

AGREEMENT TO TERMINATE FARM LEASE BY MUTUAL CONSENT

Agreement made on April 30, 1989, between FACILITIES LEASING CORPORATION, herein referred to as "Lessor", and BRIER SPRINGS HEREFORDS, a partnership consisting of J. Anthony Giacomini and Sydney K. Giacomini, herein referred to as "Lessee";

W I T N E S S E T H:

RECITALS: The parties recite as follows:

1. Lessor and Lessee are parties to a Farm Lease dated April 1, 1975, by which Lessor demised to Lessee for the period from April 1, 1975, to and including March 31, 1995, the premises located in Klamath County, Oregon, described in that certain Memorandum of Farm Lease dated April 1, 1975, recorded July 21, 1975, in Vol. M-75, page 8285, Deed Records of Klamath County, Oregon. Reference to the recorded Memorandum of Farm Lease is made for the description of the real property described in it.

2. The parties desire to terminate and cancel the Farm Lease and the tenancy as of April 30, 1989, and to release each other from their respective obligations under the Farm Lease.

AGREEMENT: In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Farm Lease shall be and hereby is terminated and cancelled and the term thereof is brought to an end as of April 30, 1989, with the same force and effect as if the term of this Farm Lease were, by the terms thereof, fixed to expire on April 30, 1989, and not on March 31, 1995, as provided in the Farm Lease, subject to the terms and conditions set forth below.

2. Lessor and Lessee are released and discharged from their respective obligations to observe the terms and conditions of the Farm Lease on their respective parts to be observed.

3. Lessee shall vacate the premises on or before April 30, 1989.

4. All of the terms and conditions herein contained shall be binding on and inure to the benefit of the parties, and the respective heirs, legal representatives, successors, and assigns of the parties.

5. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

Executed on the day and year first above written.

FACILITIES LEASING CORPORATION

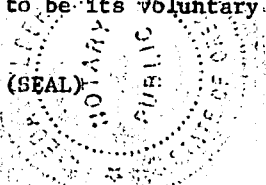
By J. Anthony Giacomini
J. Anthony Giacomini, President, Lessor

J. Anthony Giacomini
J. Anthony Giacomini

Sydney K. Giacomini
Sydney K. Giacomini
dba Brier Springs Herefords, Lessee

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On the 30th day of April, 1989, personally appeared before me and J. Anthony Giacomini who, being duly sworn, did say that he is the president of FACILITIES LEASING CORPORATION, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; he acknowledged said instrument to be its voluntary act and deed.



Notary Public for Oregon
My Commission Expires: 6-1-89

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On the 30th day of April, 1989, personally appeared before me J. ANTHONY GIACOMINI & SYDNEY K. GIACOMINI, dba BRUER SPRINGS HEREFORDS and acknowledged the foregoing instrument to be their voluntary act and deed.



J. A. Giacomini
Notary Public for Oregon
My Commission Expires: 6-1-89

WHEN RECORDED MAIL TO:

SYDNEY K. GIACOMINI
635 Main Street
Klamath Falls, Oregon 97601

MAIL TAX STATEMENTS TO:

(Don't use this space; reserved for recording label in extension where used.)

STATE OF OREGON

County of Klamath
I certify that the within instrument was received for record on the 6th day of July, 19 89, at 3:34 o'clock P.M. and recorded in book M89 on page 12421 or as filing fee number 2343, Record of Deeds of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn
County Clerk
By D. Sullivan Deputy

Fee \$13.00