COBB-VANTRESS, INC.
GP HEN CONTRACT

DATE: Beginning: October 1, 2005 # Houses: 2

Ending: September 30, 2006 Total Sq. Ft.: 41,600

BETWEEN: **COMPANY**: COBB-VANTRESS INCORPORATED, a Delaware Corporation located in Siloam Springs, Arkansas (the "Company")

PRODUCER: Mai Nhia Vue dba Kongs Farm Farm 57
ADDRESS: Rt. 1, Box 459 Westville, OK 74965

As stated above, the terms and conditions of this contract will begin on October 1, 2005, and shall remain in effect for one (1) year or until September 30, 2006, unless terminated pursuant to this Contract. Should this period end while the Producer is housing hens, the term of this Contract shall extend until the flock is picked up by the Company.

COBB-VANTRESS INCORPORATED AGREES

1. To pay a total of $4.07 cents per square foot; consisting of $4.05/ ft. base pay and $.02/ ft. equipment updates (see attached), per year, divided into twelve (12) equal payments, payable in advance the first of each month.

    a. **A bonus will be paid in accordance with "Schedule B" for Lines 12, 58, 35 and 44.**
    b. **A gas allowance of 75% of the price above $1.00 per gallon of propane and off-road diesel or 75% of the price above $7.50 per 1000 cubic feet of natural gas will be given for gas consumed in the incineration of dead chickens, which is defined in "Schedule D".**

2. To pay these monthly payments whether buildings are occupied or not, providing the buildings are clean and in ready condition.

3. To furnish spray material, spray equipment and labor to sanitize buildings.

4. To furnish all bedding material at the beginning of a flock.

5. To outline programs to be followed in the care of poultry on the premises.

6. To furnish all poultry, feed, medication, vaccines, disinfectants, uniforms, and boots

necessary for this flock.

7. To provide technical advice at no cost to the Producer. The Company's technical advisors shall visit the Producer periodically to give advice and assistance as required.

8. To furnish the Producer with hens and roosters. The Company bears the cost of and retains title to these birds.

9. To provide the Producer with feed to nourish the birds at no cost to the Producer. The Company will retain title to any feed on Producer's farm. The Company will also bear the cost of delivering feed to the Producer's farm.

PRODUCER AGREES

1. To furnish all equipment, buildings, lights, gas and necessary labor to care for said poultry on premises.

2. To keep such housing and equipment well maintained and fully operational. The Producer agrees that all such land, buildings (including housing), equipment and other facilities must meet all of the Company's specifications.

3. The Producer agrees to follow the Company's Feeding, Management and Bio-security programs for the flocks.

4. The Producer agrees to provide and maintain roads, bridges, and fences from the nearest county or state maintained road to and alongside the Producer's poultry facilities to ensure easy and safe passage of all Company vehicles, and to pay all tow charges incurred by the Company or its agents due to improperly maintained roads. The Producer agrees to provide approved pads for the mechanical loading and unloading of equipment.

5. The Producer agrees not to use and not to allow to be used during the term of this contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the Company.

6. To rid the premises of any and all poultry or fowl except the Cobb birds involved in this program as outlined in the Cobb-Vantress Bio-Security Program.

7. The Producer agrees to be present or have a knowledgeable representative present and have buildings and equipment prepared at the preset time of (1) delivery of shavings to the farm and (2) each delivery during placement of the Company's flock. The Producer will supply sufficient help at the time of delivery of new pullets and roosters to facilitate the unloading and placement of the new birds. When the poultry is caught, the Producer or his agent shall be present and have prepared the house(s) for the catching crews in accordance with the Company's scheduling.

8. The Producer shall be responsible for removing all dead birds and litter and shall dispose of such in accordance with the Company's specifications and applicable laws. The Producer agrees to maintain an accurate mortality record.

9. To provide plentiful water supply. Water supply must be furnished by city water or deep well. If well should go dry, arrangements must be made immediately to drill another well.

10. The Producer agrees that title to and ownership of the feed, medication and sanitation products shall remain with the Company and further agrees to return to the Company all unused feed, medication, and sanitation products.

11. The Producer agrees that title to and ownership of all chickens are and shall remain with the Company.

12. The Producer agrees to help weigh a sample of the birds on a weekly basis as requested by the Company.

13. The Producer agrees to gather, clean, grade and pack all eggs according to the company's specifications.

14. The Producer agrees to keep all records on daily mortality, daily feed consumption, water consumption, and all other records necessary for the efficient and proper care of the flock as directed by the Company.

15. The Producer agrees to keep all uniforms, towels, boots and other items cleaned and dried at the farm for people entering the premises.

16. The Producer agrees to keep all equipment, including bulk feed storage, watering systems, feeding systems, feed scales, generators, ventilation system and any automated devices and controls properly adjusted and in good operating order.

17. The Producer agrees to keep all entrances locked in the poultry facility in attempt to keep all unauthorized persons out of each house, security compound, and all other secured areas as defined by the Company.

18. The Producer agrees to keep grass mowed, trimmed and debris picked up and to keep a clean and neat appearance on the premises.

19. The Producer agrees to remove all litter and debris from the poultry houses as soon as possible after the completion of the bird cycle.

20. The Producer agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances in performance of this contract, including but not limited to all those governing environmental and poultry litter management.

BEST EFFORTS

Producer and Company agrees to use their best efforts in maintaining the breeder hen flock in such a manner to optimize performance of egg production and hatchability.

IDEPENDENT CONTRACTOR

It is understood that the Producer is an Independent Contractor and is engaged in and exercising independent employment under the terms of this contract. Producer is not a partner, agent, representative or employee of the Company. Producer is responsible for his or her own activities and safety while operating under the terms of the contract, as well as for the activities and safety of his or her agents, employees, and other representatives and any visitor invited by Producer.

RIGHT OF ACCESS

The Producer agrees that the Company, its representatives, and agents shall have the right of access, including without limitation, the chicken houses, at all times for the purposes of inspecting birds or facilities; delivering feed, chickens, or supplies; consulting with reference to the management of the flocks; and taking possession of or removing the birds.

EVENTS OF DEFAULT

Each of the following events or occurrences shall constitute an event of default by the Producer under the agreement:

1. Failure of Producer to adhere to Cobb-Vantress' programs for Farm Management and Bio-security, including satisfactory performance.
2. Failure of the Producer to comply fully and timely with all of the Producer's agreements or obligations under this contract, **including but not limited to environmental and poultry litter management laws, rules, regulations and ordinances**, whether by the Producer's death, accident, illness or otherwise.
3. The occurrence of any default under any financing agreement related to Producer's chicken houses, other facilities or equipment used or useful in raising or keeping the breeder flock.
4. Any actual or attempted levy, seize or attachment of any of the Company's property (including without limitation chickens, medications, feed, sanitation products or equipment) or of any of the Producer's property used or useful in raising or keeping the flocks.
5. The Producer's removal or attempt to remove, in any manner or for any reason, said birds, feed, medication, equipment or sanitation products from the Producer's farm without the Company's written consent, which may be withheld in the Company's sole discretion.
6. The Producer's encumbering, selling, assigning or attempt to encumber, sell or assign birds, feed, medication, equipment or sanitation products without the Company's written consent, which may be withheld in the Company's sole discretion.

