COMMERCIAL EGG PRODUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of October, 2002, by and between Cal-Maine Foods, Inc. (Company) and Biggs Farms, Inc. (House #1) (Producer) with egg production facilities located in Washington County of the State of Arkansas, in Section _____, Township _____, Range _____.

WHEREAS, Company and Producer desire to enter into an agreement whereby Producer, as an independent contractor, will receive and care for commercial egg production type hens of Company and produce eggs for Company pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual benefits herein contained, the parties agree:

1. This Agreement covers the economic life of one flock of layers consisting of approximately 55,000 birds which were housed in Producer's facility when such birds were approximately 15 to 22 weeks of age. The specific age at which birds were housed was at the discretion of Company. The parties agree that such birds were housed on or about Feb. 21,2003.

The Company shall have no obligation to replace the flock of birds placed pursuant to this Agreement with any replacement flocks. It shall be the sole discretion of the Company to determine whether or not the birds placed pursuant to this Agreement shall be molted and, if the Company elects to molt such flock, the number of times molting shall be performed. Any agreement for a replacement flock, or flocks, must be in writing executed by the parties hereto. No representative of Company is authorized to modify or amend this Agreement in any manner except by written amendment hereto.

2. Producer agrees to receive, grow and properly care for the hereinbefore described flock of hens and to provide all labor, equipment, water, utilities and refrigerated facilities necessary for the proper growing and caring for such flock and the eggs produced therefrom. Producer's facilities will be maintained in such a manner that the driveways and loading docks will be adequate and sufficient to receive vehicles necessary to service the Company's flocks and to pick up and receive the eggs produced thereby. Producer shall permit Company or its representatives to inspect the flock and the eggs produced therefrom as well as the Producer's facilities at any time. Producer agrees to maintain fly, rodent and pest control to the highest practical level at all times and to bear the cost thereof.

3. Producer agrees to be responsible for the proper clean up of Producer's facilities in accordance with generally accepted poultry husbandry practices and to comply with all applicable laws and regulations, including, but not limited to, rules and regulations promulgated by the Environmental Protection Agency and the agency of Producer's state responsible for disposal of waste and emissions, relative to the disposal of any and all waste products produced from Producer's facilities including, but not limited to, waste water run-off, manure and dead birds.

4. Company agrees to deliver to Producer, or cause to be delivered to Producer, the necessary feed for the proper feeding and maintenance of Company's poultry. In addition, Company will supply the necessary filler flats, cases, dollies, or pallets reasonably necessary for the packaging of Company's eggs for transport. In its sole discretion, Company may supply heaters and fuel to be used in Producer's facilities during the molt periods. Producer shall supervise the installation and operation of such heaters and shall be responsible for their proper use and maintenance. Producer agrees to keep an accurate daily record of bird mortality, ambient chicken house temperatures, egg cooler temperatures, level of egg production, sample bird weights, and water consumption on such charts or forms as may be supplied by Company, and to furnish Company with such charts or information thereon upon Company's request or in accordance with Company's schedule. In addition, it shall be the responsibility of Producer to keep a daily feed inventory and such other feed records as may be reasonably required by Company.

5. At all times, title to all birds delivered pursuant to this Agreement, the feed delivered by Company for the care and maintenance of such birds, and all eggs produced by or from such birds and all other items, supplies or material furnished by Company pursuant to this Agreement shall be and remain property of the Company. Producer acknowledges that the poultry to be cared for by Producer and all eggs produced therefrom, or any portion of either, are to be sold and/or processed by Company at such price or prices and at such time as Company shall in its sole discretion determine. Producer agrees to surrender and deliver up possession to the Company any and all feed and supplies not used solely for such poultry, either when requested by Company or when such poultry is removed from Producer's premises. Further, Producer agrees that any and all feed and other supplies furnished to Producer by Company pursuant to the terms hereof shall be exclusively used for the feeding and care of the chickens delivered by Company pursuant to this Agreement, and no portion of such feed shall be sold, fed to other poultry or livestock, or disposed of in any other manner whatsoever. Producer agrees to indemnify and hold Company harmless from and against any loss, cost or damage which may result from the unexplained or mysterious disappearance of any of Company's property in the care and custody of Producer including, but not limited to, poultry, eggs, feed, medication, supplies or packaging materials.

