IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 16 2003
Phil Lombardi, Clerk
U.S. DISTRICT COURT

1. THE CITY OF TULSA,
2. THE TULSA METROPOLITAN UTILITY AUTHORITY,

Plaintiffs,

v.

1. TYSON FOODS, INC.,
2. COBB-VANTRESS, INC.,
3. PETERSON FARMS, INC.,
4. SIMMONS FOODS, INC.,
5. CARGILL, INC.,
6. GEORGE'S, INC.,
7. CITY OF DECATUR, ARKANSAS,

Defendants.

Case No. 01 CV 0900EA(C)

ORDER APPROVING SETTLEMENT AGREEMENT, VACATING ORDER OF MARCH 14, 2003, AND ADMINISTRATIVELY CLOSING CASE

This matter comes before the Court on this 16th day of July, 2003, upon Plaintiffs' and Defendants' Joint Application to Approve Settlement reached among the Parties and announced to the Court on March 24, 2003. Based on the many filings and court appearances of the Parties in this case, evidentiary hearings, consideration of expert reports and testimony, and all presentations of counsel, the Court is thoroughly apprised of all of the issues, applicable law and the respective contentions, claims and defenses of the Parties in this case. The Court therefore considers the Settlement Agreement of the Parties in this context, and HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Parties agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. The Settlement Agreement of the Parties, signed by the Parties as of July 16, 2003 and attached hereto as Exhibit "1," was negotiated by the Parties in good faith, at arms-length, and after numerous settlement

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Exhibit 6

conferences with the active involvement and supervision of United States Magistrate Judge Sam A. Joyner.

2. All terms, conditions, definitions and provisions contained in the attached Settlement Agreement are hereby approved by the Court, and incorporated herein by reference as the Order and Judgment of the Court. The Parties shall comply with all terms, conditions and provisions of that Agreement and in addition thereto, or as stated therein, the Court further orders as follows.

3. Pending adoption of the risk based phosphorus index ("PI"), as described in the Agreement, effective immediately, there shall be a Moratorium on land application in the Watershed of Poultry Litter on Application Sites, as those terms are defined in the Agreement. Specifically, the Poultry Defendants shall not:

(a) engage in or knowingly permit the Land Application of Poultry Litter on a Company Farm (or other property owned by the Poultry Defendants) or on a Contract Grower's property in the Watershed until the property has been issued a Nutrient Management Plan ("NMP") containing a PI number for each tract, field or pasture;

(b) engage in or knowingly permit the sale or transfer of any Poultry Litter produced by a Company Farm or Contract Grower in the Watershed to any other Landowner in the Watershed for Land Application until each tract, field, or pasture, and each tract of the Application Site on which the sold or transferred Litter is to be land applied has been issued an NMP containing a PI by the Watershed Monitoring team ("WMT");

(c) engage in or knowingly permit the sale or transfer of any Litter produced by a Company Farm located outside of the Watershed to any Landowner within the Watershed for Land Application until the Landowner has been issued an NMP by the WMT, containing a PI number for each tract;

(d) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have engaged in or permitted the Land Application of Litter on his property prior to the issuance to such Grower, by the WMT, of an NMP for his property containing a PI number for each tract, and if ordered by

the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower;

(e) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have sold or transferred Poultry Litter to any Landowner within the Watershed prior to the issuance to such Landowner, by the WMT, of an NMP containing a PI number for each tract, and, if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower; or

(f) engage in or knowingly permit any Litter to be stored on a Company Farm or Grower's farm in the Watershed in such a manner as to allow the transport or dispersal of such Litter due to storm water runoff, infiltration, wind or other natural or manmade events.

(g) the Poultry Defendants shall notify their contract growers in adjoining watersheds of the Moratorium and discourage them from selling, transferring or arranging to transport any Poultry Litter into the Watershed during the Moratorium.

4. Upon approval by the Court of a PI, the PI shall control the terms and conditions under which any Nutrients may be Land Applied in the Watershed, whether located in Arkansas or Oklahoma. As each Contract Grower or Company Farm receives an NMP and PI from the WMT, the Moratorium period for that Contract Grower or Company Farm shall cease, and all future Litter or other Nutrient application by that Contract Grower or Company Farm shall be governed by the terms and conditions of the NMP; provided, however, the restrictions contained in subparagraphs (b) and (f) above shall remain in force and effect after the Moratorium ceases and shall be part of every NMP.

5. In addition to the other terms and conditions of the Agreement pertaining to Defendant Decatur, during the continuing jurisdiction of this Court as provided below, Decatur is ordered to provide Plaintiffs access to its WWTP and surrounding property, including access to any portion of Columbia Hollow Creek, with reasonable prior notice, for the purpose of obtaining samples or otherwise observing, testing or monitoring, at Plaintiffs' expense, any soils,

water, effluent, influent or other parts or processes at the WWTP. During the term of the Court's retained jurisdiction, Decatur shall also provide Plaintiffs with copies of all Discharge Monitoring Reports as they are prepared and filed with the ADEQ, and upon request shall provide copies of any other detail or supporting documents, or other WWTP operational records, at Plaintiffs' expense.

6. The Court has considered and hereby denies Plaintiffs' request under Oklahoma law for pre-judgment interest on the agreed settlement amount from April 3, 2003 to the date of this Order.

7. At the Parties' request, the Court shall retain jurisdiction for the purpose of enforcing the terms of their settlement agreement pursuant to the authority of *Kokkonen v. Guardian Life Ins. Co. of America,* 511 U.S. 375, 381-82 (1994). The Court contemplates that its continuing jurisdiction will terminate four years after its entry of the Order approving the PI for the Watershed, and a dismissal with prejudice of Plaintiffs' claims will be entered at that time unless the Court determines that additional supervision is necessary to enforce the settlement agreement.

8. In light of the settlement reached by the Parties, the Defendants have filed a written application to vacate this Court's Order granting partial summary judgment entered on March 14, 2003 (Docket No. 444). The Plaintiffs have filed no opposition to such application, and therefore, the Court finds that the Defendants' application should be granted. The Court's Order of March 14, 2003 is hereby vacated.

9. Except as otherwise provided herein, this case is administratively closed.

10. In accordance with the Agreement of the Parties, each Party shall bear its own costs and attorneys' fees.

IT IS SO ORDERED this 16th day of July, 2003.

Claire V Eagan

CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

FOR THE PLAINTIFFS:

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is deemed executed as of this ____ day of July, 2003, by and between the Parties in Case No. 01 CV 0900EA(C) pending in the United States District Court for the Northern District of Oklahoma ("the Case"), namely: the "Plaintiffs," The City of Tulsa, a municipal corporation ("City"); and The Tulsa Metropolitan Utility Authority, a public trust ("TMUA"); and the "Defendants," Tyson Foods, Inc., a corporation ("Tyson"); Cobb-Vantress, Inc., a corporation ("Cobb-Vantress"); Peterson Farms, Inc., a corporation ("Peterson"); Simmons Foods, Inc., a corporation ("Simmons"); Cargill, Inc., a corporation ("Cargill"); George's, Inc., a corporation ("George's") (these Defendants being collectively referred to herein as "Poultry Defendants"); and The City of Decatur, Arkansas, a municipal corporation ("Decatur").

A. DEFINITIONS

The following terms used in this agreement have the following meanings, whether or not these words are capitalized in this Agreement:

1. "Agreement" means this Settlement Agreement by and among the Parties.

2. "Application Site" means any tract of land in the Watershed larger than two and one half acres outside any city limits where Poultry Litter or other Nutrients from any Contract Grower or Company Farm is land applied or expected to be land applied.

3. "BMPs" means Best Management Practices and refers to all measures, methods, processes or techniques which are designed to be implemented for the purpose of controlling, reducing or preventing adverse impacts to the environment resulting from land application of nutrients.

4. "Case" means Case No. 01 CV 0900EA(C) pending in the United States District Court for the Northern District of Oklahoma, styled The City of Tulsa, et al., Plaintiffs v. Tyson Foods, Inc., et al., Defendants.

5. "Certified Litter Applicator" means a person who is certified under the laws of the State of Oklahoma or Arkansas to land apply Poultry Litter.

6. "Company" means, generically, any one of the Poultry Defendant companies.

7. "Company Farm" means any property now or hereafter owned or operated by any Poultry Defendant, or any person, related entity, affiliate or successor in interest of a Poultry Defendant, to raise and care for poultry owned by, or for the benefit of, that Poultry Defendant.

8. "Complaint" means the Complaint, as amended, filed in the Case by Plaintiffs.

9. "Contract Grower" or "Grower" means any person or other entity engaged in farming or other agricultural operations, who contracts with any one of the Poultry Defendants, to raise and care for poultry provided in the Watershed to the grower by the Poultry Defendant company.

10. "Court" means the United States District Court for the Northern District of Oklahoma.

11. "Land Application" means the application of Nutrients or Poultry Litter (as specified in connection with the use of this term) to the land in the Watershed, through any means whatsoever, for any purpose, but does not include the incidental placing of Poultry Litter on land during the process of hauling or moving to storage or composting for a temporary period of time, not to exceed three days.

12. "Landowner" means Contract Growers and Company Farms, as those terms are defined herein, and any other person or entity who owns, leases, or uses an Application Site, as defined herein.

13. "Litter" or "Poultry Litter" means all byproducts associated with the confinement of poultry, including excrement, feed waste, and bedding materials.

14. "NMP" means Nutrient Management Plan further described in Section G of this Agreement, and includes other similarly named plans, regardless of how denominated, such as a waste management plan ("WMP").

15. "Nutrients" means Poultry Litter, and any other animal waste, manure, or commercial fertilizer containing phosphorus.

16. "Parties" means, collectively, all of the named Parties in the Case, who are likewise Parties to this Agreement, or when use in the singular form, "Party", means any specific party to the Case.

17. "PI" means the risk based Phosphorus Index developed to govern the terms and conditions under which Nutrients may be land applied in the Watershed, as further described in Section D of this Agreement, and includes the numerical index system represented thereby, the target objective or index necessary to limit the land application of Nutrients, as described therein, and any other associated requirements, limits or guidelines pertaining to the land application of Nutrients as prescribed by the PI developers.

18. "Poultry" means chickens and turkeys.

