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AT THE REQUEST OF

Mitsubishi Cement Corp.

2005 DEC 29 PM 2 45

LINCOLN COUNTY RECORDER  
FEE \$144.00  
LESLIE BOUCHER RP

APN: 08-201-12 & 13

**Title of Document:** Nondisturbance and Attornment Agreement

**Recording Requested by:** Service Rock Products Corporation

**Return to:**

Michael W. Jasberg, President  
Service Rock Products Corporation  
151 Cassia Way  
Henderson, NV 89014-6616

(This page added to provide additional information required by NRS 111-312  
Sections 1-2. [Additional recording fee applies.]

This cover page must be typed or printed in black ink only.

RECORDING REQUESTED BY:  
Service Rock Products Corporation  
WHEN RECORDED MAIL TO:  
Service Rock Products Corporation  
151 Cassia Way  
Henderson, NV 89014-6616  
Attention: Michael Jasberg

## NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of 12-9, 2005, by and among Service Rock Products Corporation, a California corporation ("Lessee"), Bedroc LLC, a Nevada limited liability company ("Borrower"), and Cumorah Credit Union ("Lender").

### Recitals

A. Borrower received a loan from Lender (the "Loan"), as evidenced by a Promissory Note dated November 15, 2005 in the amount of \$850,000 (the "Note"), and secured by a Deed of Trust of even date therewith executed by Borrower and recorded November 18, 2005 as Instrument No. 125518 in Book 209 Page 17 (the "Deed of Trust"), encumbering that certain real property located in Lincoln County, Nevada, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Lessee is to be the lessee and Borrower is the lessor under that certain Mining Lease dated as of November 17, 2005, covering a portion of the Property (the "Lease").

C. Lessee, Borrower and Lender desire to confirm their understanding with respect to the Lease and the Loan.

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Non-Disturbance. If the interests of Borrower in the Property are acquired by Lender, whether by purchase and sale, foreclosure, deed in lieu foreclosure or in any other way, or by any successor to Lender, including, without limitation, any purchaser at a foreclosure sale, Lessee's right of quiet enjoyment under the Lease shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the Lease or this Agreement. Lender acknowledges and agrees that Lessee may assign its rights and obligations under the Lease, in accordance with the provisions thereof; and that any assignee of Lessee shall be bound by and entitled to the benefits of and may enforce the terms of this Agreement.

2. Attornment. If the interests of Borrower in the Property are acquired by

Lender, whether by purchase and sale, foreclosure, deed in lieu of foreclosure or in any other way, or by any successor to Lender, including, without limitation, any purchaser at a foreclosure sale, Lessee shall be bound to Lender, its successors and assigns under all of the terms, covenants and conditions of the Lease for the balance of the term thereof; with the same force and effect as if they were named as landlord under the Lease, and Lessee does hereby agree to attorn to Lender, its successors and assigns, as its landlord, said attornment to be effective and self-operative immediately upon Lender's or its successor's or assign's succeeding to the interests of Borrower in the Property, without the execution of any other or further instruments on the part of any party hereto. Lessee covenants and agrees from time to time to do all acts and to execute all instruments that may reasonably be requested by Lender for the purposes of fully carrying out and effectuating the purpose and intent of this Agreement, whether by filing with any public office or agency or otherwise.

3. Limitation on Lender's Liability. If Lender succeeds to the interests of Borrower in the Property, Lender shall thereupon be bound to Lessee under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lender's succession to the interests of Borrower, have the same rights and remedies against Lender for breach of the Lease that Lessee would have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided, however, that Lender shall not be (a) liable for any act or omission of any prior landlord, including, without limitation, Borrower; (b) subject to any offsets or defenses which Lessee might have against any prior landlord, including, without limitation, Borrower; (c) bound by any rent or additional rent which Lessee might have paid in advance to any prior landlord, including, without limitation, Borrower, for any period beyond the month in which Lender succeeds to the interests of Borrower; or (d) bound by any agreement or modification of the Lease made without the prior written consent of Lender.

4. Notices. All notices and demands to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid and addressed to such party at the address set forth below, or at such other address as such party may designate by notice to the other parties in the future:

To Lessee:

Service Rock Products Corporation  
Michael Jasberg,  
151 Cassia Way  
Henderson, NV 89014-6616

To Borrower:

Bedroc, LLC  
Ryan Williams, Manager  
420 N. Nellis Blvd. #A3-234  
Las Vegas, NV 89110

To Lender:

Cumorah Credit Union  
Chuck Bowler, Loan Development Administrator  
P.O. Box 70060  
Las Vegas, NV 89170

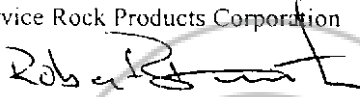
5. Miscellaneous. This Agreement may not be amended or modified except by an agreement in writing signed by the party to be charged. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Nevada.

6. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


LESSEE:

Service Rock Products Corporation

By   
Name: Robert Burmeister  
Its: President

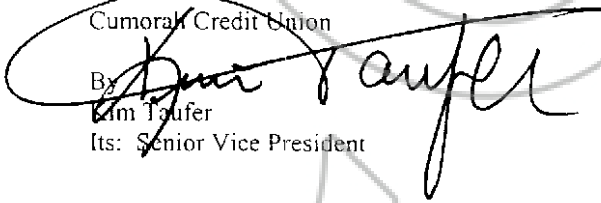
BORROWER:

Bedroc Limited LLC

By:   
Ryan Williams  
Its: Managing Member

LENDER:

Cumorah Credit Union

By:   
Kim Tauffer  
Its: Senior Vice President

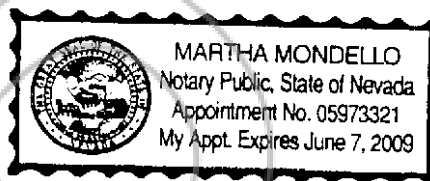
STATE OF NEVADA COUNTY OF LINCOLN

*Clark* *M. Mondello*

On December 9, 2005 before me, Ryan Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity as Manager, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Martha Mondello  
(This area for official notarial seal)



STATE OF NEVADA COUNTY OF LINCOLN

*Clark* *M. Mondello*

On December 12, 2005 before me, Robert Burmeister personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity as President, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Martha Mondello  
(This area for official notarial seal)



APN: 08-201-12 &13

STATE OF NEVADA )  
 )SS:  
COUNTY OF CLARK )

On this 27<sup>TH</sup> day of December, 2005, before me, a Notary Public in and for said County and State personally appeared KIM TAUFER, known to me to be the person who acknowledged that he/ she executed the above instrument.

WITNESS my hand and official seal.

*Teresa Turner*  
NOTARY PUBLIC in and for said County and State

