

When recorded, mail to:

John C. Miller, Esq.
Suite 201 - Blohm Bldg.
Elko, Nevada 89801

146823

TERMINATION AGREEMENT AND BILL OF SALE

This TERMINATION AGREEMENT, QUITCLAIM DEED, and BILL OF SALE dated as of December 31, 1992 is made and entered into by and between the TS RANCH JOINT VENTURE, AGRI BEEF CO., ("AGRI BEEF") and ELKO LAND AND LIVESTOCK COMPANY ("ELCO").

W I T N E S S E T H:

WHEREAS, ELCO and SNAKE RIVER CATTLE TRUCKING CO. ("SNAKE RIVER"), a predecessor of AGRI BEEF entered into that certain T Lazy S Ranch Joint Venture Agreement dated June 16, 1983, as amended September 1, 1987 and July 20, 1988 (hereafter "the 1983 Agreement").

WHEREAS, by operation of merger as of October 1, 1988, SNAKE RIVER merged into AGRI BEEF;

WHEREAS, by Third Amendment dated January 1, 1991, ELCO and AGRI BEEF entered into an Agreement amending, revising, supplanting and superseding the 1983 Agreement (hereafter, "the 1991 Agreement") and which changed the name of the venture to the TS RANCH JOINT VENTURE;

Doc. No. 1002

BOOK 252 PAGE 427

WHEREAS, AGRI BEEF is the Operator of the TS RANCH JOINT

VENTURE;

WHEREAS, AGRI BEEF desires to terminate the 1983 Agreement, the 1991 Agreement, and the TS RANCH JOINT VENTURE, and

WHEREAS, upon such termination, the assets and other property of the TS RANCH JOINT VENTURE, except for the livestock owned by the TS RANCH JOINT VENTURE previously divided by the parties, are to be conveyed to ELLCO.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and

other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the

parties agree as follows:

1. TERMINATION. The 1983 Agreement, the 1991 Agreement,

and the TS RANCH JOINT VENTURE are hereby terminated effective

December 31, 1992. Except as specifically set forth herein and

in the Water Rights Quitclaim Deed, the Assignment and Quitclaim

Deed, the Ranch Lease and Termination Agreement, and the TS Hydro

Agreement of even date herewith, each party hereby releases the

other party from any and all liability, direct or indirect,

arising from the TS RANCH JOINT VENTURE.

2. CONVEYANCE. The TS RANCH JOINT VENTURE, acting through AGRI BEEF, as Operator, and AGRI BEEF, in its individual capacity, hereby transfer, grant, bargain, sell, convey and assign to ELICO all of their right, title and interest in and to all of the assets owned, used, or leased by the TS RANCH JOINT VENTURE (except for the livestock previously divided by the parties), including without limitation, all leasehold interests, permits, licenses, fixtures, inventory, improvements, machinery and equipment owned, used or leased by the TS Ranch Joint Venture. AGRI BEEF warrants that it has no knowledge of any claims, demands, liens, encumbrances, mortgages, or other burdens against such assets and that there are no claims, demands, liens, encumbrances, mortgages or other burdens against such assets created by, through or under AGRI BEEF or SNAKE RIVER, except as set forth in Exhibit "A" hereto.

3. SURVIVAL. The parties agree that the indemnities contained in the 1991 Agreement shall survive termination of the 1991 Agreement and shall be binding on the parties hereto, but only as to claims based upon activities or conduct that occurred prior to December 31, 1992.

4. CATTLE. The parties acknowledge that cattle owned by ELICO are currently in feed lots owned by AGRI BEEF, an affiliate of AGRI BEEF, located in American Falls, Idaho and Moses Lake, Washington. The parties agree that accounting related to costs

and revenues associated with such cattle shall be accounted for separately from this Agreement.

5. OSHA VIOLATION. The parties agree that the costs of contesting and defending OSHA Citation and Notification of

Penalty S6586, 092192, Inspection Number 114591985 and Docket No. RNO 92-584, Nevada Occupational Safety and Health Reviews Board, Administrator of the Division of Enforcement for Industrial Safety and Health, including any fines resulting therefrom, are a mutual obligation of ELLCO and AGRI BEEF, which obligation shall be borne 50% by each of ELLCO and AGRI BEEF.

6. FURTHER ASSURANCES. Each of the parties agree to take such actions and execute such additional instruments and records as may be reasonably requested from time to time necessary or convenient to implement and carry out the intent of this Agreement.

7. RECORDATION. This Termination Agreement, Quitclaim Deed and Bill of Sale may be recorded by any party hereto.

8. BINDING EFFECT. This Termination Agreement, Quitclaim Deed and Bill of Sale shall be binding on the parties hereto and their successors and assigns.

9. NEGOTIATIONS. The parties hereto agree that they have

entered into this Agreement after conducting negotiations in which they had, or had an opportunity to obtain, the advice of counsel or others knowledgeable in ranching operations and practices, and the termination of joint ventures. The fact that one party hereto caused this Agreement to be reduced to writing is not intended by either party to raise a presumption of any type as to the interpretation of this Agreement. In the event of a later dispute concerning the meaning of this Agreement, neither party hereto will raise the issue of, or claim, a presumption against the party causing the Agreement to be prepared.

Doc. No. 1002

TS RANCH JOINT VENTURE

By: AGRI BEEF CO., Operator

By: W.B. Young

Its: C.F.O.

Print Name: W.B. Young

ELKO LAND AND LIVESTOCK COMPANY

By: Graham M. Clark, Jr.

Its: Vice President

Print Name: Graham M. Clark, Jr.

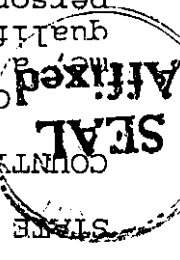
AGRI BEEF CO.

By: W.B. Young

Its: C.F.O.

Print Name: W.B. Young

STATE OF Colorado)
COUNTY OF Denver) ss.



On August 30, 1993, personally appeared before me, a Notary Public, Graham M. Clark, Jr., a duly qualified and elected officer of ELKO LAND AND LIVESTOCK COMPANY, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.

NOTARY PUBLIC

W.B. Young

My Commission Expires Nov. 18, 1998



On August 16, 1993, personally appeared before me, a Notary Public, W.B. Rowland, a duly qualified and elected officer of AGRI BEEF CO., as operator of the TS Ranch Joint Venture, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.

STATE OF Idaho)
COUNTY OF Ada) ss.



On August 16, 1993, personally appeared before me, a Notary Public, W.B. Rowland, a duly qualified and elected officer of AGRI BEEF CO., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the

STATE OF Idaho)
COUNTY OF Ada) ss.

NOTARY PUBLIC

John L. Hogstrom

NOTARY PUBLIC

John L. Hogstrom

EXHIBIT A
TO
TERMINATION AGREEMENT AND BILL OF SALE

ENCUMBRANCES

1. OSHA Citation and Notification of Penalty S6586,
092102

2. Two retail installment contracts between Agri-
Service Inc., Twin Falls, Idaho and the Joint
Venture dated October 15, 1990 and July 15, 1990,
respectively, concerning purchase of 2 new Hesson
Accumulators and 2 new Hesson Balers,
respectively.

BOOK 252 PAGE 427
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
John Miller
93 SEP 22 P 3:24

EUREKA COUNTY, NEVADA
M.M. REBAL, RECORDER
FILE NO.
FEE \$ 12.00

145823

8

BOOK 252 PAGE 434