When Recorded Mail to

Lend Lease Agri-Business, . 3203 West March Lane Suit10 Stockton, CA 95219

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TITLE OF DOCUMENT

ATTORNMENT, NON-STURBANCE-SUBORDINATION AND ESTOPPEL AGREEMENT

02010913-21

BOOK 3 4 7 PAGE 2 1 1

ATTORNMENT, NON-STURBANCE-SUBORDINATION AND ESTOPPEL AGREEMENT

THIS AGREEMENT ted May 10, 2002 by and between LEND LEASE AGRI-BUSINESS, INC., a Delave corporation, its successor and assigns (hereinafter "Lender"), and LAZY H CALE COMPANY, (hereinafter the "Tenant") with regards to a lease (hereinafter the "Lea") dated January 1, 2002 by and between 26 Ranch, Inc., as Lessor (hereinafter "Less"), and Tenant, as Lessee, regarding the Premises as set forth below:

See attached Schedi A – Legal Description

WHEREAS, Lessor 5 applied to Lender for a loan (hereinafter the "Loan") to be secured by a first deed oust lien on the Premises;

WHEREAS, Lender willing to grant Lessor's request for the loan, but only if Lessor collaterally assigns t interest of Lessor in the Lease to Lender and also only if Tenant acknowledges said lateral assignment, and agrees with Lender about the exercise of certain rights of nant under the Lease during the term of said collateral assignment, which Tenant irilling to do.

NOW, THEREFORE. consideration of the premises and in consideration of ten dollars and other good and luable consideration, the receipt and sufficiency of which is hereby acknowledged by nder and by Tenant, Lender and Tenant hereby agree as follows:

Tenant certifies to Leer, holder or proposed holder of a note or other obligation secured or to be secid by a mortgage or deed of trust upon the Premises, and to its successors anassigns and any participant with Lender in the captioned loan, that: the Lease presently in full force and in effect and unmodified; the term thereof has conenced; in addition to the basic rent payable, Tenant is paying any amounts; rent as set forth in the Lease; Tenant has accepted possession of the Prises, is currently operating its business thereon, and any obligations of the Leor required by the terms of the Lease to be made by Lessor have been pormed to the satisfaction of Tenant; no rent under the Lease has been paidore than 30 days in advance of its due date; the address for notices to be sent Tenant is as set forth below; and Tenant, as of this date, has no charge, lien. claim of offset under the Lease, or otherwise, against rents or other chargelue or to become due thereunder.

1 Initials _____

BOOK 3 47 PAGE 2 1 2

- 2. Tenant agrees that Tant has been informed that Lessor has made a collateral assignment of the Lea in favor of Lender to further secure the loan, and Tenant acknowledges that Tant has received notice of said assignment, and further that, from and after 1 date hereof: (i) Tenant will not pay any rent under the Lease more than 30 ys in advance of its due date; and (ii) so long as there shall be any assignant of Lessor's interest in the Lease to Lender, or any successor mortgage enant will not: surrender or consent to the modification of any of the terms of thease nor to the termination thereof by Lessor; nor seek to terminate the Lea by reason of any act or omission of Lessor until Tenant shall have given writt notice of such act or omission to the holder of such note and mortgage (at sh holder's last address furnished Tenant) and until a reasonable period of le shall have elapsed following the giving of such notice, during which period sh holder shall have the right, but shall not be obligated, to remedy such act or ossion.
- So long as no defaulkists, nor any event has occurred, which has continued to 3. exist for such period time (after notice, if any, required by the Lease) as would entitle the landlord der the Lease to terminate the Lease or would cause, without any further agn of such landlord, the termination of the Lease or would entitle such landlord tiispossess the Tenant thereunder, the Lease shall not be terminated, nor shalle Tenant's use, possession or enjoyment of the Leased Premises be interferewith, nor shall the leasehold estate granted by the Lease be affected in any otr manner, in any foreclosure or any action or proceeding instituted under or immnection with the Deed of Trust or in case the Lender takes possession of a Premises pursuant to any provisions of the Deed of Trust, unless such laiord would have had such right if the Deed of Trust had not been made, excethat the person acquiring the interests of the landlord as a result of any such acn or proceeding, his successors and assigns (herein "the Purchaser") shall not (a) liable for any act or omission of any prior landlord; or (b) subject to any offs or defenses which Tenant might have against any prior landlord; or (c) bourny any rent or additional rent which Tenant might have paid for more than ticurrent month to any prior landlord; or (d) bound by any amendment or modation of the Lease made without Lender's prior written consent.
- 4. If the interests of Lsor under the Lease shall be transferred by reason of foreclosure or other ceedings for enforcement of the Deed of Trust, Tenant shall be bound to the rchaser under all of the terms, covenants and conditions of the Lease for the lance of the term thereof remaining and any extensions or renewals thereof whi may be effected in accordance with any option therefore in the Lease, with the me force and effect as if the Purchaser were the landlord under the Lease, ancenant does hereby attorn to the Purchaser, including the Mortgagee if it be the urchaser, as its landlord, said attornment to be effective

2	Initials	
		 _

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and self-operative yout the execution of any further instruments upon Purchaser succeeding to the interest of the landlord under the Lease. The respective rights and ligation of Tenant and Purchaser upon such attornment, to the extent of the in remaining balance of the term of the Lease and any such extensions ancenewals, shall be and are the same as now set forth therein except as hen otherwise expressly provided.

- 5. Except as set forth ove in this agreement, the Lease now is and shall at all times continue to be bject and subordinate in each and every respect to the Deed of Trust held by Lender, its successors and assigns.
- 6. As of the date here all notices under this agreement shall be sent to the addresses set forth bw:

LEND LEASE RI-BUSINESS, INC., a Delaware corporation 12747 OLIVE REET ROAD, SUITE 350 ST. LOUIS, M3OURI 63141 Attention: Lavepartment

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Alterition, Lavepai

With copy to:

Lend Lease A-Business, Inc. 3203 West Mai Lane Suite 110 Stockton, CA 219 Attention: Vic/resident

26 Ranch, Inc c/o Western Ses Minerals Corporation 4975 Van Gorn Street Wheat Ridge,) 80033

Alfers & Carvel LC 730 Seventeer Street, Suite 340 Denver, CO 802 Attn: Stephen Alfers, Esq.

Initials _____

BOOK 3 4 7 PAGE 2 1 4

Counterparts. Any ne or more of the parties hereto may execute this 7. agreement in countearts, and the execution of such original shall have the same effect as if all pies had executed the same instrument.

WHEREFORE, the uersigned have executed this agreement on the day and year first above written. LEND LEASE AGRI-BUSINESS, INC., a Delaware corporation, its successors and assigns By: lum cont Charles T. McElligott, Vice President LAZY H CATTLE COMPANY, a Wyoming corporation By: Gary W. Elmore, President 1877 Hillsboro Drive Address: Henderson, NV 89014 U6320Q RVSD 07-21-98 L:WEW_LOAN\CLOS_DOC\ATTNDEST N:\LEGAL\GEN\NEW_LOAN\CLOS_DOCTNDEST Initials _____ BOOK 3 4 7 PAGE 2 1 5

Counterparts. Anone or more of the parties hereto may execute this 7. agreement in countarts, and the execution of such original shall have the same effect as if all ties had executed the same instrument.