6. Producer agrees to conspicuously display a sign or appropriate placard evidencing that the poultry placed pursuant to this Agreement and the eggs produced from such poultry are the sole and exclusive property of Company. If so requested by Company, Producer agrees to execute and deliver appropriate UCC filing statements to evidence ownership of the aforesaid poultry by Company.

7. Producer acknowledges that in performing his obligations pursuant to this Agreement, he is functioning as an independent contractor and is not subject to the control and direction of Company. Therefore, Producer agrees to forever indemnify, defend and hold Company harmless from and against any and all claims, losses, damages or liabilities of any nature for injuries to persons or damage to property, or for violation of any law or regulation which arise out of or result from Producer's acts or omissions in Producer's discharge of its obligations hereunder.

8. In respect of the discharge of its duties pursuant to this Agreement, Producer is and shall at all times remain an independent contractor and is not the agent, servant or employee or joint venturer of or joint venturer with

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the Company. Producer shall have no authority to speak for, obligate or in any manner incur any obligations for, on behalf of or in the name of the Company. Producer is solely responsible for the hiring, employment, compensation, and supervision of any person employed by him in the performance and discharge of his duties hereunder and for the payment of all taxes or withholding in relation thereto.

9. For all services rendered by Producer hereunder, Company agrees to pay Producer in accordance with the schedule set forth on Exhibit 1 hereto.

10. If, in the judgment of Company, Producer fails to properly care for and maintain the birds of Company placed in Producer's care and custody pursuant to this Agreement, the eggs produced by such birds, or feed or other property of Company held by Producer, or if Producer otherwise breaches the terms and conditions of this Agreement, then this Agreement may be terminated at any time at the discretion of Company. In the event of such termination, Company may take possession of the hereinbefore described poultry, eggs, or any other property of Company located on Producer's premises. For the purpose of exercising all rights granted hereunder, Company is granted and shall at all times have full and free right of ingress and egress to the facilities of Producer where Company's flocks are located. In the event of the breach of this Agreement by Producer, if Company deems it necessary to complete a production period for said flock then in progress, Company shall have the right and option to cause its flocks to remain in place in Producer's facilities, and Company shall have the right of use of such facilities until the economic life of such flock expires. During such period of use, Company shall be solely responsible for the care, custody and control of its flocks.

In the event of a breach of any of the terms or conditions of this Agreement by Producer, Producer, as partial damages to which Company is entitled, shall forfeit any and all claims for labor, use of equipment, and supplies and waives Producer's right to payment to any sum then due and owing hereunder.

11. Producer agrees that in the event Company exercises its right to obtain possession of its poultry pursuant to the terms hereof as a result of the breach by or other nonperformance of Producer under the terms of this Agreement, Producer expressly waives and releases any liens or right to liens against property of Company which Producer may have or hold, including the right of possession.

12. WHILE COMPANY WILL EXERT ITS BEST EFFORTS TO DELIVER FLOCKS OF HENS SUITABLE FOR COMMERCIAL EGG PRODUCTION TO PRODUCER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF OR THE POTENTIAL PERFORMANCE OF OR QUALITY OF THE POULTRY DELIVERED TO PRODUCER. FURTHER, COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE POULTRY FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE.

13. Neither this Agreement, nor any of the rights, interests, or obligations hereunder may be assigned by the Producer, except as agreed upon by Company in writing.

14. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

a. If to Company: P.O. Box 40
Lincoln, AR 72744
Attention: Joyce Bradley

b. If to Producer: 18778 Nutmeg Road
Lincoln, AR 72744

Any party hereto may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

15. This Agreement shall be governed and construed by and in accordance with the Laws of the State of Mississippi. In the event any litigation arises or results from this Agreement, the parties agree to submit to the jurisdiction of the State or Federal courts of the First Judicial District of Hinds County, Mississippi, and each respectively waives any objection to such jurisdiction or venue.

