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AMENDMENT TO SHORT FORM OF OPTION AGREEMENT

THIS AMENDMENT TO SHORT FORM OF OPTION AGREEMENT provides record that there have been amendments to an unrecorded agreement as contained in a document entitled "Option Agreement" dated November 15, 1993 by and between:

G. AARON HANSON SHEEP COMPANY, a Utah corporation, as Optionor, referred to in the Option Agreement and the amendments thereto, the Short Form of Option Agreement and this Amendment to Short Form of Option Agreement as "Seller"; and

SMITHFIELD OF UTAH, INC., a Delaware corporation, as Optionee, referred to in the Option Agreement and the amendments thereto, the Short Form of Option Agreement and this Amendment to Short Form of Option Agreement as "Buyer".

RECITALS

A. As the parties to the November 15, 1993 Option Agreement, Seller and Buyer recorded a document entitled "Short Form of Option Agreement" as Entry No. 181813 in Book 272 at Pages 355-363 of records in the office of the Beaver County, Utah Recorder on December 6, 1993. This Amendment to Short Form of Option Agreement relates to the same Option Agreement, as amended, and the Short Form of Option Agreement.

B. Buyer and Seller have amended the Option Agreement by execution of two (2) documents entitled "First Amendment to Option Agreement" ("First Amendment") and "Second Amendment to Option Agreement" ("Second Amendment").

NOW, THEREFORE, the parties have executed this Amendment to Short Form of Option Agreement to provide notice that the Option Agreement, as amended by the First Amendment and Second Amendment, provides, in part, for the following:

1. The same real property which was the subject of the Option Agreement and Short Form of Option Agreement is also the subject of the First Amendment and Second Amendment. The land is located partly within Beaver County and partly within Millard County in the State of Utah and is described in Exhibit "A" attached to this Amendment to Short Form of Option Agreement.

2. The Option Agreement, as amended by the First Amendment and by the Second Amendment, also applies to all water rights that are appurtenant to the property described in Exhibit "A" to this Amendment to Short Form of Option Agreement. The parties believe the water rights appurtenant to the property

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10:00 o'clock A M
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Beaver County Recorder
Fee \$ 65⁰⁰

described in Exhibit "A" are referenced under the Seller's name in the records of the Utah State Engineer's office as Water Rights Numbers 71-2530, 71-2531, 71-2533, 71-2534, 71-2632 and 71-2759.

3. The Option Agreement, as amended by the First Amendment and by the Second Amendment, also applies to grazing permits issued and administered by the Bureau of Land Management of the United States Department of Interior ("BLM") and a grazing lease issued by the State of Utah. The BLM grazing permits designate the land described in Exhibit "A" as the base property for such permits. BLM designates the grazing permits as the Hanson Allotment and the Whitaker Allotment. The State of Utah grazing lease is designated as Division of Lands and Forestry Grazing Lease No. 21557.

4. The land described in Exhibit "A", the water rights described in paragraph 2, and the BLM grazing permits and State grazing lease referred to in paragraph 3 are referred to in the Option Agreement, the Short Form of Option Agreement and this Amendment to Short Form of Option Agreement as the "Property." The First Amendment and the Second Amendment also both apply to the Property.

5. The Second Amendment provides that Buyer has irrevocably exercised its right to purchase the Property. The Second Amendment further provides that closing (as the term "closing" is defined in Section 10 of the Option Agreement) shall occur on or before December 20, 1995, or within such additional time as the Seller may elect, but in any event not later than May 1, 1996.

6. There are additional amendments to the Option Agreement set out in the First Amendment and Second Amendment. Except as modified by the First Amendment and Second Amendment, the Option Agreement has been ratified by the parties and continues in effect.

7. This Amendment to Short Form of Option Agreement is prepared to provide recorded notice that the Option Agreement, as amended by the First Amendment and Second Amendment, remains in effect and that the term of the Option Agreement has been extended. This Amendment to Short Form of Option Agreement does not contain, refer to or summarize all terms and conditions set out in the Option Agreement or the First Amendment and Second Amendment. Further, this Amendment to Short Form of Option Agreement is not intended to supplement the terms of the Option Agreement, as amended. The Option Agreement, First Amendment, and Second Amendment shall be construed to be but one (1) agreement. In the event there is conflict between the Short Form as amended by this Amendment to Short Form of Option Agreement and the Option Agreement, as amended, or if this Amendment to Short Form of Option Agreement appears to supplement the Option Agreement, as amended,

the language of the Option Agreement, First Amendment and Second Amendment shall control.