19. "Poultry Defendants" means all of the Defendants named in the Case, except the City of Decatur, Arkansas, and includes all entities owning or operating "Company Farms" as defined herein.

20. "Watershed" means the Spavinaw/Eucha Watershed described in Plaintiffs' Complaint, encompassing approximately 415 square miles on either side of the

Oklahoma-Arkansas border, and lying within Mayes and Delaware Counties in Oklahoma, and Benton County in Arkansas.

21. "Water Supply" means the entire raw water collection and treatment system operated or relied on by the Plaintiffs to furnish drinking water from the Watershed to residents and customers, including but not limited to, all creeks, streams and tributaries in the Spavinaw/Eucha Watershed, Lake Eucha, Lake Spavinaw, Lake Yahola, and the Mohawk Water Treatment Plant.

22. "WMT" means the Watershed Monitoring Team hired and trained to monitor and enforce the Moratorium, prepare new NMPs implementing the PI for Growers, Company Farms and Land Application Sites, and monitor and enforce compliance with the revised NMPs, as further defined in Section E of this Agreement.

23. "WWTP" means Wastewater Treatment Plant, and refers specifically to the publicly owned wastewater treatment plant operated by the City of Decatur, Arkansas.

B. RECITALS

1. On December 10, 2001, the Plaintiffs commenced the Case against the Defendants seeking injunctive relief and monetary damages for Defendants' alleged acts and omissions, and/or the acts and omissions of the Poultry Defendants' Contract Growers, which Plaintiffs claimed have caused damage to Plaintiffs' Water Supply in the Watershed.

2. The Defendants have denied liability for all such claims and have actively defended against these allegations during the Case.

3. Considering the uncertainties, costs, time and legal issues associated with the Case, the Parties desire to resolve their respective claims and defenses against each other, and therefore, have entered into this Agreement to compromise their claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

C. STATEMENT OF INTENT

1. It is the intent of this Agreement to (1) fully and finally resolve the controversy between the Parties which is the subject of the Case and to avoid the uncertainty and risk associated with litigation; and (2) to ensure that nutrient management protocols are used in the Watershed to reduce the risk of harm to Plaintiffs' Water Supply due to the Land Application of Nutrients and The City of Decatur's WWTP discharge, while at the same time recognizing the right of the Poultry Defendants and their Growers to continue to conduct poultry operations in the Watershed within such protocols and the importance of clean lakes, safe drinking water and a viable poultry industry to the economies of Northeast Oklahoma and Northwest Arkansas.

2. In furtherance hereof, this Agreement shall be binding not only upon each of the named Defendants, but also on any entity now existing or hereafter acquired or created by or under the control or ownership of any of the respective Defendants, including any related entity, affiliate or successor-in-interest of a Defendant, for the purpose of conducting operations in or affecting the Watershed.

D. WATERSHED PHOSPHORUS INDEX

1. A new phosphorus risk-based index ("PI") shall be developed to govern the terms and conditions under which any Nutrients may be land applied in the Watershed. Although the PI, as developed or with modification, may have broader application or be of interest to other watersheds or parties not involved in the Watershed, the PI shall be developed particularly for the existing physical, geological and hydrological conditions and characteristics of the Watershed and the stated goals and intent of this Agreement.

2. The PI shall be developed to achieve the least amount of total phosphorus loading reasonably attainable from each Application Site to the Water Supply from all sources of phosphorus on each such Application Site while still meeting the agronomic requirements for the growth of grasses, crops and other desirable plant life.

3. The PI shall be developed by a "PI Team" consisting of an equal number of representatives from Oklahoma State University ("OSU") and the University of Arkansas ("UA"). The PI Team may consult with other institutions, governmental agencies or outside consultants as they deem appropriate, but only the members of the PI Team shall be responsible for the final PI presented to the Court. The final PI shall require unanimous agreement of all PI Team members before submission to the Court. The PI Team members shall notify the Plaintiffs and Poultry Defendants of the final PI. Subsequent thereto any party to this Agreement may file application with the Court for entry of the order establishing the final PI. Absent an objection by a party to this Agreement within fifteen (15) days of the submission of the final PI to the Court, the Court may in its discretion enter an order establishing the final PI substantially in the form of the proposed order attached hereto as Exhibit A.

4. The Plaintiffs shall pay $40,000 and the Poultry Defendants shall pay $40,000, for a total of $80,000, toward the cost of research and development of the PI. These funds shall be paid during the course of the project commensurate with the progress of the work.

5. The PI shall be developed and submitted to the Court, Plaintiffs and the Poultry Defendants not later than January 1, 2004, provided that a reasonable extension of this deadline may be agreed to by the Plaintiffs and Poultry Defendants jointly, not to exceed sixty days, if Plaintiffs and Poultry Defendants are reasonably satisfied by assurances from the PI Team that a PI will be agreed to by all PI Team members by the end of the extended deadline.

6. If the PI Team is unable to agree on a PI by the deadline or extended deadline, they shall jointly notify the Plaintiffs and Poultry Defendants in writing, which notice shall include a statement of issues or reasons for the impasse. In that event, either Plaintiff or any one of the Poultry Defendants may file an application with the Court any time thereafter requesting a conference with the Court to determine the process, including an evidentiary hearing

if necessary, by which either Plaintiffs or Poultry Defendants may present a proposal for the Court to determine an appropriate PI for use in the Watershed.

7. Upon approval by the Court of a PI, the PI shall be incorporated into the NMPs for all Application Sites in the Watershed, whether located in Arkansas or Oklahoma. The order shall provide that the PI shall remain in effect unless and until the Plaintiffs and the Poultry Defendants agree to modify the PI, or the Court orders otherwise.

E. WATERSHED MONITORING AND ENFORCEMENT

1. The Moratorium (described below in Section F), revised NMPs, and the PI shall be implemented, monitored and enforced by a Watershed Monitoring Team consisting of four persons ("WMT"), as more specifically described below. The WMT shall be recruited, trained and prepared to begin its duties upon the Court's approval of the final PI. WMT members shall have the experience, training and qualifications prescribed by state or federal law or regulations for persons designated to prepare and oversee implementation of NMPs or comparable plans designed to manage agricultural operations and preserve water quality.

2. The Poultry Defendants shall pay all costs associated with the recruitment, hiring and training of the WMT, the necessary compensation and state mandated benefits required to employ qualified persons, and the essential and reasonable expenses required by the WMT to carry out its monitoring and enforcement duties as hereafter provided. The funding obligation of the Poultry Defendants shall commence on the date of the Court's approval of the PI, and continue for a period of four years after the date of the Court's order approving the PI, unless earlier assumed by the state agencies as provided below.

3. The WMT shall be jointly recruited, trained, overseen and monitored by a Special Master to be appointed by the Court pursuant to an order substantially in the form of Exhibit "B" hereto and the state agency referred to below in paragraph E.8, if any, which has agreed to employ the particular WMT member. Within thirty days after entry of a Court order approving this Agreement, substantially in the form of Exhibit "C" hereto, Plaintiffs and Poultry Defendants shall confer and attempt to agree on a qualified candidate for Special Master, or in the absence of such agreement, Plaintiffs shall submit two nominees and Poultry Defendants shall submit two nominees to the Court within the thirty day period. The Court shall be free to appoint any other person or firm not nominated by the Parties if the Court deems appropriate or necessary. The Special Master shall have sufficient formal and practical education, training and experience in one or more of the areas of geology, hydrology, agronomics, soil science, water chemistry and/or other relevant disciplines to enable him to serve in this capacity with the necessary understanding of the issues and objectives to be addressed by the WMT. Persons or firms who have prior knowledge or experience in the Watershed shall be preferred but not required, provided that no candidate shall be an employee or representative of any of the Parties, or have otherwise served as a consultant for any Party in connection with the Case unless agreed to by all Parties.

4. The Special Master shall at all times be deemed an independent contractor. For the period of four years after his appointment, the Poultry Defendants shall pay the essential and reasonable expenses of the Special Master incurred in the performance of his duties as defined herein, who shall serve at the pleasure of the Court. His term of appointment shall

commence upon appointment by the Court and end four years thereafter, unless the Court orders otherwise. Any vacancy occurring during his term for any reason shall be filled in the manner described above in immediately preceding paragraph 3.

5. In coordination with the applicable state agency, if any, as referenced in paragraph E.8 of this Agreement, the Special Master shall begin recruiting the WMT upon his appointment by the Court. Unless otherwise directed by the Court or agreed by the Plaintiffs and Poultry Defendants, the Special Master shall report in writing to the Court, Plaintiffs and Poultry Defendants no less often than quarterly during the first two years of his tenure, and semi-annually for the remaining two years. The reports to the Plaintiffs and Poultry Defendants shall include but not be limited to apprising them of the status of preparation of all NMPs, all monitoring and enforcement activities, including the monitoring and enforcement of the Moratorium as described in Section F by the WMT, and the costs incurred by the Special Master and WMT during the reporting period. The reports to the Court, which shall also be furnished to the Plaintiffs and Poultry Defendants, shall be a summary of these matters, and shall primarily focus on issues relating to the implementation and enforcement of this Agreement. In addition to his joint duties to recruit, train and oversee the WMT and report to the Court and Parties, the Special Master shall assist the WMT in carrying out their regular duties of preparing NMPs, monitoring and enforcement, if and when workload or other factors or conditions require additional manpower, and for such purposes shall have the same right of access to the properties owned or operated by the Growers, Company Farms and Application Sites as is afforded the WMT. If any vacancies occur in the WMT for any reason, they shall be filled in a manner similar to the original recruitment and training of the WMT members.

6. The WMT's duties shall include:

(a) Immediately upon employment and completion of training, the WMT shall begin to evaluate, through personal observation, testing, monitoring and/or gathering necessary data, each tract of land owned or operated by a Landowner for the purpose of (i) assigning an appropriate PI (when developed) to each tract, and (ii) monitoring compliance with the Moratorium and all Court Orders entered in the Case;

(b) As soon as practicable after entry of the Order approving the PI, the WMT shall prepare NMPs, which shall include an assigned PI number for each Company Farm, Contract Grower and Application Site;

(c) The WMT shall monitor each Landowner or Certified Litter Applicator in the Watershed for compliance with the terms and conditions of the Moratorium, his NMP, and all Court Orders entered in the Case, including making periodic inspections of the Landowner's property to procure samples of Poultry Litter, soil, water, or conduct such other tests and make such other observations as are necessary for the WMT to determine if the Landowner is complying with the restrictions of the PI, the NMP and applicable Court Orders;

(d) The WMT shall inspect such relevant records or data as the Poultry Defendant or Landowner may be required to maintain (either pursuant to

state law, regulation or otherwise), in order to demonstrate compliance with the Moratorium, his NMP and the PI, and applicable Court Orders.