16. This Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns.

17. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO COVENANTS, WARRANTIES (EXPRESS OR IMPLIED), CONDITIONS OR REPRESENTATIONS SHALL BE BINDING ON THE PARTIES UNLESS EXPRESSLY SET OUT HEREIN. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS WHATSOEVER, ORAL OR WRITTEN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date aforesaid.

CAL-MAINE FOODS, INC.
BY: [signature]
COMPANY

Biggs Farms Paul Biggs
PRODUCER

[redacted]
Federal ID #

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EXHIBIT 1 – LINCOLN, ARKANSAS

A. **FIRST CYCLE BASE PAY:**
Company will pay Producer for it's services at a base rate of seven and eight hundreds ($.0708) cents per dozen for marketable eggs produced (not including 1% Loss) payable once per month, by the 15th day of the following month.

B **MOLT CARE PAY:**
During molting periods Company will pay Producer seven and one half ($.075) cents per capacity. Molt care is payable once during molt.

C **SECOND OR MORE CYCLE PAY:**
Company will pay Producer seven and sixty one hundreds ($.0761) cents per dozen marketable eggs produced (not including 1% Loss) payable once per month, by the 15th day of the following month.

D. **GRADE A:**
If Grade A drops below standards of same age in Cal-Maine current flock for reasons controlled by the Producer, Cal-Maine has the option to reduce contract payment by up to one ($.01) cent per dozen for eggs produced until farm problems are solved.

E. **PULLET GROW-OUT PAY:**
In the event Producer and Owner agree to grow replacement stock in Producer's premises each shall provide the service, goods, and materials heretofore agreed upon and Owner shall pay Producer one and one-half ($.015) per bird per week until flock reaches an average age of 20 weeks, at which time Producer shall be paid as outlined in Paragraph A above.

F **CASING EGGS:**
At times owner might require Producer to pack eggs in cases provided by Owner. If this should occur pay will be the same as set forth above.

G **BONUS PAY:**
Company will pay Producer Bonus Pay based on the following Schedule:

First Cycle Feed/Dozen 20-65 Weeks	Cents/Dz	Second or More Cycle Feed/Dozen**	Cents/Dz
3.36 & Over	-0-	3.62 & Over	-0-
3.26 to under 3.36	.25	3.52 to under 3.62	.25
3.15 to under 3.26	.50	3.41 to under 3.52	.50
2.99 to under 3.15	.75	3.26 to under 3.41	.75
Below 2.99	1.00	Below 3.26	1.00

**Feed/Dozen based on feed from 43rd day after first day of fast through sale date

**Feed/Dozen on any molt other than at 65 weeks of age will be prorated and sale at any other age than 105 will be prorated.

PRODUCER Paul Biggs Biggs Farms

COMPANY Cal-Maine Foods DATE 10-10-02

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BREEDER PULLET BROODING AND REARING AGREEMENT

$ 306.87 per wk

THIS AGREEMENT IS MADE ON *THIS* 30 *DAY* OF AUGUST , 20 02 BY AND BETWEEN CAL-MAINE FOODS, INC. A DELAWARE CORPORATION WITH A PLACE OF BUSINESS AT 706 S. WEST ST. LINCOLN, AR. 72744 (HEREINAFTER REFERRED TO AS "OWNER"),AND GERDA MEYER RESIDING AT 19207 DOBBS MTN. CUTOFF , CANE HILL, AR . (HEREINAFTER REFERRED TO AS "GROWER")

WHEREAS, OWNER IS OR ABOUT TO BECOME THE OWNER OF CERTAIN LAYING STRAIN OF CHICKENS WHICH IT DESIRED TO HAVE RAISED AS STARTER PULLETS FOR THE PURPOSE OF PLACING AS BREEDER EGG LAYERS; ANDWHEREAS, OWNER AND GROWER WISH TO ENTER INTO AN AGREEMENT WHEREBY GROWER, AS AN INDEPENDENT CONTRACTOR, WILL RAISE AND CARE FOR SAID CHICKENS PURSUANT TO THE TERMS HEREINAFTER SET FORTH; NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMSES AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS;