WHEREFORE, the dersigned have executed this agreement on the day and year first above written.

LEND LEASE AGRI-BUSINESS, INC., a Delaware corporation, its successors and assigns

By: Charles T. McElligott, Vice President

LAZY H CATTLE COMPANY, a Wyoming corporation

Gary W. Etthore, President

Address:

1877 Hillsboro Drive Henderson, NV 89014

ACKNOWLEDGMENT

STATE OF NEVADA

3S.

CITY AND COUNTY OF

On this 14th day May, 2002, before me, Mulssakhu sa Notary Public for the State of Nevada, ponally appeared Gary W. Elmore, known to me to be the President of Lazy H Cattleompany, a Wyoming corporation, and the person whose name is subscribed to the nin instrument and acknowledged to me that he executed the same.

WITNESS my hand I official seal.

My Commission Expudent

(SEAL)

WINTER CLARK

LIBSA BARNES
Appaintment Expires
June 5,2005

Initials

** TOTAL PAGE.02 **

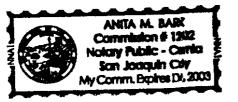
BOOK 3 47 PAGE 2 1 S

STATE OF CALIFORNIA)) SS
COUNTY OF SAN JOAQU)

On May 13, 2002, fore me, Anita M. Barger, a Notary Public in and for the State of California, persons appeared Charles T. McElligott personally known to me to be the person whose nams subscribed to the within instrument and acknowledged to me that he executed the nin instrument in his authorized capacity and that, by his signature on the within insment, the person or entity upon behalf of which he acted executed the within instrumt.

WITNESS my hand official seal.

(SEAL)



Notary Public

My commission expires: Dember 9, 2003

BOOK 3 4 7 PAGE 2 1 7

EXHIBIT "A"

LEGAL DESCRIPTION

02010913 ESCROW NO.:

PARCEL 1:

TOWNSHIP 38 NORTH, RAN 48 EAST, M.D.B.&M. (Elko County)

SW1/4NW1/ NW1/4SW1/4; Section 16:

SW1/4NW1/ N1/2SW1/4; S1/2SE1/4; Section 18:

Section 19: E1/2NE1/4 W1/2NW1/4 Section 20:

TOWNSHIP 36 NORTH, RAN 46 EAST, M.D.B.&M. (Elko County)

Section 18: NE1/4NE1/

PARCEL 2:

TOWNSHIP 32 NORTH, RAN 46 EAST, M.D.B.&M. (Lander County)

N1/2SW1/4 Section 6:

EXCEPTING THEREFROM althose portions of said land conveyed to the Central Pacific Raway Company and the Western Pacific Railway Company, by des recorded in Book 50, Pages 5, 8 and 11, in Book 51, Page 5 and 633, Deed Records, Lander County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RAN 45 EAST, M.D.B.&M. (Lander County)

Section 10: E1/2SW1/4SE1/4;

EXCEPTING THEREFROM althe oil and gas lying in and under said lands as reserved in Pent from the United States of America, recorded January 14, 11, in Book 102, Page 24, Official Records, Lander County Nevada.

PARCEL 4:

TOWNSHIP 37 NORTH, RAN 49 EAST, M.D.B.&M. (Elko County)

N1/2NE1/4S1/2SE1/4; NE1/4NW1/4; SE1/4SW1/4; Section 25:

E1/2NE1/4 Section 35:

Section 36: N1/2NE1/4NW1/4NW1/4;

TOWNSHIP 37 NORTH, RAN 50 EAST, M.D.B.&M. (Elko County)

Section 18: SW1/4SE1/

Section 19: NE1/4NE1/

NW1/4NW1/ Section 20:

Section 28: Section 29: N1/2SE1/4N1/2NW1/4;

N1/2N1/2;

Section 30: NW1/4NE1/ N1/2NW1/4;

Continued Ogk 3next /page 8

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Section 31: S1/2N1/2;
Section 32: NW1/4;

EXCEPTING THEREFROM onhalf of all oil, gas, gasoline, and other hydro-carbon subances and minerals of every kind and nature lying in and unr said land, as reserved in deed from Horseshoe Cattle Compa, a Nevada Corporation, recorded September 19, 1955, inook 68, Page 304, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THERROM one-eighth (1/8) of all oil, gas, gasoline and other hydrarbon substances and minerals of every kind and nature lying and under said land reserved by S.A. Camp Ginning Company a Kenneth Mebane by Deed recorded November 21, 1961, in ok 20, Page 105, Official Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 34 NORTH, RAN 48 EAST, M.D.B.&M. (Eureka County)

Section 5: Lots 1, 23 and 4; S1/2N1/2; SW1/4;

EXCEPTING FROM the abo described land in TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&, all petroleum, oil, natural gas, and products derived thereom, within or underlying said land or that may be produced trefrom and all rights thereto, together with the exclusive rig at all times to enter upon or in said land to prospect for a to drill, bore, recover and remove the same reserved by Southn Pacific Company by Deed recorded in Book 25, Page 279, DeeRecords, Eureka County, Nevada.

PARCEL 6:

TOWNSHIP 32 NORTH, RAN 45 EAST, M.D.B.&M. (Lander County)

Section 1: All;

Section 2: NE1/4; SF4; SW1/4; W1/2NW1/4; SE1/4NW1/4;

TOWNSHIP 32 NORTH, RAN 46 EAST, M.D.B.&M. (Lander County)

Section 6: Lots 3 &

TOWNSHIP 33 NORTH, RAN 44 EAST, M.D.B.&M. (Lander County)

Section 3: W1/2NW1/4SW1/4SE1/4; SW1/4;

Continued on next page

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E1/2E1/2E2;
Section
          4:
         9:
               E1/2E1/2E2;
Section
Section 10:
               All;
               N1/2NE1/4SW1/4NE1/4; W1/2; SE1/4;
Section 12:
EXCEPTING THEREFROM 4.acres, more or less, as conveyed by
Deed dated August 9, 17, executed by Russell Land and Cattle
Company to Western Pacic Railway Company, recorded in Book
51, Page 183, Deed Recds of Lander County, Nevada.
               NW1/4NW1/ S1/2NW1/4; S1/2;
Section 14:
Section 15:
               All;
               E1/2E1/2F2;
Section 16:
Section 21:
               E1/2E1/2N/4;
               N1/2; SE1; N1/2SW1/4; SE1/4SW1/4;
Section 22:
Section 23:
               A11:
Section 24:
               All;
Section 25:
               All;
Section 26:
Section 36:
               A11;
               All:
EXCEPTING THEREFROM 30 cres, more or less, as conveyed by Deed
dated April 22, 1903, ecuted by Russell and Bradley Land and Cattle Company to Centl Pacific Railway Company, recorded in Book 49, Page 754, DeeRecords of Lander County, Nevada..
TOWNSHIP 33 NORTH, RAN 46 EAST, M.D.B.&M. (Lander County)
               All;
Section
           1:
               All;
Section
          3:
Section
          5:
               A11:
Section
          7:
               All;
Section
          9:
               A11;
Section 11:
               All;
Section 13:
               All;
Section 15:
               A11;
               All;
Section 17:
Section 19:
               A11;
Section 21:
               All;
               Lots 1, 23, 4, 7, 8, 9 and 10; NW1/4;
Section 23:
               All that rtion of Lots 1, 2 and 7, lying westerly
Section 25:
               and northsterly of the following described line.
Commenciat the south quarter corner of said Section
                25:
                THENCE ncherly along the east line of the southwest
                quarter csaid Section 25, a distance of 493.70 feet;
                                           Continued on next page
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02010913

