

PROMISSORY NOTE

\$16,500.00

Date: OCTOBER 1, 1993

RICHARD L DENNIS (the "Promisor") promises to pay to the order of VAN JAY AND MELANIE C CLUFF (the "Payee"), at PANACA, NEVADA, (or at such other place as the Payee may direct in writing) the sum of \$16,500.00 with interest from OCTOBER 1, 1993, on the unpaid principal at the rate of 7.00 per cent per annum.

The unpaid principal and accrued interest shall be payable in monthly installments of \$301.92, payable on the 1st of each month, beginning on NOVEMBER 1, 1993 and continuing until APRIL 1, 1999 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. All payments on the note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Promisor promises to pay a late charge of \$15.00 for each installment that remains more than 10 days unpaid after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

The Promisor waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

If the Note is not paid by the Due Date, or if an installment is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

The Promisor reserves the right to prepay this Note in whole or in part prior to the Due Date with no prepayment penalty .

If any of the following events of default occur, this note and any other obligations of the Promisor to the Payee, shall become due immediately, without demand or notice: 1) failure of the Promisor to pay the principal and any accrued interest in full on or before the Due Date; 2) death of the Promisor or Payee; 3) filing of a voluntary bankruptcy by the Promisor or an involuntary bankruptcy against the Promisor; 4) application for the appointment of a receiver for, making of a general assignment for the benefit of creditors by, or insolvency of Promisor; 5) misrepresentation by the Promisor to the Payee for the purpose of obtaining or extending credit.

No renewal or extension of this Note, delay in enforcing any right of Payee under this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of NEVADA.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States.

Executed this 1st of OCTOBER, 1993 at 10/7/93

By: [Signature]  
RICHARD L DENNIS

On this 7th day of October, 1993, before me, Janice Barr, a Notary Public in and for said state, personally appeared Richard L. Dennis, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein.



[Signature]  
Notary Public

No. 101579  
FILED AND RECORDED AT REQUEST OF  
Melaine Cluff  
March 1, 1994  
...52... MINUTES PAST 9 O'CLOCK  
A.M. BOOK 109 OF CHANCELLERY  
RECORDS, PAGE 03 LINCOLN  
COUNTY, NEVADA.  
Yuriko Setzer  
By [Signature] Deputy