REMEDIES OF PRODUCER ON DEFAULT OF COMPANY

If COBB-VANTRESS INCORPORATED shall fail or refuse to pay rent as prescribed, except as authorized below in the "REMEDIES OF COMPANY ON DEFAULT OF PRODUCER" or fail to perform any of the agreed covenants or become insolvent or bankrupt or make an assignment for the benefit of creditors, the Producer has the right at their option to declare this agreement terminated.

PRODUCER'S RIGHT TO TERMINATE

The Producer shall have the right to terminate this Contract with no less than sixty (60) days notice prior to scheduled flock removal from the Producer's farm. This notice shall be given to the Complex Manager in writing.

REMEDIES OF COMPANY ON DEFAULT OF PRODUCER

Upon occurrence of an event of default under this contract, the Company, in its sole discretion, may immediately terminate this contract by giving notice in writing thereof, and the Company may (without further notice, delay or legal process) take immediate possession of poultry feed, medication, sanitation products, equipment, and all other property owned by the Company. Alternatively, the Company shall have the right to utilize the Producer's poultry facilities until the flock reaches maturity as determined by the Company during such operations. Alternatively, failure to adhere to the Cobb-Vantress Bio-Security Program, including such failure by unsatisfactory performance, the Company may, in its sole discretion, either suspend its obligations under the Contract to pay rent as prescribed or to terminate the contract. The Company may also pursue any other remedies at law or equity. No waiver by the Company of any default shall operate as a waiver of any other subsequent default and the rights and remedies reserved to the Company shall be deemed cumulative and not exclusive of any other right provided by law or equity.

REIMBURSEMENT OF COMPANY

At its option, the Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the poultry or growing operation, and pay such other charges as may be incurred by the Producer in maintaining and preserving the poultry. Producer agrees to reimburse the Company for any payment made or any expense incurred by the Company pursuant to this authorization. Producer further agrees that the Company may provide for its reimbursement by deduction and set-off from amounts due to Producer.

NUMBER OF HENS AND ROOSTERS

The Company reserves the right to determine the number and frequency of birds to be placed in the Producer's houses.

SALE OF PRODUCER'S FARM

If the Producer's farm is sold while a flock is in the Producer's houses, consent to assignment of this Contract must be obtained from the Company and any payments to be made at the end of the flock will be paid to the new owner/assignee.

ASSIGNMENT/TRANSFER

Producer agrees that this agreement is not transferable and or/assignable without the prior written consent of the Company. The written consent of the Company must be obtained prior to the sale, assignment or other transfer of any beneficial or record interest in all or any part of the Producer's farm, whether by operation of law or otherwise, while a flock is in the Producer's houses. Assignment of any beneficial or record interest in the Producer's farm by the Producer without the Company's written consent shall be immediate event of default hereunder. The Company may assign this Contract at any time.

MODIFICATIONS

Producer understands and agrees that no agent or employee of the Company has authority to make any oral modification of the contract. Modification of this contract may only be accomplished by written instrument executed by the Producer and an authorized representative of the Company. This contract supersedes all prior agreements (oral or written) between the parties hereto.

PRODUCER:
NCORPORATED

Mai Nhia Va
Kong Lor

DATE: 9/30/05

COBB-VANTRESS

BY: 10/5/05

DATE: John Chile

TSN59505S0K

This Page Intentionally Left Blank

BROILER PRODUCTION CONTRACT
SPRINGDALE

THIS CONTRACT is entered into by and between TYSON POULTRY, INC., (referred to hereinafter as "Company"), and DAVENPORT FARM (Producer or Legal Entity Name), (referred to hereinafter as "Producer"), whose farm address is 13817 HUMMINGBIRD RD FAYETTEVILLE, AR 72701.

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:

1. **Duties of Company.**
   - **A.** Company will furnish Producer with and will retain title and ownership to chickens, feed, and medication. Company will determine the amount, type, frequency, and time of delivery to and pick-up from Producer of chickens, feed, and medication.
   - **B.** Company will provide veterinary services and technical advice to assist Producer's production of Broilers.
   - **C.** Company will comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances in performance of this Contract.

2. **Duties of Producer.**
   - **A.** Producer will furnish labor, materials, and utilities necessary for the receipt of chickens and the production of Broilers and will when appropriate seek Company's technical advice.
   - **B.** Producer will maintain biosecure housing for Company's chickens, feed, and medication, and will promote a disease-free environment.
   - **C.** Producer will comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances in performance of this Contract, including but not limited to all those governing environmental and poultry litter management.

3. **Best Efforts.**
   Company and Producer will use their reasonable best efforts in the production of Broilers.

4. **Compensation.**
   Producer will accept and Company will pay for the production of Broilers the compensation described in and determined by the attached Schedule A.

5. **Risk of Loss.**
   In the event Company's chickens in Producer's house(s) are destroyed by an Act of God, Company will compensate Producer on a pro-rata basis for the time Company's chickens were in Producer's house(s).

6. **No Warranty of Property.**
   COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF, OR OTHERWISE WARRANT, ANY PROPERTY OR PRODUCT (NOT MANUFACTURED OR PRODUCED BY COMPANY) DELIVERED OR RECOMMENDED BY COMPANY TO PRODUCER.

7. **Independent Contractor.**
   Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

8. **Termination.**
   A. Producer has the right to terminate this Contract with no less than sixty (60) days notice prior to scheduled removal of Broilers from Producer's house(s).
   B. Company has the right to terminate this Contract immediately upon default by Producer. The following constitute events of default by Producer:
      i. Use of abusive and threatening language with or threat of physical harm to Company's representatives.
      ii. Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
      iii. Selling, collateralizing, or in any manner encumbering or preventing access of Company to Company's chickens, feed, or medication.
      iv. Failure to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
   C. Company will give notice of default to Producer in writing and, thereafter, may take possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Upon giving notice of default to Producer, Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative and not exclusive of any other right provided by law or equity.

9. **Duration.**
   The terms and conditions of this Contract will begin on 1-20-04 and, unless terminated by Producer or Company, shall conclude on 1-20-05 ("the scheduled conclusion"). If Producer is housing Company's chickens on the scheduled conclusion, the duration of this Contract shall further extend until Broilers at Producer's facility are picked up by Company.

