

A G R E E M E N T

THIS AGREEMENT is made by and between DAVID EARL THURMAN, of 23028 Arlington, Apartment No. 1, Torrance, California 90501, hereinafter called David, and RALPH ELLSWORTH THURMAN, of P. O. Box 914, Milford, Utah 84751, hereinafter called Ralph, who agree as follows:

1. Recitals. David and Ralph are the only children and sole heirs of their father, LEO E. THURMAN, who died intestate at Panquitch, Garfield County, Utah on April 13, 1977, and whose Estate was administered in Probate No. 2074 in the Sixth Judicial District Court, Garfield County, Utah, and in Probate No. 1165 in the Seventh Judicial District Court, Lincoln County, Nevada. According to the laws of Utah and of Nevada David and Ralph are each entitled to one-half of the Estate of their said father. Some of the assets of their father's estate have already been distributed to David and to Ralph, and they now desire to agree concerning the division and distribution of the remaining assets of their father's estate.

2. David's Share of Remaining Assets. David shall take, as his share of the remaining assets of his father's estate, the following:

- a) The Escrow Contract dated August 13, 1970, executed by Leo Thurman as Seller and Sven Eric Levin and Ingrid Helga Levin and James Allen Ballard and Marie Lamoreaux Ballard as Buyers, covering Lots 13 and 14 of Garehime Tract, Clark County, Nevada, held in escrow by First Title Insurance Company of Las Vegas, Nevada, and all promissory notes, deeds of trust and collection agreements in connection therewith, and all amounts of money due and hereafter to become due and payable thereon.
- b) Lots 42 and 48 in Block 25 and Lots 45, 46 and 47 in Block 31, in Pioche, Nevada.
- c) One-Half of a Real Estate Contract executed by Leo Thurman as Seller and William Brown as Buyer, covering property in Pioche, Nevada, and One-Half of all promissory notes, deeds of trust and collection agreements in connection therewith, and One-Half of all amounts of money due and hereafter to become due and payable thereon.

3. Ralph's Share of Remaining Assets. Ralph shall take, as his share of the remaining assets of his father's estate, the following:

- a) Real estate in Circleville, Utah, described as follows: Beginning at a point 109 feet East of the Southwest Corner of Lot 3, Block 7, Gillies Addition to Circleville Townsite Survey and runs thence North 175 feet; thence East 138 1/2 feet to the East side of said Lot 3; thence South 175 feet; thence West 138 1/2 feet to the place of beginning, containing 0.55 acres.
- b) Real estate in Circleville, Utah, described as follows: Beginning at the Southwest corner of Lot Four, Block Seven, D. S. Gillis Addition to the Circleville Townsite Survey and running thence East Eighty-five feet; thence North One Hundred and three feet; thence West Eighty-five feet; thence South One Hundred and three feet back to the point of beginning. Situated in the Southeast Quarter of the Northeast Quarter of Section 26, Township 30 South, Range 4 West, Salt Lake Meridian.
- c) Two shares of Capital Stock in the Circleville Irrigation Company carrying rights to two shares of water.
- d) One-Half of a Real Estate Contract executed by Leo Thurman as Seller and William Brown as Buyer, covering property in Pioche, Nevada, and One-Half of all promissory notes, deeds of trust and collection agreements in connection therewith, and One-Half of all amounts of money due and hereafter to become due and payable thereon.

4. Prior Division of Assets Ratified. The division of assets already made is approved and ratified by the parties, and each party disclaims all right, title and interest to assets which have heretofore been distributed to the other party.

5. Execution of Additional Documents. Each party agrees to execute, acknowledge and deliver to the other party all Deeds, Assignments and other instruments of transfer necessary or convenient to fully and effectually carry out the provisions hereof.

6. Benefit. The covenants of the parties herein contained shall extend to, benefit and bind their respective heirs, executors, administrators, personal representatives, trustees and assigns.

WITNESS the hands and seals of the parties the dates and places

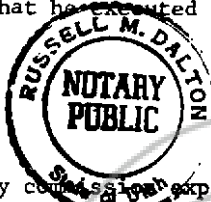
shown in their respective acknowledgments hereof.

David Earl Thurman (SEAL)  
David Earl Thurman

Ralph Ellsworth Thurman (SEAL)  
Ralph Ellsworth Thurman

STATE OF ~~NEVADA~~ <sup>Utah</sup> )  
County of ~~Clark~~ <sup>Garfield</sup> ) ss.

On this 13 day of April, 1979, personally appeared before me, a notary public, DAVID EARL THURMAN, who acknowledged that he executed the above instrument.

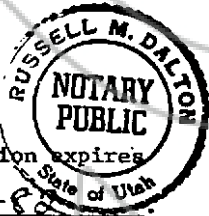


Russell M Dalton  
Notary Public

My commission expires:  
9-23-79

STATE OF UTAH )  
County of Garfield ) ss.

On the 13 day of April, A. D. 1979, personally appeared before me RALPH ELLSWORTH THURMAN, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Russell M Dalton  
Notary Public

My commission expires:  
9-23-80

No. 64132

FILED AND RECORDED AT REQUEST OF  
David E. Thurman  
April 18, 1979  
AT 55 MINUTES PAST 3 O'CLOCK  
P.M. IN BOOK 29 OF OFFICIAL  
RECORDS, PAGE 589 LINCOLN  
COUNTY, NEVADA.

Yuriko Setzer  
by Marilyn Helms, Deputy