

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$28.00

Page 1 of 15

RPTT:

Recorded By: AE

Book- 264 Page- 0179

APN: 005-121-01

2166433-ms

WHEN RECORDED, PLEASE RETURN TO:

John R. Erickson, Esquire

WOODS ERICKSON WHITAKER & MAURICE LLP

1349 Galleria Drive, Suite 200

Henderson, NV 89014



0138471

SIXTH LOAN MODIFICATION AGREEMENT

THIS SIXTH LOAN MODIFICATION AGREEMENT (this "Agreement"), is entered into as of this 22nd day of April, 2011, ("Modification Date") by and among Kerry Holt Farms, Ltd., a Utah limited partnership (hereinafter "Promisee"), and Tuffy Ranch Properties, LLC, a Nevada limited liability company, ("Promisor").

RECITALS:

A. On or about December 29, 2004, Promisor issued a Note Secured by Deed of Trust (the "Note") to Promisee in the original principal amount of \$28,000,000.00.

B. The Note is secured by a Deed of Trust (With Assignment of Rents) (the "DOT"), on certain property located in Lincoln County, Nevada which is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"). The DOT is dated December 29, 2004 and executed by Promisor in favor of First American Title Insurance Company of Nevada, as Trustee, for the benefit of Promisee and encumbering the said property. The DOT was recorded on December 29, 2004, in Book 195, Page 124, as Document No. 123578, Official Records, Lincoln County, Nevada.

C. On December 1, 2007, Promisor and Promisee entered into that certain Loan Modification Agreement ("First Modification") wherein certain terms of the Loan were modified. Among other things, a principal payment of \$3,000,000 previously due December 29, 2007, was deferred until October 29, 2008.

D. On April 1, 2008, Promisor and Promisee entered into that certain Second Loan Modification Agreement ("Second Modification") wherein certain terms of the Loan were modified. Among other things, a principal payment of \$3,000,000 previously due December 29, 2008, was deferred until December 29, 2009.

E. On October 20, 2008, Promisor and Promisee entered into that certain Third Loan Modification Agreement ("Third Modification") wherein certain terms of the Loan were modified. Among other things, a principal payment of \$2,000,000 previously due October 29, 2008 and a principal payment in the amount of \$3,000,000 previously due on December 29, 2009 were combined to become due and payable on October 29, 2009 and were paid in due course.



F. On July 31, 2009, Promisor and Promisee entered into that certain Fourth Loan Modification Agreement ("Fourth Modification") wherein certain terms of the Loan were modified. Among other things, the Maturity Date under the Note was extended from October 29, 2009 to October 1, 2012.

G. On July 30, 2010, Promisor and Promisee entered into that certain Fifth Loan Modification Agreement ("Fifth Modification") wherein certain terms of the Loan were modified. Among other things, the Maturity Date under the Note was extend from October 1, 2012 to October 1, 2014. The Deed of Trust as modified by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification are collectively referred to herein as the "Deed of Trust."

H. The DOT encumbered the water rights described on Exhibit B attached thereto ("Original Water Rights"), and Promisee filed a Notice of Pledge ("Notice of Pledge") with the State Engineer on March 14, 2005 informing the State Engineer of the encumbrance of the Deed of Trust on the Original Water Rights.

I. Certain water rights constituting a portion of the Original Water Rights were released from the encumbrance of the Deed of Trust by that certain Partial Reconveyance recorded August 15, 2007 in Book 234, Page 0429, as Document No. 0129684, Official Records, Lincoln County, Nevada.

J. By letter dated January 5, 2008 ("KHF Consent"), Promisee notified the State Engineer that Promisee had no objection and consented to the State Engineer processing Promisor's change Application Nos. 72296 - 72349, inclusive ("Change Applications"), provided that the Note was paid in full prior to permit issuance, and that the Maturity Date under the Note was December 29, 2009.

K. The State Engineer held a hearing on the Change Applications and subsequently issued Ruling #5918 on December 3, 2008, approving Change Applications 72296 - 72306, 72308 - 72325, 72329 - 72339, and 72346 - 72349 ("Approved Change Applications") subject to the conditions stated therein, and which approval allowed the change of the manner of use and place of use from irrigation to municipal and Atlanta Farms to the Coyote Springs development, respectively.