ESCROW NO.:

THENCE Noh 36°16' West, 2,205.80 feet; THENCE Noh 46°22' East, 1,796.00 feet, more or less to a poinof intersection with the west line of northeast quarter osaid Section 25, said point being the actual point of ginning of the line to be described; THENCE coinuing North 46°22' East, 1,712.00 feet; THENCE Noh 28°30' East, 689.50 feet, more or less, to a point of tersection with the north line of said Section 25.

Also, allhat part of the southwest quarter of said Section 2 lying westerly and southwesterly of the following escribed line. Beginning at the south quarter cner of said Section 25; THENCE nonerly along the east line of the southwest quarter cSection 25, a distance of 493.70 feet; THENCE Non 36°16' West, 2,205.80 feet; THENCE Noh 46°22' East, 572.30 feet, more or less, to a poinof intersection with the north line of the southwest uarter of said Section 25.

N1/2SW1/4Lots 1 & 2; N1/2; Section 29: Lots 1, 27, 8, 9, 10, 11 and 12; Section 33:

EXCEPTING FROM the abo described land in TOWNSHIP 33 NORTH, RANGE 46 EAST, M.D.B.&, all petroleum, oil, natural gas, and products derived thereom, within or underlying said land or that may be produced trefrom and all rights thereto, together with the exclusive rig at all times to enter upon or in said land to prospect for a to drill, bore, recover and remove the same reserved by Southn Pacific Company by Deed recorded in Book 67, Page 265, DeeRecords, Lander County, Nevada.

TOWNSHIP 33 NORTH, RAN 47 EAST, M.D.B.&M. (Lander County)

Lots 1, 23 and 4; S1/2N1/2; SW1/4; Section Lots 1, 23 and 4; NE1/4; E1/2W1/2; Section 7:

All that rtion of the northeast quarter lying westerly d northwesterly of the following described Section 9: line; Coencing at the southwest corner of said

Section 9

THENCE Sch 89°54' East, 518.00 feet; THENCE Nch 45°30' East, 3,759.10 feet, more or less, to a poir of intersection with the south line of the northeastuarter of said Section 9 and the actual point of ginning of the line to be described; Continued on next page

THENCE fr said point continuing North 45°30' East, 2,894.20 et more or less, to a point of intersection with the st line of said Section 9.

All that rtion of NE1/4 lying northerly and Section 17: northwestly of the following described line; beginning at a poinon the east line of said Section 17, that is distansoutherly thereon, 667.50 feet from the northeastorner of said Section 17; THENCE Son 38°51' West, 1,400.00 feet; THENCE Son 63°15' West, 1,960.00 feet more or less to a point f intersection with the south line of the northeastwarter of said Section 17.

EXCEPTING FROM the abo described land in TOWNSHIP 33 NORTH, RANGE 47 EAST, M.D.B.&, all petroleum oil, natural gas, and products derived thereom, within or underlying said land or that may be produced trefrom and all rights thereto, together with the exclusive rig at all times to enter upon or in said land to prospect for a to drill, bore, recover and remove the same reserved by Southn Pacific Company by Deed recorded in Book 67, page 265, DeeRecords, Lander County, Nevada.

TOWNSHIP 34 NORTH, RAN 44 EAST, M.D.B.&M. (Lander County)

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NW1/4; N1SW1/4; SE1/4SW1/4;
Section 26:
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E1/2E1/2E2; Section 33:

SW1/4NW1/ N1/2SW1/4; SE1/4SW1/4; NW1/4SE1/ E1/2SE1/4;

Section 36: Section 36:

TOWNSHIP 34 NORTH, RAN 46 EAST, M.D.B.&M. (Lander County)

Section 1: All; 3: All; Section All: Section 5: Section 7: All; Section 9: All; Section 11: All; Section 13: All; Section 15: All; Section 17: All: Section 19: All; Section 21: All: Section 23: All; Section 25: A11; Section 27: A11;

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ESCROW NO.: 02010913
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Section 29: All;
Section 31: All;
Section 33: All;
Section 35: All;
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EXCEPTING FROM the abo described land in TOWNSHIP 34 NORTH, RANGE 46 EAST, M.D.B.&, all petroleum, oil, natural gas, and products derived thereom, within or underlying said land or that may be produced trefrom and all rights thereto, together with the exclusive rig at all times to enter upon or in said land to prospect for a to drill, bore, recover and remove the same reserved by Southn Pacific Company by Deed recorded in Book 67, Page 265, DeeRecords, Lander County, Nevada.

