

Lincoln County

COLLATERAL ASSIGNMENT OF PURCHASE CONTRACT

THIS COLLATERAL ASSIGNMENT OF PURCHASE CONTRACT made this 10 day of March, 1982, between ELDON G. CRAWFORD, GEORGE C. CRAWFORD and EDRA B. CRAWFORD (hereinafter collectively called "Assignor") and WELLS FARGO AG CREDIT CORP, a California corporation, 7801 East Bellevue Avenue, Englewood, Colorado 80111 (hereinafter called "WFAC").

WITNESSETH, THAT WHEREAS, the Mortgagors executed their Continuing Guaranty on August 28, 1981, guaranteeing the obligations of Crawford Farms, a Nevada General Partnership, under the Credit Agreement of August 28, 1981, and on even date herewith guaranteeing the obligations of Crawford Farms, under that First Addendum to the Credit Agreement of August 28, 1981, which Agreements may be extended and modified from time to time hereafter, and which Agreement entitles Crawford Farms to borrow principal sums from WFAC according to the terms thereof, in the amount of Three Million Eight Hundred Seventy-Three Thousand Two Hundred Thirty-Five Dollars (\$3,873,235), which indebtedness is and shall be evidenced by the Promissory Notes of Crawford Farms, executed on this date and to be executed from time to time hereafter, with interest thereon and payable according to the terms thereof.

NOW THEREFORE, said Assignor, in consideration of these premises, and to secure in part the prompt payment of said Promissory Notes, and any other sums that may be added to the principal indebtedness under the terms of this instrument, and to secure the prompt performance of all promises, conditions and covenants related thereto, does hereby assign all rights in, benefits and advantages of, and all interest and title in and to the Purchase Contract dated May 1, 1976, between Chester H. Oxborrow and Josephine Oxborrow, Sellers, and Eldon G. Crawford, George C. Crawford and Edra B. Crawford, Buyers, all the following described property, lands and premises situate in the County of Lincoln, State of Nevada, to-wit:

That real property more particularly described on Exhibit A attached hereto and made a part hereof.

In addition to the real property herein described, this Assignment covers the rent, issues and profits derived and to be derived out of said real property. It is stipulated and agreed, however, that under the foregoing assignment and pledge of the rents, issues and profits from said real estate, collection of rents will be enforced only upon delinquency of the Assignor in complying with the terms and provisions of this their Continuing Guarantees and this Collateral Assignment of Purchase Contract, or in the event that taxes assessed against said real estate become delinquent, WFAC is authorized and directed to assume the management and control of said property and is hereby directed to let, lease and collect the rents therefrom, without Process of Law or Order of Court, and upon receipt of written request from WFAC, all tenants of said premises hereby are directed to pay promptly all rent as it falls due, at the current place designated for payments in said Credit Agreement and Promissory Notes, without further notice from the Assignor.

THE SAID ASSIGNOR EXPRESSLY COVENANTS AND AGREES:

To pay promptly when due, all taxes and assessments of every type or nature levied or assessed against the premises and

Lincoln County

any claim, lien or encumbrance against the premises which may be or may become prior to this Assignment.

To maintain insurance on all improvements, fixtures and equipment on all premises against loss by fire, extended coverage, and other hazards commonly insured against by owners of like property, for the benefit of WFAC, in an amount of not less than the replacement value and in a Company acceptable to WFAC. In the event that an insurer elects to pay a fire or other hazard loss as damages in cash, rather than to repair, rebuild or replace the property lost or damaged, WFAC shall have the option to apply the proceeds of such cash settlement of fire or other hazard loss upon the sum hereby secured.

To waive all Homestead Exemptions and all other similar rights now vested or to be acquired.

Not to alienate nor to encumber to the prejudice of WFAC, or commit, permit, or suffer any waste, impairment or deterioration of said property and, regardless of natural depreciation, to keep said property and the improvements thereon at all times in good condition and repair. That WFAC shall have the right to have their authorized representative or representatives enter upon and inspect such premises at reasonable times, after notice of such proposed inspection has been given to said Assignor, and, in the event of any sale or transfer of the title to the property herein described, such purchaser or new owner shall be deemed to have assumed and agreed to pay the indebtedness owing to WFAC hereunder, whether or not the instrument evidencing such sale or transfer expressly so provides, and this covenant shall run with said real property and remain in full force and effect until said indebtedness is liquidated.

That if there shall be any conveyance of any nature or change of ownership, either legal or equitable, whether recorded or not, of the premises covered hereby, WFAC may declare the entire principal and all accrued interest due and payable at once, at the sole option and election of WFAC, and foreclosure proceedings may be instituted as for any other default hereunder.