10. **Assignment.**
   Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract.

11. **Entire Agreement.**
   This Contract, including the attached Schedules, contains the entire agreement between Producer and Company regarding the production of Broilers. This Contract supersedes all prior agreements between Producer and Company. **Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral modification of this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by Producer and an authorized representative of Company.**

EXECUTED THIS 20th **DAY OF** Jan, 2004

PRODUCER:	TYSON POULTRY, INC.
Tom Davenport	Kevin Dunlap
430-54-5044	Complex Manager
Social Security No./Tax ID No.	Title
13817 Hummingbird, Rd.	
Address (Mailing)	Address
479-443-3968 (Telephone)	(Telephone)
Cell 957-1244	

12/03 4726

TSN26540S0K

This Page Intentionally Left Blank

BREEDER PULLET CONTRACT

SPRINGDALE

THIS CONTRACT, entered into by and between Tyson Breeders, Inc., whose address is P. O. Box 2020, Springdale, AR, 72765, (hereinafter referred to as the "Company"), and Teddy Brown (Producer or Legal Entity Name), whose farm address is 15132 Stephens Road, Siloam Springs, AR 72761 (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H

In consideration of the mutual covenants of the Company and the Producer as set forth below, the parties agree as follows:

1. **Duties of the Company.**
   - A. **Chicks.** The Company agrees to furnish the Producer with pullet and cockerel chicks. The Company bears the cost of and retains title to these chicks.
   - B. **Feed.** The Company agrees to provide the Producer with feed to nourish the birds at no cost to the Producer. The Company will retain title to any feed remaining on the Producer's farm.
   - C. **Veterinary Services and Medication.** The Company shall provide veterinary services and prescribed medication as it deems necessary for the production of pullets and cockerels. The Company bears the cost of veterinary services and medication. The Company will retain title to any medication on the Producer's farm.
   - D. **Risk of Loss.** The Company will bear the risk of loss of birds, feed, and medication while said property is in the Producer's possession.
   - E. **Technical Advice.** The Company agrees to provide technical advice at no cost to the Producer. The Company Technical Advisors shall visit the Producer periodically to give advice and assistance as required. The Company will provide the Producer with a written guideline of recommended practices that optimizes pullet performance, known as the Company's Pullet Rearing Guide. This guide is not a guarantee of successful results or profits, but rather contains those management practices that, in The Company's opinion, will prove most effective.
   - F. **Scheduling and Catching.** The Company or its designee at its sole discretion shall have the right to schedule the movement of pullets and cockerels. The Company will notify the Producer of the scheduled time for transfer as soon as practicable. The Company shall catch, load and transport the flock to a place designated by the Company at no cost to the Producer.
   - G. **Feed Delivery.** The Company will bear the cost of delivering feed to the Producer's farm.
   - H. **Records.** The Company shall provide the Producer with a legible copy of the chick delivery ticket and feed delivery ticket at time of delivery.
2. **Duties of the Producer.**
   - A. The Producer agrees to furnish all labor, utilities, bedding, supplies, and well-maintained housing and equipment as required by the Company specifications, outlined in the Company's Pullet Rearing Guide.
   - B. The Producer agrees to cooperate with the Company in adopting and/or installing recommended management practices and equipment as presented in the Company's Pullet Rearing Guide.
   - C. The Producer will bear the risk of loss of his own property. The Producer will bear the risk of loss of his compensation in the event of any catastrophe while birds are in his possession.
   - D. The Producer will supply sufficient help at the time of delivery of new chicks to assist in the expeditious unloading and placement of new chicks. When the poultry is caught, the Producer or his agent shall be present and have prepared each house for the catching crews in accordance with the schedule provided by the Company.
   - E. The Producer will maintain all-weather roads to poultry houses and keep feed bins free of any overhanging wires or other obstacles. The Producer will provide adequate space to turn vehicles where necessary. Failure to provide such roads and turning area will make the Producer liable for wrecker or towing charges in addition to any other damages the Company may sustain. The Producer must provide approved pads for mechanical loading and unloading equipment.
   - F. The Producer shall be responsible for the removal of all dead birds and litter and shall dispose of dead birds and litter in accordance with the law applicable to this location. The Producer agrees to maintain an accurate mortality record.
   - G. The Producer agrees to maintain a disease-free environment by allowing no other poultry or fowl of any kind on the Producer's premises, other than the birds placed by the Company.
   - H. The Producer shall comply with all applicable federal, state and local statutes, rules, regulations and ordinances, including but not limited to all those governing environmental and poultry litter management.
3. **Payments.** The Producer agrees to accept as compensation for this Contract and the Company agrees to pay compensation to the Producer as determined by Schedule A attached hereto. Payments will be made to the Producer no later than fifteen (15) days following the last day of the accounting period. Any payment method changes or pay rate changes that are periodically implemented by the Company will be conveyed to the Producer at such time, and Schedule A will be modified to reflect said changes. The Company may setoff any amounts owed to Company by Producer prior to paying the Producer any compensation.
4. **Best Efforts.** The Producer and the Company agree to use their best efforts in maintaining the pullet and cockerel flock in such a manner that optimizes performance.
5. **Farm Sale.** If the Producer's farm is sold while a flock is in the Producer's houses, consent to assignment of this Contract must be obtained from the Company and any payments to be made at the end of the flock will be paid to the new owner/assignee.
6. **Independent Contractor.** It is understood that the Producer is engaged in and is exercising independent employment. The Producer is an independent contractor and is not a partner, agent, or employee of the Company. Producers may join or assist any organization or association of their choice with no effect on this Contract in any way.
7. **Right of Access.** The Company shall have the right of access at all times to the premises in which the poultry is grown for the purposes of inspecting birds, vaccinating birds, delivering feed, chicks, or supplies and removal of birds.
8. **Number and Breed of Pullets and Cockerels.** The Company reserves the right to determine the number, frequency, and breed of birds to be placed in the Producer's houses.
9. **Approved Supplies.** The Producer warrants that he will not use or allow to be used during the period of this Contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the Company. In no way limiting any default provision herein, the Producer agrees that any breach of this section will result in immediate default by the Producer of this Contract and the Company may take action so provided for in Paragraph 13 herein.
10. **No Warranty of Property.** The Company does not warrant quality, merchantability, fitness for purpose or otherwise warrant any product delivered by or recommended by it to the Producer that is not manufactured or produced by the Company.