(e) The WMT shall provide consultation, advice and assistance to all Landowners, as requested or necessary, to encourage and maintain compliance with the Moratorium, NMP and the PI, and applicable Court Orders; and

(f) The WMT shall report to the Court, Plaintiffs and the Poultry Defendants, and to their state regulatory agency or commission having jurisdiction under any applicable state law, all material and/or repeated violations or instances of non-compliance with the Moratorium, NMP, PI or applicable law, rules or regulations.

7. Upon each one-year anniversary date of the establishment of the WMT until modified by Court order, the WMT shall collect and disseminate to the Plaintiffs, the Poultry Defendants and the Special Master the following information regarding the Contract Growers and Company Farms:

(a) the name of the Contract Grower or Company Farm manager;

(b) the location of the Contract Grower or Company Farm;

(c) the size or production of such farming operation in terms of number of poultry houses, type of poultry, number of birds in standing inventory per flock, number of estimated flocks per year, and estimated Poultry Litter or other nutrient or manure production per year;

(d) the quantity of Poultry Litter, manure or other nutrients that is land-applied on the Contract Grower or Company Farm property, and the quantity which is transferred or sold each year;

(e) the name and location of any transferee of such Poultry Litter;

(f) the normal or anticipated date that the Poultry Litter or other manure is cleaned out, land-applied and/or transferred; and

(g) date of issuance of last NMP, including the assigned PI, and name of WMT member who prepared the NMP.

If for any reason the WMT ceases to exist, and if at that time the Court continues to retain jurisdiction over this Agreement pursuant to the Order Approving the Settlement Agreement, any of the Parties may apply to the Court for an order directing to what extent and in what manner this information shall continue to be compiled and disseminated.

8. The Plaintiffs and Poultry Defendants agree to confer with the Oklahoma Department of Agriculture ("ODA") and the Arkansas Soil and Water Conservation Commission ("ASWCC"), or such other respective state agencies or commissions as may be appropriate or necessary, to obtain their agreement to assume full and permanent responsibility to administer

the employment and compensation of the WMT members, provide facilities and support for their responsibilities, and maintain records and information collected by the WMT in the performance of its duties. Subject to agreement of these respective agencies to employ WMT members in a manner consistent with and supportive of their responsibilities as set forth herein, two members of the WMT shall be deemed employees of the ODA, and two members shall be deemed employees of the ASWCC.

9. If the state agencies accept such responsibility, the Poultry Defendants shall pay the costs of each WMT member's compensation, state mandated benefits and the other essential and necessary expenses to the respective state agency for the time period specified above in paragraph 2 of this Section, unless the respective agencies appropriate funds to provide such compensation, benefits and expenses prior thereto.

10. Notwithstanding the employment of WMT members by the respective state agencies, the team members shall remain subject to the oversight and monitoring of the Special Master during the term of his Court appointment. Notwithstanding the employment or assignment of two WMT members to an Oklahoma agency, and two WMT members to an Arkansas agency, the Special Master shall have the authority and discretion, with the concurrence of the relevant state agencies, to require that one or more members assigned to one state agency temporarily assist the team members employed by the other state agency, as needed to carry out the overall duties and objectives of the WMT, given the varying workload and number of Application Sites in each respective state in the Watershed.

11. If Plaintiffs and Poultry Defendants are unable to obtain agreement from the respective state agencies to assume employment responsibilities for the WMT, the WMT members shall continue to perform their duties as independent contractors under the direction of the Special Master and at the expense of the Poultry Defendants for the four-year period of time specified in paragraph E.2.

F. MORATORIUM

1. The following restrictions shall become effective automatically upon the entry of the Order of the Court approving this Agreement (Exhibit "C") and shall remain in place thereafter until the particular Company Farm or Contract Grower at issue receives from the WMT an NMP containing a PI number for each field, pasture or tract on the farm. The following restrictions are collectively referred to hereinafter as the "Moratorium."

2. Prior to the execution of this Agreement the Poultry Defendants represent that they have notified the Contract Growers in the Watershed of this Moratorium, and will provide the Contract Growers with a copy of the relevant portions of the Order approving this Agreement. To help expedite the development of NMPs, the Poultry Defendants shall encourage their Contract Growers to contact the WMT as soon as practicable after the WMT has been hired and trained so the evaluation of Contract Growers' properties may begin prior to the adoption of the PI by the Court.

3. From and after the date the Court enters its Order approving this Agreement, the Poultry Defendants shall not:

(a) engage in or knowingly permit the Land Application of Poultry Litter on a Company Farm (or other property owned by the Poultry Defendants) or on a Contract Grower's property in the Watershed until the property has been issued an NMP containing a PI number for each tract, field or pasture;

(b) engage in or knowingly permit the sale or transfer of any Poultry Litter produced by a Company Farm or Contract Grower in the Watershed to any other Landowner in the Watershed for Land Application until each tract, field, or pasture, and each tract of the Application Site on which the sold or transferred Litter is to be land applied has been issued an NMP containing a PI by the WMT;

(c) engage in or knowingly permit the sale or transfer of any Litter produced by a Company Farm located outside of the Watershed to any Landowner within the Watershed for Land Application until the Landowner has been issued an NMP by the WMT, containing a PI number for each tract;

(d) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have engaged in or permitted the Land Application of Poultry Litter on his property prior to the issuance to such Grower, by the WMT, of an NMP for his property containing a PI number for each tract, and if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower;

(e) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have sold or transferred Poultry Litter to any Landowner within the Watershed prior to the issuance to such Landowner, by the WMT, of an NMP containing a PI number for each tract, and, if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower; or

(f) engage in or knowingly permit any Litter to be stored on a Company Farm or Grower's farm in the Watershed in such a manner as to allow the transport or dispersal of such Litter due to storm water runoff, infiltration, wind or other natural or man made events.

4. As each Contract Grower or Company Farm receives an NMP and PI from the WMT, the Moratorium period for that Contract Grower or Company Farm shall cease, and all future Litter or other Nutrient application by that Contract Grower or Company Farm shall be governed by the terms and conditions of the NMP; provided, however, the restrictions contained in subparagraph (b) and (f) above shall remain in force and effect after the Moratorium ceases and shall be part of every NMP.

G. NUTRIENT MANAGEMENT PLANS AND GROWER CONTRACTS

1. Upon approval by the Court of the PI, the Poultry Defendants shall furnish their Contract Growers and Company Farm managers a copy of the relevant portions of the Order entered in the case (Exhibit "A" attached hereto), and notify them in writing that they are required by the terms of the Order to apply to the WMT (if they have not already done so following approval of this Agreement) within sixty days after such Order to obtain a new NMP incorporating the PI. The Poultry Defendants may encourage their Contract Growers to make application for a new or revised NMP as soon as the WMT is formed and operational. Upon receipt of such application, the assigned WMT member shall personally visit the applicant's property to properly evaluate the property and farming operations for the purpose of preparing the NMP and assigning an appropriate PI number. A new written NMP shall be prepared by the WMT member as soon as practicable after approval of the PI. The WMT (or applicable state agency if the agency has assumed responsibilities as provided above in Section E) shall retain the original of the NMP; deliver a copy to the applicant; send a copy to the Poultry Defendant with whom the Grower has contracted, and send a copy to the Plaintiffs.

2. All NMPs prepared by the WMT shall be in substantially the same format and contain such information, recommendations and requirements as have generally been contained in NMPs or other WMPs or similar documents previously prepared by County Conservation District, Natural Resource Conservation Service (NRCS) offices and/or Cooperative Extension offices. The NMP shall contain a PI number for each pasture, crop land, or other tract of property owned or farmed by the Grower or Landowner that is part of an Application Site and shall also explicitly contain all restrictions imposed by any applicable state law, rule or regulation. This Agreement, the Court Orders entered in the Case, the NMPs, the PI, and all applicable state laws, rules and regulations shall be construed to together to give effect to each whenever possible; provided that the NMP, PI, this Agreement and the Court Orders shall control over any conflicting law, rule or regulation to the extent that the former provide more stringent or restrictive protocols which are more protective of the Watershed and the risk of excess nutrient loading to the Water Supply.

3. The NMP shall remain in force and effect until expressly superseded or modified by the WMT or any order issued by the Court. The NMP may not be modified or rescinded by any contract provision or other directive promulgated by the Poultry Defendants. The WMT shall reassess the NMP: (i) upon learning of any significant change of condition at the Application Site or the operations thereon; (ii) upon application or request for such modification by the Grower or Landowner, contracting Poultry Defendant, or Plaintiffs; (iii) upon modification of the Watershed PI; or (iv) as a matter of routine reevaluation which shall occur no less often than every three years from the date of last issuance of the NMP.

4. Upon expiration of the Moratorium, a Poultry Defendant, Contract Grower or Company Farm may sell or transfer Litter to (i) any other person who provides written assurance that the Litter will not be Land Applied within the Watershed, or (ii) another Landowner for Land Application in the Watershed if and only if such transferee Landowner in the Watershed has received an NMP containing a proper PI prepared by the WMT, and the NMP permits the Land Application of Litter on the transferee's property, or (iii) a Certified Litter Applicator, provided that the Contract Grower obtains either: (a) a copy of the current NMP for the Application Site if the Application Site for the transferred litter is known at the

time of the transfer; or (b) written assurance from the Certified Litter Applicator that the transferred Litter will only be utilized in the Watershed in accordance with the Court's Order approving the PI in the event that the Application Site for the transferred Litter is not known at the time of the transfer. The Poultry Defendants shall require that their Contract Growers or Company Farm managers be responsible to ensure that the ultimate transferee has obtained a proper NMP and PI before any Litter is transferred or delivered to the transferee or any applicator or transporter for Land Application, and to know the location where all Litter transferred to an intermediary is ultimately land applied. In the event of a transfer to persons identified in subsections (i) and (iii) above, the transferor may reasonably rely upon the NMP obtained by the transferor from the Certified Litter Applicator or the written assurance as specified above. The Poultry Defendants and the Grower or Company Farm as the case may be, shall retain in their respective files a copy of the transferee's NMP or the written assurance provided by the Certified Litter Applicator. Copies of the transferee's NMP shall be distributed by the WMT as provided in paragraph 1 of this Section.

