

No. [REDACTED]

PACKERLAND PACKING, CO., INC.

P.O. BOX 3000, GREEN BAY, WISCONSIN 54305-3000
HOLSTEIN, REGY FUTURE CATTLE CONTRACT

SELLER'S NAME: [REDACTED] COUNTY: [REDACTED]
ADDRESS: [REDACTED] PHONE: [REDACTED]

Buyer confirms purchase from Seller today as follows:

Date: 4/27/99 Delivery month: APRIL 2000 Delivery Location: Green Bay, WI (X)
Other: () ()

Quantity: <u>Holstein Steers (XX)</u>	Quality Grade
<u>Head</u>	USDA 80% Choice - minimum
No. <u>ONE</u> 48,000 lb. Units	Balance Select
	Premium on Prime - see below: Quality Grade

Delivered Price	Mercantile Live Cattle Futures
\$ <u> </u> cwt. live wt.	Price for <u>APRIL</u> <u>1999</u>
\$ <u> </u> cwt. Dressed	Basis Discount = <u>6.00</u>
\$ <u> </u> % hot carcass yield	Net on Holsteins <u> </u>

Delivered Price	Texas Panhandle 5 day weighted Average
\$ <u> </u> cwt. live wt.	Price for <u> </u> <u>19</u>
\$ <u> </u> cwt. Dressed	Basis Discount <u> </u>
\$ <u> </u> % hot carcass yield	Net on Holsteins <u> </u>

DISCOUNT SCALES TO APPLY:

- Weight** Steer and heifer carcasses between 650 lbs. and 900 lbs. shall be par. All carcasses over 900 lbs. shall be discounted at \$15.00 per dressed cwt. Steer and heifer carcasses under 650 lbs. shall be discounted \$15.00 per dressed cwt.
- Quality Grade** USDA 80% choice balance select. Cattle grading "select" in excess of 20% of the contract shall be priced at the contract price minus the difference between USDA box beef choice and select spread the day of slaughter. Cattle grading Prime will receive \$2.00 per dressed cwt., premium. Cattle grading "standard, commercial, bull, dark cutter" shall be priced at prevailing market price on slaughter date.
- Carcass Damage** Carcasses damaged above a 10% allowance per unit due to yellow fat, bruises or grubs, shall be discounted at prevailing market price on slaughter date.
- Yield Grade** All cattle shall be 95% Yield Grade 3 or better - balance Yield Grade 4. Cattle in excess of 5% Yield Grade 4 per unit shall be discounted at prevailing cash market price on slaughter date.
- Carcass Yield** All cattle with hot carcasses yielding less than 61.00% shall reduce the applicable price specified herein accordingly. Likewise, cattle exceeding the hot carcass yield shall increase the applicable price accordingly.
- Other** Up to 20% liver condemnations allowable at par. Liver condemnations in excess of 20% will be discounted using liver value contribution per the USDA by-product value per cwt.

7. All cattle shall be delivered in good and merchantable condition and suitable for immediate slaughter to produce meat for human consumption. All death loss and cullers shall be the responsibility of Seller. Title shall pass to Buyer after final grading.
 8. Cattle shall be priced on the basis of 48,000 lb. Units. All weight in excess of 48,000 lbs. shall be priced at the market price the day of slaughter and subject to the weight and grade criteria of the above paragraphs.
 9. If the live weight # is less than total weight # specified in this contract, and buyers live cattle market price at time of delivery is higher than the contract price, seller shall pay buyer a price per 100# weight equal to the difference between those two prices, multiplied by the weight # short fall.
 10. The seller understands that Packerland will hedge its price risk on the cattle purchased hereunder by selling a Futures Contract or options on the Chicago Mercantile Exchange which will involve financial obligation on Packerland's part. If Seller shall fail for any reason whatsoever to deliver to Packerland the cattle purchased as herein set out, it is agreed the Seller shall promptly pay to Packerland all money advanced on such undelivered cattle and shall further be liable to Packerland in the amount by which the contract

14. All costs incurred by Packerland due to delay in delivery of the cattle past the specified contract month are the responsibility of the Seller and will be deducted from the proceeds by the Buyer unless otherwise agreed to in writing.

15. All purchases are subject to the final approval of Buyer's credit department. Seller agrees to furnish and keep updated all required credit prior to the contracts being submitted.

16. Definitions - as used herein, the following terms shall have the meaning ascribed:

- a. Live weight - the weight of the live cattle purchased at point of delivery.
- b. Hot carcass yield percent - a guaranteed carcass yield percentage as designated herein.
- c. Dressed price - the price computed by dividing the live price per cwt. By the par dressing percentage of hot carcass weight.
- d. Hot carcass weight - the weight of the hot carcasses after slaughter.
- e. All select and choice grades are evaluated and confirmed by the USDA.
- f. Yield grade - identity of carcasses for differences in cutability or yield of boneless, closely trimmed retail cuts from the round, loin, rib and chuck. The yield grades are number 1 through 4.
- g. Carcass yield - the yield computed by dividing the hot carcass weight by the live weight.
- h. Unit - a quantity of cattle containing 48,000 lbs.

17. Payment Seller shall be paid within twenty-four hours of final grading. No advance payment is made.

18. Liens Seller warrants that he has good and merchantable title in the cattle sold hereunder and that said cattle are free and clear of all liens and encumbrances of every nature except: (if none, write "none"). If any liens exist at the time of delivery, Seller authorizes Buyer to make settlement jointly with the Seller and such parties in whose favor the liens and encumbrances have attached. Seller must list lienholder(s) below.

NAME AND ADDRESS OF LIENHOLDER

19. Confidentiality. The parties do each hereby represent and warrant to the other that they hold all terms and conditions of this agreement and all attachments in the strictest of confidence and will not divulge any of the terms thereof to any third party without the express written consent of the other party being first obtained, unless required by law. However, disclosure is specifically allowed to a corporate parent, affiliate, subsidiary or investor feeding cattle under this program. IN NO EVENT shall Seller divulge the terms or provisions of this Agreement to any person or organization.

20. This contract contains the entire agreement between the parties and cannot be varied orally and shall be binding on the heirs, successors and assigns of the parties. Contracts must be signed and returned within ten business days after being received.

The undersigned Seller represents and warrants to Buyer that Seller is a Merchant as such term is defined in the Uniform Commercial Code (UCC), with respect in the cattle which are the subject of this contract. SELLER AGREES TO SELL TO BUYER AND BUYER AGREES TO PURCHASE FROM SELLER THE ABOVE DESCRIBED CATTLE IN ACCORDANCE WITH THE PRECEEDING TERMS AND CONDITIONS WHICH TERMS AND CONDITIONS ARE LEGALLY BINDING ON SELLER. Please sign and return.

Accepted Seller By: [Redacted Signature] Date: [Redacted Date]

Accepted Buyer: PPC. By: _____ Date: _____

1st Inspection signature _____ Date _____ Comments _____

2nd Inspection signature _____ Date _____ Comments _____

3rd Inspection signature _____ Date _____ Comments _____

Packerland Packing Co. Representative: Steve Crapp Phone: 608-623-2519