11. **Events of Default.** Any of the following events or occurrences shall constitute a default by the Producer under this Contract:
    - A. Default under any financing agreement with a lending institution related to the poultry facilities.
    - B. Actual or attempted levy, seizure, or attachment of any of the Company's property.
    - C. Use of abusive language, threat of physical harm, or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.
    - D. Insolvency or bankruptcy of the Producer.
    - E. Failure of the Producer to properly care for and protect any of the Company's property including, but not limited to, the care commonly defined as good animal husbandry practices.
    - F. The occurrence of any event which in the opinion of the Company endangers or impairs the Company's property.
    - G. Failure of the Producer to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances.
    - H. Failure of the Producer to consistently produce pullets and cockerels in an efficient competitive manner, as provided in Paragraph 12 herein.
12. **Performance Improvement Procedure.** The Producers' whose performance is not consistent with the Company's Pullet Rearing Guide, may be placed on "Intensified Management" status, as defined in the Company's Pullet Rearing Guide. When a Producer is placed on "Intensified Management" status, the program defined in the Company's Pullet Rearing Guide will be adhered to and the following shall occur:
    - A. The Producer will be required to meet with the Company's Breeder Manager and Technical Advisor concerning his status and will be given specific written recommendations the Producer should adopt to improve his performance.
    - B. All Company actions shall be preceded by written notice to the Producer.
    - C. Should the Producer dispute any Company action, the Producer should attempt to resolve the conflict with the Company's local management. If the conflict is not resolved to the Producer's satisfaction, the Producer should utilize the Conflict Resolution Process as described in the Company's Pullet Rearing Guide.
13. **Remedies of Company on Default of Producer.** Upon default or breach of any of the Producer's obligations under this Contract, the Company may immediately cancel this Contract by giving notice in writing, and the Company may, without further notice, delay or legal process, take possession of poultry, feed or other property owned by the Company. The Company shall have the right to utilize the Producer's poultry facilities until the flock is approximately twenty (20) weeks old. The Company may also pursue any other remedies at law or equity.
14. **Waiver of Default.** No waiver by the Company of any default shall operate as a waiver of any other subsequent default and the rights and remedies reserved to the Company shall be deemed cumulative and not exclusive of any other right provided by law or equity.
15. **Reimbursement of Company.** At its option, the Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the poultry or other property of the Company, and pay such other charges as may be incurred by the Producer in maintaining and preserving the poultry. The Producer agrees to reimburse the Company for any payment made or any expense incurred by the Company pursuant to this authorization.
16. **Producer's Right to Terminate.** The Producer shall have the right to terminate this Contract with no less than sixty (60) days notice prior to scheduled flock removal from the Producer's farm. This notice must be given to the Company Breeder Manager in writing.
17. **Term of Contract.** The terms and conditions of this Contract will begin on 1-16-04 and shall remain in effect for ONE ( ) year(s) or until 1-16-05 unless terminated pursuant to this Contract. Should this period end while the Producer is housing a flock of pullets and cockerels, the term of this Contract shall further extend until the said flock is picked up by the Company. The Producer understands and agrees that no agent, servant, or employee of the Company has authority to make any oral modification to this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by the Producer and an authorized representative of the Company.
18. **Assignment.** The Company may assign this Contract at any time. The Producer may assign this Contract only with the written consent of the Company.
19. **Prior Agreement.** This Contract supersedes all prior agreements between the parties hereto. This Pullet Contract, any amendments thereto, and the Company's Pullet Rearing Guide constitute the entire agreement between the Producer and the Company regarding the rearing of pullets.

EXECUTED THIS 16th **DAY OF** January, 2004.

PRODUCER:

X Bobby Brown

X 451-66-2467
Social Security No. / Tax ID No.

X 15325 Copeland Rd
Mailing Address

X Siloam Springs, Ar
County Farm Resides In

X (479) 524-5083
Telephone:

TYSON BREEDERS, INC.

Complex Manager
Title

1/16/04
Address

( )
Telephone

This Page Intentionally Left Blank

/0

BROILER CONTRACT
TYSON POULTRY, INC.
SPRINGDALE

THIS CONTRACT, entered into by and between TYSON POULTRY, INC., whose address is P. O. Box 2020, Springdale, AR, 72765, (hereinafter referred to as the "Company"), and G I M whose farm address is 2401 JOHNSON ROAD SPRINGDALE, AR 72762 (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H

In consideration of the mutual covenants of the Company and the Producer as set forth below, the parties agree as follows:

1. **Duties of the Company.**
   - A. **Chicks.** The Company agrees to furnish the Producer with chicks, randomly placed from the hatchery's production. The Company bears the cost of and retains title to these chicks.
   - B. **Feed.** The Company agrees to provide the Producer with feed to nourish the birds at no cost to the Producer. The Company will retain title to any feed remaining on the Producer's farm.
   - C. **Veterinary Services and Medication.** The Company shall provide veterinary services and prescribed medication as it deems necessary for the production of broilers. The Company bears the cost of veterinary services and medication. The Company will retain title to any medication remaining on the Producer's farm.
   - D. **Risk of Loss.** The Company will bear the risk of loss of birds, feed, and medication while said property is in the Producer's possession. The Company will pay the Producer for the time the birds were in the Producer's houses on a pro-rata basis in the event an Act of God destroys the birds during a growout cycle.
   - E. **Technical Advice.** The Company agrees to provide technical advice at no cost to the Producer. The Company Technical Advisors shall visit the Producer periodically to give advice and assistance as required. The Company will provide the Producer with a written guideline of recommended practices that optimizes broiler performance, known as the Company's Broiler Growing Guide. This guide is not a guarantee of successful results or profits, but contains those management practices that, in the Company's opinion, will prove most effective.
   - F. **Scheduling and Catching.** The Company or its designee at its sole discretion shall have the right to schedule the broilers for processing. The Company will notify the Producer of the scheduled time for pick-up as soon as practicable. The Company shall catch, load and transport the broilers to a place designated by the Company at no cost to the Producer. Damage to the Producer's equipment or facilities or equipment stolen from the Producer's facilities will be reimbursed or replaced by the Company upon prompt verification that said damage or theft was caused by the catching crew.
   - G. **Feed Delivery.** The Company will bear the cost of delivering feed to the Producer's farm. The Company will allow the Producer to witness the weighing of the feed.
   - H. **Certified Scales.** The Company agrees to provide certified scales to be used to weigh live broilers and feed. The Company shall employ qualified persons to operate these certified scales. The Company will make provisions for alternate certified scales in the event the primary scale is inoperable.
   - I. **Records.** The Company shall provide the Producer with a legible copy of the chick delivery ticket and feed delivery ticket at time of delivery. The Company will provide the Producer with a live bird scale ticket and a U.S.D.A. condemnation certificate (form 9061-2) upon flock settlement.
2. **Duties of the Producer.**
   - A. The Producer agrees to furnish all labor, utilities, bedding, supplies and well-maintained housing and equipment as required by the Company specifications described in the Company's Broiler Growing Guide.
   - B. The Producer agrees to cooperate with the Company in adopting and/or installing recommended management practices and equipment.
   - C. The Producer will bear the risk of loss of his own property. The Producer bears the risk of loss of his compensation in the event of any catastrophe while birds are in his possession.
   - D. The Producer will supply sufficient help at the time of delivery of new chicks to assist in the expeditious unloading and placement of the new chicks. When the poultry is caught, the Producer or his agent shall be present and have prepared each house for the catching crews in accordance with the schedule provided by the Company.
   - E. The Producer will maintain all-weather roads to the poultry houses and keep the feed bins free of any overhanging wires or other obstacles. The Producer will provide adequate space to turn vehicles where necessary. Failure to provide such roads and turning area will make the Producer liable for wrecker or towing charges in addition to any other damages the Company may sustain. The Producer must provide approved pads for mechanical loading and unloading equipment.
   - F. In order to insure that all dead birds have been removed from the house, the Producer or his authorized agent agrees to walk through the houses with the catching foreman before catching of chickens begins. All chickens smothered during catching will be loaded on the truck and weighed as provided in Paragraph 9 below. In the event the Producer or his authorized agent is not present, the Producer agrees to accept the determination of the catching foreman between dead and smothered chickens.
   - G. The Producer shall be responsible for the removal of all dead birds and litter and shall dispose of dead birds and litter in accordance with the law applicable to this location. The Producer will be responsible for maintaining accurate mortality charts.
   - H. The Producer agrees to maintain a disease-free environment by allowing no other poultry or fowl of any kind on the Producer's premises, other than the birds placed by the Company.
   - I. The Producer shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including but not limited to all environmental laws.
3. **Payments.** The Producer agrees to accept as compensation for this Contract and the Company agrees to pay as compensation to the Producer as determined by Schedule A attached hereto. Payments will be made to the Producer no later than ten (10) days following the week of slaughter. Any payment method changes or pay rate changes that are periodically implemented by the Company will be conveyed to the Producer at such time, and Schedule A will be modified to reflect said changes. The Company may offset any amounts owed to Company by Producer prior to paying the Producer any compensation.
4. **Best Efforts.** The Producer and the Company agree to use their best efforts in maintaining the broiler flock in such a manner that optimizes performance.
5. **Farm Sale.** If the Producer's farm is sold while a flock is in the Producer's houses, consent to assignment of this Contract must be obtained from the Company and any payments to be made at the end of the flock will be paid to the new owner/assignee.
6. **Independent Contractor.** It is understood that the Producer is engaged in and is exercising independent employment. The Producer is an independent contractor and is not a partner, agent, or employee of the Company. Producers may join or assist any organization or association of their choice with no effect on this Contract in any way.
7. **Right of Access.** The Company shall have the right of access at all times to the premises in which the poultry is grown for the purposes of inspecting birds, delivering feed, chicks, or supplies and removal of birds.

8. **Condemnation**. Condemnation charged to the Producer shall consist of whole birds condemned as determined by U.S.D.A Inspection for the following causes: Tuberculosis, Leukosis, Septicemia, Toxemia, Synovitis, Tumors, Airsacculitis, and Inflammatory Process. Condemned weight will equal number of head condemned multiplied by the average live weight of the flock. All bruises, parts condemnation, and plant condemnation consisting of birds condemned for the following causes will not be charged against the Producer's Farm Weight: Cadavers, Overscalds, No Viscera, Contamination and other plant caused condemnation.

9. **Farm Weight.** The Farm Weight is the net difference between gross and tare weight. Gross weight will be determined, on a certified scale normally used for such purpose, as promptly as possible after the poultry is loaded on the vehicle, and the Producer may witness this weighing.

10. **Number and Type of Broilers.** The Company reserves the right to determine the number, frequency, and type of broiler chicks to be placed in the Producer's houses.

11. **Approved Supplies.** The Producer warrants that he will not use or allow to be used during the period of this Contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the Company. In no way limiting any default provision herein, the Producer agrees that any breach of this section will result in immediate default by the Producer of this Contract and the Company may take action so provided for in Paragraph 15 herein.

12. **No Warranty of Property.** The Company does not warrant quality, merchantability, fitness for purpose or otherwise warrant any product delivered by or recommended by it to the Producer that is not manufactured or produced by the Company.

13. **Events of Default.** Any of the following events or occurrences shall constitute a default by the Producer under this Contract:
   - A. Default under any financing agreement with a lending institution related to the poultry facilities.
   - B. Actual or attempted levy, seizure, or attachment of any of the Company's property.
   - C. Use of abusive language, threat of physical harm, or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.
   - D. Insolvency or bankruptcy of the Producer.
   - E. Failure of the Producer to properly care for and protect any of the Company's property including, but not limited to, the care commonly defined as good animal husbandry practices.
   - F. The occurrence of any event which in the opinion of the Company endangers or impairs the Company's property.
   - G. Failure of the Producer to comply with any provision of this Contract.
   - H. Failure of the Producer to consistently produce broilers in an efficient competitive manner, as provided in Paragraph 14 herein.

14. **Performance Improvement Procedure**. The Producers' whose performance is not consistent with the Company's Broiler Growing Guide, may be placed on "Intensified Management" status, as defined in the Company's Broiler Growing Guide. When a Producer is placed on "Intensified Management" status, the program defined in the Company's Broiler Growing Guide will be adhered to and the following shall occur:
   - A. The Producer will be required to meet with the Company's Broiler Manager and Technical Advisor concerning the "Intensified Management" status. The Producer will be given specific written recommendations the Producer can adopt to return to regular standing.
   - B. All Company actions shall be preceded by written notice to the Producer.
   - C. Should the Producer dispute any Company action, the Producer should attempt to resolve the conflict with the Company's local management. If the conflict is not resolved to the Producer's satisfaction, the Producer should utilize the Conflict Resolution Process as described in the Company's Broiler Growing Guide.

15. **Remedies of Company on Default of Producer**. Upon default or breach of any of the Producer's obligations under this Contract, the Company may immediately cancel this Contract by giving notice in writing, and the Company may, without further notice, delay or legal process, take possession of poultry, feed or other property owned by the Company. The Company shall have the right to utilize the Producer's poultry facilities until the flock reaches marketable weight. The Company may also pursue any other remedies at law or equity.

16. **Waiver of Default**. No waiver by the Company of any default shall operate as a waiver of any other subsequent default and the rights and remedies reserved to the Company shall be deemed cumulative and not exclusive of any other right provided by law or equity.

17. **Reimbursement of Company**. At its option, the Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the poultry or other property of the Company, and pay such other charges as may be incurred by the Producer in maintaining and preserving the poultry. The Producer agrees to reimburse the Company for any payment made or any expense incurred by the Company pursuant to this authorization.