5. Each Poultry Defendant shall, at the time of entering into a new or subsequent contract with a Contract Grower in this Watershed but in no event later than January 1, 2004, modify its individual contract documents with its Contract Grower or Company Farms, if necessary, to contain provisions contractually obligating the Contract Growers or Company Farms to comply with the relevant terms of this Agreement, the Court's orders entered in connection with the settlement of the Case and all applicable laws, regulations and orders, including but not limited to environmental laws, regulations and orders.

6. In the event a Poultry Defendant discovers or the WMT reports to the Company repeated and/or material violations of the Moratorium, the NMP, the improper transfer or sale of Poultry Litter by a Contract Grower, or the Grower's failure to comply with the applicable terms of his Contract as they relate to this Agreement or any Court Orders entered in the Case, then the Poultry Defendants shall withhold further placement of birds until such a time as the violations have been remedied. In the event the WMT reports that a Contract Grower continues to materially violate any of the agreements or requirements described in this paragraph, after the Poultry Defendant has previously withheld placement of birds, then the Poultry Defendants or Plaintiffs may file an application with the Court to enter an Order directing the Poultry Defendant to terminate that Grower's contract. The Contract Grower shall be afforded notice and opportunity to be heard in the event such an application is made to this Court. The termination of a Contract Grower's contract pursuant to this paragraph shall in no way preclude a Poultry Defendant from subsequently applying to the Court for the entry of an Order allowing any Poultry Defendant to thereafter contract with that particular Contract Grower if that Contract Grower has provided satisfactory assurances that the Contract Grower will comply with the agreements or requirements described in this paragraph.

H. DECATUR WWTP

1. Decatur shall take all actions necessary to finance, design and complete construction of all improvements or modifications of its WWTP, no later than January 1, 2006, to achieve a final effluent limitation on total phosphorus concentration that shall not exceed 1 mg/L total phosphorus, measured on a 30-day average basis.

2. During the interim, prior to completion of such WWTP improvements, Decatur shall meet the following effluent limitations: for the first six months following Court approval of this Agreement, Decatur's effluent phosphorus concentration shall not exceed 3 mg/L of total phosphorus, measured on a 30-day average basis. Thereafter, until final construction is completed on or before January 1, 2006, Decatur's effluent phosphorus concentration shall not exceed 2 mg/L of total phosphorus, measured on a 30-day average basis.

3. The Parties acknowledge that Decatur's WWTP discharge is subject to a National Pollution Discharge Elimination System (NPDES) permit issued by the Arkansas Department of Environmental Quality (ADEQ). The limitations contained in this Agreement shall be the maximum allowed discharge limits for Decatur; provided, however, in the event ADEQ issues more stringent limitations or other conditions on Decatur's effluent, the more stringent limitations contained in the NPDES permit shall control.

I. NON PROFIT ENTITY FOR BMP DEVELOPMENT

1. Within 120 days after entry of the Court Order approving this Agreement, the Poultry Defendants shall create a non-profit entity under the laws of the State of Arkansas for the purpose of providing research, assistance and funding to promote and implement Best Management Practices ("BMPs") for all Landowners (excluding Company Farms but including Landowners not necessarily limited to Contract Growers) in the Watershed who may apply for such assistance. It is the purpose of this entity to further the implementation of BMPs on any property the entity determines will likely contribute in a substantial manner to the protection of water bodies in the Watershed from excess nutrient loading.

2. The Poultry Defendants shall provide funding in the amount of $250,000, exclusive of attorneys' fees necessary to create and document the formation of the non-profit entity. Either, or both of the Plaintiffs, in their discretion, may contribute a sum of $50,000 each to the non-profit entity, and in such event shall be afforded proportionate representation in the management and operation of the non-profit entity with each of the other individual Poultry Defendants.

3. The Poultry Defendants shall notify the Plaintiffs upon completion of the formation of the non-profit entity, and advise the Plaintiffs of the means by which Plaintiffs may financially contribute and participate, if they so choose. Copies of the formation documents to create the non-profit entity, and proof of its registration and formation, shall be provided to the Plaintiffs within the 120-day formation period. All records and documents of the non-profit entity's operations, deliberations, activities and expenditures shall be made available to the Plaintiffs upon request.

4. The funding provided by Poultry Defendants to establish the non-profit entity shall be used for the following purposes:

(a) to prepare applications for various grants or other public or private funds to increase resources available to the non-profit entity to carry out its remaining purposes and objectives;

(b) to publicize and promote the creation of the non-profit entity and the availability of its funds and resources to landowners in the Watershed;

(c) to conduct research and analysis through the use of independent technical experts and contractors not associated or employed with any of the Defendants, for the purpose of conducting further investigation or studies to improve Watershed management and restoration, and/or to study the cause and effect of conservation measures and agricultural activities upon water quality within the Watershed;

(d) to provide for or facilitate education, consultation, and direct financial assistance to any person or entity residing or operating in the Watershed who applies for such assistance, in accordance with procedures and guidelines to be established by the non-profit entity, for the express purpose of implementing appropriate and necessary BMPs and other measures with the intent of preserving and protecting the Watershed from excess nutrient loading. These measures shall include, but not be limited to: (i) constructing permanent storage sheds erected on concrete slabs, to store poultry litter and other nutrients in the Watershed to prevent runoff when litter or nutrients are not immediately land-applied; (ii) creating riparian buffer zones on either side of creeks, streams and tributaries in the Watershed for the purpose of preventing and/or reducing erosion and nutrient runoff into such water bodies; (iii) purchasing riparian property, as deemed necessary, to create conservation easements to ensure protection and preservation against erosion or development of such property; (iv) erecting fencing or installing other appropriate measures to prevent livestock and wildlife from entering the streams, creeks and tributaries in the Watershed; (v) taking other similar necessary and appropriate actions or implement BMPs or other similar measures to preserve and protect water quality in the Watershed; and (vi) upgrading or improving human waste handling facilities including, but not limited to, septic systems in the Watershed;

(e) to pay the salary of the Executive Director and the expenses associated with the day-to-day operations of the non-profit entity. In addition to administering the affairs of the entity, it shall be the role of the Executive Director to identify, pursue and make applications for additional funding to further the purposes of the entity through private and public sources.

5. The non-profit entity shall be governed by representatives, officers or employees of the Poultry Defendants, and the Plaintiffs if the Plaintiffs choose to participate, who shall contribute their time as needed to govern the non-profit entity; provided these representatives shall not receive any compensation or other payments from the non-profit entity for contributing their time and efforts to the governance of the non-profit entity. No funds contributed to the non-profit entity at any time from any source shall be used to reimburse any of the Poultry Defendants or Plaintiffs for any litigation costs or other expenses or studies incurred in connection with the Case, or to conduct any studies or investigations

which have the primary intent of benefiting the business and/or agricultural operations conducted by the Poultry Defendants in the ordinary course of their business.

6. The non-profit entity shall have no responsibility or power to oversee, enforce, monitor or waive any BMP which may be prescribed for a Contract Grower or Company Farm by the WMT as part of their NMP.

J. MONETARY COMPENSATION AND RELEASE

1. The Poultry Defendants shall pay to Plaintiffs as a compromise settlement of all claims, costs or expenditures claimed by Plaintiffs prior to the date of Court approval of this Agreement, as more specifically described in the release contained in subparagraph 8 of this Section, the sum of $7,500,000, payable as follows.

2. Within three business days after Court approval of this Agreement, Poultry Defendants shall wire transfer to McKinney & Stringer, P.C., ("Payee") to be held in trust for Plaintiffs, the sum of $5,650,000. Plaintiffs' counsel shall provide Poultry Defendants by separate correspondence the information necessary to effectuate this wire transfer in a timely manner. Liability for payment of this amount shall be joint and several as to all Poultry Defendants.

3. The balance of $1,850,000 shall be paid by Peterson in the form of a Promissory Note ("Note") attached hereto as Exhibit "D", payable to McKinney & Stringer, P.C., on or before March 24, 2004, with interest at the rate of 4% per annum. The sum of $1,000,000, credited first to accrued interest and secondly to principal, shall be due and payable on September 24, 2003. The entire balance of accrued interest and principal shall be paid on the date of maturity. Funds shall be paid by wire transfer in the manner described above in immediately preceding paragraph 2. The Note shall be dated, executed and delivered to the Payee on the date the Court enters its Order approving this Agreement.

4. The Note shall be secured by one or more real estate mortgages ("Mortgage") granting Payee a first mortgage on real property which shall be satisfactory in all respects according to the sole discretion of the Payee, which shall not be unreasonably withheld. The Mortgage shall be substantially in the form of Exhibit "E" attached hereto, and shall be delivered to Payee simultaneously with the Note.

5. The mortgaged property ("Property") shall be of adequate value, in the Payee's reasonable discretion, to secure not less than 125% of the total principal stated in the Note. The mortgaged property shall be free and clear of any other mortgages, liens or encumbrances. Not less than five days prior to the presentation of this Agreement to the Court for approval, Peterson shall provide to Payee copies of deeds containing proper legal descriptions, and current MAI appraisals for the available Property proposed as collateral for the Mortgage. If current appraisals not more than six months old are not available, the Payee may procure such appraisal by a certified MAI appraiser, at Peterson's expense.

6. Not less than five days prior to the presentation of this Agreement to the Court for approval, Peterson shall provide to Payee, at Peterson's sole expense, a commitment

or binder for title insurance covering the Property, issued by a title insurance company acceptable to both parties, committing to insure Payee's interest in the Property, free and clear of any other liens or encumbrances, subject only to standard exceptions, filing of the Mortgage, and payment of premiums, filing fees and taxes, if any. As soon as practicable after delivery of the Note and Mortgage to the Payee, Peterson or the title insurance shall deliver to Payee a copy of the title insurance policy.