1. OWNER AGREES:

A. THAT ON OR ABOUT AUGUST 30, 2002 IT WILL DELIVER, OR CAUSE TO BE DELIVERED, TO GROWER'S PREMISES ONE (1) FLOCK OR APROXIMATELY 9500 females/1900 males=11400 OF HYLINE W 36 STRAIN, DAY OLD PULLET CHICKS AND SCATTERED COCKERELS (HEREINAFTER REFERRED TO AS SAID "BIRDS"). THE TOTAL SQUARE FOOTAGE WILL NUMBER 19640 sq. ft. = 24550 com. (COMMERCIAL PULLETS EQUIVALENT).

B. TO SUPPLY, AT ITS EXPENSE, THE FEED, MEDICATION, SPRAY, DISINFECTANT, LITTER (STARTING PAPER), DEBEAKING AND FUEL UP TO 100 PER CENT SAID BIRD MOVED NECESSARY FOR THE FEEDING AND MANAGEMENT OF SAID BIRDS.

C. TO MAKE PERIODIC INSPECTIONS OF SAID BIRDS AND TO OFFER MANAGEMENT SUGGESTIONS AS NEEDED.

D. TO PAY GROWER FOR THESE SERVICES, AT A RATE SPECIFIED IN PARAGRAGH 3.

2. GROWER AGREED:

A. TO FEED AND CARE FOR SAID BIRDS AT ITS OWN EXPENSE, EXCEPTING ITEMS SPECIFICALLY MENTIONED IN PARAGRAGH 1.B., AND TO MANAGE THE BIRDS FOLLOWING OWNER'S PRESCRIBED PROGRAM.

B. TO PERMIT ONLY OWNER, ITS AGENTS OR REPRESENTATIVES TO INSPECT SAID BIRDS AND HOUSES AT ANY REASONABLE TIME, AND TO FOLLOW REASONABLE RECOMMENDATIONS MADE BY THEM WITH RESPECT TO THE THIS AGREEMENT.

C. TO PROVIDE THE HOUSES AND EQUIPMENT TO OWNER'S SPECIFICATIONS, AND WATER, ELECTRICITY, LITTER, INSECT AND RODENT CONTROL, MATERIALS NECESSARY FOR THE PROPER CARE OF SAID BIRDS.

D. TO PROVIDE AND MAINTAIN ROADS, DRIVEWAYS, AND ADEQUATE LOADING AND UNLOADING FACILITIES FOR THE BIRDS AND FEED IN SUCH A MANNER AS TO PROVIDE ALL OWNER'S VEHICLES FREE AND EASY ACCESS.

E. TO FEED SAID BIRDS ONLY THAT FED DELIVERED PURSUANT TO PARAGRAGH 1.B. GROWER FURTHER AGREED THAT SAID FEED, VACCINES, AND OTHER SUPPLIES FURNISHED BY OWNER SHALL BE ISED EXCLUSIVELY FOR THE CARE AND FEEDING OF SAID BIRDS, AND THAT NONE OF SAID FEED OR SUPPLIES SHALL BE SOLD FOR FED TO OTHER POULTRY OR LIVESTOCK, OR DISPOSED OF IN ANY MANNER WHATSOEVER.

F. TO KEEP AN ACCURATE DAILY RECORD OF THE MORTALITY OF SAID BIRDS ON CHARTS SUPPLIED BY OWNER, AND TO FURNISH OWNER WITH SUCH CHARTS OR INFORMATION THEREON UPON REQUEST. ALSO, TO KEEP SUCH RECORDS ON THE FLOCK AS REQUESTED BY OWNER

G. TO NOTIFY OWNER OR THEIR REPRESENTATIVE IMMEDIATELY OF ANY DEATH OR LOSS DUE TO WEATHER, DISESE OR CAUSES OTHER THAN NORMAL MORTALITY OR IF SAID BIDS APPEAR TO BE SUFFERING FROM DISEASE OR AILMENT COMMON TO CHICKENS.

