

When Recorded, mail to:
John C. Miller, Esq.
Suite 201, Blohm Bldg.
Elko, Nevada 89801

146824

RANCH LEASE TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 1992, by and between ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation, ("LESSOR"); and the TS RANCH JOINT VENTURE, ("LESSEE"), a joint venture between LESSOR and AGRI BEER CO., an Idaho corporation, formerly SNAKE RIVER CATTLE TRUCKING CO., aka SNAKE RIVER CATTLE TRUCKING COMPANY and, SNAKE RIVER CATTLE TRUCKING COMPANY, INC., ("OPERATOR");

W I T N E S S E T H:

WHEREAS by certain Ranch Lease Agreement ("1983 Ranch Lease Agreement") dated as of June 16, 1983, the LESSOR leased real property known as the TS Ranch in Lander, Eureka and Elko counties, Nevada, to the TS RANCH JOINT VENTURE, a joint venture which at that time was composed of the LESSOR and SNAKE RIVER CATTLE TRUCKING CO., a Memorandum of which was duly recorded in the Official Records of Eureka County, Nevada, on June 23, 1983, in Book 111, at Page 332; in the Official Records of Lander County, Nevada, on June 23, 1983, in Book 225, at Page 503; and in the Official Records of Elko County, Nevada, on June 23, 1983, in Book 425, at Page 321; and

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WHEREAS through merger SNAKE RIVER CATTLE TRUCKING CO. is

now known as AGRI BEEF CO.; and

WHEREAS by that certain Ranch Lease Agreement ("1991 Ranch Lease Agreement") dated as of January 1, 1991, which Lease

superseded the 1983 Lease, the LESSOR leased the real property described in Exhibit A (the "TS Ranch") and all appurtenances, improvements, buildings, structures, fixtures,

utility and water structures, distribution systems, fences, roads and roadways, agricultural improvements and developments, and water and water rights existing at the date thereof and

acquired thereafter (the real and other property is hereafter collectively known as the "Subject Property") to the TS Ranch

Venture, a joint venture composed of the LESSOR and AGRI BEEF CO.

NOW THEREFORE, in consideration of the mutual promises,

conditions and covenants contained herein, the parties agree as

follows:

1. RELEASE OF LEASE: LESSOR and Operator hereby release

and surrender unto LESSOR all of their right, title and interest in and to the 1991 Ranch Lease Agreement, and the 1983 Ranch

Lease Agreement. It is understood and agreed by the parties that the 1983 Ranch Lease Agreement was superseded by the 1991 Ranch Lease Agreement and has not been in force and effect since

January 1, 1991.

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2. RECONVEYANCE. LESSEE and Operator hereby grant,

bargain, sell, convey and assign unto LESSOR all of their right, title, and interest in and to the Subject Property and all other properties used or useful in the operation of the TS Ranch joint Venture, including without limitation all licenses, applications, grazing and other permits.

3. WARRANTIES. AGRI BEEF CO., having been a joint venturer in the TS RANCH JOINT VENTURE, and the Operator of the joint Venture operations on the TS Ranch, hereby warrants to the LESSOR that it has no knowledge of any liens, claims or encumbrance attaching to the Subject Property and that no liens, claims or encumbrances made or suffered by, through, or under it attach to the Subject Property or other property conveyed herein, except those set forth in Exhibit B attached hereto.

In addition, AGRI BEEF CO. warrants to the LESSOR that all grazing rights and permits appurtenant to the TS Ranch are in good standing with the Bureau of Land Management as of December 31, 1992 and that neither AGRI BEEF CO. nor SNAKE RIVER CATTLE TRUCKING CO. has acquired any rights to graze the public domain lands by virtue of their positions as Operator of the TS RANCH JOINT VENTURE, and managers of the TS Ranch.

4. FURTHER ASSURANCES. On and after the date of this

Agreement, the parties hereto, hereby promise, covenant and agree

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to execute any and all documents necessary to carry out the intent of this Release and Agreement.

5. PROVISIONS TO SURVIVE. Section 15 of the 1991 Ranch Lease Agreement and the provisions and warranties contained in this Agreement shall survive termination of the 1991 and 1983 Ranch Lease Agreements, but only as to claims based upon activities and conduct that occurred prior to December 31, 1992 and shall be binding on the parties hereto thereafter.