TOWNSHIP 34 NORTH, RAN 47 EAST, M.D.B.&M. (Lander County)

```
1:
              All:
Section
              All;
Section
          3:
              All:
Section
         5:
Section
          7:
              All;
Section
          9:
              All:
Section 11:
              All;
              Lots 1 an2; W1/2NE1/4; W1/2;
Section 13:
Section 15:
Section 17:
              All;
              A11:
Section 19:
              All;
Section 21:
              All;
              Lots 1 an2; N1/2SW1/4; N1/2;
Section 23:
              Lots 1 an2 of NE1/4; Lots 6 & 7 of SW1/4;
Section 25:
              and that rtion of the south half of northeast quarter
              lying wesrly and northwesterly of the following
              describedine; beginning at a point on the east
              line of sd Section 25, that is distant southerly thereon 190.20 feet from the northeast corner of
               said Sectn 25;
              THENCE Soh 44°00' West, 1,320.30 feet, more or less, to point of intersection with the south line
               of the ncheast quarter of said Section 25. And that
              portion othe east half of southwest quarter lying
               westerly d northwesterly of the following described
               line; coencing at the northeast corner of said
               Section 2
               THENCE scherly along the east line of said Section
               25, a disnce of 1,690.20 feet;
               THENCE Sch 44°00' West, 3,762.80 feet, more or less,
               to a poin of intersection with the east line of the
                                        Continued on next page
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southwest warter of said Section 25 and the actual point of ginning of the line to be described; THENCE fr said point, continuing South 44°00' West, 1,253.00 et, more or less, to a point of intersection with the uth line of said Section 25.

Lots, 1, 4 and 5; W1/2NE1/4; NW1/4; N1/2SW1/4; Section 27: Section 29:

All; Section 31: A11; Section 33: All;

Lots 1 an2 of NE1/4; Lots 6 and 7 of SW1/4; Section 35: and that rtion of the S1/2 of NE1/4 lying westerly and northsterly of the following described line; commencinat the southwest corner of said Section 35; THENCE eaerly along the south line of said Section 35,

a distancof 1,801.80 feet;

THENCE Noh 44°30' East, 3,758.80 feet, more or less, to a poinof intersection with the south line of the northeastuarter of said Section 35, and the actual point of ginning of the line to be described; THENCE fr said point continuing North 44°30' East, 1,255.40 et, more or less to a point of intersection with the st line of said Section 35. And that portion of the E1 of SW1/4 lying westerly and northwesterly of the fcowing described line; beginning at a point on the sch line of said Section 35, that is distant easterly ereon 1,801.80 feet from the southwest corner of said Stion 35;

THENCE Noh 44°30' East, 1,251.60 feet, more or less, to a poinof intersection with the east line of the southwest larter of said Section 35.

EXCEPTING FROM the abo described land in TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&, all petroleum, oil, natural gas, and products derived thereom within or underlying said land or that may be produced therefm and all rights thereto, together with the exclusive right at allimes to enter upon or in said land to prospect for and to drill, bore recover and remove the same reserved by Southern Pacific Compa by Deed recorded in Book 67, Page 265, Deed Records, Lander County Nevada.

TOWNSHIP 34 NORTH, RAN 48 EAST, M.D.B.&M. (Lander County)

Section 7: Lots 1, 23 and 4; NE1/4; E1/2W1/2;

EXCEPTING FROM the abo described land in TOWNSHIP 34 NORTH, Continued on next page

7:

Section

Section 10: Section 11:

Section 12:

Section 15:

W1/2W1/2;

SE1/4SE1/

N1/2SE1/4SW1/4;

RANGE 48 EAST, M.D.B.& all petroleum, oil, natural gas, and products derived thereom, within or underlying said land or that may be produced trefrom and all rights thereto, together with the exclusive rig at all times to enter upon or in said land to prospect for a to drill, bore, recover and remove the same reserved by Southn Pacific Company by Deed recorded in Book 67, Page 265, DeeRecords, Lander County, Nevada. TOWNSHIP 35 NORTH, RAN 45 EAST, M.D.B.&M. (Lander County) E1/2SE1/4SW1/4SE1/4; Section 9: Section 10: N1/2; W1/W1/4; N1/2NE1/4SW1/4NE1/4; S1/2NW1/4; NW1/4SW1/4; Section 16: NE1/4NW1/ NW1/4NE1/ N1/2NW1/4; Section 20: TOWNSHIP 36 NORTH, RAN 45 EAST, M.D.B.&M. (Elko County) 4: SE1/4NE1/ E1/2SE1/4; NW1/4NW1/ SE1/4NW1/4; NE1/4SW1/4; SW1/4SW1/4; Section 10: NW1/4NE1/ Section 16: TOWNSHIP 36 NORTH, RAN 46 EAST, M.D.B.&M. (Elko County) Lot 1; SF4NE1/4; Section 1: SW1/4SE1/ NW1/4SW1/4; S1/2SW1/4; Section 5: Lots 1, 23 and 4; SE1/4NE1/4; NW1/4SE1/4; 6: Section Section 6: NE1/4SE1/ N1/2SE1/4SE1/4SE1/4; NE1/4SW1/4; Lot 2 and Lot 3; NW1/4NE1/ S1/2NE1/4; NE1/4NW1/4; 7: Section Section 8: Section 9: SE1/4SW1/ SW1/4NE1/ N1/2NW1/4; SE1/4NW1/4; Section 17: TOWNSHIP 36 NORTH, RAN 46 EAST, M.D.B.&M. (Lander County) Section 16: SW1/4SE1/ N1/2SW1/4; NE1/4SE1/ Section 17: TOWNSHIP 36 NORTH, RAN 47 EAST, M.D.B.&M. (Elko County) 6: Lot 5; W1SW1/4; Section

N1/2NE1/4NE1/4NW1/4; S1/2NW1/4; NW1/4SW1/4;

N1/2NE1/4SW1/4NE1/4; NE1/4NW1/4; S1/2NW1/4

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SE1/4NE1/
Section 16:
Section 18:
             Lot 1 andot 2;