That in the event of the refusal or neglect by Assignor to keep said property and the improvements thereon at all times in good repair, to pay promptly all taxes, fire and other hazard insurance premiums, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation, or covenant as herein provided, WFAC may procure such things to be done at Assignor's expense and may make any reasonable expenditure or outlay thereon and add such amounts to the unpaid principal indebtedness then due WFAC and secured by the within Collateral Assignment of Purchase Contract.

That WFAC shall have the right to file and defend suits at the expense of Assignor and in their name for the recovery of damages to the within described real property, or, at the expense of Assignor, to uphold the lien of this encumbrance and preserve its right hereunder, but shall incur no personal liability by their acts or omissions in managing, improving and conserving said security hereunder, or otherwise.

That all sums expended as costs of such litigation, or advanced by WFAC, in any other contingency herein mentioned (including any attorney's fees reasonably incurred), shall be repaid by Assignor upon demand, or as may be expressly arranged with WFAC, and such sums with interest at the rate provided in and of the said Promissory Notes shall become so much additional indebt-

Lincoln County

edness secured by this Collateral Assignment of Purchase Contract and shall be a lien on said premises, prior to any right, title or interest attaching or accruing subsequent to such advances and expenditures, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by the Assignor.

That if any portion of the encumbered property shall be condemned or taken for public use under the power of eminent domain, or in the event that the property shall be damaged either by public works or private acts, all damages and compensation therefor, to the extent of the remaining indebtedness under said Credit Agreement, Promissory Notes and this Collateral Assignment of Purchase Contract, shall be paid to WFAC and shall be applied upon the obligations guaranteed.

Upon default by Assignor, under the terms of this Assignment or the terms of any other instrument or document evidencing the obligations secured hereby, WFAC shall have the power to sell the aforesaid real property in accordance with §106.020 Nevada Revised Statutes.

That in the event of foreclosure and sale hereunder, the Assignor agrees to pay a reasonable attorney's fee for legal services rendered in such foreclosure proceedings or suit.

It is further expressly understood and agreed that in the event of foreclosure and sale hereunder, the obligations of Assignor as set forth herein shall continue and remain in full force and effect during any applicable redemption period and during such period, the purchaser at the foreclosure sale may procure such things be done and make any reasonable expenditure or outlay thereon to fulfill said obligations, which amounts shall be an additional lien on the premises covered hereby.

That in the event the ownership of the encumbered property, or any part thereof, becomes vested in a person other than the Assignor, WFAC may, without notice to the Assignor, extend the time of payment of any or all of the installments or other payments herein covenanted to be made, and may deal with such new owner or owners with reference to this Collateral Assignment of Purchase Contract and the debt hereby secured in the same manner as with the Assignor, without in any way vitiating or discharging the Assignor's liability hereunder, or upon the indebtedness hereby secured.

That no waiver, express or implied, of the performance of any obligation, agreement or covenant hereof, shall be deemed or taken to be a waiver of any other term, condition, obligation, agreement or covenant hereof and the indulgence of WFAC to the Assignor or their grantees in not exercising their option to declare the entire amount secured hereby to be due and payable upon the happening of any one of the events or conditions herein described, shall not, even though such indulgence be repeated or extended, be construed as a waiver of the right of WFAC to exercise such option at any time thereafter and without notice to the Assignor.

This Assignment constitutes a Security Agreement under the Uniform Commercial Code of the State of Nevada (herein called the "Code") with respect to any part of the premises which may or might now hereafter be deemed to be personal property, fixtures or property other than real estate (for the purposes of this paragraph called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Assignment should pertain and apply to the Collateral as fully and to the same extent as to any other property covered; and, the following

Lincoln County

provisions of this paragraph shall not limit the generality or applicability of any other provision of this Assignment but shall be an addition thereto.

It is further expressly understood and agreed that all covenants and agreements herein described shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns (voluntary and involuntary by operation of law) of the respective parties hereto.

IN WITNESS WHEREOF, the said Assignor has hereunto set their hands and seals the day and year first above written.

Eldon G. Crawford
Eldon G. Crawford

George C. Crawford
George C. Crawford

Edra B. Crawford
Edra B. Crawford

STATE OF COLORA DO) ss.
County of DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of March, 1982, personally appeared Eldon G. Crawford, George C. Crawford and Edra B. Crawford, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my official seal and affixed my notarial seal the day and year above written.

