APN 006-251-09
APN 006-291-26
APN 012-050-07
APN 006-401-02
APN 012-050-04
APN 012-050-05

Winnemucca, NV 89445

DOC # 0146318

10/02/2014

02:21 PM

Official Record

Recording requested By FIRST AMERICAN TITLE COMPANY

Lincoln County - NV
Leslie Boucher - Recorder
Fee: \$76.00 | Page 1 of 38 | Recorded By: HB

Book- 290 Page- 0628



INTERCREDITOR AGREEMENT

Affirmation Statement
X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)
I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number, driver's license or identification card
number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required
by law:
(State specific law) (Signature Title Title Cathy C. Prestwich Print
October 1, 2014 Date
Grantees address and mail tax statement:
Crawford Cattle LLC
5195 Kirkway Drive

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:)

Rabo Agrifinance, Inc. 12443 Olive Blvd., Suite 50 St. Louis, MO 63141 Closing Department

INTERCREDITOR AGREEMENT

This Intercreditor Agreement ("Agreement") dated as of September 19, 2014, is made by and between Rabo Agrifinance, Inc., a Delaware corporation ("Lender") and NFC Land and Cattle LLC, a Nevada limited liability company ("Creditor").

RECITALS

Creditor will be making a loan to Crawford Cattle LLC, ("Borrower") as evidenced by the Creditor Note, defined below, which is secured by only those mineral rights and water rights described in the Deed of Trust by and between Crawford Cattle, LLC as trustor and NFC Land and Cattle, LLC as beneficiary, dated September $2C^{n_1}$, 2014 (collectively, the "Creditor Collateral").

Lender is extending loans in the sum of \$33,000,000.00 to borrower for the Purchase of property known as NFC Land and Cattle, LLC (NFC Land and Cattle, LLC) including 3,100± irrigated acres; 7,092± acres of hay pasture meadows; 121,364± acres of range land; buildings; irrigation equipment; site acres (45±); state and BLM AUMs (Humboldt and Elko counties, Nevada), under the terms and conditions of the Credit Agreement between Borrower and the Lender dated on or about September 19, 2014 (the "Credit Agreement") and the other Loan Documents (as defined in the Credit Agreement) (collectively, the "Lender Collateral").

Creditor has an interest in the mining rights and surface water rights as listed in Exhibit A that are located on the real property as shown in Exhibit B.

Lender's credit accommodations to Borrower are secured, without limitation, by the Deed of Trust by and between Crawford Cattle LLC as trustor and Lender as beneficiary, dated September 19, 2014

It is a condition precedent to Lender's agreement to continue to extend financial accommodations to Borrower that Lender and Creditor enter into this Agreement in order to

confirm the relative priorities of their respective security interests in and/or liens on the "Collateral" (as such term is defined below).

<u>Definitions</u>. The following capitalized terms shall have the following meanings for all purposes in this Agreement:

"Lender Collateral" means collectively, the lender collateral described in Exhibit B and further described in the Deed of Trust, and excluding the Creditor Collateral.

"Collateral" means any and all property or assets of Borrower, whether real, personal or mixed, or tangible or intangible, upon which either or both Lender and Creditor have a lien or security interest.

"Creditor Collateral" means, collectively, the creditor collateral as described in Exhibit A, and excluding the Lender Collateral

Parties Intended to be Benefited.

All understandings, covenants, and agreements contained herein are solely for the benefit of Lender and Creditor, and there is no other person or entity (including Borrower) that is intended to be benefited, in any way, by this Agreement.

No Limitation Intended.

Nothing contained in this Agreement is intended to affect or limit, in any way the security interests, encumbrances, or liens that Creditor or Lender has or hereafter acquires in any of the Collateral, insofar as the rights of Borrower and/or any third parties are involved. Lender and Creditor specifically reserve any and all of their respective rights, security interests, encumbrances, liens and rights to assert security interests, encumbrances, and liens against Borrower and any third parties.

Priorities.

Subject to the conditions in this Agreement:

Creditor hereby subordinates any security interests or liens that Creditor now has in (i) the Real Property and any easements, leases or similar agreements benefiting the Real Property (including, without limitation, easements, leases or similar agreements for livestock waste disposal), (ii) any leases or rents arising from leases of the Real Property, (iii) any water and water rights (excluding those water rights that are defined as Creditor Priority Collateral) under those state or federal agricultural programs that arise only from the sale of any part of the Real Property; and

Lender hereby subordinates any security interests in Creditor Priority Collateral to the perfected security interests or liens which Creditor now has or may hereafter acquire therein or thereon.

Restoration/Reclamation.

Creditor will conduct all mining activities in a manner consistent with both industry standard and state and local law.

Creditor will conduct all restoration and reclamation of the real property in accordance with both industry standard and state and local law.

Creditor agrees to pay Borrower, and any of its successors, heirs or assigns surface damage fees for any disturbances resulting in economic impact, suspended agricultural use, or material adverse effect to the real property.

Notice of Default.

Upon any breach or default by Borrower in any obligations secured by the Borrower's obligations to Lender or Creditor, as the case may be, will give the other party written notice thereof.

Notice.

Whenever it is provided herein that any notice, demand, request, consent, approval, declaration, or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other a communication with respect to this Agreement, each such notice, demand, request, consent. approval, declaration or other communication shall be in writing and shall be delivered either in person with receipt acknowledged or by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at its address set forth below, or at such other address as may be substituted by notice given as herein provided. Giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, or three (3) days after the same shall have been deposited in the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent approval, declaration, or other communication to the person designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration, or other communication.

The failure or oversight of a party in providing notice shall not affect the right of any party under this Agreement nor shall it nullify or render void or have any adverse impact upon any action taken by either party under this Agreement.

Waiver of Marshalling.

Creditor and Lender each specifically waives and renounces any rights, under any applicable statutes, which each may have, whether at law or in equity, to require the other party hereto to marshal either the Crops or any other Collateral, or any portion thereof, or to otherwise seek satisfaction from any particular assets of Borrower, or from any third party.

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DOCS/672571.4

Additional Documents.

Creditor and Lender agree to execute and deliver, upon the request of the other, such documents and instruments (appropriate for filing, if requested) as may be reasonably necessary or appropriate to fully implement or to fully evidence the understandings and agreements contained in this Agreement.

Governing Law.

The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the laws of the State of Nevada. Creditor and Lender each waives any right it may have to assert the doctrine of <u>forum non conveniens</u> or to object to such venue, and hereby consents to any court-ordered relief entered in such courts.

Attorneys' Fees.

In the event it becomes necessary for either Creditor or Lender to commence any proceedings or actions to enforce the provisions of this Agreement, the court or body before which the same shall be tried may award to the prevailing party all costs and expenses thereof, including, but not limited to, reasonable attorneys' fees, the usual and customary and lawfully recoverable court costs, and all other expenses in connection therewith, at trial or on appeal.

Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Creditor and Lender.

<u>Counterparts</u>. This Acknowledgment may be executed in any number of counterparts, each of which shall be deemed to be an original, admissible into evidence, and all of which together shall be deemed to be a single instrument.

<u>Termination of Agreement</u>. The agreements contained herein shall continue in full force and effect until all of Borrower's obligations and liabilities are paid and satisfied in full and all financing arrangements between Lender and Borrower have terminated and liens released. At such time, Lender shall execute any documentation furnished to it by Creditor or Borrower necessary to release this Agreement.

Borrower Indemnity. Borrower, by the execution of its acknowledgment hereto, agrees to indemnify and hold Creditor and Lender, and their respective agents, partners, officers, directors, employees, attorneys, successors and assigns, harmless from and against any and all claims, actions, damages, costs, expenses (including reasonable attorneys' fees, to include outside counsel fees and all allocated costs of in-house counsel) and/or liability arising from or in any manner relating to Creditor's and/or Lender's compliance with this Agreement and/or the exercise of any of its rights hereunder. Borrower, by the execution of its acknowledgment hereto, hereby irrevocably authorizes Creditor to comply with any instructions or directions which Lender may give to Creditor pursuant hereto and/or in connection with Lender's exercise of its rights, powers and remedies with respect to the Lender Collateral.

