



Swift & Company

2008

FAX# (308) 395-9295

The Undersigned, hereby covenants, represents, warrants, understands and agrees to the following from the date hereof and for a continuing period of one year:

1. That, all animals presented for slaughter have been handled in a manner to prevent a pharmaceutical or agricultural chemical residue violation. Label dosages, route of administration and withdrawal times have been followed, and only approved FDA pharmaceutical compounds have been used for treatment. Any exception to the previous statement has been administered under a recognized veterinarian-client-patient relationship and proper precautions taken for off-label use. Agricultural chemicals used for herd health management and production of feedstuffs have also been used in compliance with label directions and withdrawals."

2. That I am in compliance with applicable State or National BQA Certification and Verification programs

3. That, ruminant animals presented to Swift & Co. for slaughter have been handled in accordance to meeting Food and Drug Administration's ban of feeding identified mammalian derived protein materials to ruminant animals (21 CFR Part 589). Requirements for establishments and individuals that are responsible for feeding ruminant animals shall entail maintaining copies of purchase invoices and labeling for all feeds containing mammalian derived protein products received for a minimum of one (1) year, and making copies available for inspection and copying by the Food and Drug Administration, if necessary.

4. That, cattle presented to Swift & Co. for slaughter have been grain fed and finished on high concentrate rations (50% or more of ration, NE_g 60 Mcal / 100 lb. ration DM, 100 days on feed for slaughter steers and heifers and 30 days for cows).

5. That, all animals imported from Mexico and Canada are delivered to Swift & Company from this feedlot were legally imported and have resided in the U.S. for at least 100 days prior to being offered for slaughter.

6. That, prior to the sale of any applicable cattle I have been informed either orally or in writing of the details, specifics and/or pricing formulas relating to the sale of said cattle to Swift & Company; and that the said details, specifics and/or pricing formulas have included, when applicable the expected date and place of slaughter, carcass price, condemnation terms, description of the carcass trim, grading to be used, accounting, and any special conditions.

7. That settlement and final payment for "grade and yield" cattle sold to Swift & Company shall be on a "final grade" basis and such "final grade" shall not be deemed to have occurred until after the completion of all relevant re-grading. That, during the term of this Agreement I agree to allow Swift & Company from time to time to hold payment for "grade and yield" cattle delivered and purchased by Swift & Company for each specific sale for three days after "final grade" (unless I otherwise agree in writing) and that Swift & Company shall have unrestricted use and control of any such proceeds until such time as Swift & Company shall have an obligation to tender such proceeds to me.

8. That, by signing below and entering into this irrevocable agreement for deferred payment with Swift & Company, I am entering into a written agreement for the sale of livestock (if applicable) on credit to Swift & Company, a packer; and I understand and agree that in so doing, I waive any right which I may have under the trust provisions of Section 206 of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 106, Pub. L. 94-410), with respect to any such credit sale. I, further agree and understand that the provisions of Paragraph 8 and 9 of this Agreement can be canceled in writing by me or Swift & Company at any time.

9. That this Agreement is executed by me, without any duress or coercion, and after I have either consulted with counsel or been given an opportunity to do so. I have carefully and completely read all of the terms and provisions hereof and represent that I have the knowledge and authority to execute this Agreement.

Feedlot Name (print): _____

Owner/Manager Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Date: _____

Origination Date: April 23, 2008