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H. TO PREVENT ANYONE ENGAGED IN THE CARING OF SAID BIRDS FROM BEING IN CONTACT WITH OTHER POULTRY.

I. TO FOREVER INDEMNIFY, DEFEND AND HOLD OWNER HARMLESS FROM ANY AND ALL CLAIMS FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF GROWER'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT TO OPERATIONS INCONNECTION THEREWITH

J. TO COMPLY WITH ALL APPLICABLE STAE, COUNTY, LOCAL, AND FEDERAL HEALTH LAWS; IN THE EVENT THAT GROWER SHALL FAIL TO COMPLY WITH AN PROVISION OF THE APPLICABLE LAWS, THEN OWNER IS HEREBY GRANTED AND SHALL HAVE THE RIGHT TO ENTER UPON THE GROWER'S PREMISES AND CORRECT AND PERFORM SUCH NECESSARY ACTS SO AS TO COMPLY WITH SAID LAWS OR REGULATIONS AND THE EXPENSES INCURRED THERETO SHALL BE CHARGED TO THE GROWER.

K. TO INDEMNIFY OWNER AGAINST LOSS FROM MYSTERIOUS DISAPPEARANCE OF SAID BIRDS, FEED, MEDICATION OR SUPPLIES AND ALL OTHER GOODS OWNED BY OWNER.

3. OWNER AGREES TO PAY GROWER 1.75 CENTS PER CHICK PER WEEK FOR BLACKOUT BREEDER BROODING, AND 1.25 CENTS PER CHICK PER WEEK FOR OPEN SIDED BREEDER BROODING. FEED BONUS OF 2 CENTS PER BIRD MOVED WILL BE PAID FOR FEED CONSUMED PER 20 WEEK OLD PULLET OF 15.25 TO 15.75 LBS. FOR MOVES NOT AT 20 WEEKS, POUNDS OF FEED WILL BE PRO RATED TO DATE OF MOVE ASIS STANDARD CONSUMPTION. ALL GROWERS WILL BE PAID IN ADVANCE AT THE COMPLETION OF 10 WEEKS. OWNER AND GROWER SHALL AGREE UPON SQUARE FOOTAGE FER HOUSE.

LIVABLITY BONUS AT TIME FLOCK REMOVED

% LIVABLITY	BONUS PER BIRD MOVED
91% TO 92%	1 CENTS
92% TO 93%	2 CENTS
93% TO 94%	3 CENTS
94% AND ABOVE	4 CENTS

4. IF GROWER FAILS TO CARE FORSAID CHICKENS, OR IF GROWER ATTACHES OR PERMITS TO BE LEVIED OR DISPOSES OF OR ATTEMPTS TO DISPOSE OF THE CHICKENS, EGGS PRODUCED, OR SUPPLIES FURNISHED BY OWNER, OR IF GROWER BREACHES ANY TERMS OF THIS AGREEMENT, OR IF THE FLOCK BECOMES ENDANGERED FOR ANY REASON IN THE OPINION OF THE OWNER, OWNER SHALL HAVE THE RIGHT TOTERMINATE THIS AGREEMENT IMMEDIATELY. IN THE EVENT OF SUCH TERMINATION, OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL BE FULLY AUTHORIZED TO COME UPON GROWER'S PREMISES WITHOUT LEGAL PROCESS EITHER TO FEEDAND CARE FOR THE CHICKENS ON GROWER'S PREMISED OR TO TAKE IMMEDIATE POSSESSION OF SAID CHICKENS, EGGS PRODUCED AND UNUSED SUPPLIES FURNISHED BY OWNER AND TO DISPOSE OF SAME IN SUCH A MANNER AS OWNER MAY SEE FIT IN THE EVENT OWNER KEEPS IT'S CHICKENS ON GROWER'S PREMISES AND BRINGS IN A REPRESENTATIVE TO CARE FOR THE CHICKENS. OWNER'S USE OF THE PREMISES AND EUIPMENT FOR COMPLETING THE GROWING OPERATION SHALL BE WITHOUT CHARGE. IN THE EVENT OWNER EXERCISED ITS RIGHTS PURSUANT TO THISPARAGTAPH, GROWER SHALL BE LIABLE FOR ANY EXPENSES INCURRED BY OWNER. OWNER'S EXECISE OF ANY OF THE ABOVE ENUMERATED RIGHTS SHALL BE WITHOUT PREJUDICE TO ANY AND ALL LEGAL RIGHTS AND REMEDIES THAT OWNER MAY OTHER WISE HAVE BY REASON OF THE FOREGOING OCCURRENCES.