IN WITNESS WHEREOF, Seller and Buyer have signed this Amendment to Short Form of Option Agreement effective as of the ~~26th~~ day of ~~October~~ ^{14th} ~~November~~, 1995.

SELLER:

G. AARON HANSON SHEEP COMPANY, a Utah corporation,

By: *William T. Acord*
WILLIAM T. ACORD, President

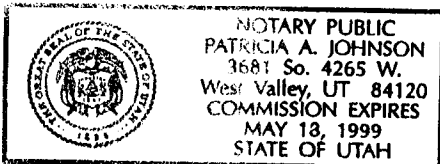
BUYER:

SMITHFIELD OF UTAH, INC., a Delaware corporation,

By: *Robert G. Adams*
ROBERT G. ADAMS, Authorized Agent

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of November, 1995, by WILLIAM T. ACORD, the President of G. Aaron Hanson Sheep Company, a Utah corporation, who duly acknowledged to me that he executed the same with proper authorization on behalf of said corporation.



Patricia A. Johnson
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF BEAVER)

On the 15th day of November, 1995, personally appeared before me ROBERT G. ADAMS, who, being by me duly sworn, did

say, that he, the said ROBERT G. ADAMS is the authorized agent of Smithfield of Utah, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said ROBERT G. ADAMS duly acknowledged to me that said corporation executed the same.



Trisha Netto
Notary Public

DESCRIPTION OF PROPERTY

Real property located in Millard and Beaver Counties,
State of Utah, more particularly described as follows:

SERIAL #: 1571 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 6
DESCRIPTION: S 35.68 rds of SE¼

SERIAL #: 1574 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 7
DESCRIPTION: Lots 3 & 4 E½ SW¼; NE¼

SERIAL #: 1576 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 17
DESCRIPTION: W½

SERIAL #: 1577 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 18
DESCRIPTION: All Sec 18

SERIAL #: 1579 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 19
DESCRIPTION: Lots 3 & 4, E½SW¼ & SE¼

SERIAL #: 1580 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 20
DESCRIPTION: W½

SERIAL #: 1581 COUNTY: BVR TOWNSHIP: 26S
RANGE: 9W SECTION: 29
DESCRIPTION: W½ W½; E½ NW¼; NE¼ SW¼

<u>SERIAL #</u> : 1582	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 9W	<u>SECTION</u> : 30	
/ <u>DESCRIPTION</u> : E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{2}$		
<u>SERIAL #</u> : 1583	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 9W	<u>SECTION</u> : 31	
/ <u>DESCRIPTION</u> : N $\frac{1}{2}$		
<u>SERIAL #</u> : 1587	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 27S
<u>RANGE</u> : 9W	<u>SECTION</u> : 5	
/ <u>DESCRIPTION</u> : S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 3 & 4		
<u>SERIAL #</u> : 2041	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 10W	<u>SECTION</u> : 10	
/ <u>DESCRIPTION</u> : NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$		
<u>SERIAL #</u> : 2044	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 10W	<u>SECTION</u> : 13	
/ <u>DESCRIPTION</u> : W $\frac{1}{2}$		
<u>SERIAL #</u> : 2045	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 10W	<u>SECTION</u> : 14	
/ <u>DESCRIPTION</u> : S $\frac{1}{2}$		
<u>SERIAL #</u> : 2047	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 10W	<u>SECTION</u> : 15	
/ <u>DESCRIPTION</u> : E $\frac{1}{2}$		
<u>SERIAL #</u> : 2056	<u>COUNTY</u> : BVR	<u>TOWNSHIP</u> : 26S
<u>RANGE</u> : 10W	<u>SECTION</u> : 23	
/ <u>DESCRIPTION</u> : All of Sec 23		

SERIAL #: 2057 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 24
DESCRIPTION: All Sec 24

SERIAL #: 2058 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 26
DESCRIPTION: All of Sec 26

SERIAL #: 2059 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 27
DESCRIPTION: All Sec 27