My commission expires: 5-1-85

Thomas J. Humberger
Notary Public
Address: Box 224
PARKER CO. 80134

Signature for UCC only:
WELLS FARGO AG CREDIT CORP

By: David L. Noffsinger
David L. Noffsinger,
Vice President and Manager,
Denver Region

Lincoln County

EXHIBIT A

Situate in the County of Lincoln, State of Nevada, to-wit:

The Point of Beginning is a steel fence post located on the Mount Diablo Base Line, or at a point from which the South 1/2 Corner of Section 36, T 1 N, R 26 E bears due West 1690.75 feet. (This 1/2 Corner is marked by a Brass Cap, set in 1971 by the U.S. Coast & Geodetic Survey); thence (2) S26-08' 35" East, more or less to a steel fence post; thence (3) S61-00' E 1570 feet, more or less to a steel fence post; thence (4) S26-52' 77" East, more or less to a steel fence post; thence (5) S63-00' E 125 feet more or less to the center of the Meadow Valley Flood Channel; thence (6) Northwest along said Flood Channel to a point where it intersects the East Line of Lot 4 (also East Line of Lot 3) located within the NW 1/4 of Section 5, T 1 S, R 26 E, or at a point in the center of the Flood Channel approximately 750 feet south of the Mount Diablo Base Line; thence (7) North 750 feet, more or less to the North East Corner of said Lot 4 (located on the Mount Diablo Base Line); thence (8) East 2250 feet, more or less along the Mount Diablo Base Line to the South East Corner of the SW 1/4 of the NW 1/4 of Section 31, T 1 S, R 26 E; thence (9) North 1320 feet, more or less to the Northeast Corner of the SW 1/4 of the SW 1/4 of Section 31; thence (10) East 2640 feet, more or less to the Northeast Corner of the SW 1/4 of the SW 1/4 of Section 32, T 1 S, R 26 E; thence (11) South 1320 feet, thence (12) East 3040 feet, more or less along the SW 1/4 of the SW 1/4 of Section 32; thence (13) Northwest along the East Line of Lot 1 (located within the NW 1/4 of the NW 1/4 of Section 4, T 1 S, R 26 E); thence (14) South 660 feet, more or less along the East Line of said Lot 1 to the Southwest Corner of said Lot 1; thence (15) East 2640 feet, more or less to the Southeast Corner of Lot 4 (located within the NW 1/4 of the NW 1/4 of Section 3, T 1 S, R 26 E); thence (16) North 660 feet, more or less to the Northeast Corner of said Lot 4 (located on the Mount Diablo Base Line); thence (17) East 410 feet, more or less along the Mount Diablo Base Line to the Southeast Corner of the SW 1/4 of the SW 1/4 of Section 33, T 1 N, R 26 E; thence (18) North 1320 feet, more or less to the Northeast Corner of the SW 1/4 of the SW 1/4 of Section 33; thence (19) East 1960 feet, more or less to the Northwest Corner of the SW 1/4 of the SW 1/4 of Section 32, T 1 N, R 26 E; thence (20) North 1320 feet, more or less to the Northeast Corner of the NW 1/4 of the SW 1/4 of Section 32; thence (21) West 1320 feet, more or less to the Southeast Corner of the SW 1/4 of the SW 1/4 of Section 32; thence (22) North 2250 feet, more or less to a point in the center of the Meadow Valley Flood Channel (located along the East Line of the SW 1/4 of the NW 1/4 of Section 32); thence (23) West 1320 feet, more or less along said Flood Channel to a point on the East Line of the NW 1/4 of the NW 1/4 of said Section 32; thence (24) Southwesterly 1120 feet, more or less along said Flood Channel to the South Line of the NW 1/4 of the NW 1/4 of Section 31, T 1 N, R 26 E; thence (25) East 750 feet, more or less along the South Line to the Southwest Corner of the NW 1/4 of the NW 1/4 of Section 31; thence (26) South 1320 feet, more or less to the center of the Flood Channel; thence (27) Southwesterly 1650 feet, more or less to the North East Corner of the NW 1/4 of the SW 1/4 of Section 31; thence (28) East 2800 feet, more or less to the Northeast Corner of the NW 1/4 of the SW 1/4 of Section 31 (located on the NE 1/4-2602 Range Line, this point is a Brass Cap marked 1/2 Corner 2-36 W. 26-11 N. 26-11 W. set in 1974); thence (29) South 1320 feet, more or less to the Northwest Corner of the SW 1/4 of the SW 1/4 of Section 31, T 1 N, R 26 E; thence (30) East 316 feet, more or less along the North Line of the SW 1/4 of the SW 1/4 of Section 36, T 1 N, R 26 E; thence S26-08' 35" East 1470 feet, more or less to the Point of Beginning.

Said Parcel of Land contains 734 acres, more or less.

Together with any and all interest of the Parties of the First Part in and to Certificates of Appropriation numbers 1649 (24217) 18352 (2421a), 20679 (24219), 22409 and 24509 issued by the State Engineer of the State of Nevada, all being situate within the real property hereinabove described.

No. 74869
 FILED AND RECORDED AT REQUEST OF
WELLS FARGO AG CREDIT
MAR. 18, 1982
 AT 20 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 49 OF OFFICIAL
 RECORDS, PAGE 201 LINCOLN
 COUNTY, NEVADA.
YUBAKO SHERIFF
 COUNTY RECORDER
Loren Herndon, Deputy