Effect of Bankruptcy. This Agreement shall be and remain enforceable notwithstanding any Bankruptcy or other insolvency proceeding by or against any Borrower.

No Waiver; Integration; Amendments. No delay, failure or discontinuance of Creditor or Lender in exercising any right, power or remedy hereunder or under any of its respective loan documents shall affect such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect the further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Creditor and Lender hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by Creditor or Lender of any breach of or default under this Agreement, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in such writing. This Agreement constitutes the entire understanding of the parties as to the matters set forth in this Agreement. This Agreement may be amended or modified only in writing signed by Lender and Creditor.

<u>Lender Disclosure</u>. Lender shall have no obligation to disclose to Creditor any information or material about Borrower which is acquired by Lender in any manner, even if Creditor is unsuccessful in obtaining any such information or material from Borrower.

<u>Creditor Disclosure</u>. Creditor shall have no obligation to disclose to Lender any information or material about Borrower which is acquired by Creditor in any manner, even if Lender is unsuccessful in obtaining any such information or material from Borrower.

Remedies Enforcement - Lender. Nothing contained in this Agreement shall impose on Lender any direct or indirect obligations to Creditor of any kind with respect to the manner or time in which Lender exercises or refrains from exercising any of its rights or remedies with respect to the indebtedness of Borrower to Lender or any of the Lender Collateral. Creditor understands that there may be various agreements between Lender and Borrower evidencing and governing the indebtedness of Borrower to Lender, and Creditor acknowledges and agrees that such agreements are not intended to confer any benefits on Creditor. Nothing contained in this Agreement shall impose on Lender any obligation to Creditor with respect to the administration of the indebtedness of Borrower to Lender and any of Lender's agreements with Borrower. Nothing in this Agreement shall impair or adversely affect any right, privilege, power or remedy of Lender with respect to the indebtedness of Borrower to Lender or any security therefor, including, without limitation, Lender's right to: (a) waive or release any of Lender's security or rights; (b) waive or ignore any defaults by Borrower; and/or (c) restructure, renew, modify or supplement the indebtedness of Borrower to Lender, or any portion thereof, or any agreement with Borrower relating thereto. This Agreement shall not create any obligation of Lender to give notice to or seek the consent of Creditor prior to the exercise of any rights, privileges, powers and remedies of Lender in connection with the indebtedness of Borrower to Lender.

Remedies Enforcement - Creditor. Lender understands that there may be various agreements between Creditor and Borrower evidencing and governing the indebtedness of Borrower to Creditor, and Lender acknowledges and agrees that such agreements are not intended to confer any benefits on Lender. Nothing contained in this Agreement shall impose on Creditor any obligation to Lender with respect to the administration of the indebtedness of Borrower to Creditor and any of Creditor's agreements with Borrower. Except as set forth in this

Agreement, nothing in this Agreement shall impair or adversely affect any right, privilege, power or remedy of Creditor with respect to the indebtedness of Borrower to Creditor or any security therefor, including, without limitation, Creditor's right to: (a) waive or release any of Creditor's security or rights; (b) waive or ignore any defaults by Borrower; and/or (c) restructure, renew, modify or supplement the indebtedness of Borrower to Creditor, or any portion thereof, or any agreement with Borrower relating thereto. This Agreement shall not create any obligation of Creditor to give notice to or seek the consent of Lender prior to the exercise of any rights, privileges, powers and remedies of Creditor in connection with the indebtedness of Borrower to Creditor.

No Commitment to Lend. It is understood and agreed that this Agreement shall in no way be construed as a commitment or agreement by Lender to make financing available to Borrower and that Lender may terminate any such financing at any time, in accordance with Lender's agreements with the Borrower. Upon any termination of Lender's financing to Borrower, Lender will give Creditor written notice thereof, provided that Lender's failure to provide such notice shall not give rise to any liability whatsoever on the part of Lender to Creditor or any Borrower.

WAIVER OF JURY TRIAL. CREDITOR AND LENDER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

29. <u>Counterparts</u>. For the purpose of facilitating the execution hereof, this Agreement has been executed in three counterparts, each of which shall be and shall be taken to be an original, and all of which together or any one thereof shall be deemed to constitute but one and the same instrument.

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

NFC LAND AND CATTLE, LLC

By: Nevada First Corporation, as Manager

By: Name: Gary Bengochea

Title: President

Address: P.O. Box 490

Winnemucca, Nevada 89446

RABO AGRIFINANCE, INC.

By:

Mame: Judy A. Gochran

Title: Assistant Vice President

Address: 12443 Olive Blvd., Suite 50

St. Louis, MO 63141

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

NFC LAND AND CATTLE, LLC

By: Nevada First Corporation, as Manager

By:

Name. Gary Bengochea

Title: President

Address: P.O. Box 490

Winnemucca, Nevada 89446

RABO AGRIFINANCE, INC.

By:

Name: Judy A. Cochran

Title: Assistant Vice President

Address: 12443 Olive Blvd., Suite 50

St. Louis, MO 63141

ACKNOWLEDGMENT BY BORROWER

Crawford Cattle LLC, referred to as Borrower in the foregoing Intercreditor Agreement (the "Agreement"), hereby acknowledges that they have received a copy of the Agreement, consent thereto, and agree to recognize all priorities and other rights granted thereby to the parties thereto, and will do no act or perform any obligation which is not in accordance with the priorities and agreements set forth in the Agreement. Borrower further agrees that Lender and Creditor may exchange information regarding Borrower and may advise each other of any breaches or defaults by Borrower or terminations by Lender as provided in the Agreement. By its execution hereof, Borrower further agrees to the indemnity set forth in the Agreement and further agrees to execute and deliver to Lender and/or Creditor such additional documents and authorizations as either Lender or Creditor may require to carry out the intent and purposes of the Agreement. Without limiting any provision hereof or of any other document, the undersigned hereby agree that the terms of the Intercreditor Agreement do not give them any substantive rights against the Lender or Creditor, and none of the undersigned shall use the violation of this Intercreditor Agreement by any party as a defense to the enforcement by Lender or Creditor of any of its respective rights or remedies.

CRAWFORD CATTLE LLC, an Nevada limited liability company

ize handered

Address for notices:

5195E.Kirkway Drive Winnemucca, Nevada 89445 Attention: Eldon Crawford Bv:

ELDON GEORGE CRAWFORD

Managing Member

ACKNOWLEDGMENTS

STATE OF MISSOURI)	
County of ST. LOUIS)	
said State, personally appeared <u>Ju</u> Assistant <u>Vice President</u> of RAB	ber, before me, the undersigned, a Notary Public in and for udy A. Cochran, known or identified to me to be the O AGRIFINANCE, INC., that executed the within and edged to me that he executed the same for and on behalf of
	I have hereunto set my hand and affixed my official seal
TAMMIE J. SCOTT Notary Public - Notary Seal State of Missouri Commissioned for St. Charles County My Commission Expires: July 16, 2017 Commission Number: 13481333	Notary Public Residing at 5 Low 16 My commission expires: 7-16-17
STATE OF	
said State, personally appeared C President of Nevada First Corporati	ber, before me, the undersigned, a Notary Public in and for Sary Bengochea, known or identified to me to be the on, as Manager of NFC LAND AND CATTLE, LLC, that instrument, and acknowledged to me that he executed the LAND AND CATTLE, LLC.
IN WITNESS WHEREOF, the day and year in this certificate fi	I have hereunto set my hand and affixed my official seal irst above written.
	Notary Public Residing at
	My commission expires:

ACKNOWLEDGMENTS

STATE OF MISSOURI)	Λ.	
County of ST. LOUIS) s)	S

On this 19th day of September, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Judy A. Cochran</u>, known or identified to me to be the Assistant <u>Vice President</u> of RABO AGRIFINANCE, INC., that executed the within and foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said RABO AGRIFINANCE, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public Residing at		/		
My commission	n expir	es: _		

STATE OF Newada)	STATE OF_	Nevada)
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County of Humbold+) ss.