L. Subsequent to the issuance of Ruling #5918, the Promisor, with the concurrence of the State Engineer, filed Application Nos. 79104 - 79131 and 79637 ("Supplemental Irrigation Applications") seeking appropriations of supplemental groundwater for continued irrigation for crop production at Atlanta Farms until such time as water is exported to Coyote Springs under the permits to be issued pursuant to Ruling #5918.

M. The permit fees associated with the Approved Change Applications and the Supplemental Irrigation Applications have been paid and the State Engineer is ready and desires to issue the permits approved under Ruling #5918 ("Change Permits") and the Supplemental Irrigation Applications ("Supplemental Irrigation Permits"). Promisor advised the State Engineer of the extended Maturity Date under the Note in response to the State Engineer's question regarding the loan payoff.



N. Notwithstanding that the Approved Change Applications and the Supplemental Irrigation Applications are subject to the encumbrance of the Deed of Trust pursuant to Sections 1(c) and 1(d) of the Deed of Trust, the State Engineer has requested that the KHF Consent be modified or rescinded to remove any questions that may arise as a result of the condition stated in the KHF Consent upon the State Engineer's issuance of the Change Permits and the Supplemental Irrigation Permits.

G. Promisor has, as a result of the State Engineer's request, asked that Promisee further modify the terms of the Loan as set forth herein. Promisee is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the covenants set forth below, it is agreed as follows:

1. Exhibit B of the DOT.

Exhibit B attached to the DOT is hereby deleted and replaced in its entirety by Exhibit B attached hereto and incorporated herein.

2. Amendment of Notice of Pledge.

Promisor and Promisee shall prepare and file an Amended Notice of Pledge with the State Engineer to delete the Exhibit B attached to the Notice of Pledge and replace it in its entirety with Exhibit B attached hereto. Promisee and Promisor acknowledge and agree that any permit listed on the original Exhibit B and that is not listed on the Exhibit B attached hereto has been released from the encumbrance of the Deed of Trust and has been reconveyed to the person lawfully entitled thereto.

3. Export of Water under the Change Permits.

Promisor acknowledges and agrees that Promisor shall not export water under any Change Permit that has not been released from the encumbrance of the Deed of Trust. The export or attempted export of water under a Change Permit prior to its release from the encumbrance of the Deed of Trust and its reconveyance to the person lawfully entitled thereto shall constitute a default under the Deed of Trust. Promisee and Promisor expressly acknowledge and agree that the provision set forth in this Section 3 supersedes and replaces in its entirety the conditional consent of Promisee to permit issuance as set forth in the KHF Consent.

4. Conditions to Effectiveness of this Agreement. This agreement shall be deemed effective as of the date first written above ("Effective Date").

5. Representations and Warranties of Promisor. Promisor hereby represents and warrants to Promisee as follows:

(a) This Agreement has been duly executed and delivered by Promisor and constitutes the valid and legally binding obligation of Promisor, enforceable in accordance with its terms;



(b) No authorization, approval, or consent of any regulatory body is necessary or required in connection with the execution and delivery of this Agreement or in order that such actions be lawful;

(c) Consummation of the transaction contemplated by this Agreement and compliance by Promisor with the provisions of this Agreement, the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification, the Note, the Deed of Trust and all other documents executed in connection with the Loan (all of said documents being collectively referred to as the "Loan Documents") will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, any indenture, agreement, or other instrument to which Promisor is a party or by which Promisor or its property may be bound; nor will such action result in any violation of any provision of any applicable law, judgment, order, rule, or regulation of any court or governmental authority;

(d) There are no suits filed or claims made or threatened against Promisor of any material nature that in any way jeopardize the ability of Promisor to perform its obligations hereunder or under the Note, the Deed of Trust or the Loan Documents;

(e) The transactions contemplated by this Agreement do not violate any provision of any applicable law, judgment, order, rule, or regulation of any court or governmental authority; and

(f) Promisor is not the subject of any bankruptcy, reorganization, insolvency, or any other debtor/creditor proceedings.

(g) Promisor has not made a pledge of any of the collateral listed in Exhibit B attached hereto ("Collateral") to any person other than the Promisee and Promisor has not filed a notice of pledge in the Office of the State Engineer with respect to the Collateral in favor of any person other than Promisee.