7. Peterson shall pay directly or reimburse Plaintiffs for any filing fees, documentary stamps or other taxes, costs of the title insurance policy referred to above in Paragraph 6, or any costs or expenses incurred to obtain, file and perfect the Mortgage as provided herein, and any other reasonable, necessary and incidental costs incurred by Plaintiffs by reason of Peterson's insistence on these terms of credit.

8. Contingent upon the receipt of the funds provided above in paragraph 2 of this Section, and execution and delivery of the Note and Mortgage provided above in paragraph 3 of this Section, the following release of liability shall be deemed effective as of the date of the Court Order approving this Agreement:

(a) The Plaintiffs release and covenant not to sue any one or all of the Defendants, including their successors, assigns or related entities, and any of their respective officers, directors, employees and agents ("Released Parties"), jointly or severally, for any claims, costs or damages, including attorneys' fees, of whatsoever nature, with respect to (the remainder of this sentence constitutes and shall be referred to as the "Released Claims") all claims brought by the Plaintiffs against the Defendants in the Case, including any causes of action in tort, negligence, nuisance, breach of any agreement, covenant, representation or promise, or for any other act, omission, transaction, occurrence or claim, known or unknown, foreseen or unforeseen, in law or equity, which Plaintiffs, or any person or entity claiming through or under Plaintiffs, could have brought at the time of filing of the Case, and which arose or could be alleged to arise out of any harm or injury caused or alleged to be caused by the Released Parties, jointly or severally, by the release of any contaminants or contribution of any nutrients into the Watershed or Water Supply, including any act or omission by Peterson Farms, Inc. and the City of Decatur, Arkansas as it relates to the Decatur WWTP, and any act or omission by the Poultry Defendants and/or their Contract Growers related to the operations of the Poultry Defendants and the Contract Growers in the Watershed including, but not limited to, the Land Application of Litter, prior to the date of entry of the Court Order approving Plaintiffs' and Defendants' Settlement Agreement. This release includes and is intended to settle any claims by Plaintiffs against the Released Parties for future costs, expenses or damages but only to the extent they result from any act or omission of the Released Parties and/or the Contract Growers that occurred prior to the date of entry of the Court Order approving this Agreement. This release does not include, and is not intended to settle any claims or defenses, of any nature whatsoever, and whenever arising, which Plaintiffs have

against any Contract Growers, inside or outside of the Watershed, which Plaintiffs hereby reserve in the event any such Growers assert any claims or file any actions, of whatsoever nature, against the Plaintiffs, including their successors, assigns and related entities, and any of their respective officers, board members, trustees, employees or agents.

(b) The Released Parties, jointly and severally, release and covenant not to sue the Plaintiffs, including their successors, assigns and related entities, and any of their respective officers, board members, trustees, employees or agents, jointly or severally, for any and all claims, costs or damages, including attorneys' fees, or any other form of relief of any nature whatsoever, arising out of any act, omission, or transaction or occurrence on or before the date of the Court Order approving the Settlement Agreement related in any way to the allegations, claims or defenses alleged by Defendants in the Case.

9. Settlement of this Case constitutes a compromise by all Parties for the purpose of terminating the Case. Nothing in this Agreement, or any Court Order entered with respect hereto, is intended nor shall be construed as an admission of liability with respect to any of the claims, defenses or other allegations made in the Case by any Party against any other Party.

10. The release of any claim provided herein is not intended to release or adversely affect claims any Party may have against any other Party, person or entity who is not a Party in the Case or to this Agreement. The release also does not include any claims, costs, expenses, damages or requests for injunctive or other equitable relief which the Parties may have against each other for any future act, omission, or pertaining to any release of nutrients, contaminants or hazardous substances occurring after the date of entry of the Court Order approving Plaintiffs' and Defendants' Settlement Agreement, nor shall the release limit any Party's right to take any action to further the intent of or otherwise enforce this Agreement.

11. Plaintiffs represent that the specific and enumerated claims brought by them in the Case, as stated in the Complaint, have not been assigned to any other party, and that to the best of Plaintiffs' knowledge and belief no other party, on behalf of or in privity with the Plaintiffs, has the right to recover damages or compensation for treatment costs of Plaintiffs' public water supply.

K. PROCEDURAL MATTERS

1. Upon approval of this Agreement by the Court, the Parties will submit an agreed Order to the Court, substantially in the form of Exhibit "C" attached hereto, approving this Settlement.

2. The Parties agree that the Court should retain jurisdiction of the Case for the purposes of enforcing the terms of this Agreement for a term of four years from the date of the Court's Order approving the PI.

3. In light of the compromise settlement reached by the Parties, the Defendants have stated their intent to file an application with the Court to vacate the Court's Order Granting Partial Summary Judgment entered on March 14, 2003. The Plaintiffs agree not to oppose any such application.

4. The Parties acknowledge that they have conferred for the purpose of issuing a joint press release regarding this Settlement.

5. The orders entered by the Court with respect to this Agreement, as provided herein or as otherwise may be entered by the Court in the future, shall have the force and effect of binding orders, judgments and law, and shall therefore govern the activities of the Parties to the extent specifically addressed in such orders. The terms and conditions thereof shall apply to the Watershed unless and until any such orders are modified, rescinded or vacated.

6. All notices contemplated or required to be served upon any Party as stated in this Agreement, shall be served by certified or registered mail, return receipt requested, upon the individual representatives of each of the Parties listed on Exhibit "F" attached hereto, provided that any such representatives may be substituted or changed by the Party principal for such representative upon written notice to all other Parties.

7. This Agreement, and all attachments and exhibits attached hereto, or which shall be executed in connection herewith, constitutes the entire understanding of the Parties and supersedes all prior contemporaneous agreements, discussions or representations, oral or written, with respect to the subject matter hereof. This Agreement may be amended by the Parties only by written agreement agreed to by all Parties, and accepted and agreed to by the Court. Once this Agreement is approved by the Court, the omission of any term or conditions not specifically announced to the Court on March 24, 2003 as constituting part of the principal terms of settlement shall not cause this Agreement to fail or be set aside for lack of a material term.

8. The Defendants, each for itself and not for each other, hereby warrant and declare that: (i) this Agreement, and any exhibit or document executed in connection herewith, are executed and delivered voluntarily, without any duress of any type or nature whatsoever, whether economic or otherwise, and without any undue influence or misrepresentation by the Plaintiffs, or any of their agents or attorneys; (ii) the Defendants are not insolvent as of the date of this Agreement, and the obligations, liabilities and/or transfers made or agreed to be made by or pursuant hereto by each of the Defendants is not taken with any intent to hinder, delay or defraud that Defendant's other creditors; (iii) the payments made or to be made by each of the Defendants do not render that Defendant insolvent, or leave it with unreasonably insufficient capital; (iv) the obligations and/or liabilities incurred hereunder, if not immediately due and payable, are not otherwise beyond the Party's ability to pay as they become due; (v) this Agreement, and all transfers and payments made pursuant hereto, whether present or deferred, is supported by contemporaneous, fair and legally sufficient consideration, including but not limited to the forbearance of legal remedies and the compromise of claims.

9. This Agreement, when executed by all of the Parties, shall be binding and enforceable against each of the Parties and their legal representatives, successors, heirs and

assigns, and any other persons or entities claiming by or through the undersigned Parties. The Parties each for themselves, and not for each other, warrant that the persons executing below have the requisite contractual capacity and corporate authority to execute this Agreement and bind its principal hereto, provided, however, that all signatures below shall be attested or otherwise authenticated by an appropriate corporate or municipal officer.

10. This Agreement may be executed in multiple counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement, if signed by all Parties, with each such group of counterparts being deemed an original.

11. If any Party executing this Agreement is determined to be in breach hereof, or to have made any material misrepresentation with respect hereto for the purpose of inducing the other Parties to execute this Agreement, and any legal action is commenced for the purpose of seeking recovery or otherwise enforcing this Agreement, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees and expenses. No such action to enforce this Agreement or seek recovery for breach hereof, shall be brought by any Party against any other Party until notice of such breach is given by the claiming Party to all other Parties, and an opportunity to hear such breach, not to exceed fifteen (15) days, is given to the alleged breaching Party. All Parties hereby waive service of process in the event any enforcement action becomes necessary, and agree that any such action may be commenced by filing an application with the Court seeking such relief, with notice thereof to be provided to all other Parties. The Court shall have exclusive jurisdiction and venue to hear any action to enforce or interpret this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of July ___, 2003, regardless of the date of execution.

THE CITY OF TULSA

by: _____
[name and representative capacity]

TULSA METROPOLITAN UTILITY AUTHORITY

by: _____
[name and representative capacity]

TYSON FOODS, INC.

by: _____
Archie Schaffer, Senior V.P. for External Relations

COBB-VANTRESS, INC.

by: _____
James Bell, President

PETERSON FARMS, INC.

by: _____
[name and representative capacity]

SIMMONS FOODS, INC.

by: _____
Mark Simmons, Chairman of the Board

CARGILL, INC.

by: _____
John O'Carroll, President, Turkey Products Business Unit

CITY OF DECATUR, ARKANSAS

by: _____
Bill Montgomery, Mayor

GEORGE'S, INC.

by: _____
Gary C. George, Chief Executive Officer

Signature Page to City of Tulsa v. Tyson Settlement Agreement

THE CITY OF TULSA

By: _____
William D. LaFortune, Mayor

ATTEST:

By: _____

APPROVED:

By: _____
Martha Rupp Carter, City Attorney

TULSA METROPOLITAN UTILITY AUTHORITY

By: _____
Jim Cameron, Chairman

ATTEST:

By: _____
Secretary

APPROVED:

By: _____
R. James Unruh, Attorney for Tulsa Metropolitan Utility Authority

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Signature Page to City of Tulsa v. Tyson Settlement Agreement

COBB-VANTRESS, INC.

By: James Bell, President
James Bell, President

ATTEST:

By: Jimmy C Bacon

APPROVED:

By: Robert George

Signature page to City of Tulsa v. Tyson Settlement Agreement

TYSON FOODS, INC.

By: _____
Archie Schaffer, III
Senior Vice President for External Relations

ATTEST:

By: _____

APPROVED:

By: _____

GEORGE'S, INC.

