 Personal effects.

19 Obligations, liens and debts associated with the foregoing.

20 **Assets and Liabilities of Glenn Ernest Dempsey:**

21 1997 Dodge one-ton pickup truck.

22 Tools.

23 Guns.

24 Farm Equipment.

25 Livestock -- 50 cows (including heifers), 2 bulls, 2 horses.

26 Personal effects.

27 Obligations, liens and debts associated with the foregoing.

28 LLB
LLB (Initial)

GED
GED (Initial)

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF BOX 523, EUREKA, NV,

Linda Brown

97 FEB 18 PM 4:57

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$11.00

166159

Official Records of Eureka County Nevada
patent recorded March 1994
patented as reserved by the U.S. Patent
Excluding therefrom all other rights
on October 13, 1994
of the County Nevada
North Range 23
survey of parcels
Ranchette "A" as an

1994 GEO, VIN 2000 1380000000

1991 Ford F250 pickup, VIN 9D01 1000000000

Horse trailer VIN 1380000000

Horse trailer VIN 1380000000

Livestock -- 12 cows (including calves), 1 horse

Retirement accounts -- 1994 Nevada County

Personal effects

Obligations, liens and other interests in the property

Assets and liabilities of Linda Brown

1997 Dodge one-ton pickup truck

Tools

Guns

Farm Equipment

Livestock -- 50 cows (including calves), 1 horse

Personal effects

Obligations, liens and other interests in the property

LLB (Initial)