On this 2 day of September, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Bengochea, known or identified to me to be the President of Nevada First Corporation, as Manager of NFC LAND AND CATTLE, LLC, that executed the within and foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said NFC LAND AND CATTLE, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

T. SPERO
lotary Public - State of Nevada oppointment Recorded in Humboldt County
2: 94-1228-8 - Expires January 6, 2018

Notary Public

Residing at Winnemuco

My commission expires: 1-10-18

STATE OF Nevada)

County of Humbold) ss.

On this 2 day of September, before me, the undersigned, a Notary Public in and for said State, personally appeared Eldon George Crawford, known or identified to me to be the President of CRAWFORD CATTLE LLC executed the within and foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said CRAWFORD CATTLE LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

T. SPERO Notary Public - State of Nevada appointment Recorded in Humboldt County vo. 94-1228-9 - Expires January 6, 2018 Notary Public Residing at My commission expires: 1-6-18

Exhibit "A"

Creditor Collateral

MINERAL RIGHTS:

All interest in and to any and all minerals and mineral rights of every nature, kind and description, including but not limited to precious metals and ores, oil, gas, coal, shale, oil impregnated rock and sand and other hydrocarbon substances (either liquid or gaseous), geothermal resources, common and uncommon sand, stone, gravel, aggregate, einders, pumice, pumicite and clay (all of such substances are collectively referred to herein as the "Mineral Rights"), at or beneath the surface of, within, or that may be produced from the property situate, lying and being in the County of Humboldt and County of Elko, State of Nevada.

WATER RIGHTS:

The proofs, maps and all right, title, interest and estate in the vested, decreed, or appropriated water, water rights and the rights to beneficially use the public water of the State of Nevada appurtenant to a portion of the Real Property and described as (the "Water Rights"):

Proof No. 0646	Little Humboldt River	2595.65 acre feet Class A 1864 rights
Proof No. 0646B	Cottonwood Creek	2293.27 acre feet Class A 1867 rights
Proof No. 0646B	Cottonwood Creek	111.08 acre feet Class A 1869 rights

as more particularly set out in the Findings of Fact, Conclusions of Law and Decree of the Little Humboldt River Adjudication entered January 20, 1935 in Case No. 3157 captioned "In the Matter of the Determination of the Relative Rights in and to the Waters of the Little Humboldt River and its Tributaries in Humboldt and Elko Counties" in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt.



SCHEDULE "B" - 1 and "B" -2

LENDER COLLATERAL

EXHIBIT 'B'-1

Tract 2: (Elko County)

Parcel 1:

Township 40 North, Range 44 East, MDB&M, Elko County, Nevada:

Section 1: Lots 17, 18, 21, 22, 23; NW 1/4 SW 1/4; SE 1/4 SW 1/4

Section 2: Lot 24; SE 1/4; NE 1/4 SW 1/4; S 1/2 SW 1/4

Section 9: SW 1/4 NE 1/4; N 1/2 SE 1/4

Section 10: N 1/2 N 1/2; SE 1/4 NE 1/4; SW 1/4 NW 1/4; SE 1/4; NE 1/4 SW 1/4; S 1/2 SW 1/4 Section

11: W 1/2 NW 1/4; NW 1/4 SW 1/4; SE 1/4 SW 1/4

Section 12: SE 1/4 NE 1/4; SE 1/4 SE 1/4

Section 13: N 1/2 NE 1/4; SW 1/4 NE 1/4; S 1/2 NW 1/4; SW 1/4; W 1/2 SE 1/4 Section

15: W 1/2

Section 16: SE 1/4 SE 1/4

Section 21: NW 1/4 NE 1/4; SE 1/4;

Section 22: W 1/2 SE 1/4; NE 1/4 SW 1/4; S 1/2 SW 1/4

Section 23: SW 1/4 NE 1/4; SE 1/4 NW 1/4; SW 1/4 SW 1/4

Section 24: NW 1/4 NE 1/4; NW 1/4 NW 1/4; SE 1/4 NW 1/4

Section 26: W 1/2 NW 1/4

Parcel 2:

Township 41 North, Range 44 East, MDB&M, Elko County, Nevada:

Section 1: Lots 3, 4; SE 1/4 NW 1/4; SW 1/4 NE 1/4; NW 1/4 SE 1/4; E 1/2 SE 1/4

Section 2: Lot 1

Section 13: NE 14 NW 14; NW 14 NE 14 Parcel

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Township 42 North, Range 44 East, MDB&M, Elko County, Nevada:

Section 35: E 1/2 E 1/2

Section 36: NW 1/4 NW 1/4; SW 1/4 SW 1/4

Parcel 4:

Township 40 North, Range 45 East, MDB&M, Elko County, Nevada:

Section 7: Lot 4; SW 1/4 NE 1/4; E 1/2 SW 1/4

Section 8: N 1/2 SE 1/4; SW 1/4 SE 1/4; SE 1/4 SW 1/4 Section

9: NW 1/4 SW 1/4

Section 19: N 1/2 SE 1/4 Section

20: N 1/2 SE 1/4; SW 1/4

Section 21: NE 1/4 NE 1/4; S 1/2 N 1/2; N 1/2 SW 1/4; SE 1/4 SW 1/4 Section

27: SW 1/4 SE 1/4; NW 1/4 SW 1/4; S 1/2 SW 1/4

Section 28: N 1/2 NW 1/4; SW 1/4 NW 1/4; SE 1/4 SE 1/4

Section 32: N 1/2 NE 1/4

Section 33: NW 1/4 NE 1/4; W 1/2 NW 1/4; NW 1/4 SW 1/4

Section 34: W 1/2 NE 1/4; N 1/2 NW 1/4; SE 1/4 NW 1/4; NE 1/4 SW 1/4.

Parcel 5:

Township 41 North, Range 45 East, MDB&M, Elko County, Nevada:

Section 6: Lots 6, 7; SE ¼ SW ¼; S ½ SE ¼ Section 7: N ½ NE ¼; SE ¼ NE ¼; NE ¼ NW ¼ Section 8: N ½ SW ¼; NW ¼ NW ¼; S ½ NW ¼ Section 16: SE ¼ NE ¼

Parcel 6:

Township 45 North, Range 45 East, MDB&M, Elko County, Nevada:

Section 6: Lots 2, 3; SE ¼ NW ¼; E ½ SW ¼ Section 7: E ½ NW ¼ Parcel

7:

Township 46 North, Range 45 East, MDB&M, Elko County, Nevada:

Section 16: S 1/2 SW 1/4

Section 20: SE 1/4 NE 1/4; SE 1/4; SE 1/4 SW 1/4

Section 21: W 1/2 NW 1/4

Section 29: NW 1/4 NE 1/4; E 1/2 NW 1/4; SW 1/4 NW 1/4; SW 1/4 Section

31: SE 1/4 SE 1/4

Section 32: W 1/2 NW 1/4; NW 1/4 SW 1/4

EXHIBIT 'B'-2

Tract 1: (Humboldt County)

Parcel 1:

Lots 1 through 4 in Block "E" as shown upon the map of Skyhaven Ranchettes Subdivision, filed in the office of the recorder of Humboldt County, Nevada on June 27, 1972, as File No. 155298. (Being a part of Township 42 North, Range 37 East, MDB&M, Humboldt County, Nevada)

Parcel 2:

Township 47 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 2: SW 1/4 SE 1/4; SE 1/4 SW 1/4

Section 11: NE 1/4; E 1/2 NW 1/4

Section 12: N 1/2 NE 1/4; SE 1/4 NE 1/4; N 1/2 NW 1/4; NE 1/4 SE 1/4

Section 19: Lot 3, NE 1/4 SW 1/4

Parcel 3:

Township 47 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 1: Lot 7

Section 6: Lot 9

Section 7: Lot 1

Section 18: E 1/2 SW 1/4

Section 19: NW 1/4 NE 1/4; NE 1/4 NW 1/4

Section 20: SW 1/4 NW 1/4

Section 28: NW 1/4 NW 1/4; SE 1/4 SW 1/4

Section 29: SE 1/4 NE 1/4

Section 33: NW 1/4; E 1/2 NE 1/4

Parcel 4:

Township 46 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 1: SE 1/4 NE 1/4; E 1/2 SW 1/4

Section 2: Lots 1 and 2; S 1/2 NE 1/4; SE 1/4

Section 11: E 1/2

Section 12: W 1/2

Section 13: W 1/2

Section 14: E 1/2

Section 23: E 1/2; E 1/2 SW 1/4

Section 24: W 1/2; SW 1/4 NE 1/4

Section 25: N 1/2 NE 1/4; SE 1/4 NE 1/4; W 1/2; NW 1/4 SE 1/4

Section 26: All

Section 35: All

Parcel 5:

Township 46 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 6: Lot 5

Section 7: S 1/2 NE 1/4

Section 10: SW 1/4 SE 1/4; NE 1/4 SE 1/4

Section 11: N 1/2 SW 1/4; SW 1/4 NE 1/4; NE 1/4 NE 1/4

Section 15: NE 1/4 NW 1/4

Section 18: Lot 2

Section 19: Lot 4; NW 1/4 NE 1/4

Section 30: Lots 1 and 2; NE 1/4 NW 1/4; E 1/2 NE 1/4; SW 1/4 NE 1/4

Parcel 6:

Township 45 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 20: S 1/2 N 1/2; N 1/2 SE 1/4; NE 1/4 SW 1/4;

Section 21: E 1/2 NW 1/4; SW 1/4 NW 1/4; SW 1/4 SE 1/4; N 1/2 SW 1/4; SW 1/4 NE 1/4; NW 1/4 SE

1/4

Section 27: NW 1/4 NW 1/4

Section 28: NE 1/4 NE 1/4

Section 35: SE 1/4 SW 1/4; SW 1/4 SE 1/4

Parcel 7:

Township 45 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 2: Lots 1 and 2; SW 1/4 NE 1/4; S 1/2 NW 1/4

Section 3: SE 1/4 NE 1/4; NE 1/4 SE 1/4

Section 5: NW 1/4 SW 1/4; SE 1/4 SW 1/4; S 1/2 SE 1/4

Section 6: N 1/2 SE 1/4

Section 9: NW 1/4 NW 1/4; SE 1/4 NE 1/4; W 1/2 SE 1/4

Section 13: SW 1/4 SW 1/4

Section 14: S 1/2 N 1/2; NE 1/4 SE 1/4

Section 15: N 1/2

Section 16: NE 1/4 NE 1/4

Section 24: W 1/2 SE 1/4; SE 1/4 SE 1/4; NE 1/4 SW 1/4; E 1/2 NW 1/4

Section 25: NE 1/4 NE 1/4

Parcel 8:

Township 45 North, Range 43 East, MDB&M, Humboldt County, Nevada:

Section 21: SE 1/4 SE 1/4

Section 28: N 1/2 NW 1/4; NW 1/4 NE 1/4

Section 29: SW ¼ SW ¼; S ½ NE ¼; NW ¼ SE ¼; NE ¼ SW ¼ Section 30: Lots 1 and 2; S ½ SE ¼; SE ¼ NW ¼; NE ¼ SW ¼

Parcel 9:

Township 44 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 1: SW 1/4 NW 1/4; N 1/2 SW 1/4

Section 2: Lots 1 and 2

Section 12: E 1/2 NE 1/4; NE 1/4 SE 1/4

Parcel 10:

Township 44 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 7: Lot 3

Section 16: N 1/2 SW 1/4; NW 1/4 SE 1/4; SE 1/4 SW 1/4; S 1/2 SE 1/4

Section 17: NE ¼ SE ¼ Section 21: N ½ NE ¼

Section 22: NW 1/4; W 1/2 NE 1/4; SE 1/4 NE 1/4; N 1/2 SE 1/4

Section 23: W 1/2 SW 1/4 Section 26: NE 1/4 NW 1/4

Parcel 11:

Township 43 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 28: W 1/2 SW 1/4

Excepting therefrom that portion as described in agreement recorded October 5, 1878 in Book A of contracts and leases, Page 300 and in deeds recorded August 30, 1879 in Book 22 of Deeds, Pages 443 and 445.

Parcel 12:

Township 43 North, Range 43 East, MDB&M, Humboldt County, Nevada:

Section 31: SW 1/4 SE 1/4

Parcel 13:

Township 42 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 25: That portion of the SE ¼ SW ¼ of Section 25 lying West of what is known as the Kemler Road, East of state highway right of way as conveyed to the State of Nevada by deed recorded April 12, 1939 in Book 61 of Deeds, Page 174 and South of a line extending due West from the Southwest corner of that certain tract conveyed to Alfred Edmonson by deed recorded in Book 26 of deeds Page 162, Humboldt County records, the said last mentioned line being a fence line bounding the said property herein described on the North.

Excepting therefrom a parcel of land commencing at a point 80 feet South and 100 feet East of the Southwest corner of Lot 6 in Block K, of the Town of Paradise, County of Humboldt, State of Nevada, running thence East 535 feet to a point; thence southerly 994 feet to a point; thence West 880 feet to a point; thence North 966 feet to a point; thence East 140 feet to a point; thence North 100 feet to the point of beginning. Said lot or parcel of land being in the SW ¼ of Section 25, Township 42 North, Range 39 East, M.D.B. &M.

Note: The above metes and bounds legal description appeared previously in that certain document recorded January 10, 1963 in Book 74 of Deeds, Page 455 as Instrument No. 113692.

Section 36: SE $\frac{1}{4}$ and that portion of the E $\frac{1}{2}$ W $\frac{1}{2}$ lying East of the state highway right of way as conveyed to the State of Nevada by deed recorded April 12, 1939 in Book 61 of deeds, Page 174.

Excepting a triangular piece in the NE ¼ NW ¼ of said Section 36, lying East of Kemler Road. (The size, figuration and location of the Land cannot be determined)

Excepting from said Sections 25 and 36 those portions as conveyed to Humboldt County by deeds recorded April 13, 1976 in Book 91, Page 341 as Instrument No. 172670 and in Book 91, Page 342 as Instrument No. 172671.

Excepting from said Sections 25 and 36 those portions as conveyed to the State of Nevada in deed recorded November 29, 2000 in Instrument No. 2000-4975, Humboldt County records.

Parcel 14:

Township 42 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Land in SW1/4 of Section 25 and NW1/4 of Section 36, more particularly described as follows:

Beginning at a point on the South boundary of the lands of Donnell Richards as shown on a record of survey map, File No. 161143 in the office of the Humboldt County recorder from which the Southwest corner of Block K of the Paradise Valley Subdivision bears North 34 degrees 49' 55" West 1249.30 feet;

thence North 87 degrees 20' 42" East 110 feet to a fence corner;

thence South 17 degrees 03' 42" East 209.32 feet;

thence South 9 degrees 06' 22" West 2792.92 feet to a point;

thence North 88 degrees 42' 59" West 493.19 feet to a point on the easterly right-ofway line of Nevada State Highway 8B;

thence North 1 degree 17' 01" East 446.40 feet along said right-of-way to a point;

thence South 88 degrees 42' 59" East 352.64 feet to a point;

thence North 9 degrees 06' 22" East 2535.24 feet to the point of beginning;

Note: The above metes and bounds legal description appeared previously in that certain document recorded April 25, 2005 as Instrument No. 2005-2209 Humboldt County Records.