18. **Producer's Right to Terminate.** The Producer shall have the right to terminate this Contract with no less than sixty (60) days notice prior to scheduled flock removal from the Producer's farm. This notice must be given to the Company's Broiler Manager in writing.

19. **Term of Contract**. The terms and conditions of this Contract will begin on 12-10-2002 and shall remain in effect for ONE (1) year(s) or until _____ unless terminated pursuant to this Contract. Should this period end while the Producer is housing a flock of broilers, the term of this Contract shall further extend until the said flock is picked up by the Company. The Producer understands and agrees that no agent, servant, or employee of the Company has authority to make any oral modification to this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by the Producer and an authorized representative of the Company.

20. **Assignment**. The Company may assign this Contract at any time. The Producer may assign this Contract only with the written consent of the Company.

21. **Prior Agreement**. This Contract supersedes all prior agreements between the parties hereto. This Broiler Contract, any amendments thereto, and the Company's Broiler Growing Guide constitute the entire agreement between the Producer and the Company regarding the production of broilers.

EXECUTED THIS 26 DAY OF Dec, 2002

PRODUCER: G I M Inc

Social Security #: 710398948

County: Washington

Telephone: 479 751 4900

TYSON POULTRY, INC.

Complex Manager

12/01 Tyson 4726

TSN00118S0K

This Page Intentionally Left Blank

TYSON FOODS, INC.
BROILER CONTRACT
12/90

This contract, entered into by and between Tyson Foods, Inc. whose address is Springdale Ar hereinafter referred to as the "Company", and X Alvis Orton, Sue, dba Red Bird Farm whose address is X Rt. 2 Box 114 Bentonville, AR (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual covenants of the Company and the Producer as set forth below, the parties agree as follows:

1. Duties of the Company:

A. **Property Provided by Company.** The Company agrees to furnish the Producer chicks, feed and medication for the production of broilers. Title to the chicks, feed and medication shall remain in the Company.

B. **Services Provided by Company.** The Company agrees to provide the following services at no cost to Producer:

(1) **Technical Advice.** Company advisors shall visit the Producer periodically to give advice and assistance as required.

(2) **Catching and Marketing.** The Company or its designee at its sole discretion shall have the right to market the poultry at any time. The Company shall catch, load and transport the flock to a place designated by the Company.

(3) **Feed Delivery.** Company will deliver feed to the Producer's farm.

2. Duties of the Producer:

A. Producer agrees to furnish all labor, utilities, litter and supplies and to provide well maintained housing and equipment as required by Company specifications.

B. Producer agrees to cooperate with the Company in adopting and/or installing new proven management practices and equipment.

C. Producer warrants that he will not use or allow to be used during the period of the Contract, any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by Company. **IN NO WAY LIMITING ANY DEFAULT PROVISION HEREIN, PRODUCER AGREES THAT ANY BREACH OF THIS SECTION WILL RESULT IN IMMEDIATE DEFAULT BY PRODUCER OF THIS CONTRACT AND COMPANY MAY TAKE ANY ACTION SO PROVIDED FOR IN PARAGRAPH 12 HEREIN.**

D. Producer will bear the risk of loss of his own property and of his compensation in the event of fire, or other catastrophe while birds are in his possession.

E. At the time of delivery of the new chicks, Producer shall supply sufficient help to assist in their expeditious unloading and placement. When birds are caught for processing, the Producer or his authorized agent shall be present and shall have prepared each house for the catching crews in accordance with the schedule provided by Company.

F. Producer will maintain **ALL-WEATHER ROADS** to poultry houses and feed bins free of any overhanging wires or other obstacles with adequate space to turn vehicles where necessary. Failure to provide such road and turning area will cause Producer to become liable for wrecker or towing charges and any other damages the Company may sustain. Producer must provide approved pads for mechanical loading equipment.

G. In order to insure that all dead birds have been removed from the house, the Producer or his authorized agent agrees to walk through the houses with the catching foreman before catching of chickens begins. All chickens smothered during catching will be loaded onto the truck and weighed as provided in Paragraph eight (8) below. In the event the Producer or his authorized agent is not present, the Producer agrees to accept the determination of the catching foreman between dead and smothered chickens.

H. Producer shall be responsible for the removal of all dead birds and shall dispose of dead birds in accordance with the law applicable to this location.

3. Payments.

At the end of the growing period designated by the Company, the Company will settle with the Producer of the flock in question and Producer agrees to accept as compensation the payment as determined by the payment Schedule A attached hereto. Payments will be made to Producers no later than 15 days following the week of slaughter unless circumstances beyond the control of the Company are involved.

4. Best Efforts.

The Producer and the Company agree to use their best efforts in maintaining the broiler flock in such a manner that maximum performance will result.

5. Independent Contractor.

It is understood and agreed that the Producer is an independent contractor and is not a partner, agent or employee of the Company.

6. Right of Access.

The Company shall have the right of access at all times to the premises in which poultry is grown for the purpose of inspecting birds, delivering feed, chicks, or supplies and removing birds.

7. Condemnation.

Condemnation charged to the Producer shall consist of birds condemned for the following causes: Tuberculosis, Leukosis, Septicemia, Toxemia, Synovitis, Tumors, Airsacculitis, Inflammatory Process, Non-salvageable Air Sac Parts and Non-salvageable Inflammatory Process Parts. Condemned weight will equal number of head condemned times average live weight of flock plus all non-salvageable air sac parts and all non-salvageable inflammatory process parts. Producers will be paid on total pounds delivered to plant less condemned weight. Condemnations due to plant causes shall consist of birds condemned for the following causes and will not be charged against Producers farm weight: Cadavers, Overscalds, No Viscera. Contamination and other plant caused condemnations.

8. Farm Weight.

The farm weight is the net difference between gross and tare weight. Gross weight will be determined on the scale normally used for such purpose as promptly as possible after the poultry is loaded on the vehicle.

9. Number and Type of Broilers.

The Company reserves the right to determine the number of broilers and the type of broilers that are to be placed in the Producer's houses.

10. No Warranty of Property.

THE COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WARRANT ANY PROPERTY DELIVERED OR RECOMMENDED BY IT TO THE PRODUCER.

11. Events of Default.

Any of the following events or occurrences shall constitute a default by Producer under this agreement.

A. Default under any separate but farm related financing agreement with a Producer's creditor.

B. Actual or attempted levy, seizure or attachment of any of the Company's property.

C. Use of abusive language, threat of physical harm or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.

D. Insolvency or bankruptcy of the Producer.

E. Failure of the Producer to properly care for and protect any of the Company's property.

F. The occurrence of any event which in the opinion of the Company endangers or impairs the Company's property.

G. Failure of the Producer to perform its obligation under this agreement.

12. Remedies of Company on Default of Producer.

Upon an occurrence of an event of default by Producer, the Company may immediately terminate this agreement by giving Producer written notice of termination by Certified Mail or personal delivery and Company may, without further notice, delay or legal process, take possession of poultry, feed or other property owned by Company. The Company shall also have the right to utilize, without cost, the Producer's poultry facilities until the flock reaches a marketable weight. The Company may also pursue any other remedies available at law or in equity.