6. Remedies for Breach of Representations and Warranties. Promisor hereby agrees to reimburse and indemnify Promisee for any damages suffered as a direct or indirect result of any of the representations and/or warranties made by them and contained in this Agreement being untrue when made or becoming untrue hereafter. The remedy set forth in this Section 5 is in addition to any other remedies available to Promisee in law or in equity and this Section shall not be construed to limit Promisee's remedies for a breach of the representations and warranties herein contained.

7. Loan Documents Remain in Force. This agreement shall not be construed to constitute payment of the obligations evidenced by the Note. Except as herein specifically modified, all of the terms, covenants, and conditions of the Note and all other Loan Documents shall be and remain in full force and effect.

8. Payments to be Made by Promisor upon Recordation of this Agreement. In conjunction with recordation of this Agreement, Promisor shall deliver to escrow agent sufficient funds in cash or by wire transfer of immediately available funds, the following amounts, each of which shall be for and applied to the purpose indicated in the following listing:

CDS/gr_postclosing/6th loan mod
042211/6th_loan-mod_ag.doc/2b



- (a) The amount of one-half (½) of the Attorney's fees and costs incurred by Promisee in connection with this Agreement and the transaction to which it is related;
- (b) The amount of one-half (½) of the costs of all title reports, the CLTA 110.5 Endorsement to Promisee's existing policy of title insurance (related to the Deed of Trust) providing such coverage a Promisee may require, escrow charges, recording fees, and other such items of expense incurred in preparing for the transaction to which this Agreement is related, which said costs shall be paid to the parties entitled thereto; and
- (c) Post-closing and outside of escrow, Promisor shall prepare (for execution and acknowledgement by Promisee) the necessary Reports of Conveyance, and when signed shall file the reports and pay the State Engineer Report of Conveyance filing fees (estimated to be \$1,560) directly to the State Engineer,

The "Closing" shall mean the date that this Agreement is recorded in the Official Records, Lincoln County, Nevada by the escrow agent.

9. Method of Closing and Effective Date. The transaction provided for in this Agreement shall be closed, and in connection therewith the fully executed original of this Agreement shall be recorded by Escrow Agent, and upon recording Escrow Agent shall immediately deliver the original recorded Agreement to Promisee with a copy of the original recorded Agreement to Promisor.

10. Attorneys' Fees. If any party hereto brings suit to enforce or interpret this Agreement or for damages on account of the breach of a covenant, representation or warranty contained herein, the prevailing party shall be entitled to recover from the opposing party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

11. Waiver or Modification. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any other breach or default. A modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by the party or parties to be bound by such modification or amendment.

12. Severability. Each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Authorization. Each individual executing this Agreement represents and warrants to each other so signing (and to all parties hereto) that he has been duly authorized to execute and deliver this Agreement for the entity for which he purports to act.



14. Miscellaneous. This Agreement is a final expression of the negotiations among Promisee and Promisor relating to Promisee's agreement to allow modification of the Loan and this Agreement may not be contradicted by evidence of any alleged oral agreement. The parties hereto shall execute and deliver all documents, provide all information and take such action as may be necessary or appropriate to achieve the purposes of this Agreement. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. All section titles in this Agreement are for convenience of reference only, and shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. However, each party shall become bound by the Agreement only when all signatures called for by this Agreement have been obtained.

IN WITNESS WHEREOF, the parties hereto have each duly executed and delivered this Agreement as of the date first set forth above.

PROMISEE:

KERRY HOLT FARMS, LTD.,
 a Utah limited partnership

By: Kerry Holt
 Kerry Holt, General Partner

PROMISOR:

TUFFY RANCH PROPERTIES, LLC,
 a Nevada limited liability company

By: Signed in counterpart
 Albert D. Seeno, Jr. Manager



14. Miscellaneous. This Agreement is a final expression of the negotiations among Promisee and Promisor relating to Promisee's agreement to allow modification of the Loan and this Agreement may not be contradicted by evidence of any alleged oral agreement. The parties hereto shall execute and deliver all documents, provide all information and take such action as may be necessary or appropriate to achieve the purposes of this Agreement. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. All section titles in this Agreement are for convenience of reference only, and shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. However, each party shall become bound by the Agreement only when all signatures called for by this Agreement have been obtained.