Parcel 15:

Township 42 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 18: Lots 1 through 4; E 1/2 W 1/2; W 1/2 E 1/2

Section 19: Lots 1 and 2; E 1/2 NW 1/4; W 1/2 NE 1/4; SE 1/4 lying North of road and SE 1/4

lying South of road

Section 25: NW 1/4 NW 1/4

Section 26: N 1/2 N 1/2

Section 28: NW 1/4; W 1/2 SW 1/4

Section 29: Ali

Section 30: Portion of Lot 1; NW ¼ NE ¼; NE ¼ NW ¼ lying North of Rhinehart Lane

Section 31: Lots 3, 4; NE 1/4; E 1/2 SW 1/4; N 1/2 SE 1/4

Section 32: E 1/2 NW 1/4; SW 1/4

Parcel 16:

Parcel B:

A parcel of land lying with Section 30, T.42N., R.40E., M.D.B.&M and being more particularly described as follows:

Commencing at the Northeast corner of said Section 30; thence S 0°17'35" E 5,320.50 feet along the East boundary of Section 30, to the Southeast corner; thence S 89°47'05" W 2,723.28 feet along the South boundary of Section 30 to the S 1/4 corner; the true point of beginning; thence continuing S 89°47'05" W 1335.26 feet along the South boundary of Section 30 to a point; thence N 0°17'04" E 3969.62 feet to a point; thence S 89°29'10" W 1355.03 feet to a point on the West boundary Section 30; thence N 0°00'00" E 327.63 feet along the West boundary of Section 30 to the intersection with the southerly right-of-way of Rhinehart Lane (State Route 612); thence N 77°15'57" E 1,324.40 feet along said right-of-way to a point; thence continuing along said right-of-way along a curve to the left 360.54 feet, said curve having a radius of 3,541.32 feet, a central angle of 5°50'00" and a chord bearing of N 72°43'17" E; thence N 71°25'57" E 506.66 feet along said right-of-way to a point; thence S 0°12'43" E 3,012.77 feet to a point; thence N 74°58'31" E 258.18 feet to a point; thence N 83°27'17" E 305.29 feet to a point; thence S 0°16'46" W 1,929.31 feet to the true point of beginning.

Said parcel is further described a Parcel "B" of the certain record of survey/boundary line adjustment prepared for Nevada First Corporation and being Document Number 354937 of the official records of Humboldt County, Nevada.

Parcel C

A parcel of land lying with Section 30, T.42N., R.40E., M.D.B.&M and being more particularly described as follows:

Commencing at the Northeast corner of said Section 30; the true point of beginning; thence S 0°17'35" E 5,320.50 feet along the East boundary of Section 30, to the Southeast corner; thence S 89°47'05" W 2,723.28 feet along the South boundary of Section 30 to the S 1/4 corner; thence N 0°16'46" E 1929.31 feet to a point; thence N 83°27'17" E 433.48 feet to a point; thence N 69°08'26" E 573.57 feet to a point; thence N 1°44 35" W 3,129.75 feet to a point on the North boundary of Section 30; thence N 89°23'11" E 1,814.79 feet along the North boundary of Section 30 to the true point of beginning.

Said parcel is further described a Parcel "C" of the certain record of survey/boundary line adjustment prepared for Nevada First Corporation and being Document Number 354937 of the official records of Humboldt County, Nevada.

Parcel 17:

Township 42 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 6: E 1/2 SE 1/4; SW 1/4 SE 1/4

Section 34: SE 1/4 SE 1/4

Parcel 18:

Township 42 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 1: SE 1/4 SE 1/4

Section 4: Lot 3 aka NE ¼ NW ¼ Section 5: Lot 3 aka NE ¼ NW ¼

Section 11: SE 1/4 NW 1/4

Parcel 19:

Township 42 North, Range 43 East, MDB&M, Humboldt County, Nevada:

Section 6: Lot 2 aka NW 1/4 NE 1/4

Section 21: S 1/2 NE 1/4; W 1/2 SE 1/4; SE 1/4 SW 1/4

Section 28: W 1/2 W 1/2; NE 1/4 NW 1/4

Section 29: E ½ SE ¼
Section 32: E ½; E ½ SW ¼
Section 33: W ½ NW ¼

Parcel 20:

Township 42 North, Range 44 East, MDB&M, Humboldt County, Nevada:

Section 26: W 1/2 NE 1/4: SE 1/4 NW 1/4: E 1/2 SW 1/4: SW 1/4 SW 1/4

Section 34: SE ¼ NE ¼; SE ¼; E ½ SW ¼

Section 35: W 1/2; W 1/2 E 1/2

Parcel 21:

Township 41 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 20: N 1/2 SE 1/4

Section 21: S 1/2 S 1/2; NW 1/4 SW 1/4

Section 22: S 1/2 S 1/2 Section 23: S 1/2 SW 1/4

Section 25: SW 1/4; E 1/2 except that portion lying Northerly of the Southerly right-of-way line of Shelton Lane as conveyed to Humboldt County in that certain document recorded June 29, 1972 in Book 66, Page 38 of Official Records, as Instrument No. 155321 and as adjusted by the Property Line Agreement set forth in that certain Record of Survey / Boundary Line Adjustment and Reversion to Acreage Map, recorded on September 29, 2011 as Survey Map 2011-5037.

Section 26: N ½ NW ¼
Section 27: N ½ N ½
Section 28: N ½ NE ¼
Section 35: E ½
Section 36: All

Excepting from said Sections 23 and 26 those portions as conveyed to the State of Nevada in deed recorded November 29, 2000 in Instrument No. 2000-4975 Humboldt County records.

Parcel 22:

Parcels "A" and "B" of that certain parcel map for Circle A Ranches lying within the NW '4 of Section 25, Township 41 North, Range 39 East, MDB&M, recorded in the office of the Humboldt County recorder on September 4, 1991 as Document No. 327585.

Parcel 23:

Township 41 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 5: Lots 3, 4, S 1/2 NW 1/4; SW 1/4

Section 6: Lot 4 and all that portion of lot 3 which lies West of Cottonwood Creek

Section 8: NW 1/4

Section 30: Lots 1 through 4; E 1/2 W 1/2

Section 31: Lots 1, 2; E 1/2 NW 1/4

Parcel 24:

Township 41 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 3: Lot 2; SW 1/4 NE 1/4; W 1/2 SE 1/4

Section 20: NW 1/4 SE 1/4; S 1/2 SE 1/4

Section 21: S 1/2 S 1/2 Section 25: S 1/2 S 1/2

Section 25: 5 72 5 72

Section 26: S 1/2 SE 1/4; NW 1/4 SE 1/4; SW 1/4

Section 27: NW 1/4; S 1/2 NE 1/4; N 1/2 S 1/2

Section 28: N 1/2 N 1/2

Section 29: NE 1/4 NE 1/4

Section 35: N 1/2 NW 1/4; SE 1/4 NW 1/4; NE 1/4; N 1/2 SE 1/4

Section 36: N 1/2; N 1/2 S 1/2

Parcel 25:

Township 41 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 13: SE 1/4 NE 1/4; S 1/2

Section 14: S 1/2

Section 15: SE 1/4

Section 22: E 1/2

Section 23: All

Section 24: All

Section 25: N 1/2; N 1/2 SE 1/4; SW 1/4 SE 1/4; SW 1/4

Section 26: All

Section 27: E 1/2; SW 1/4

Section 28: S 1/2

Section 29: S 1/2

Section 30: Lot 4: SE 1/4 SW 1/4; SE 1/4

Section 31: Lots 1, 2, 3; E 1/2 NW 1/4; NE 1/4 SW 1/4; NE 1/4; N 1/2 SE 1/4

Section 32: N 1/2; N 1/2 S 1/2

Section 33: N 1/2: N 1/2 S 1/2

Section 34: N 1/2; N 1/2 S 1/2

Section 35: N 1/2; N 1/2 S 1/2

Section 36: NW 1/4; NW 1/4 SW 1/4; NW 1/4 NE 1/4

Excepting from Sections 25 and 36 that portion as conveyed to the County of Humboldt, Nevada in deed recorded July 8, 1983 in Book 177, Page 354 as Document No. 233425, Humboldt County records.