TOWNSHIP 36 NORTH, RAN 47 EAST, M.D.B.&M. (Lander County)
Section 16:
             N1/2SE1/4S1/2SW1/4; SW1/4SE1/4;
             Lot 3 (NW4SW1/4); Lot 4 (SW1/4SW1/4);
Section 18:
             NW1/4; W1SE1/4; N1/2SW1/4; SE1/4SW1/4;
Section 19:
             NE1/4NE1/ S1/2NE1/4; NW1/4SE1/4; NE1/4SW1/4;
Section 20:
             S1/2SW1/4
             N1/2NW1/4
Section 21:
             NW1/4NW1/
Section 29:
Section 30:
             NE1/4NE1/ W1/2E1/2;
             SE1/4NE1/ SE1/4NW1/4; E1/2SW1/4;
Section 30:
TOWNSHIP 36 NORTH, RAN 48 EAST, M.D.B.&M. (Elko County)
             Lots 2, 3nd 4; S1/2NW1/4;
Section
         5:
             Lots 6 an 7; SE1/4NE1/4; E1/2SW1/4; N1/2SE1/4;
Section
        6:
TOWNSHIP 36 NORTH, RAN 51 EAST, M.D.B.&M. (Elko County)
             NW1/4SW1/ SE1/4SW1/4;
Section
         5:
             SE1/4NE1/ SW1/4NW1/4; NE1/4SE1/4; W1/2SW1/4;
Section
         6:
             Lots 2, 3nd 4; SW1/4NE1/4;
             N1/2NW1/4
         8:
Section
TOWNSHIP 37 NORTH, RAN 45 EAST, M.D.B.&M.
                                           (Elko County)
             NW1/4NW1/
Section 26:
             SE1/4NE1/ SW1/4SE1/4;
Section 36:
TOWNSHIP 37 NORTH, RAN 46 EAST, M.D.B.&M.
                                            (Elko County)
             SE1/4SE1/
Section 13:
             E1/2E1/2; W1/4NE1/4; W1/2SE1/4;
Section 24:
             E1/2E1/2; 1/2NE1/4; SW1/4SE1/4; E1/2W1/2;
Section 25:
             NW1/4SE1/
             S1/2NW1/4
Section 28:
             S1/2N1/2;
Section 29:
             NW1/4NE1/ SE1/4NE1/4; NE1/4NW1/4;
Section 30:
             E1/2E1/2;
Section 36:
             NW1/4NE1/ NE1/4NW1/4;
Section 36:
TOWNSHIP 37 NORTH, RAN 47 EAST, M.D.B.&M. (Elko County)
                                     Continued on next page
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ESCROW NO.:
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Section 13:
             SE1/4NE1/
TOWNSHIP 37 NORTH, RAN 48 EAST, M.D.B.&M. (Elko County)
         6:
             Lot 1; S1NE1/4; E1/2SW1/4; NW1/4SE1/4;
Section
Section
         7:
             SW1/4NE1/ E1/2NW1/4; W1/2SE1/4;
Section 17:
             N1/2SW1/4
             Lot 2 of /1/4; N1/2NE1/4; SE1/4NE1/4; SE1/4NW1/4;
Section 18:
             NE1/4SE1/
             NE1/4NE1/
Section 20:
             S1/2S1/2; E1/4SE1/4;
Section 25:
             S1/2SE1/4SE1/4SW1/4;
Section 26:
             W1/2SE1/4SE1/4SW1/4;
Section 28:
Section 32:
             NE1/4SE1/ S1/2SE1/4;
Section 33:
             NE1/4; E1NW1/4; N1/2SW1/4;
Section 34:
             N1/2N1/2;
             NW1/4NW1/
Section 35:
TOWNSHIP 37 NORTH, RAN 49 EAST, M.D.B.&M. (Elko County)
             Lot 4 (NW4NW1/4);
Section
         2:
Section
        3:
             Lots 1, 23 and 4 (N1/2N1/2);
             Lots 1, 2nd 3; S1/2NW1/4; W1/2SW1/4;
Section
        4:
             Lot 2 (NW4NE1/4); SW1/4NE1/4; NW1/4SE1/4;
Section
        5:
             S1/2SE1/4E1/2SW1/4;
             Lots 4 ar 7;
Section
         6:
             Lot 4;
Section
        7:
             W1/2NE1/4E1/2W1/2;
Section
        8:
             NE1/4SE1/ S1/2SE1/4; SE1/4SW1/4;
Section 13:
             N1/2NE1/4
Section 16:
             W1/2NE1/4E1/2NW1/4; SE1/4;
Section 17:
Section 18:
             Lot 4;
Section 19:
             Lot 4;
Section 20:
             E1/2;
             NE1/4NW1/ W1/2W1/2;
Section 24:
Section 25:
             W1/2W1/2;
             SE1/4SE1/
Section 26:
             NW1/4NE1/ N1/2NW1/4; SW1/4NW1/4;
Section 29:
             NE1/4NE1/ S1/2NE1/4; NW1/4SE1/4; NE1/4SW1/4;
Section 30:
             Lot 3 (NW 4SW1/4); Lot 4 (SW1/4SW1/4);
TOWNSHIP 37 NORTH, RAN 50 EAST, M.D.B.&M. (Elko County)
             Lots 1 an3; S1/2SW1/4; S1/2SE1/4;
Section
         3:
             Lots 2 ar5; SE1/4NW1/4; E1/2SW1/4;
Section
         6:
             E1/2NW1/4NE1/4SW1/4; SE1/4SW1/4; SW1/4SE1/4;
Section
         7:
                                     Continued on next page
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Section
          8:
              NE1/4SE1/ SW1/4SE1/4;
              NE1/4NE1/ S1/2NE1/4; N1/2SW1/4;
NE1/4NW1/ S1/2NW1/4; NW1/4SE1/4; SE1/4SE1/4;
Section
         9:
Section 10:
              Lots 1 ar 2 (E1/2NE1/4); SW1/4NE1/4; NE1/4SW1/4;
Section 15:
              S1/2SW1/4NW1/4SE1/4;
              SW1/4SE1/
Section 16:
Section 17:
              E1/2NW1/4SW1/4;
              Lots 2 ar3; E1/2NW1/4; NE1/4SW1/4; N1/2SE1/4;
Section 18:
              E1/2SE1/4NE1/4NW1/4; N1/2NE1/4; SE1/4NE1/4;
Section 20:
              SE1/4NW1/ E1/2SW1/4;
Section 21:
              W1/2NW1/4N1/2NE1/4; NE1/4NW1/4; N1/2SW1/4;
              SE1/4SW1/ S1/2SE1/4;
              SW1/4SW1/ Lot 2 (SE1/4NE1/4); NW1/4NE1/4;
Section 22:
              N1/2NW1/4N1/2SW1/4; SE1/4SW1/4; W1/2SE1/4;
              E1/2SW1/4W1/2NW1/4; NW1/4SW1/4;
Section 27:
Section 28:
Section 29:
              SE1/4NW1/ N1/2SW1/4; SW1/4SW1/4;
              SE1/4NW1/ NE1/4SW1/4; W1/2SE1/4;
              NE1/4NE1/
Section 30:
              NW1/4NE1/ NE1/4NE1/4; S1/2NE1/4; NE1/4SW1/4;
Section 32:
              NW1/4SE1/
Section 33:
              NW1/4NE1/ N1/2NW1/4;
              Lots 1 am 2 (E1/2NE1/4); W1/2SE1/4; NW1/4NE1/4;
Section 34:
              NE1/4NW1/
TOWNSHIP 37 NORTH, RAN 51 EAST, M.D.B.&M. (Elko County) .
              W1/2W1/2;
          3:
Section
              Lot 1 (NF4NE1/4); SW1/4NW1/4; S1/2;
Section
          4:
              Lot 2 (NW4NE1/4); SE1/4NE1/4;
         5:
Section
              Lots 1 an 2 (W1/2NW1/4); Lot 3 (NW1/4SW1/4);
Section
          7:
              NW1/4NE1/ NE1/4NW1/4; SW1/4SE1/4; S1/2SW1/4;
              NW1/4NE1/ S1/2NE1/4; NE1/4NW1/4;
Section
          8:
              S1/2SW1/4S1/2NE1/4; SW1/4NW1/4; N1/2SW1/4;
Section
          9:
              NW1/4SE1/
Section 10:
              A11;
Section 12:
              W1/2NE1/4E1/2NW1/4;
              SW1/4SW1/
Section 13:
              S1/2NE1/4NW1/4; NE1/4SW1/4; SE1/4;
Section 14:
Section 15:
Section 16:
              NW1/4SW1/
              SW1/4SW1/ NW1/4NW1/4; E1/2SW1/4; N1/2SE1/4;
              SW1/4SE1/
              SW1/4SE1/ N1/2SW1/4; SE1/4SW1/4; NW1/4SE1/4;
Section 17:
              SE1/4SE1/ SW1/4NE1/4; E1/2NE1/4;
SW1/4NE1/ NW1/4NE1/4; SW1/4SE1/4; SE1/4SW1/4;
Section 18:
              Lot 4 (SW4SW1/4);
              N1/2SE1/4
Section 18:
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Section 19:
             NE1/4SW1/
             SW1/4SW1/ E1/2W1/2;
Section 20:
             NE1/4NW1/ NW1/4SE1/4; S1/2SE1/4; SW1/4NE1/4;
Section 21:
             SE1/4NW1/
             SE1/4NE1/ SE1/4NW1/4;
Section 22:
             N1/2; W1/E1/4;
Section 24:
             NW1/4NW1/ SW1/4SW1/4;
Section 27:
             E1/2NE1/4NE1/4SE1/4; S1/2S1/2;
Section 28:
             SW1/4NW1/ SE1/4SE1/4; E1/2W1/2; W1/2E1/2;
Section 29:
Section 30:
             Lot 3 (NW4SW1/4);
             NW1/4SE1/ SE1/4NW1/4; E1/2SW1/4; NE1/4SE1/4;
Section 31:
Section 32:
             NE1/4NE1/ W1/2NE1/4; N1/2S1/2; SE1/4SE1/4;
TOWNSHIP 37 NORTH, RAN 52 EAST, M.D.B.&M. (Elko County)
             Lot 2 (NW4NE1/4); SW1/4NE1/4; SE1/4NW1/4;
Section
        2:
             N1/2SW1/4SW1/4SW1/4; NW1/4SE1/4;
             SE1/4; N1SW1/4;
Section
         3:
Section
         4:
             SW1/4NE1/ S1/2NW1/4; SW1/4; N1/2SE1/4;
             Lots 1 an 2 (N1/2NE1/4); S1/2NE1/4; SE1/4;
Section
        5:
         7:
             S1/2S1/2;
Section
         8:
             S1/2S1/2;
Section
             NW1/4; SE4; S1/2SW1/4;
        9:
Section
Section 10:
             E1/2NE1/4S1/2;
             NW1/4NW1/ W1/2SW1/4; SW1/4NW1/4; NW1/4SE1/4;
Section 11:
Section 18:
             W1/2E1/2;
             W1/2NE1/4S1/2NW1/4; N1/2SW1/4; SE1/4;
Section 19:
TOWNSHIP 37 NORTH, RAN 53 EAST, M.D.B.&M. (Elko County)
             Lot 1 (NF4NE1/4);
         5:
Section
TOWNSHIP 38 NORTH, RAN 47 EAST, M.D.B.&M. (Elko County)
             NW1/4NW1/ SE1/4NW1/4; W1/2SE1/4;
Section 12:
             NE1/4NE1/ NW1/4SW1/4;
Section 13:
TOWNSHIP 38 NORTH, RAN 48 EAST, M.D.B.&M. (Elko County)
             SW1/4NE1/ NW1/4SE1/4;
Section
         10
             W1/2SW1/4
Section
        4:
Section 12:
             SE1/4NW1/ N1/2SW1/4;
             NW1/4NW1/
Section 17:
TOWNSHIP 38 NORTH, RAN 49 EAST, M.D.B.&M. (Elko County)
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S1/2NE1/4N1/2NW1/4; SE1/4NW1/4; N1/2SE1/4;
Section
         1:
              SE1/4SE1/
Section
         2:
             NE1/4NE1/
         7:
             SE1/4NE1/
Section
              S1/2N1/2;
Section
         8:
         9:
              W1/2SW1/4
Section
              SW1/4SW1/ W1/2NW1/4; E1/2SW1/4;
Section 16:
              SE1/4SE1/ SE1/4SW1/4;
Section 17:
Section 19:
Section 21:
             Lot 4 (SW4SW1/4); SE1/4SE1/4;
             W1/2NW1/4NW1/4SW1/4; SE1/4SW1/4;
             NE1/4SE1/ S1/2SE1/4;
Section 22:
             NW1/4SE1/ S1/2SE1/4; N1/2SW1/4;
Section 23:
              SW1/4SW1/
Section 24:
              SW1/4NW1/ NE1/4; N1/2NW1/4;
Section 25:
Section 26:
              SE1/4NE1/ N1/2SW1/4;
             W1/2NE1/4SE1/4NW1/4; NE1/4SW1/4; S1/2SW1/4;
Section 27:
             E1/2NW1/4NW1/4SW1/4; S1/2SW1/4;
Section 28:
Section 29:
Section 30:
             SE1/4SE1/ NE1/4SW1/4;
             NE1/4SE1/
Section 31:
             Lot 1 (NW4NW1/4);
             E1/2NE1/4SE1/4NW1/4; S1/2SE1/4; NE1/4SW1/4;
Section 32:
Section 33:
             NE1/4SE1/ S1/2SE1/4;
             W1/2W1/2; E1/4SE1/4; S1/2SE1/4;
Section 34:
              SW1/4NE1/ N1/2S1/2; SW1/4SW1/4;
Section 35:
Section 36:
             N1/2S1/2;
TOWNSHIP 38 NORTH, RAN 50 EAST, M.D.B.&M. (Elko County)
         3:
              All:
Section
Section
         4:
             All;
             Lots 1, 23 and 4 (N1/2N1/2); SE1/4NE1/4;
         5:
Section
              SE1/4; SE4SW1/4;
              SW1/4SW1/
Section
         6:
             N1/2NW1/4SE1/4NW1/4; SE1/4; NE1/4SW1/4;
Section
         7:
             NE1/4; E1NW1/4; S1/2;
Section
         8:
         9:
Section
             All;
Section 10:
             All;
Section 15:
             All:
Section 16:
              All:
Section 17:
Section 18:
Section 19:
              A11;
              E1/2;
              E1/2; E1/W1/4;
Section 20:
              All;
              A11;
Section 21:
Section 22:
              All;
             N1/2NE1/4SW1/4NE1/4; NW1/4; NW1/4SW1/4;
Section 27:
                                       Continued on next page
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Section 28:
             N1/2; NW4SE1/4; SW1/4;
Section 29:
              All;
Section 30:
              A11:
Section 31:
              N1/2; N151/2;
Section 32:
             N1/2; N1\beta1/2;
TOWNSHIP 38 NORTH, RAE 51 EAST, M.D.B.&M. (Elko County)
Section
         6:
             N1/2; SE1; N1/2SW1/4; SW1/4SW1/4;
Section
         7:
             N1/2NE1/ SE1/4NE1/4; NW1/4; SE1/4SW1/4; SE1/4;
             NE1/4; S/4NW1/4; E1/2SE1/4; SW1/4;
Section 18:
             SE1/4SE1; E1/2NE1/4; SE1/4NW1/4; N1/2SE1/4;
Section 19:
             SE1/4SW1; Lots 1 and 2 (W1/2NW1/4);
             Lot 4 (SV4SW1/4)
Section 20:
             S1/2S1/2,
Section 21:
             S1/2SE1/
Section 22:
             SW1/4SE1/
Section 23:
             S1/2SW1/4
Section 27:
             N1/2; N1/31/2;
             NE1/4NE1; NW1/4NE1/4; S1/2NE1/4; NW1/4; N1/2SE1/4;
Section 28:
Section 29:
             NE1/4; N1NW1/4;
             W1/2; NEINE1/4; W1/2NE1/4;
Section 30:
Section 34:
             W1/2SW1/4
TOWNSHIP 38 NORTH, RAN 52 EAST, M.D.B.&M. (Elko County).
Section
             Lot 1 (NF4NE1/4); SE1/4NE1/4; N1/2SE1/4;
         1:
             SW1/4SE1/
             Lot 4 (Nv'4NW1/4); SE1/4NW1/4; SW1/4; S1/2SE1/4;
Section
         2:
             S1/2N1/2;1/2;
Section
         4:
             Lots 1 ar 2 (N1/2NE1/4);
Section
        5:
Section
             Lot 3 (NF4NW1/4); Lots 4, 5, 6 and 7 (W1/2W1/2);
         6:
             SE1/4NW1/ E1/2SW1/4;
Section
         7:
             NE1/4; NF4NW1/4;
             SW1/4NW1/ SW1/4;
         8:
Section
Section
         9:
             All;
Section 10:
             All;
Section 11:
             A11;
Section 12:
             W1/2NE1/4SW1/4SE1/4;
Section 13:
             NW1/4NE1/ S1/2N1/2; N1/2S1/2; SE1/4SW1/4;
             SW1/4SE1/
Section 14:
             N1/2NE1/4SE1/4NE1/4; SE1/4NW1/4; N1/2SW1/4;
             SW1/4SW1/
Section 15:
             NE1/4; SW4; E1/2NW1/4;
Section 15:
             W1/2NW1/4 SE1/4;
Section 16:
             SW1/4NE1/ N1/2NW1/4; SE1/4NW1/4; NE1/4SW1/4;
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S1/2SW1/ NW1/4SE1/4;
              W1/2NE1/ S1/2SE1/4; W1/2;
Section 17:
Section 18:
              SE1/4SE1;
Section 19:
             NW1/4NE1: SE1/4NW1/4; NE1/4SW1/4;
              Lot 4 (SV4SW1/4); SE1/4;
             E1/2NW1/ NW1/4SE1/4; SW1/4SE1/4; S1/2SW1/4;
Section 20:
             W1/2NW1/ N1/2SW1/4; E1/2SE1/4;
Section 21:
             W1/2NW1/
Section 24:
             W1/2E1/2E1/2W1/2; W1/2NW1/4; NW1/4SW1/4;
Section 25:
             SE1/4SE1; W1/2E1/2; E1/2W1/2;
             SW1/4NE1; NW1/4; S1/2;
Section 26:
Section 27:
             N1/2NW1/ SE1/4NW1/4; SW1/4NE1/4; N1/2SE1/4;
             E1/2NW1/ NE1/4SW1/4; SW1/4SW1/4; W1/2NW1/4;
Section 29:
             NW1/4SW1; SE1/4SW1/4;
Section 32:
             W1/2SE1/*E1/2SE1/4; SW1/4;
Section 33:
             S1/2NW1/
Section 34:
             N1/2N1/2
Section 35:
             N1/2; NE SW1/4; SE1/4;
Section 36:
             N1/2NE1/4SW1/4NE1/4; W1/2; N1/2SE1/4;
TOWNSHIP 38 NORTH, RAN 53 EAST, M.D.B.&M. (Elko County)
Section 17:
             W1/2NW1/4
             NE1/4NE1; SW1/4NE1/4;
Section 32:
Section 33:
             SE1/4SW1; SW1/4SE1/4; N1/2NE1/4; NW1/4; N1/2SW1/4;
             NW1/4NW1/
Section 34:
TOWNSHIP 39 NORTH, RAN 49 EAST, M.D.B.&M.
                                           (Elko County)
Section
         8:
             SE1/4SE1/
Section
        9:
             S1/2S1/2;
Section 10:
             S1/2S1/2;
             S1/2S1/2;
Section 11:
Section 12:
             S1/2SW1/6
             S1/2NE1/4NW1/4;
Section 13:
Section 14:
             NE1/4; E1NW1/4;
Section 15:
             N1/2NE1/4E1/2SE1/4; NE1/4SW1/4;
             NW1/4NW1/ SE1/4NW1/4; NW1/4SE1/4; S1/2SE1/4;
Section 16:
             NE1/4SW1/ SW1/4SW1/4;
Section 17:
             E1/2E1/2;
Section 20:
             E1/2NE1/4SE1/4;
Section 21:
             S1/2NE1/4NE1/4NW1/4; SW1/4NW1/4; W1/2SE1/4; SW1/4;
             W1/2NW1/4N1/2SE1/4; SE1/4SE1/4; SW1/4;
Section 22:
Section 23:
             S1/2S1/2;
             S1/2SE1/4SW1/4;
Section 24:
Section 25:
             A11;
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Section 26:
               All;
Section 27:
               All;
Section 28:
              N1/2N1/2SE1/4NE1/4;
Section 29:
              NE1/4;
Section 31:
              S1/2NE1/
              N1/2NE1/ SE1/4NE1/4; NE1/4NW1/4;
Section 34:
Section 35:
              N1/2; SE1; N1/2SW1/4;
Section 36:
              A11;
TOWNSHIP 39 NORTH, RAE 50 EAST, M.D.B.&M. (Elko County)
Section 7:
              S1/2S1/2
Section 10:
              Lot 3 (N\(\frac{4}{3}\)E1/4); \(\text{W1}/2\)SE1/4;
Section 15:
              SW1/4; W2SE1/4; Lots 3 and 4 (E1/2SE1/4);
Section 16:
Section 17:
              W1/2W1/2; N1/2SE1/4; NE1/4SW1/4;
              All;
Section 18:
              N1/2; SE1; NE1/4SW1/4; S1/2SW1/4;
              N1/2; NWESE1/4; SE1/4SE1/4; N1/2SW1/4; SW1/4SW1/4;
Section 19:
              NW1/4NW1/ SE1/4; SE1/4SW1/4;
Section 20:
              E1/2SE1/4N1/2; W1/2SE1/4; SW1/4;
Section 21:
Section 22:
              N1/2NW1/4W1/2NE1/4; S1/2NW1/4; SW1/4; W1/2SE1/4;
              Lots 1 ar 2 (E1/2NE1/4)
              S1/2SW1/4SW1/4SE1/4; NW1/4NE1/4; NW1/4; N1/2SW1/4;
Section 27:
              Lots 3 ar 4 (E1/2SE1/4);
              NE1/4NE1/ S1/2NE1/4; SE1/4NW1/4; N1/2SW1/4;
SW1/4SW1/ NW1/4SE1/4; NE1/4SE1/4; S1/2SE1/4;
SE1/4SW1/ NW1/4NE1/4; N1/2NW1/4; SW1/4NW1/4;
Section 28:
              SE1/4SE1/ NE1/4NE1/4; NE1/4SE1/4; W1/2E1/2; W1/2;
Section 29:
Section 30:
              Lots 1, 23 and 4 (W1/2W1/2); E1/2SW1/4; S1/2SE1/4;
              N1/2; SE1; NW1/4SW1/4; S1/2SW1/4;
Section 31:
Section 32:
              SW1/4NE1/ SE1/4NW1/4; SE1/4NE1/4; SW1/4NW1/4;
              N1/2N1/2; 1/2;