SERIAL #: 2067 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 33
DESCRIPTION: E $\frac{1}{2}$

SERIAL #: 2068 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 34
DESCRIPTION: All Sec 34

SERIAL #: 2069 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 35
DESCRIPTION: 560 acres

SERIAL #: 2070 COUNTY: BVR TOWNSHIP: 26S
RANGE: 10W SECTION: 35
DESCRIPTION: W $\frac{1}{2}$ NW $\frac{1}{4}$

SERIAL #: 2073 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 2
DESCRIPTION: Lots 1,2,3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$ or N $\frac{1}{2}$

SERIAL #: 2123 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 33
DESCRIPTION: NW¼ S¼ SE¼ SE¼

SERIAL #: 2125 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 34
DESCRIPTION: E¼ SE¼, SW¼, S¼ NW¼, SW¼ NE¼

SERIAL #: 2126 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 35
DESCRIPTION: SE¼, W¼ NE¼

SERIAL #: 2127 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 35
DESCRIPTION: NE¼ NE¼, SE¼ NE¼

SERIAL #: 2129 COUNTY: BVR TOWNSHIP: 27S
RANGE: 10W SECTION: 36
DESCRIPTION: W¼ SE¼, S¼ NW¼, N¼ SW¼

SERIAL #: 2130 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 3
DESCRIPTION: SE¼, Lot 4, & SE¼ NE¼, S¼ NW¼, N¼ SW¼

SERIAL #: 2132 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 4
DESCRIPTION: Lots 1, 2 & 3 (N¼ NE¼; NE¼ NW¼) Also S¼ S¼

SERIAL #: 2196 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 9
DESCRIPTION: S¼ NW¼; S¼ NE¼; SE¼ SW¼; NW¼ SE¼; N¼ SW¼

SERIAL #: 2199 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 10
DESCRIPTION: S½ SE¼, Lots 3 & 4, NE¼ SW¼, N½ NE¼

SERIAL #: 2201 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 13
DESCRIPTION: S½

SERIAL #: 2202 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 14
DESCRIPTION: N½

SERIAL #: 2204 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 15
DESCRIPTION: E½; SW¼; SW¼ NW¼; Also Com at NE cor of NW¼ Sec 15, T28S, R10W, SLM; Th S 80 rds; W 80 rds, N 64 rds; E 20 rds; N 16 rds; E 60 rds, to beg.

SERIAL #: 2206 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 16
DESCRIPTION: E½ NW¼, E½ SE¼, SE¼ NE¼, NW¼ SE¼, W½ NE¼

SERIAL #: 2213 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 17
DESCRIPTION: E½ NE¼

SERIAL #: 2255 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 22
DESCRIPTION: SW¼, also NE¼ NE¼

SERIAL #: 2258 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 27
DESCRIPTION: W $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$

SERIAL #: 2323 COUNTY: BVR TOWNSHIP: 28S
RANGE: 10W SECTION: 34
DESCRIPTION: E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ & Lot 4 & S 708 ft of Lot 3

SERIAL #: 2324 COUNTY: BVR TOWNSHIP: 29S
RANGE: 10W SECTION: 3
DESCRIPTION: Lot 3 & 4 (N $\frac{1}{2}$ NW $\frac{1}{4}$)

SERIAL #: 8737 COUNTY: MIL TOWNSHIP: 25S
RANGE: 9W SECTION: 31
DESCRIPTION: S $\frac{1}{2}$

SERIAL #: 8738 COUNTY: MIL TOWNSHIP: 25S
RANGE: 9W SECTION: 32
DESCRIPTION: All of Sec 32, T25S, R9W, SLM

SERIAL #: 8739 COUNTY: MIL TOWNSHIP: 25S
RANGE: 9W SECTION: 33
DESCRIPTION: NE $\frac{1}{4}$

SERIAL #: 8739-1 COUNTY: MIL TOWNSHIP: 25S
RANGE: 9W SECTION: 33
DESCRIPTION: NW $\frac{1}{4}$

SERIAL #: 8911-A COUNTY: MIL TOWNSHIP: 26S
RANGE: 9W SECTION: 6
DESCRIPTION: N 120.32 ac of the SE $\frac{1}{4}$