6. BINDING EFFECT: All of the terms, conditions, warranties, covenants and agreements herein contained shall be binding on the parties hereto, their partners, heirs, successors and assigns.

7. RECORDATION: The parties hereto agree that this Agreement may be recorded by any party hereto.

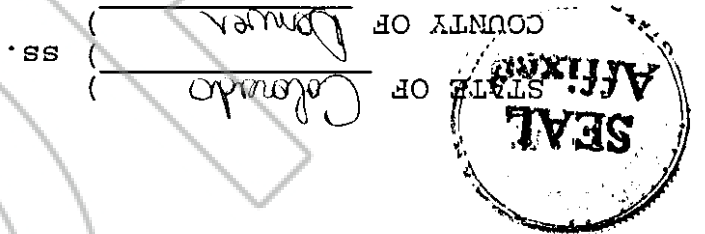
8. NEGOTIATIONS: The parties hereto agree that they have entered into this Agreement after conducting negotiations in which they had, or had an opportunity to obtain, the advice of counsel or others knowledgeable in ranching operations and practices, and the termination of joint ventures. The fact that 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.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation
By: Graham M. Clark, Jr.
Title: Vice President
Print Name: Graham M. Clark, Jr.

TS RANCH JOINT VENTURE
By: AGRI BEEF CO., an Idaho corporation
By: W.B. Rauling
Title: CEO
Print Name: W.B. Rauling



On August 20, 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.

Graham M. Clark, Jr.
NOTARY PUBLIC

My Commission Expires Nov. 18, 1996



On August 16, 1993, personally appeared before me, a Notary Public, W. B. Rountree, a duly qualified and elected office of AGRI BEEH 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 above instrument.

STATE OF Idaho)
COUNTY OF Ada)
ss.)

NOTARY PUBLIC

Jim L. Hogston

All real property rights located within, and appurtenant to, the lands described below, generally located with Lander, Eureka and Elko counties, Nevada:

EXHIBIT A

Township 32 North, Range 46 East
Sections: 1 - 6

Township 33 North, Range 46 East
Sections: 25, 33 - 36

Township 32 North, Range 47 East
Sections: 1 - 6

Township 33 North, Range 47 East
Sections: All

Township 32 North, Range 48 East
Sections: 6

Township 33 North, Range 48 East
Sections: All

Township 34 North, Range 48 East
Sections: All

Township 35 North, Range 48 East
Sections: 24 - 26, 35 - 36

Township 32 North, Range 49 East
Sections 1 - 6, 9 - 12

Township 33 North, Range 49 East
Sections: All

Township 34 North, Range 49 East
Sections: All

Township 35 North, Range 49 East
Sections: All

Township 36 North, Range 49 East
Sections: All

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Township 37 North, Range 49 East

Sections: 24 - 25, 35 - 36

Township 32 North, Range 50 East

Sections: 1 - 18

Township 33 North, Range 50 East

Sections: All

Township 34 North, Range 50 East

Sections: All

Township 35 North, Range 50 East

Sections: All

Township 36 North, Range 50 East

Sections: All

Township 37 North, Range 50 East

Sections 18 - 20, 27 - 34

Township 31 North, Range 51 East

Sections: 3 - 5, 9

Township 32 North, Range 52 East

Sections: All

Township 33 North, Range 51 East

Sections: All

Township 34 North, Range 51 East

Sections: All

Township 35 North, Range 51 East

Sections: All

Township 36 North, Range 51 East

Sections: All

Township 35 North, Range 52 East

Sections: 6 - 7, 18 - 19, 30

EXHIBIT B
TO
RANCH LEASE TERMINATION AGREEMENT

A. PERMITTED CLAIMS, LIENS AND ENCUMBRANCES

1. OSHA citation and Notification of Penalty S6586, 092192
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 Heston Accumulators and 2 new Heston Bailers, respectively.

B. LEASEHOLD PAYMENTS TO BE MADE HEREWITH

None

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
John Miller
93 SEP 22 P 3:25
EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDER
FILE NO. 145824
FEE \$3 -