Parcel 26:

Township 41 North, Range 43 East, MDB&M, Humboldt County, Nevada:

Section 1: S 1/2 SE 1/4

Section 5: Lots 1, 2, 3; S 1/2 N 1/2; S 1/2

Section 6: SE 1/4 SE 1/4

Section 7: All

Section 8: W 1/2; SE 1/4 Section 9: S 1/2; S 1/2 NE 1/4

Section 10: All

Section 11: S 1/2 N 1/2; W 1/2 SW 1/4; N 1/2 SE 1/4

Section 12: N 1/2 N 1/2; SW 1/4 NW 1/4

Section 14: W 1/2 NW 1/4; NE 1/4 SW 1/4; NW 1/4 SE 1/4; S 1/2 SE 1/4

Section 15: N 1/2 N 1/2

Section 16: NW 1/4; N 1/2 NE 1/4; NW 1/4 SW 1/4

Section 17: All Section 18: All Section 19: All

Section 20: NW 1/4; N 1/2 NE 1/4; SW 1/4 NE 1/4; N 1/2 SW 1/4; SW 1/4 SW 1/4

Section 23: E 1/2

Section 24: W ½ SW ¼ Section 25: NW ¼; SE ¼

Section 30: Lots 1, 2; E 1/2 NW 1/4; NW 1/4 NE 1/4

Section 35: SW 1/4; NE 1/4 SE 1/4

Section 36: NE ¼ NE ¼; SE ¼ SW ¼; SW ¼ SE ¼

Parcel 27:

Township 41 North, Range 44 East, MDB&M, Humboldt County, Nevada:

Section 3: Lots 1, 2, 3; S 1/2 NE 1/4; SE 1/4 NW 1/4; SE 1/4; E 1/2 SW 1/4

Section 9: SE 1/4 SE 1/4

Section 10: N 1/2 NE 1/4; SW 1/4 NE 1/4; E 1/2 NW 1/4; N 1/2 SW 1/4; SW 1/4 SW 1/4

Section 16: NE 1/4 NE 1/4; Lot 1

Section 27: NW 1/4

Section 28: E 1/2 NE 1/4; Lot 1

Parcel 28:

Township 38 North, Range 35 East, MDB&M, Humboldt County, Nevada:

Section 14: S 1/2 NE 1/4

Parcel 29:

Township 40 North, Range 38 East, MDB&M, Humboldt County, Nevada:

Section 31: Lots 3, 4; E 1/2 SW 1/4; SE 1/4;

Section 33: S 1/2

Parcel 30:

Township 40 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 1: All
Section 2: Lot 1; SE ¼ NE ¼; E ½ SE ¼
Section 4: N ½ SW ¼
Section 5: NE ¼ SE ¼
Section 11: S ½; S ½ N ½; NE ¼ NE ¼
Section 12: All
Section 13: All
Section 14: E ½; E ½ W ½; SW ¼ NW ¼; W ½ SW ¼
Section 22: E ½
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: E ½; E ½ W ½

Parcel 31:

Section 34: All Section 35: All

Township 40 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 6: Lots 3 through 7; E 1/2 SW 1/4; SE 1/4 NW 1/4 Section 7: All

Section 36: W 1/2; W 1/2 E 1/2; E 1/2 NE 1/4; NE 1/4 SE 1/4

Section 8: SW ¼ NW ¼; W ½ SW ¼
Section 17: W ½ NW ¼; NW ¼ SW ¼
Section 18: All
Section 19: Lots 1 through 4; E ½ W ½; NE ¼; N ½ SE ¼; SW ¼ SE ¼
Section 30: Lots 1 through 4: E ½ NW ¼

Section 31: Lots 1, 3 and 4; E 1/2 SW 1/4; SE 1/4

Parcel 32:

Township 39 North, Range 37 East, MDB&M, Humboldt County, Nevada:

Section 1: S ½
Section 9: S ½
Section 11: All
Section 13: All
Section 15: All
Section 17: All
Section 21: All
Section 23: All
Section 25: W ½
Section 27: All
Section 29: N ½; SE ¼
Section 33: All

Parcel 33:

Section 35: All

Township 39 North, Range 38 East, MDB&M, Humboldt County, Nevada:

Section 3: All

Section 7: All Section 9: All

Section 15: All Section 21: All

Section 27: All

Section 31: Lots 1 through 4; E 1/2 W 1/2; SE 1/4

Section 33: N 1/2

Excepting therefrom those portions lying within US Highway 95;

And excepting from said Section 3 that portion as conveyed to the State of Nevada in deed recorded November 29, 2000 in Instrument No. 2000-4975, Humboldt County records.

Parcel 34:

Township 39 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 1: Lots 2, 3, 4; S 1/2 NW 1/4; SW 1/4 NE 1/4

Parcel 35:

Township 39 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 1: S 1/2

Section 6: All

Section 7: All

Section 9: All

Section 11: All

Section 13: All

Section 15: All

Section 18: All

Section 19: All

Section 21: All

Section 23: All

Section 25: All

Section 27: All

Section 30: All

Section 33: All

Section 35: All

Parcel 36:

Township 38 North, Range 37 East, MDB&M, Humboldt County, Nevada:

Section 1: All

Section 3: All

Section 5: All

Section 9: All

Section 11: All

Section 13: All

Section 15: All

Section 21: All

Section 23: All

Section 25: All Section 27: All Section 29: NE 1/4 Section 31: All Section 33: All Section 35: All

Parcel 37:

Township 38 North, Range 38 East, MDB&M, Humboldt County, Nevada:

Section 5: All Section 7: All Section 9: All Section 17: All Section 19: All Section 21: All Section 29: All Section 31: All Section 33: All

Parcel 38:

Township 38 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 1: All Section 3: All

Section 5: Lots 1, 2; S 1/2 NE 1/4; S 1/2

Section 9: NE 1/4; NW 1/4 NW 1/4; E 1/2 SE 1/4 NW 1/4; N 1/2 SE 1/4; E 1/2 SW 1/4 SE 1/4; SE 1/4 SE

1/4

Section 11: All Section 13: All Section 15: All

Section 17: S 1/2 SW 1/4 NW 1/4; W 1/2 NW 1/4 SE 1/4; SW 1/4 SE 1/4; SW 1/4

Section 21: All

Parcel 39:

Township 37 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 3: an undivided 1/2 interest in SE 1/4

Section 34: N 1/2; N 1/2 SE 1/4

Section 35: All

Parcel 40:

Township 37 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 1: S 1/2 Section 3: All

Section 5: Lots 3, 4; S 1/2 NW 1/4; SW 1/4; SW 1/4 SE 1/4

Section 9: All Section 11: All Section 13: All Section 15: All Section 21: All

Section 23: All

Section 25: All

Section 27: All

Section 31: All

Section 32: SW 1/4 SW 1/4

Section 35: All

Parcel 41:

Parcels "A" and "D" of that certain parcel map for NCF Land & Cattle, LLC lying within Section 28, Township 37 North, Range 40 East, MDB&M, recorded in the office of the Humboldt County recorder on October 24, 2007, under File No. 2007-9848, Humboldt County, Nevada.

Parcel 42:

Parcels "C" and "D" of that certain parcel map for NCF Land & Cattle, LLC lying within Section 33, Township 37 North, Range 40 East, MDB&M, recorded in the office of the Humboldt County recorder on October 24, 2007, under File No. 2007-9849, Humboldt County, Nevada.