IN WITNESS WHEREOF, the parties hereto have each duly executed and delivered this Agreement as of the date first set forth above.

PROMISEE:

KERRY HOLT FARMS, LTD.,
a Utah limited partnership

By: Signed in counterpart
Kerry Holt, General Partner

PROMISOR:

TUFFY RANCH PROPERTIES, LLC,
a Nevada limited liability company

By: [Signature]
Albert D. Seeno, Jr. Manager



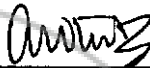
STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on April __, 2011, by KERRY HOLT as the General Partner of KERRY HOLT FARMS, LTD., a Utah limited partnership.

Notary Public

STATE OF NEVADA)
: ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on April 28, 2011, by ALBERT D. SEENO, JR. as Manager of TUFFY RANCH PROPERTIES, LLC, a Nevada limited liability company.



Notary Public

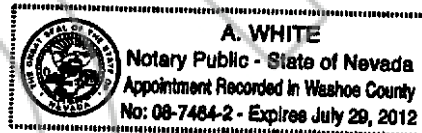




EXHIBIT A

to

Sixth Loan Modification Agreement

The real property referred to in said Deed of Trust consists of the following-described realty situated in Lincoln County, Nevada, as more particularly described as follows:

| | | | | | |
|------------------|------------|------------|------------|------------|------------|
| APNs: 005-121-01 | 005-121-02 | 005-121-04 | 005-121-05 | 005-121-06 | 005-121-09 |
| 005-121-10 | 005-121-11 | 005-121-12 | 005-131-31 | 005-181-01 | 005-181-02 |
| 005-181-10 | 005-181-11 | 005-181-12 | 005-181-13 | 005-181-14 | 005-201-03 |
| 005-131-26 | 005-131-29 | 005-161-21 | 005-161-25 | 005-171-03 | 005-171-05 |
| 005-171-12 | 005-171-13 | 005-171-34 | 005-171-40 | 005-181-04 | 006-031-02 |

As more particularly described hereafter.

Parcel 1:

TOWNSHIP 5 NORTH, RANGE 66 EAST, M.D.M.:

Section 2: The West Half (W1/2);
Lots 5 and 6;
The South Half (S1/2) of the Northeast Quarter (NE1/4);
The Southeast Quarter (SE1/4);

Section 3: The East Half (E1/2);
The Southwest Quarter (SW1/4);

Section 4: The Southeast Quarter (SE1/4);

Sections 5 and 6: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), now being known as Tract 38 in Sections 5 and 6, Township 5 North, Range 66 East, M.D.B. & M., according to the independent resurvey of said land accepted on February 19, 1959 by the Department of the Interior;

Section 10: All;

Section 11: The North Half (N1/2);

Parcel 2:

TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.:

Section 27: The West Half (W1/2);
The Southeast Quarter (SE1/4);



The Northeast Quarter (NE1/4);

Section 28: The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4);
The East Half (E1/2) of the Northeast Quarter (NE1/4);
The South Half (S1/2) of the Southeast Quarter (SE1/4);
The West Half (W1/2) of the Northwest Quarter (NW1/4);

Section 29: The Northeast Quarter (NE1/4);
The East Half (E1/2) of the Northwest Quarter (NW1/4);
The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4);

Section 34: All;

Section 35: The West Half (W1/2);

Section 30: The North Half (N1/2) of the Northeast Quarter (NE1/4);

Section 19: The South Half (S1/2) of the Southeast Quarter (SE1/4);

Section 20: The South Half (S1/2) of the Southwest Quarter (SW1/4);
The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4);

Section 21 The East Half (E1/2) of the Southeast Quarter (SE1/4);
The East Half (E1/2) of the Northeast Quarter (NE1/4);

Section 10: The Northwest Quarter (NW1/4);

Section 9: The East Half (E1/2) of the Northeast Quarter (NE1/4);

Section 4: The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4);

Section 3: The South Half (S1/2) of the Southwest Quarter (SW1/4);

Section 15: The South Half (S1/2) of the Southwest Quarter (SW1/4);
EXCEPTING THEREFROM a parcel of land 100 feet by 100 feet conveyed to Lincoln County Telephone System, Inc. by deed recorded February 16, 1970 in Book "O-1" of Real Estate Deeds, page 4, Lincoln County, Nevada. Located in the Northeast corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 6 North, Range 66 East, M.D.B.& M, Lake Valley Lincoln County, Nevada, described as follows:

Beginning at the Northeast corner of said Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), and running thence South along the Quarter Section line 100 feet; thence at right angles 100 feet West; thence at right angles 100 feet North; thence at right angles 100 feet East to the point of beginning.