By: Gary C. George, CEO
Gary C. George, CEO

ATTEST:

By: _____
Ancel R. McClain, Secretary

APPROVED:

By: Gary C. George, Vice-Chairman
Gary C. George, Board Vice-Chairman

Signature Page to City of Tulsa v. Tyson Settlement Agreement

SIMMONS FOODS, INC.

By: _____
Mark C. Simmons,
Chairman of the Board

ATTEST:

By: _____
M. Todd Simmons, President and Chief
Operating Officer

Signature Page to City of Tulsa v. Tyson Settlement Agreement

CARGILL TURKEY PRODUCTS
BUSINESS UNIT OF CARGILL, INC.

By: _____
John O'Carroll,
President

ATTEST:

By: _____
Steve Willardson,
Senior Vice President of Agriculture

APPROVED:

By: _____
John H. Tucker,
Attorney for Cargill, Inc.

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Signature Page to City of Tulsa v. Tyson Settlement Agreement

PETERSON FARMS, INC.

By: Lloyd Peterson
Lloyd Peterson, President

ATTEST:

By: Richard E. Wilmoth
Richard E. Wilmoth, Secretary

Signature Page to City of Tulsa v. Tyson Settlement Agreement

THE CITY OF DECATUR, ARKANSAS

By: _____
Bill Montgomery, Mayor

ATTEST:

By: _____
City Clerk

A

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

1. THE CITY OF TULSA, 2. THE TULSA METROPOLITAN UTILITY AUTHORITY, Plaintiffs, v. 1. TYSON FOODS, INC., 2. COBB-VANTRESS, INC., 3. PETERSON FARMS, INC., 4. SIMMONS FOODS, INC., 5. CARGILL, INC., 6. GEORGE'S, INC., 7. CITY OF DECATUR, ARKANSAS, Defendants.	Case No. 01 CV 0900EA(C)

ORDER APPROVING
PHOSPHORUS INDEX FOR SPAVINAW/EUCHA WATERSHED

This matter comes on for consideration upon the Parties' Joint Application to Approve the Risk-Based Phosphorus Index ("PI"), attached hereto as Exhibit "A." The Parties make this Application pursuant to a Settlement Agreement ("Agreement") entered into by the Parties, and previously approved and adopted by Court Order entered on July ___, 2003.[1] The PI shall govern the terms and conditions under which any poultry litter or other nutrients may be land applied in the Spavinaw/Eucha Watershed ("Watershed") as described herein and in the Parties' Agreement. The Court considers the Parties' current Application subject to the terms of the Agreement, and in the exercise of its continuing jurisdiction HEREBY FINDS AND ORDERS AS FOLLOWS:

---

[1] The Court has approved and adopted the Agreement as the Order of the Court. Any terms and conditions referred to herein are subject to the details and definitions contained in that Agreement.

1. The PI agreed to by the Parties has been independently developed by qualified representatives of Oklahoma State University and the University of Arkansas. The Parties have agreed, and the Court finds, that the representatives who have developed the PI have the necessary expertise and experience in such matters, and the particular knowledge of this Watershed, to develop an appropriate PI for this Watershed.

2. The PI developed by these representatives and agreed to by the Parties is reasonable, necessary and appropriate to present the best opportunity, based on existing and known physical, geological and hydrological conditions and characteristics in the Watershed, to satisfy the goal of achieving the least amount of total phosphorus loading reasonably attainable from each Application Site to the Water Supply from all sources of phosphorus on each such Application Site, while still meeting the agronomic requirements for the growth of grasses, crops and other desirable plant life.

3. The PI is therefore hereby approved by the Court. It shall apply and be enforced to the full extent provided in the Parties' Agreement and any other Orders of this Court.

4. The Poultry Defendants shall promptly notify their Contract Growers and company farm managers in writing that they are required to apply to the Spavinaw/Eucha Watershed Monitoring Team ("WMT") within sixty days after the date of this Order to obtain a new Nutrient Management Plan ("NMP"), which shall incorporate the PI. The WMT shall prepare NMPs as soon as practicable after application by any of the Poultry Defendants or their company farm managers, any Contract Grower, or any other Landowner. Until an NMP incorporating the PI is prepared and issued for the applicant, the Moratorium previously ordered by this Court shall remain in effect for such applicant.

5. Upon expiration of the Moratorium, a Poultry Defendant, Contract Grower or Company Farm may sell or transfer Litter only to (i) any other person who provides written assurance that the Litter will not be Land Applied within the Watershed, or (ii) another Landowner for Land Application in the Watershed if and only if such transferee Landowner in the Watershed has received an NMP containing a proper PI prepared by the WMT, and the NMP permits the Land Application of Litter on the transferee's property, or (iii) a Certified Litter Applicator licensed by the state in which he does business, provided that the Contract Grower obtains either: (a) a copy of the current NMP for the Application Site if the Application Site for the transferred litter is known at the time of the transfer; or (b) written assurance from the Certified Litter Applicator that the transferred Litter will only be utilized in the Watershed in accordance with this Order approving the PI, if the Application Site for the transferred Litter is not known at the time of the transfer. The Poultry Defendants shall require that their Contract Growers or company farm managers be responsible to ensure that the ultimate transferee has obtained a proper NMP and PI before any Litter is transferred or delivered to the transferee or any applicator or transporter for Land Application, and to know the location where all Litter transferred to an intermediary is ultimately land applied. In the event of a transfer to persons identified in subsections (i) or (iii) above, the transferor may reasonably rely upon the NMP obtained by the transferor from the Certified Litter Applicator or the written assurance as specified above. The Poultry Defendants and the Contract Grower or company farm managers shall retain in their respective files a copy of the transferee's NMP or the written assurance provided by the Certified Litter Applicator.

6 The NMP issued by the WMT shall remain in force and effect until expressly superseded or modified by the WMT or further order of this Court. The NMP may not

be modified or rescinded by any contract provision or other directive promulgated by the Poultry Defendants. The WMT shall reassess the NMP and assigned PI for a Contract Grower, company farm or Landowner: (1) upon learning of any significant change of condition at the Application Site or the operations thereon; (2) upon application or request for such modification by the Contract Grower or Landowner, the Poultry Defendant or the Plaintiffs; (3) upon modification of the PI; or (4) as a matter of routine reevaluation which shall occur no less often than every three years from the date of last issuance of the NMP.

IT IS SO ORDERED THIS _____ day of _____, 2004.

_____
CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:

FOR THE PLAINTIFFS:

KENNETH N. McKINNEY, OBA #6036
McKINNEY & STRINGER, P.C.
101 N. Robinson Ave., Suite 1300
Oklahoma City, OK 73102
Telephone: 405/239-6444
Facsimile: 405/239-7902

FOR DEFENDANTS:
TYSON FOODS, INC. &
COBB-VANTRESS, INC.

R. STRATTON TAYLOR
TAYLOR, BURRAGE, FOSTER,
MALLETT, DOWNS & RAMSEY
P.O. Box 309
400 West 4th Street
Claremore, OK 74018

FOR DEFENDANT
PETERSON FARMS, INC.

A. SCOTT MCDANIEL
JOYCE, PAUL & McDANIEL, P.C.
111 W. 5th Street, Suite 500
Tulsa, OK 74103

FOR DEFENDANT
SIMMONS FOODS, INC.

JOHN R. ELROD
CONNER & WINTERS, P.C.
100 W. Center Street, Suite 200
Fayetteville, AR 72701

FOR DEFENDANT
CARGILL, INC.

JOHN H. TUCKER
RHODES, HIERONYMUS, JONES,
TUCKER & GABLE, P.L.L.C.
100 West Fifth Street, Suite 400
Tulsa, OK 74121-1100

FOR DEFENDANT
GEORGE'S, INC.

GARY V. WEEKS
BASSETT LAW FIRM
P.O. Box 3618
Fayetteville, AR 72702-3618

FOR DEFENDANT
CITY OF DECATUR, ARKANSAS

By: LINDA C. MARTIN
DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.
320 S. Boston, Suite 500
Tulsa, OK 74103-3725

B

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

1. THE CITY OF TULSA, 2. THE TULSA METROPOLITAN UTILITY AUTHORITY, Plaintiffs, v. 1. TYSON FOODS, INC., 2. COBB-VANTRESS, INC., 3. PETERSON FARMS, INC., 4. SIMMONS FOODS, INC., 5. CARGILL, INC., 6. GEORGE'S, INC., 7. CITY OF DECATUR, ARKANSAS, Defendants.	Case No. 01 CV 0900EA(C)

ORDER APPOINTING SPECIAL MASTER

This matter comes on for consideration by the Court on this ___ day of _____, 2003, for appointment of a Special Master to oversee and implement the duties of the Watershed Monitoring Team ("WMT"), pursuant to the Parties' Settlement Agreement ("Agreement") previously approved and adopted by Order of this Court entered on July ____, 2003.[1] In the exercise of the Court's continuing jurisdiction over this matter and its inherent equitable power to implement the Agreement, as provided in its previous Order, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

The Court appoints _____ as Special Master in this case to administer the duties hereafter set forth, and as further delineated in the Parties' Agreement. The Court finds that the Special Master is qualified by reason of education,

---

[1] The Court has approved and adopted the Agreement as the Order of the Court. Any terms and conditions referred to herein are subject to the details and definitions contained in that Agreement.

experience and training to supervise the WMT. The Special Master and the WMT shall have such term of service, duties, responsibilities and powers as are set forth in the Parties' Agreement, and shall be subject to any such other terms, conditions or provisions as the Court may hereinafter order.

IT IS SO ORDERED THIS _____ day of _____, 2003.

_____
CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED:

FOR THE PLAINTIFFS:

KENNETH N. McKINNEY, OBA #6036
McKINNEY & STRINGER, P.C.
101 N. Robinson Ave., Suite 1300
Oklahoma City, OK 73102
Telephone: 405/239-6444
Facsimile: 405/239-7902

FOR DEFENDANTS:
TYSON FOODS, INC. &
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MALLETT, DOWNS & RAMSEY
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FOR DEFENDANT
SIMMONS FOODS, INC.