Parcel 43:

Township 40 North, Range 44 East, MDB&M, Humboidt County, Nevada:

Section 4: Lots 21, 22; NE 1/4 SW 1/4

Section 5: Lots 13, 15, 17, 18, 19, 20, 22, 23, 24; W 1/2 SW 1/4

Section 6: Lots 2, 5, 6, 7, 12, 14 through 19; NE 1/4 SE 1/4

Section 7: E 1/2 SW 1/4; SW 1/4 SE 1/4

Section 8: N 1/2 N 1/2; SE 1/4 NW 1/4; SW 1/4 NE 1/4; E 1/2 SW 1/4

Section 9: SE 1/4 NW 1/4

Section 16: SW 1/4 NW 1/4; NE 1/4 SW 1/4

Section 17: E 1/2 NE 1/4

Section 20: SW 1/4 NE 1/4; E 1/2 NE 1/4; W 1/2 SE 1/4

Section 21: E 1/2 SW 1/4; N 1/2 NW 1/4

Section 28: W 1/2 NW 1/4

Section 29: E 1/2 NW 1/4; SW 1/4 NW 1/4; N 1/2 SW 1/4; E 1/2 NE 1/4; NW 1/4 NE 1/4

Section 30: Lot 4, SE 1/4 SW 1/4; SE 1/4

Section 31: Lot 1

Parcel 44:

Township 39 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 1: SE 1/4

Section 5: S 1/2

Section 7: All

Section 9: NW 1/4; S 1/2

Section 13: All

Section 17: All

Section 19: All

Section 23: All

Section 25: All Section 27: All Section 29: All Section 31: All Section 33: All Section 35: All

Parcel 45:

Township 39 North, Range 42 East, MDB&M, Humboldt County, Nevada:

Section 31: Lots 1 through 4; E 1/2 W 1/2; NE 1/4; NW 1/4 SE 1/4

Excepting therefrom that certain patented lode mining claim given the name Richmond Mineral Survey Number 37, Patent Number 11771, recorded in Book 35 at Page 607, official records of Humboldt County, Nevada.

Parcel 46:

Township 39 North, Range 44 East, MDB&M, Humboldt County, Nevada:

Section 4: Lots 3 and 4

Section 5: Lots 1 and 2; SW 1/4 NE 1/4; S 1/2 NW 1/4 Section 6: Lot 5; SE 1/4 NW 1/4; S 1/2 NE 1/4; N 1/2 SE 1/4

Parcel 47:

Township 38 North, Range 41 East, MDB&M, Humboldt County, Nevada:

Section 1: All Section 3: All

Section 5: All

Section 7: All

Section 9: All

Section 15: All

Section 17: All

Parcel 49:

Township 36 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 1: Lots 3, 4; S 1/2 NW 1/4; SW 1/4

Section 3: All

Section 4: SW 1/4 SW 1/4

Section 5: All

Section 6: Lot 1

Section 8: NE 1/4 NE 1/4

Section 9: All

Section 10: SW 1/4 SW 1/4

Section 11: All

Section 15: All

Section 22: All

Section 23: All

Parcel 50:

Township 35 North, Range 39 East, MDB&M, Humboldt County, Nevada:

Section 14: S ½ SE ¼ Section 16: S ½ S ½ Section 20: N ½ NE ¼

Section 22: NW 1/4 NE 1/4; N 1/2 NW 1/4; E 1/2 NE 1/4; W 1/2 SE 1/4; SE 1/4 SW 1/4

Section 23: W ½
Section 27: E ½

Section 28: NE 1/4 NW 1/4; SW 1/4 NW 1/4; NW 1/4 SW 1/4

Parcel 51:

Township 35 North, Range 40 East, MDB&M, Humboldt County, Nevada:

Section 7: Lot 3; NE 1/4 SW 1/4

Parcel 52:

A parcel of land lying within the SW ¼ of Section 29, Township 36 North, Range 38 East, MDB&M, in the City of Winnemucca and being more particularly described as follows:

Beginning at the W ¼ corner of said Section 29; thence South 89° 47' 05" East 716.42 feet along the East-West quarter Section line to the intersection with the easterly boundary of the 400-foot-wide southern pacific railroad right-of-way, the true point of beginning; thence continuing South 89° 47' 05" East 220.82 feet along said quarter section line to the intersection with the westerly boundary of the 16.5-foot-wide Nevada bell easement; thence South 29° 33' 48" West 1,335.14 feet along the westerly boundary of said Nevada Bell Easement to the intersection with the northern boundary of the Hanson Street right-of-way; thence North 41° 24' 50" West 208.08 feet along said Hanson Street right-of-way to the intersection with the easterly boundary of the aforementioned Southern Pacific right-of-way; thence North 29° 46' 22" East 1,159.10 feet along said Southern Pacific right-of-way to the true point of beginning.

Excepting therefrom all that portion conveyed to the City of Winnemucca for a public right of way by deed recorded October 28, 2002 as Document No. 2002-5113, official records, Humboldt County, Nevada, and described as follows:

A strip of land varying in width over and across the SW1/4 of Section 29, Township 36 North, Range 38 East, MDB&M, located within the City of Winnemucca and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way line of SR 294 and the East- West quarter Section line of said Section 29, from which the West quarter corner of Section 29 bears South 89° 28' 13" West 936.89 feet, the true point of beginning; thence South 27° 21' 19" West 341.84 feet along the westerly right-of-way line of SR 294 to a point; thence continuing along said SR 294 right-of-way South 28° 34' 07" West 460.18 feet to a point; thence continuing along said SR 294 right-of-way South 26° 17' 14" West 148.05 feet to a point; thence South 28° 45' 37" West 391.38 feet continuing along the SR 294 right-of-way to its intersection with the northerly right-of-way line of SR 787; thence North 40° 44' 59" West 16.01 feet along said SR 787 right-of-way to a point; thence North 28° 03' 54" East 1,327.40 feet to its intersection with the East/West quarter Section line of Section 29; thence North 89° 28' 13" East 16.97 feet along said quarter Section line to the true point of beginning.

Note: The above metes and bounds legal description appeared previously in that certain document recorded July 31, 2008 as Document No. 2008-6940 official records, Humboldt County, Nevada.



LINCOLN COUNTY

THE SOUTHEASTERLY PART OF THE LARGE RANCH PROPERTIES LOCATED IN DRY VALLEY, LINCOLN COUNTY, NEVADA, ON BOTH SIDES OF MOUNT DIABLO BASELINE IN: (1) SECTIONS 31, 32 AND 34, TOWNSHIP 1 NORTH, RANGE 69 EAST; AND, (II) SECTIONS 2, 3, 8, 4, TOWNSHIP 1 SOUTH, RANGE 69 EAST (WHICH PROPERTIES ARE ORIGINALLY DESCRIBED IN BOOK 17, PAGE 150 EXHIBIT A AND BOOK 18, PAGE 233, AND VARIOUSLY DESCRIBED IN BOOK 65, PAGE 436, AND BOOK 78, PAGES 219 AND 224, ALL IN THE OFFICIAL RECORDS OF LINCOLN COUNTY, NEVADA) AND WHICH ARE DEPICTED ON THE RECORD OF SURVEY MAP TO SHOW DIVISION BOUNDARY OF THE MATHEWS-CRAWFORD RANCH IN DRY VALLEY, LINCOLN COUNTY, NEVADA IN SECTIONS 2, 3, 4, 5 & 6 OF TOWNSHIP 1 SOUTH, RANGE 69 EAST; SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 EAST; AND M. RECORDED JANUARY 5, 1999 AS FILE NO. 112126, IN PLAT BOOK 8, AT PAGE 180 OF THE OFFICIAL RECORDS OF LINCOLN COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED P.L.S. 1.2751 LOCATED ON THE MOUNT DIABLO BASELINE, FROM WHICH THE SOUTH QUARTER (S1/4) CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST BEARS NORTH 89°46'137 WEST, 520.43 FEET MARKED BY A B.L.M. BRASS CAP MARKED "1/4 SOUTH 31, 1974";

THENCE SOUTH 89°46'13? EAST, 797.89 FEET ALONG THE SAID BASELINE TO THE SOUTHEAST CORNER OF THE SW1/4 SE1/4 OF SECTION 31, TOWNSHIP 1.NORTH, RANGE 69 EAST;

THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SW1/4 SE1/4 OF SECTION 31;

THENCE EAST 2640 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SE1/4 SW1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 69 EAST;

THENCE SOUTH 1320 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 SECTION 32;

THENCE EAST 3040 FEET MORE OR LESS ALONG THE MOUNT DIABLO BASELINE TO THE NORTHWEST CORNER OF LOT 1 (LOCATED WITHIN THE NE1/4 SECTION 4, TOWNSHIP 1 SOUTH, RANGE 69 EAST);