Section 22: The West Half (W1/2);

The Southeast Quarter (SE1/4);
The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4);
The West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4);

EXCEPTING FROM SECTIONS 15 AND 22 THE FOLLOWING PARCEL:
Beginning at a point which bears North 53°25'40" West, for a distance of 198.5 feet from the Quarter corner of Sections 15-22, Township 6 North, Range 66 East, M.D.B. & M;
thence due South for a distance of 90 feet to a point in the Northwest Quarter (NW1/4) of Section 22; thence due East for a distance of 90 feet to a point in the Northwest Quarter (NW1/4) of said Section 22; thence due North for a distance of 90 feet to a point in the Southwest Quarter (SW1/4) of Section 15; thence due West for a distance of 90 feet to said point of beginning, as conveyed to the Lincoln County Power District No. 1 by deed recorded February 2, 1970 in Book "N-1" of Real Estate Deeds, page 498, Lincoln County, Nevada.

Section 16: The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4);

Section 33: The North Half (N1/2) of the North Half (N1/2);
The North Half (N1/2) of the South Half (S1/2) of the North Half (N1/2);
The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4);
The South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);
The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4);
The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4);

Parcel 3:

TOWNSHIP 4 NORTH, RANGE 68 EAST, M.D.M.:

Section 3: The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4);

Parcel 4:

TOWNSHIP 5 NORTH, RANGE 68 EAST, M.D.M.:

Section 7: The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

Section 9: The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4);

Section 26: The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4);
The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4);

Section 27: The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

Section 33: The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4);



Parcel 5:

TOWNSHIP 5 NORTH, RANGE 69 EAST, M.D.M.:

Section 8: The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4);
The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4);

Parcel 6:

TOWNSHIP 6 NORTH, RANGE 68 EAST, M.D.M.:

Section 10: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4);

Section 12: The North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4);

Section 15: The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4);

Together with all water rights and ditch rights appurtenant to the land described above.