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CONNER & WINTERS, P.C.
100 W. Center Street, Suite 200
Fayetteville, AR 72701

FOR DEFENDANT
CARGILL, INC.

JOHN H. TUCKER
RHODES, HIERONYMUS, JONES,
TUCKER & GABLE, P.L.L.C.
100 West Fifth Street, Suite 400
Tulsa, OK 74121-1100

FOR DEFENDANT
GEORGE'S, INC.

GARY V. WEEKS
BASSETT LAW FIRM
P.O. Box 3618
Fayetteville, AR 72702-3618

FOR DEFENDANT
CITY OF DECATUR, ARKANSAS

By: LINDA C. MARTIN
DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.
320 S. Boston, Suite 500
Tulsa, OK 74103-3725

C

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

1. THE CITY OF TULSA, 2. THE TULSA METROPOLITAN UTILITY AUTHORITY, Plaintiffs, v. 1. TYSON FOODS, INC., 2. COBB-VANTRESS, INC., 3. PETERSON FARMS, INC., 4. SIMMONS FOODS, INC., 5. CARGILL, INC., 6. GEORGE'S, INC., 7. CITY OF DECATUR, ARKANSAS, Defendants.	Case No. 01 CV 0900EA(C)

ORDER APPROVING SETTLEMENT AGREEMENT, VACATING ORDER OF MARCH 14, 2003, AND ADMINISTRATIVELY CLOSING CASE

This matter comes before the Court on this ____ day of July, 2003, upon Plaintiffs' and Defendants' Joint Application to Approve Settlement reached among the Parties and announced to the Court on March 24, 2003. Based on the many filings and court appearances of the Parties in this case, evidentiary hearings, consideration of expert reports and testimony, and all presentations of counsel, the Court is thoroughly apprised of all of the issues, applicable law and the respective contentions, claims and defenses of the Parties in this case. The Court therefore considers the Settlement Agreement of the Parties in this context, and HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Parties agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. The Settlement Agreement of the Parties, signed by the Parties as of July _____, 2003 and attached hereto as Exhibit "1," was negotiated by the Parties in good faith, at arms-length, and after numerous settlement

conferences with the active involvement and supervision of United States Magistrate Judge Sam A. Joyner.

2. All terms, conditions, definitions and provisions contained in the attached Settlement Agreement are hereby approved by the Court, and incorporated herein by reference as the Order and Judgment of the Court. The Parties shall comply with all terms, conditions and provisions of that Agreement and in addition thereto, or as stated therein, the Court further orders as follows.

3. Pending adoption of the risk based phosphorus index ("PI"), as described in the Agreement, effective immediately, there shall be a Moratorium on land application in the Watershed of Poultry Litter on Application Sites, as those terms are defined in the Agreement. Specifically, the Poultry Defendants shall not:

(a) engage in or knowingly permit the Land Application of Poultry Litter on a Company Farm (or other property owned by the Poultry Defendants) or on a Contract Grower's property in the Watershed until the property has been issued a Nutrient Management Plan ("NMP") containing a PI number for each tract, field or pasture;

(b) engage in or knowingly permit the sale or transfer of any Poultry Litter produced by a Company Farm or Contract Grower in the Watershed to any other Landowner in the Watershed for Land Application until each tract, field, or pasture, and each tract of the Application Site on which the sold or transferred Litter is to be land applied has been issued an NMP containing a PI by the Watershed Monitoring team ("WMT");

(c) engage in or knowingly permit the sale or transfer of any Litter produced by a Company Farm located outside of the Watershed to any Landowner within the Watershed for Land Application until the Landowner has been issued an NMP by the WMT, containing a PI number for each tract;

(d) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have engaged in or permitted the Land Application of Litter on his property prior to the issuance to such Grower, by the WMT, of an NMP for his property containing a PI number for each tract, and if ordered by

the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower;

(e) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have sold or transferred Poultry Litter to any Landowner within the Watershed prior to the issuance to such Landowner, by the WMT, of an NMP containing a PI number for each tract, and, if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower; or

(f) engage in or knowingly permit any Litter to be stored on a Company Farm or Grower's farm in the Watershed in such a manner as to allow the transport or dispersal of such Litter due to storm water runoff, infiltration, wind or other natural or manmade events.

(g) the Poultry Defendants shall notify their contract growers in adjoining watersheds of the Moratorium and discourage them from selling, transferring or arranging to transport any Poultry Litter into the Watershed during the Moratorium.

4. Upon approval by the Court of a PI, the PI shall control the terms and conditions under which any Nutrients may be Land Applied in the Watershed, whether located in Arkansas or Oklahoma. As each Contract Grower or Company Farm receives an NMP and PI from the WMT, the Moratorium period for that Contract Grower or Company Farm shall cease, and all future Litter or other Nutrient application by that Contract Grower or Company Farm shall be governed by the terms and conditions of the NMP; provided, however, the restrictions contained in subparagraphs (b) and (f) above shall remain in force and effect after the Moratorium ceases and shall be part of every NMP.

5. In addition to the other terms and conditions of the Agreement pertaining to Defendant Decatur, during the continuing jurisdiction of this Court as provided below, Decatur is ordered to provide Plaintiffs access to its WWTP and surrounding property, including access to any portion of Columbia Hollow Creek, with reasonable prior notice, for the purpose of obtaining samples or otherwise observing, testing or monitoring, at Plaintiffs' expense, any soils,

water, effluent, influent or other parts or processes at the WWTP. During the term of the Court's retained jurisdiction, Decatur shall also provide Plaintiffs with copies of all Discharge Monitoring Reports as they are prepared and filed with the ADEQ, and upon request shall provide copies of any other detail or supporting documents, or other WWTP operational records, at Plaintiffs' expense.

6. The Court has considered and hereby denies Plaintiffs' request under Oklahoma law for pre-judgment interest on the agreed settlement amount from April 3, 2003 to the date of this Order.

7. At the Parties' request, the Court shall retain jurisdiction for the purpose of enforcing the terms of their settlement agreement pursuant to the authority of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994). The Court contemplates that its continuing jurisdiction will terminate four years after its entry of the Order approving the PI for the Watershed, and a dismissal with prejudice of Plaintiffs' claims will be entered at that time unless the Court determines that additional supervision is necessary to enforce the settlement agreement.

8. In light of the settlement reached by the Parties, the Defendants have filed a written application to vacate this Court's Order granting partial summary judgment entered on March 14, 2003 (Docket No. 444). The Plaintiffs have filed no opposition to such application, and therefore, the Court finds that the Defendants' application should be granted. The Court's Order of March 14, 2003 is hereby vacated.

9. Except as otherwise provided herein, this case is administratively closed.

10. In accordance with the Agreement of the Parties, each Party shall bear its own costs and attorneys' fees.

IT IS SO ORDERED this _____ day of July, 2003.

CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

FOR THE PLAINTIFFS:

KENNETH N. McKINNEY, OBA #6036
McKINNEY & STRINGER, P.C.
101 N. Robinson Ave., Suite 1300
Oklahoma City, OK 73102
Telephone: 405/239-6444
Facsimile: 405/239-7902

FOR DEFENDANTS:
TYSON FOODS, INC. &
COBB-VANTRESS, INC.

R. STRATTON TAYLOR
TAYLOR, BURRAGE, FOSTER,
MALLETT, DOWNS & RAMSEY
P.O. Box 309
400 West 4th Street
Claremore, OK 74018

FOR DEFENDANT
PETERSON FARMS, INC.

A. SCOTT MCDANIEL
JOYCE, PAUL & McDANIEL, P.C.
111 W. 5th Street, Suite 500
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FOR DEFENDANT
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100 W. Center Street, Suite 200
Fayetteville, AR 72701

FOR DEFENDANT
CARGILL, INC.

JOHN H. TUCKER
RHODES, HIERONYMUS, JONES,
TUCKER & GABLE, P.L.L.C.
100 West Fifth Street, Suite 400
Tulsa, OK 74121-1100

FOR DEFENDANT
GEORGE'S, INC.

GARY V. WEEKS
BASSETT LAW FIRM
P.O. Box 3618
Fayetteville, AR 72702-3618

FOR DEFENDANT
CITY OF DECATUR, ARKANSAS

By: LINDA C. MARTIN
DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.
320 S. Boston, Suite 500
Tulsa, OK 74103-3725

RLR/ccl/5659-001/513415_1/dkm

D

PROMISSORY NOTE

$1,850,000.00 July ___, 2003

1. Principal Amount. FOR VALUE RECEIVED the undersigned, Peterson Farms, Inc., an Arkansas corporation ("Maker"), promises to pay to the order of McKinney & Stringer, P.C., at 101 North Robinson, Suite 1300, Oklahoma City, Oklahoma 73102 ("Payee"), the principal amount of $1,850,000, together with interest at the rate hereinafter set forth, and on the dates hereafter set forth. This Note is issued by Maker pursuant to that certain Settlement Agreement (the "Agreement"), dated July ____, 2003, compromising and resolving certain disputes and claims in a case styled City of Tulsa, et al., Plaintiffs v. Tyson Foods, Inc, et al., Defendants, Case No. 01 CV 0900EA(C), pending in the United States District Court for the Northern District of Oklahoma ("the "Case").

2. Collateral. The indebtedness evidenced by this Note and the obligations created hereby are secured by those certain Mortgages granted by Maker's affiliated entities to Payee contemporaneously herewith, and dated on or about the date of this Note, concerning certain properties located in Delaware County, Oklahoma and Benton County, Arkansas (collectively "Mortgages"), as further described therein. All of the terms and provisions of the Mortgages are incorporated herein by reference.

3. Payments. Payment of this Note is due as follows: $675,000 is due and payable three days after execution and delivery of this Note, and shall be credited to reduction of principal; $325,000 is due and payable on September 24, 2003, which shall be credited first to the payment of accrued interest, and second to the reduction of unpaid principal. The remaining principal amount of this Note, together with all accrued interest thereon, is due and payable on March 24, 2004. All Payments shall be made by wire transfer in accordance with written instructions to be given to Maker by Payee, and shall not be deemed paid until actually received by Payee. If the wire transfer is not received by Payee on the date due solely as a result of the fault of the transferring bank, the Maker shall not be deemed in default, provided it acts with all due speed and diligence in a commercially reasonable manner to obtain the payment for Payee.