13. Waiver of Default.

No waiver by Company of any default shall operate as a waiver of any other subsequent default and the rights and remedies reserved to the Company shall be deemed cumulative and not exclusive of any other right provided by law or equity.

14. Reimbursement of Company.

The Company may discharge taxes, liens, or other encumbrances levied or placed on the poultry and pay such other charges as may be incurred by Producer in maintaining and preserving the poultry. Producer agrees to reimburse Company for any payments made by Company pursuant to this authorization.

15. Term of Contract.

It is expressly understood and agreed between the parties hereto that the terms and conditions of this agreement shall remain in effect for the period required for Producer to grow and deliver to the Company one (1) flock of broilers, provided, however, that this agreement shall be automatically renewed for successive flocks of broilers unless terminated as herein provided. Either party may terminate this agreement, without cause, only at the time a particular flock of broilers is delivered to the Company and prior to the Company's placement of chicken with a Producer by delivering written Notice of Termination by Certified Mail or personal delivery. Producer understands and agrees that no agent, servant, or employee of Company has the authority to make any oral agreements for successive flocks of broilers or to make any other oral modification to this agreement. Modification of this agreement may only be accomplished by written instrument fully executed by the Producer and an authorized representative of the Company.

16. Assignment.

Company may assign this contract at any time. Producer may assign this contract only with the written consent of Company.

17. Prior Agreement.

This contract supersedes all prior Agreements between the parties hereto whether oral or written.

EXECUTED THIS 8 day of July, 199 93.

PRODUCER X Alvis Orton

SOCIAL SECURITY NO. X 430-76-0150

TELEPHONE NO. X 348-1009

COUNTY X Benton

TYSON FOODS, INC.

BY Scott Stewart

3521

TSN34729S0K

This Page Intentionally Left Blank

11-3-86

POULTRY GROWERS, INC.
DIVISION OF TYSON FOODS, INC.
BROILER CONTRACT
SPRINGDALE - 1186

This contract, entered into by and between Poultry Growers, Inc., whose address is 2210 Oaklawn, Springdale, AR 72764 (hereinafter referred to as "The Company"), and Tom Davenport whose address is Rt 5 Fayetteville (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H:

1. Duties of the Company:

A. Property Provided by Company. The Company agrees to furnish the Producer chicks, feed and medication. Title to the chicks, feed and medication shall remain in the Company.

B. Services Provided by Company. The Company agrees to provide the following services at no cost to Producer.

(1) Technical Advice. Company Advisors shall visit the Producer periodically to give advice and assistance as required.

(2) Catching and Marketing. The Company or its designee at its sole discretion shall have the right to market the poultry at any time. The Company shall catch, load and transport the flock to a place designated by the Company.

(3) Feed Delivery. Company will deliver feed to the Producer's farm.

2. Duties of the Producer.

A. Producer agrees at his own expense to furnish all labor, utilities, litter and supplies and to provide housing and equipment well maintained and fully equipped as required by Company specifications.

B. Producer agrees to cooperate with the Company in adopting and/or installing new proven management practices and equipment.

C. Producer warrants that he will not use or allow to be used during the period of the Contract, any feed, medications, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by Company. IN NO WAY LIMITING ANY DEFAULT PROVISION HEREIN, PRODUCER AGREES THAT ANY BREACH OF THIS SECTION WILL RESULT IN IMMEDIATE DEFAULT BY PRODUCER OF THIS CONTRACT AND COMPANY MAY TAKE ANY ACTION SO PROVIDED FOR IN PARAGRAPH 13 HEREIN.

D. Producer will bear the risk of loss of his own property and of his compensation in the event of fire, or other catastrophe while birds are in his possession.

E. Producer shall supply sufficient help at the time of delivery to assist in the expeditious unloading and placement of new chicks. When birds are caught for processing, the Producer or his agent shall be present and have prepared each house for the catching crews in accordance with the schedule provided by the Company.

F. Producer will maintain ALL-WEATHER ROADS to broiler houses and feed bins free of any overhanging wires or other obstacles and with adequate space to turn vehicles where necessary. Failure to provide such road and turning area will make Producer liable for wrecker or towing charges in addition to any other damages the Company may sustain. Producer must provide approved pads for mechanical loading equipment.

G. The Producer agrees to walk through the houses with catching foreman before catching of chickens begins, in order to insure that all dead birds have been removed. All chickens smothered during catching will be loaded onto the truck and weighed at the Processing Plant. In the event the Producer is not present, the Producer agrees to accept the determination of the catching foreman between dead and smothered chickens.

3. Independent Contractor. It is understood and agreed that the producer is an independent contractor and is not a partner, agent or employee of the Company.

4. Right of Access. The Company shall have the right of access at all times to the premises in which the poultry is grown for the purpose of inspecting birds, delivering feed, chicks, or supplies and removal of birds.

5 Settlement with Producer. The Producer agrees to accept as compensation for the agreement and the Company agrees to pay compensation to Producer as determined by the basic pay chart. Calculations determining Producer's cost and payment will be done according to the Schedule A attached hereto and becoming a part thereof.

6. Condemnation. Condemnation charged to the Producer shall consist of birds condemned for the following causes: Tuberculosis, Leukosis, Septicaemia, Toxemia, Synovitis, Tumors, Plant Rejects, Airsacculitis, and all Air Sac parts. Condemned weight will equal number of head condemned times average live weight of flock and all air sac parts. Producer will be paid on total pounds delivered to plant less condemned weight. Condemnation due to plant causes shall consist of birds condemned for the following causes and will not be charged against Producers farm weight: Cadavers, Overscalds, No Viscera, Contamination and other plant condemned.

7. Farm Weight. The farm weight is the net difference between gross and tare weight. Gross weight will be determined on the scale normally used for such purpose as promptly as possible after the poultry is loaded on the vehicle.

8. Payments. Payments will be made to Producers no later than three weeks following the week of slaughter unless circumstances beyond the control of the Company are involved.

9. Number and Type of Broilers. The Company reserves the right to determine the number of broilers and the type of broilers that are to be placed in the Producer's houses.

10. No Warranty of Property. The COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WARRANT ANY PROPERTY DELIVERED OR RECOMMENDED BY IT TO THE PRODUCER.

11. Best of Efforts. The Producer and the company agree to do their best in maintaining the broiler flock in such a manner that maximum performance will result.