              NW1/4NE1/ NW1/4NW1/4; E1/2NE1/4; NE1/4NW1/4;
Section 33:
              SW1/4NW1/ SW1/4NE1/4; SE1/4NW1/4; S1/2;
Section 34:
              S1/2NE1/4E1/2NW1/4; S1/2; NW1/4NE1/4; NW1/4NW1/4;
              SW1/4NW1/ Lot 1 (NE1/4NE1/4);
TOWNSHIP 39 NORTH, RAN 51 EAST, M.D.B.&M. (Elko County)
Section 36: E1/2E1/2;
TOWNSHIP 39 NORTH, RAN 52 EAST, M.D.B.&M. (Elko County)
Section 21:
              SE1/4SE1/
Section 22:
              E1/2NE1/4SW1/4SW1/4; SE1/4SE1/4; E1/2W1/2;
              W1/2E1/2;
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NW1/4NE1; S1/2NE1/4; NE1/4NW1/4; SW1/4NW1/4;
Section 23:
             N1/2SE1/6SW1/4SE1/4; S1/2SW1/4;
Section 24:
             S1/2S1/2;
             NE1/4SW1/ S1/2SW1/4;
Section 25:
Section 26:
             NE1/4;
             E1/2SE1/4
Section 26:
Section 28:
             NE1/4; NF4NW1/4; SE1/4SW1/4;
             NE1/4SE1/
Section 29:
             Lots 1, 23 and 4 (W1/2W1/2);
Section 30:
             Lots 1, 23 and 4 (W1/2W1/2); SW1/4NE1/4;
Section 31:
             SE1/4NW1/ E1/2SW1/4;
             SW1/4NE1/ NW1/4SW1/4; S1/2S1/2;
Section 32:
             NE1/4NE1/ S1/2NE1/4; N1/2SE1/4; SW1/4SE1/4;
Section 33:
             NW1/4; E1SE1/4;
Section 34:
             W1/2SE1/4
Section 34:
             E1/2NE1/4NW1/4; S1/2SW1/4;
Section 35:
Section 35:
             N1/2S1/2;
Section 36:
             All;
TOWNSHIP 39 NORTH, RAN 53 EAST, M.D.B.&M. (Elko County)
Section 30: SW1/4NE1/ NE1/4NW1/4;
PARCEL 7:
                                            (Elko County)
TOWNSHIP 36 NORTH, RAN 46 EAST, M.D.B.&M.
             SE1/4SE1/
Section
         5:
Section
         7:
             SE1/4NW1/
Section
         8:
             SW1/4SW1/
PARCEL 8:
TOWNSHIP 33 NORTH, RAN 44 EAST, M.D.B.&M. (Humboldt County)
Section
             W1/2E1/2F2; W1/2E1/2; W1/2;
         5:
             All:
Section
             N1/2NE1/4
Section
         8:
             W1/2E1/2F2; W1/2E1/2; E1/2SW1/4; NW1/4;
Section
         9:
             W1/2E1/2F2; W1/2E1/2; E1/2NW1/4;
Section 16:
Section 21:
             W1/2E1/2N/4;
TOWNSHIP 34 NORTH, RAN 44 EAST, M.D.B.&M. (Humboldt County)
Section 31:
             A11;
Section 32:
             All:
                                     Continued on next page
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Section 33: W1/2E1/2; W1/2E1/2E1/2;

PARCEL 9:

TOWNSHIP 34 NORTH, RAM 43 EAST, M.D.B.&M. (Humboldt County)

Section 13: SE1/4SE1/

EXCEPTING THEREFROM a rip of land 100 feet in width being 50 feet on each side of t parallel with the located center line of the Western Pacificailway Company's line of railroad as the same is staked outnd located over and across Section 13, as set forth in Deed rorded in Book 41, Page 221, Deed Records of Humboldt Coty, Nevada.

Section 24: E1/2E1/2;

TOWNSHIP 33 NORTH, RAW 44 EAST, M.D.B.&M. (Humboldt County)

Section 9: W1/2SW1/4

Parcel A of that certa Parcel Map for Nevada Land and Resource Company, L.L. lying within Section 17, TOWNSHIP 33 NORTH, RANGE 44 EAST, D.B.&M., recorded in the Office of the Humboldt County Record on July 16, 1997, under File No. 1997-6509, Humboldt Coty, Nevada.

TOWNSHIP 34 NORTH, RAN 44 EAST, M.D.B.&M.

Section 18: Lot 4 of a SW1/4;

Section 19: All;

Section 20: SW1/4SW1/

Section 29: All;

Section 30: E1/2SW1/4Lot 3 SW1/4; E1/2; NW1/4;

EXCEPTING FROM the W1/W1/4 of Section 34, TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&, W1/2W1/2 of Section 3, Lot 1, S1/2; SW1/4NW1/4; of Section, TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B.&M., all of the rite mineral estate conveyed to Peabody Calada Inc., a Califora Corporation by Quitclaim Deeds recorded in Book 342, ge 632, Book 343, Page 201, Book 372, Page 448 and Book 375, age 354, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM11 of the above described land except that portion within alof Sections 1, 11, 13 and 23, TOWNSHIP Continued on next page

34 NORTH, RANGE 47 EAS M.D.B.&M., and the W1/2 and NE1/4 of Section 5 and the N1/2/2 and SW1/4 of Section 7, TOWNSHIP 34 NORTH, RANGE 48 EAST, D.B.&M., all metals, ores, and minerals of every kind and charter whatsoever, precious and base, metallic and non-metalc, lying in and under said land, including, but in no w limited to, gold, silver, barite, coal, oil, gas, associed hydrocarbon substances, and geothermal resources, reserved by Echo Bay Exploration, Inc., a Delaware corpotion, et al, in Deeds recorded May 8, 1990 in Book 720, Page62, Official Records, Elko County, Nevada, May 21, 1990 in Book 210, Page 363, Official Records, Eureka County, Nevada, ecorded May 22, 1990 in Book 345, Page 449, Official Records, ander County, Nevada and May 21, 1990 in Book 289, Page 418, fficial Records, Humboldt County, Nevada.

FURTHER EXCEPTING FROM11 of the above parcels, all the lands lying within the right of way of the Western Pacific Railroad Company and the Southe Pacific Transportation Company whether specifically excepted ove.

FURTHER EXCEPT the bare in the following described land:

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TOWNSHIP 37 NORTH, RAN 51 EAST M.D.B.&M.

Section 3: W1/2W1/2

Section 4: Lot 1; S1/ SW1/4NW1/4;

TOWNSHIP 38 NORTH, RAN 51 EAST, M.D.B.&M.

Section 34: W1/2SW1/4

BOOK 347 PAGE 211 OFFICIAL RECORDS ECOSPED AT THE ROBECT OF Stewart Julie Co 02 MAY 17 AM 9: 30

MACLA COUNTY HEVADA
M.M. REBALEATIL RECORDER
FILE NO. FEES 39

178110

BOOK 347 PAGE 236