5. ALL BIRDS COVERED BY THIS AGREEMENT AND ALL SUPPLIED DELIVERED BY OWNER ARE THE PROPERTY OF OWNER AND GROWER SHALL HAVE NO RIGHT OF ANY KIND TO THE BIRDS OR SUPPLIED FURNISHED BY OWNER. OWNER, AT ITS SOLE OPTION AND DISCRETION, MAY ERECT NOTICES OR PLACARDS OF ITS OWNESHIP AT GROWER'S PREMISES OR FILE ONE OR MORE FINANCING STATEMENTS OR SIMILAR INSTRUMENTS OF NOTICE UNDER THE UCC OR OTHER APPLICABLE LAW AND GROWER SHALL FULLY COOPERATE WITH OWNER AS NECESSARY TO ACCOMPLISH THE FOREGOING. OWNER'S FAILURE TO PROVIDE NOTICE OF ITS OWNERSHIP INTHIS MANNER SHALL NOT RELIEVE GROWER OF ITS OBLIGATION TO ADVISE THIRD PARIES OF OWNER'S OWNERSHIP AS PROVIDED IN THIS AGREEMENT.

6. OWNER IS A GOVEMENT CONTRACTOR, AND THIS CONTRACTOR, AND THIS CONTRACT IS SUBJECT TO THE RULES AND REGULATIONS IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS PURSUANT TO 41 C.F.R. CHAP.60. UNLESS THIS CONTRACT IS EXEMPT, THERE IS INCORPORATED HEREIN BY REFERENCE 41 C.F.R. SEC 60-1,4; SEC 60-250.4 AND SEC 60-741.4.

7. IN THE EVENT OF FIRE, EXPLOSION, TORNADO, A LABOR DISPUTE, OR ANY ACT OR STOPPAGE OF LIKE CHARACTER BEYOND THE CONTROL OF EITHER PARTY, IN WHICH EVENT REQUIRES EITHER PARTY TO CEASE OPERATION OF ITS RESPECTIVE BUSINESSES, THE PARTIES THEREBY AGREE THAT SUCH EVENT SHALL RELIEVE THE OTHER PARTY FROM OBLIGATIONS IMPOSED BY THIS AGREEMENT FOR THE DURATION OF THE STOPPAGE.

8 WITH RESPECT TO THIS CONTRACT, THE GROWER IS AND SHALL REMAIN AN INDEPENDENT CONTRACTOR AND IS NOT AND SHALL NOT BE DEEMED AN AGENT, SERVANT OR EMPLOYEE OF OR A JOINT VENTURER WITH OWNER AND SHALL NOT HAVE THE AUTHORITY TO INCUR DEBTS OR LIABILITIES IN THE NAME OF OWNER. IN ADDITION, GROWER ESPECIALLY WAIVES ANY OR ALL LIENS OF ANY KIND OF CHARACTER WHICH GROWER MAY ACQUIRE AGAINST SAID BIRDS PLACED WITH HIM.

9. THIS AGREEMENT MAY BE ASSIGNED BY OWNER AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF OWNER'S SUCCESSORS AND ASSIGNS. GROWER, HOWEVER, SHALL NOT ASSIGN THIS AGREEMENT WITHOUT PRIOR WRITTEN CONSENT OF OWNER.