THENCE SOUTH 660 FEET MORE OR LESS ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE EAST 2646 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 4 OF SECTION 3 TOWNSHIP 1 SOUTH, RANGE 69 EAST;

THENCE NORTH 660 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 4 (LOCATED ON THE MOUNT DIABLO BASELINE);

THENCE WEST 410 FEET MORE OR LESS ALONG THE SAID BASELINE TO THE SOUTHEAST CORNER OF THE SW 1/4 SW 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 69 EAST; THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SW 1/4 SW 1/4 OF SECTION 33;

THENCE WEST 3960 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SW1/4 SE1/4 OF SECTION 32:

THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE NE1/4 SW1/4 OF SECTION 32;

THENCE WEST 1320 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE SW1/4 NW1/4 OF SECTION 32;

**THENCE NORTH 929.38 FEET ALONG THE EAST LINE OF THE SW1/4 NW1/4 SECTION 32*;

THENCE SOUTH 56°43'07" WEST, 744.95 FEET* AT THE SOUTHEAST CORNER OF A CONCRETE WELL PUMP BASE;

THENCE SOUTH 56°11'13" WEST, 1837.92 FEET*

THENCE SOUTH 51°22'05" WEST, 1818.92 FEET*; THENCE SOUTH 37°37'24" EAST, 261.41 FEET*'

THENCE SOUTH 03°43'51" WEST, 731.32 FEET* ON THE SAID BASELINE AND THE POINT OF BEGINNING**

*TO A POINT MARKED BY A 5/8 INCH REBAR WITH CAP STAMPED PL.S. 12751 **DISTANCES AND BEARINGS WITHIN DOUBLE ASTERISKS ARE MEASURED BASIS OF BEARINGS OF MEASURED LINES IN THE NORTH-SOUTH CENTERLINE OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST, M.D.M., WHICH IS SOUTH 00°26'30" WEST,

PARCEL 2:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NEI/4 SW1/4) OF SECTION 2, AND LOT THREE (3) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4) OF SECTION 3, IN TOWNSHIP 1 SOUTH, RANGE 69 EAST, M.D.M., IN LINCOLN COUNTY, NEVADA.

PARCEL 3:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4) OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 EAST, M.D.M. AND LOTS TWO (2) AND THREE (3) AND THE SOUTH HALF OF THE NORTHWEST QUARTER (\$1/2 NW1/4) OF SECTION 2. AND LOTS ONE (1) AND TWO (2) AND THE SOUTH HALF OF THE MORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 3, ALL IN TOWNSHIP 1 SOUTH, RANGE 69 EAST, M.D.M. IN LINCOLN COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN DOCUMENT RECORDED MARCH 2, 1999 IN BOOK 140, PAGE 295 OF OFFICIAL RECORDS AS DOCUMENT NO. 112398 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

HUMBOLDT COUNTY

PARCEL 4:

TOWNSHIP 37 NORTH, RANGE 42 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 1: ALL, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY SECTION 2: ALL, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY

LOT 2, OF THE FINAL MAP OF DIVISION INTO LARGE PARCELS, PREPARED FOR THE CRAWFORD FAMILY LIVING TRUST, LYING WITHIN SECTION 10, TOWNSHIP 37 NORTH, RANGE 42 EAST, M.D.B.&M., RECORDED JANUARY 11, 2010, OFFICIAL RECORDS, HUMBOLDT COUNTY, NEVADA, AS DOCUMENT NO. 2010-234.

TOWNSHIP 38 NORTH, RANGE 42 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 36: S 1/2, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY

TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 19: ALL SECTION 21: ALL SECTION 29: ALL SECTION 31: ALL

LOT 1 OF THAT CERTAIN DIVISION INTO LARGE PARCELS FOR NEVADA LAND AND RESOURCE COMPANY, LLC, LYING WITHIN SECTION 5, TOWNSHIP 36 NORTH, RANGE 34 EAST AND SECTION 33, TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE HUMBOLDT COUNTY RECORDER ON MARCH 19, 1999, UNDER FILE NO. 1999-1707, HUMBOLDT COUNTY, NEVADA.

PARCEL 6:

TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 20: ALL SECTION 28: ALL

SECTION 32: LOTS 1, 2, 3, AND 4; NE 1/4; S 1/2

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF ANY COUNTY ROAD OR STATE OR FEDERAL HIGHWAY.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY RAILROAD RIGHT-OF-WAY.

PARCEL 7:

TOWNSHIP 39 NORTH, RANGE 41 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 1: SW 1/4
SECTION 3: ALL
SECTION 9: NE 1/4
SECTION 11: ALL
SECTION 15: ALL
SECTION 21: ALL

PARCEL 8:

TOWNSHIP 37 NORTH, RANGE 40 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 7: ALL
SECTION 18: ALL
SECTION 19: ALL
SECTION 20: ALL
SECTION 28: NW 1/4 NW 1/4 NW 1/4
SECTION 29: ALL
SECTION 30: ALL

TOWNSHIP 37 NORTH, RANGE 39 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 25: ALL

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN ANY COUNTY OR STATE ROAD.

PARCEL 9A

TOWNSHIP 35 NORTH, RANGE 32 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:

SECTION 30: ALL

PARCEL 9B:

APPURTENANT NONEXCLUSIVE ROADWAY AND UTILITY EASEMENTS FOR BENEFIT OF PARCEL 9A, GRANTED BY THE EASEMENT DEED BY AND BETWEEN NEVADA LAND AND RESOURCE COMPANY, LLC, A DELAWARE LINCTED LIABILITY COMPANY, AND RODNEY ST. CLAIR, FILED FOR RECORD IN HUMBOLDT COUNTY, NEVADA ON JUNE 4, 2001, AS DOCUMENT NO. 2001-2204.

PERSHING COUNTY

PARCEL 69:

TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B.&M., PERSHING COUNTY, NEVADA:

SECTION 2: SW 1/4 NE 1/4; NW 1/4 SE 1/4; SW 1/4; NW 1/4 SE 1/4 SECTION 10: E 1/2 SE 1/4 SECTION 11: NW 1/4; W 1/2 SW 1/4

SECTION 14: NW 1/4 NW 1/4 SECTION 15: NE 1/4; N 1/2 SE 1/4

PARCEL 70:

TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B.&M.

SECTION 2: LOTS 3 AND 4, SW 1/4 NW 1/4, SW 1/4 SE 1/4; SECTION 3: E 1/2 SE 1/4; SECTION 10: E 1/2 NE 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4; SECTION 11: NE 1/4 SW 1/4; SECTION 14: SW 1/4 NW 1/4, NW 1/4 SW 1/4; SECTION 15: S 1/2 SE 1/4; SECTION 22: NE 1/4

PARCEL 71:

TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B.& M., PERSHING COUNTY, NEVADA:

SECTION 2: LOT 2 OF THE NORTHEAST QUARTER (NE 1/4) SECTION 11: NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)

PARCEL 72:

TOWNSHIP 28 NORTH, RANGE 38 EAST, M.D.B.& M., PERSHING COUNTY, NEVADA:

SECTION 14: EAST HALF (E 1/2)
SECTION 17: SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)
SECTION 19: NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4)
SECTION 28: SOUTHEAST QUARTER (SE 1/4)
SECTION 31: LOT 3 OF THE SOUTHWEST QUARTER (SW 1/4)
SECTION 35: SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);
WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4); NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (NE 1/4); SOU

PARCEL 73:

TOWNSHIP 29 NORTH, RANGE 38 EAST, M.D.B.R.M., PERSHING COUNTY, NEVADA:

SECTION 7: LOT 4 OF THE SOUTHWEST QUARTER (SW 1/4) SECTION 20: NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) SECTION 31: NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) SECTION 32: NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4)

PARCEL 74:

TOWNSHIP 30 NORTH, RANGE 39 EAST, M.D.B.& M., PERSHING COUNTY, NEVADA:

SECTION 30: SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) SECTION 32: NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4);NORTHEAST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4)