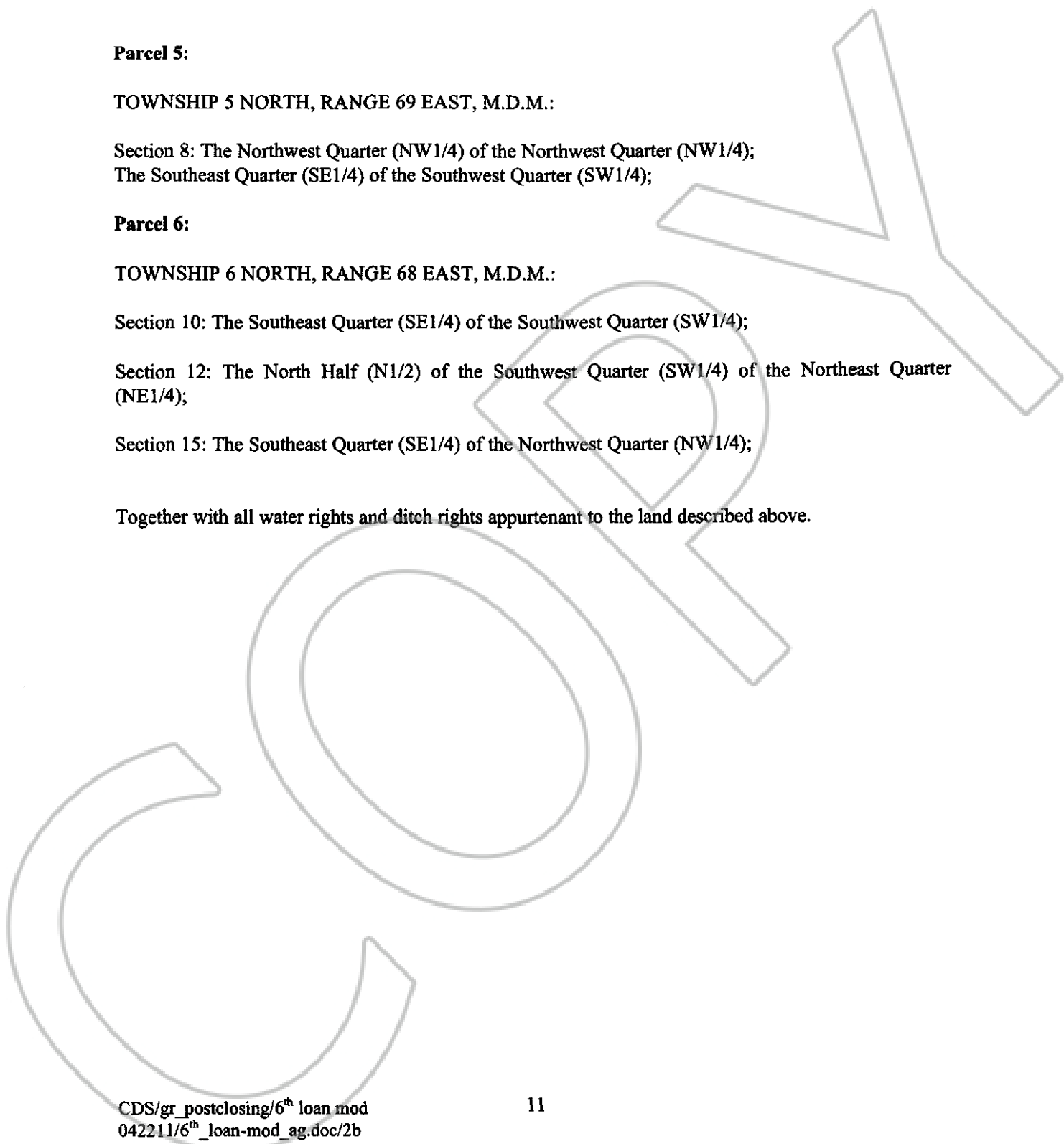




Exhibit B

Schedule of Water Rights

Permit/Proof No.:

21719
 21718
 23530
 59114 (Cert. 15797)
 21714
 24194
 59118
 63112 (Cert. 15915)
 21715
 21720
 21717
 23529
 23958

Permit/Proof No.:

2271
 19545
 21616
 23103
 34608
 54366
 57401
 59112
 59119
 60016
 63111
 63115
 63331
 63335
 63339
 63343
 V01134
 V01236
 V01971
 V01975
 V01991
 V02003

Permit/Proof No.:

5997
 19592
 22557
 23930
 34609
 54367
 59108
 59113
 59120
 60019
 63112
 63116
 63332
 63336
 63340
 63344
 V01135
 V01296
 V01972
 V01988
 V01992
 V02004

Permit/Proof No.:

18477
 21611
 22558
 27096
 34610
 57109
 59109
 59115
 59123
 60118
 63113
 63117
 63333
 63337
 63341
 67676
 V01178
 V01297
 V01973
 V01989
 V02001
 V02005

Permit/Proof No.:

19473
 21612
 22754
 27806
 54365
 57110
 59110
 59116
 60014
 63110
 63114
 63118
 63334
 63338
 63342
 V00805
 V01179
 V01727
 V01974
 V01990
 V02002
 V02006



| <u>Permit/Proof No.:</u> | <u>Permit/Proof No.:</u> | <u>Permit/Proof No.:</u> | <u>Permit/Proof No.:</u> |
|--------------------------|--------------------------|--------------------------|--------------------------|
| V02007 | V02008 | V02020 | V02021 |
| V02022 | V02023 | V02024 | V02025 |
| V02027 | | | |

Irrigation Applications/Permits Appurtenant to the Land described on Exhibit A to the Deed of Trust:

Application/Permit Nos. 79104 – 79131, inclusive, and 79637

Municipal Applications/Permits Not Appurtenant to the Land described on Exhibit A to the Deed of Trust but have Points of Diversion located on said Land:

- Application/Permit Nos. 72296 – 72306, inclusive
- Application/Permit Nos. 72308 – 72325, inclusive
- Application/Permit Nos. 72329 – 72339, inclusive
- Application/Permit Nos. 72346 – 72349, inclusive