10. THE TERMS OF THIS AGREEMENT SHALL BE FOR ONE (1) FLOCK. THE AGREEMENT SHALL TERMINATE UPON THE CONCLUSION OF GROWING AND MOVING OF THE FLOCK PURSUANT TO THE PROVISIONS OF THE AGREEMENT.

11 THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO COVENTS, WARRANTIES (EXPRESS OR IMPLIED), CONDITIONS OR REPRESENTATIONS SHALL BINDING ON THE PARTIES UNLESS EXPRESSLY SET OUT HEREIN.

GROWER AGGIRMS THAT BEFORE SIGNING, HE HAS READ THIS AGREEMENT AND UNDERSTANDS ALL THE CONDITIOINS HEREIN WITHOUT RESERVATION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESS: Steve Lindley

Gerda Meyer
GROWER

SOCIAL SECURITY NUMBER

19207 Obbs Mt. Cane Hill AR 72717
ADDRESS

Cal-Maine Foods, Inc.
BY: Patricia A Crooks

ATTEST:

TITLE: Office & Acctng Mgr.

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House #2

BREEDER ROOSTER BROODING AND REARING AGREEMENT

This agreement is made on this ***30th*** day of ***November, 2001*** by and between Cal-Maine Foods, Inc., a Delaware corporation with a place of business at ***706 S. West St. Lincoln, AR 72744*** (hereinafter referred to as "Owner"), and ***Gerda Meyer*** residing at ***19207 Dobbs Mtn. Cutoff Cane Hill, AR 72717*** (hereinafter referred to as "Grower").

Whereas, Owner is or about to become the Owner of certain laying strain of chickens which it desires to have raised as starter cockerels for the purpose of placing as breeder cockerels; and

Whereas, Owner and Grower wish to enter into an agreement whereby Grower, as an independent contractor, will raise and care for said chickens pursuant to the terms hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and conditions set forth below, the parties agree as follows:

1. Owner Agrees:

   A. That on or about ***November 29, 2001***, it will deliver, or cause to be delivered, to Grower's premises one (1) flock of approximately ***1800*** of ***Hyline W36*** strain, day old cockerels (hereinafter referred to as said "birds").

   B. To supply, at its expense, the feed, medication, spray, disinfectant, litter (starting paper), debeaking and fuel up to 100 per said bird moved necessary for the feeding and management of said birds.

   C. To make periodic inspections of said birds and to offer management suggestions as needed.

   D. To pay Grower for these services, at a rate of $***150.00*** per week.

2. Grower Agrees:

   A. To feed and care for said birds at its own expense, expecting items specifically mentioned in Paragraph 1.B, and to manage the birds following Owner's prescribed program.

   B. To permit only Owner, its agents or representatives to inspect said birds and houses at any reasonable time, and to follow reasonable recommendations made by them with respect to the subject matter of this Agreement.

C. To provide the houses and equipment to Owner's specifications, and the labor, water, electricity, litter, insect and rodent control materials necessary for the proper care of said birds.

D. To provide and maintain roads, driveways, and adequate loading and unloading facilities for the birds and feed in such a manner as to provide all Owner's vehicles free and easy access.

E. To feed said birds only that feed delivered pursuant to Paragraph 1.B. Grower further agrees that said feed, vaccines, and other supplies furnished by Owner shall be used exclusively for the care and feeding of said birds, and that none of said feed or supplies shall be sold for feed to other poultry or livestock, or disposed of in any manner whatsoever.

F. To keep an accurate daily record of the mortality of said birds on charts supplied by Owner, and to furnish Owner with such charts or information thereon upon request. Also, to keep such records on the flock as requested by Owner.

G. To notify Owner or their representative immediately of any death or loss due to weather, disease or causes other than normal mortality or if said birds appear to be suffering from disease or ailment common to chickens.

H. To prevent anyone engaged in the caring of said birds from being in contact with other poultry.

I. To forever indemnify, defend and hold Owner harmless from any and all claims for injury or damage to persons or property arising out of Grower's acts or omissions pursuant to this Agreement to operations in connection therewith.