12. Events of Default. Producer shall be considered in default upon the happening of any of the following events:

A. Default under any separate but related financing agreement with a lending institution.

B. Actual or attempted levy, seizure or attachment of any of the Company's property.

C. Use of abusive language, threat of physical harm or in any way impeeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.

D. Insolvency or bankruptcy of the Producer.

E. Failure of the Producer to properly care for and protect any of the Company's property.

F. The happening of any event which in the opinion of Company endangers or impairs the Company's property.

G. Failure of the Producer to perform its obligation under this agreement.

13. Action by Company on Default of Producer. Upon default or breach of any of the Producer's obligations under this agreement, the Company may immediately cancel this agreement by giving notice in writing, and the Company may take possession without further notice, delay, or legal process, of poultry, feed or other property owned by the Company and the Company shall have the right to utilize, without cost, the Producer's broiler growing facilities in raising the broilers to a marketable weight. The Company may also pursue any other remedies available at law or in equity.

14. Waiver of Default. No waiver by Company of any default shall operate as a waiver of any other default or of the same default on future occasion.

15. Reimbursement of Company. At its option, Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the property, and pay such charges as may be incurred by Producer in maintaining and preserving the poultry. Producer agrees to reimburse Company on demand for payment made or any expense incurred by Company pursuant to this authorizaton.

16. Term of Contract. It is expressly understood and agreed between the parties hereto that the terms of this agreement shall be for one batch of chickens only, provided, however that this agreement shall be automatically renewed for a successive batch or batches of poultry and this agreement shall continue on the same terms and provisions for such successive batch or batches until same is cancelled or terminated by either party. Such right of termination shall exist only at the time that a particular batch is marketed, and in the event that either party desires to terminate this agreement at such time they may do so with or without cause by delivering to the other party written notice either by certified mail or personal delivery. Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral agreement for successive batches of chickens or to make any other oral modifications of this agreement unless same is made in writing and signed by an authorized employee of Company.

17. Assignment. Company may assign this contract at any time. Producer may assign this contract only with the written consent of Company.

18. Prior Agreement. This contract supersedes all prior Agreements between the parties hereto.

EXECUTED THIS 14 DAY OF Nov, 19 86

PRODUCER: Tom Dawkpat

ADDRESS: R.5 Box 190

Fayetteville AR 72701

COUNTY: Washington

TELEPHONE NO: 443-3968

SOCIAL SECURITY NO: 430-54-5044

POULTRY GROWERS, INC.

BY Ken Peay

TSN26928S0K

This Page Intentionally Left Blank

75054

TYSON FOODS, INC.
SPRINGDALE, ARKANSAS

2-1992

BREEDER PULLET GROWING AGREEMENT

This Agreement made and entered into this 1 day of October 1984, by and between Baptist Ford an individual, partnership orcorporation, hereinafter designated Grower, and Poultry Growers, Inc., an Arkansas Corporation, hereinafter designated Supplier:

WITNESSETH:

1. Payment to the Grower for facilities furnished and services rendered in accordance with this Agreement, shall be 1.11 cents per square foot per week on 61200 square feet of usable floor space a per diem amount of $ 158.25. Payment will be prorated per day for a partial week when birds are placed or moved from facilities. Payment will be computed by multiplying the per diem amount times (x) the number of days owed in each month. Payment will be made within ten (10) working days following the last day of the month. In addition, Supplier will pay 75% of the cost of fuel and Grower will pay 25% of the cost of fuel. All fuel tanks and gas meters will be maintained in Growers name. Payment for 75% of natural gas and propane purchased from sources other than Supplier owned propane company will be made to Grower within ten (10) working days after presentation of bill to Supplier. Growers purchasing propane from Supplier owned propane company will be billed for 25% of volume delivered times (x) current gas price.

2. Supplier will provide Grower with pullet and/or cockerel chicks which Supplier will entrust to Grower who shall be responsible for their care, feeding and maintenance until they are transfered to the laying cycle at approximately 18 weeks of age. Supplier will also provide the litter, spraying, feed and medication necessary to maintain the flock through the growing cycle.

3. Grower shall furnish all labor, housing, water, utilities and equipment (including but not limited to feeders, bulk feed bins, waters, lights and brooders) as specified by Supplier for the proper care and servicing of the flock. Grower will comply with instructions and recommendations by Supplier on the care, feeding, and management of the flock during the term of this agreement. Grower will maintain required growing and mortality records as required by Supplier. Grower will report promptly to Supplier all disease, sickness and/or unusual conditions that may occur. Grower agrees that no other poultry or game birds of any kind will be kept on the premises. Grower agrees to permit only those persons authorized by Supplier to enter the poultry house and agrees to keep all doors locked.

4. Grower agrees that he will not use or allow to be used during the period of this contract, any feed, medication, herbicides, pesticides, or insecticides except as supplied or approved by Supplier.

5. Grower will be present during all work performed by crews of the Supplier.

6. Grower agrees that right of removal and title to all birds, feed, medication and/or supplies furnished Grower by Supplier remains with Supplier and will not be removed from the premises or otherwise disposed of except as provided for in this Agreement.

7. Supplier shall be entitled to immediate possession of said breeders at any time due to Growers death, disability or failure to follow and abide by Supplier's instructions with respect to the care and feeding of said breeders. Labor and other costs incurred by Supplier in caring for said breeders can be deducted from the payment due Grower under this Agreement.

8. It is mutually understood and agreed that should any of said improvements hereinabove be rendered unfit for the purpose for which they are hereby intended by reason of fire, windstorm, tornado, disease or other unavoidable casualty, the sums hereinabove stipulated to be paid by Supplier shall be terminated and Supplier shall not have any further obligations.

9. It is expressly understood and agreed between the parties hereto that the terms of this Agreement shall be for one flock of breeders only, provided; however, that this Agreement shall be automatically renewed for a successive flock of breeders, and this Agreement shall continue on the same terms and provisions for such successive flocks until same is cancelled or terminated by either party. Such right of termination shall exist only at the time that a particular batch is marketed, and in the event that either party desires to terminate this agreement at such time they may do so with or without cause by delivering to the other party written notice either by certified mail or personal delivery. Grower understands and agrees that no agent, servant, or employee of Supplier has authority to make any oral Agreement for successive flocks of breeders or to make any other oral modifications of this Agreement unless same is made in writing and signed by an authorized employee of Supplier.

The Grower states that he has read and understands the terms of this Agreement as outlined above, understands that he is an independent Grower and not an employee of Supplier and binds his heirs, executors, administrators and assigns by his hand and seal this 31 day of October, 19 94.

Rodney B. Wilson
(Grower's Signature)

(Serviceman's Signature)

Grower's Address: R+# 8 419A
Fayetteville

Telephone No. 839 8578

Social Security No. 432-04-0709

TSN24430S0K