J. To comply with all applicable state, county, local and federal health laws; in the event that Grower shall fail to comply with an provision of the applicable laws, the Owner is hereby granted and shall have the right to enter upon the Grower's premises and correct and perform such necessary acts so as to comply with said laws or regulations and the expenses incurred thereto shall be charged to the Grower.

K. To indemnify Owner against loss from mysterious disappearance of said birds, feed, medication or supplies and all other goods owned by Owner.

3. If Grower fails to care for said chickens, of if Grower attaches or permits to be levied or disposes of or attempts to dispose of the chickens, eggs produced, or supplies furnished by Owner, or if Grower breaches any terms of this Agreement, or if the flock becomes endangered for any reason in the opinion of the Owner, Owner shall have the right to terminate this Agreement immediately. In the event of such termination, Owner or their authorized representative shall be fully authorized to come upon Grower's premises without legal process either to feed and care for the chickens on Grower's premises or to take immediate possession of said chickens, eggs produced and unused supplies furnished by Owner and to dispose of same in such a manner as Owner may see fit. In the event Owner keeps its chickens on Grower's premises and brings in a representative to care for the chickens. Owner's use of the premises and equipment for completing the growing operation shall be without charge. In the event Owner exercises its rights pursuant to this paragraph, Grower shall be liable for any expenses incurred by Owner. Owner's exercise of any of the above enumerated rights shall be without prejudice to any and all legal rights and remedies that Owner may otherwise have by reason of the foregoing occurrences.

4. All birds covered by this Agreement and all supplies delivered by Owner are the property of Owner and Grower shall have no right of any kind to the birds or supplies furnished by Owner. Owner, at its sole option and discretion, may erect notices or placards of its ownership at Grower's premises or file one or more Financing Statements or similar instruments of notice under the UCC or other applicable law and Grower shall fully cooperate with Owner as necessary to accomplish the foregoing. Owner's failure to provide notice of its ownership in this manner shall not relieve Grower of its obligation to advise third parties of Owner's ownership as provided in this Agreement.

5. Owner is a government contractor, and this contract is subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 C.F.R. Chap. 60. Unless this contract is exempt, there is incorporated herein by reference 41 C.F.R. Sec. 60-1, 4; Sec 60-250.4 and Sec 60-741.4.

6. In the event of fire, explosion, tornado, a labor dispute, or any act or stoppage of like character beyond the control of either party, in which event requires either party to cease operation of its respective businesses, the parties thereby agree that such event shall relieve the other party from obligations imposed by this Agreement for the duration of the stoppage.

7. With respect to this contract, the Grower is and shall remain an independent contractor and is not and shall not be deemed an agent, servant or employee of or a joint venturer with Owner and shall not have the authority to incur debts or liabilities in

the name of Owner. In addition, Grower especially waives any or all liens of any kind of character which Grower may acquire against said birds placed with him.

8. This Agreement may be assigned by Owner and shall be binding upon and inure to the benefit of Owner's successors and assigns. Grower, however, shall not assign this Agreement without prior written consent of Owner.

9. The terms of this Agreement shall be for flocks listed in Paragraph 1.A. The Agreement shall terminate upon the conclusion of growing and moving of the flock pursuant to the provisions of the Agreement.

10. This Agreement represents the entire agreement between the parties, and no covenants, warranties (express or implied), conditions or representations shall be binding on the parties unless expressly set out herein.

GROWER AFFIRMS THAT BEFORE SIGNING, HE HAS READ THIS AGREEMENT AND UNDERSTANDS ALL THE CONDITIONS HEREIN WITHOUT RESERVATION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

WITNESS:

_____

GROWER:

Gerda Meyer

_____

Social Security Number
Or
Federal I.D. Number

WC 409. 19207 DOBBS MT.
Cane Hill Ar. 72717
Address

CAL-MAINE FOODS, INC.

ATTEST:

_____

BY: Patricia A Crook

TITLE: Asst Mgr.