4. Interest Rate. The outstanding principal amount of this Note shall bear interest per annum at four percent (4%), calculated on the basis of actual days elapsed and a 365 day year. Matured and unpaid principal, whether on the first installment, any accelerated principal amount, or otherwise, and during the continuance of any Default (as hereafter defined) until cured, shall bear interest at the rate of ten percent (10%) per annum until paid.

5. Prepayment Penalties. Subject to paragraph 1 above, and so long as this Note or the Mortgages are not in default, this Note may be prepaid, in whole or in part, at any time, without premium or penalty.

6. Default. The following events shall constitute a default under this Note, the Mortgages or the Agreement (each referred to as a "Default"): (i) if the principal and all accrued interest is not paid when due and payable (whether by installment, extension, acceleration or otherwise); (ii) if any party now or hereafter liable (directly or indirectly) for payment of this Note makes an assignment for benefit of creditors, has an order for relief entered under the United States Bankruptcy Code, as amended, seeks the benefits of any other bankruptcy, insolvency or reorganization law, or becomes insolvent; (iii) if any receiver, trustee or like

officer is appointed to take custody, possession or control of any property of any such party; or (iv) if any default or event of default occurs under the Agreement or the Mortgages. All past due sums, including accrued interest, at the default rate provided herein if applicable, shall be paid at the time of and as a condition precedent to the curing of any Default. During the existence of any Default, the Payee or the holder hereof may apply any sums received from or on Maker's behalf to any amounts due under this Note, the Mortgages, the Agreement, or any other instrument evidencing this indebtedness, as Payee or the holder may determine. In the event of any Default that may be cured by an act of the Maker, the Payee or the holder hereof agrees to give five business (5) days written notice to Maker, or to Maker's counsel, of Maker's right to cure said Default, after which time, if Maker has not cured such Default, Payee or the holder hereof may accelerate the entire indebtedness, including all accrued interest, and commence any action allowed by law to collect this Note, foreclose the Mortgages, or exercise any other available remedy, without further notice, demand or presentment, all of which are hereby waived by Maker. Such right of acceleration is cumulative and in addition to any other right or rights of acceleration under the Agreement, the Mortgages and any other writing now or hereafter evidencing or securing payment of any of the indebtedness evidenced hereby, or any other rights or remedies provided by law. Notice of the right to cure provided herein may be given by electronic mail, facsimile, or certified mail to either the Maker or Maker's counsel, and shall be effective immediately upon receipt.

7. Costs and Attorney's Fees. If this Note is placed in the hands of an attorney for collection, or to defend or enforce any of Payee's rights hereunder, or if suit is brought on this Note, or the same is collected through Bankruptcy or any other judicial proceeding, or Payee is required to defend the priority of the Mortgages, then the Maker shall pay all of Payee's reasonable costs and expenses including but not limited to a reasonable attorneys' fee limited to 10% of the indebtedness

8. Waivers. Except only to the extent otherwise provided in paragraph 6 above, Maker and any party who may be or become liable for the payment of any sums of money payable on this Note severally waive presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate, and agree that their liability on this Note shall not be affected by any renewal or extension in the time of payment hereof, by any indulgences or by any release or change in any collateral for the payment of this Note, regardless of the number of such renewals, extensions, indulgences, releases or changes. In the event of any legal action to collect this Note, Maker agrees it has released and therefore will not assert any defenses or claims released in the Agreement or the Mortgages and further waives all objections to jurisdiction and venue wherever any collection proceeding may be brought, and any objections or defenses concerning the nature or adequacy of the consideration given for this Note, the Mortgages, the Agreement, or concerning the making of this Note, the Mortgages or the Agreement, including any representations in connection therewith.

9. Right of Offset. Any indebtedness due or which may become due from Payee or any holder hereof to the Maker is pledged to secure payment of this Note and may at any time, while the whole or any part of this Note remains unpaid, after any event of Default hereunder, be appropriated, held or applied toward the payment of this Note.

10. Governing Law. This Note has been delivered in Tulsa County, Oklahoma and Maker agrees that it shall be governed by and construed according to the laws of the State of Oklahoma, notwithstanding that part of the collateral securing this Note may be located in

another state. If any provision of this Note, or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, the provisions of this Note being deemed severable in any such instance.

11. Stipulation Against Usurious Rate. All agreements between the Maker and the Payee or the holder of this Note are expressly limited so that in no event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount of interest or finance charge (as defined by the laws of Oklahoma, or any other state which a court of competent jurisdiction may determine to be applicable, notwithstanding paragraph 10 hereof) paid or agreed to be paid by the Maker to the Payee or the holder of this Note exceed the highest lawful contractual rate of interest or the maximum finance charge permissible under such state law, as determined by a final, non-appealable order of a court of competent jurisdiction of such state. If fulfillment of any agreement between the Maker and the Payee or the holder of this Note, at the time of the performance of such agreement becomes due, involves exceeding such highest lawful contractual rate or such maximum permissible finance charge, then the obligation to fulfill the same shall be reduced so such obligation does not exceed such highest lawful contractual rate or maximum permissible finance charge. If by any circumstance the Payee or the holder of this Note shall ever receive as interest or finance charge an amount which would exceed the amount allowed by applicable law, the amount which may be deemed excessive shall be deemed applied to the principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the Payee or the holder of this Note shall be prorated, allocated and spread throughout the full period of this Note. The terms and provisions of this paragraph shall control all other terms and provisions contained in this Note, the Mortgages and in any other documents executed in connection herewith or therewith.

12. Maker's Warranties. The Maker and its representative signing below, by their execution hereof, warrant and represent that: (a) the Maker has the requisite authority, and the person signing on its behalf has the requisite capacity and corporate approvals, to execute and deliver this Note, as evidenced by an appropriate Certificate of the Secretary of the Corporation which Maker shall deliver herewith; (b) the execution and delivery of this Note does not violate any other agreements, covenants, court orders or contractual restrictions imposed upon the Maker; and (c) the execution and delivery of this Note does not cause the Maker to be insolvent or otherwise financially impaired, is not executed and delivered with any intent to hinder or defraud the Maker's other creditors, and is given for fair, contemporaneous and substantially equivalent consideration.

PETERSON FARMS, INC.
An Arkansas Corporation

By: _____
Lloyd E. Peterson, President

ATTEST:

_____
Corporate Secretary

E

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made effective this _____ day of July, 2003, by _____ (hereinafter called the "Mortgagor") and Mortgagor's affiliated entity, Peterson Farms, Inc. ("Obligor") in favor of McKINNEY & STRINGER, P.C. an Oklahoma professional corporation, having its principal place of business in Oklahoma City, Oklahoma (hereinafter called "Mortgagee").

NOTICE

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE OBLIGOR UNDER THIS MORTGAGE.

WITNESSETH:

WHEREAS, the Mortgagee has agreed to finance certain obligations owed by Obligor to the Mortgagee in the total sum of $1,850,000.00, with interest thereon, according to the terms and conditions of a certain Promissory Note dated even date herewith and having a maturity date of March 24, 2004, subject to certain conditions contained therein (hereinafter called the "Note"); and

WHEREAS, as a condition thereof, the Mortgagee desires that Obligor secure payment of such obligations to the Mortgagee, and the Obligor and Mortgagor, for good and valuable consideration, have accordingly agreed that it is for their mutual benefit that Mortgagor grant to the Mortgagee a mortgage on the property as hereinafter described.

NOW, THEREFORE, to secure the payment of the obligations and indebtedness to the Mortgagee, as hereafter described, and the performance of the covenants and agreements herein contained and contained in a certain Settlement Agreement dated of approximate even date herewith between the Obligor, among others, and Mortgagee's clients and principals, the City of Tulsa and the Tulsa Metropolitan Utility Authority, ("Agreement"), Mortgagor does hereby grant, bargain, sell, convey, mortgage and grant a security interest unto the Mortgagee, its successors and assigns, with power of sale, in and to the following (collectively the "Mortgaged Premises"):

(i) the real property located in _____ County, _____, described in Exhibit "A" attached hereto and made a part hereof ("real property"), together with all and singular the tenements, hereditaments, appurtenances, rights, rights-of-way, easements, privileges and appurtenances of whatsoever nature belonging to or in anyway appertaining to the real property;

(ii) all buildings, structures, improvements and appurtenances now and hereafter located, constructed, erected, installed, affixed, placed and/or maintained in or upon the real property, together with all replacements and substitutions thereof;

(iii) all fixtures, goods to become fixtures, supplies, equipment, machinery, inventory, goods or articles of personal property of any type whatsoever used in the business of Mortgagor, now or hereafter located, installed, affixed, placed and/or maintained in or upon or used in connection with the real property, together with all replacements and substitutions thereof, and all contract rights, accounts, general intangibles (including payment intangibles), chattel paper (electronic or otherwise), business records, and all other personalty, whether affixed to the real property or not, of every kind used in the development, management, construction, operation and/or maintenance of the Mortgaged Premises, and all cash and noncash proceeds of the aforedescribed property which are now or hereafter may be owned by Mortgagor and located on the real property (all such property also being referred to herein, and further defined below, as "Collateral");

(iv) all rents, issues, profits, revenues and payment intangibles arising and to arise for or on account of or with respect to the real property and any and all leases, licenses, concessions, tenancies and other agreements, whether oral or written, associated with such property, now existing or hereafter incurred, and all amendments, extensions and renewals thereof (the leases of the Mortgaged Premises, or any part thereof, from Mortgagor as landlord to any party as tenant are herein jointly and severally called the "Leases");

(v) Mortgagor's rights under any declarations of covenants, conditions and restrictions, reciprocal easement agreements and similar instruments which confer upon the owner of the real property certain appurtenant benefits and any amendments, supplements, revisions or additions thereto;

(vi) all permits, licenses and other general intangibles pertaining to the ownership, operation and management of the real property, buildings and improvements on the real property during the term of this Mortgage, whether now existing or hereafter acquired;

(vii) all judgments and awards (and all proceeds thereof and other rights with respect thereto) made or to be made with respect to any of the real property and buildings and improvements thereon under or in connection with any power of eminent domain; and

(viii) subject to the terms and provisions hereinafter set forth, all rights to collect and receive any insurance proceeds or other sums payable as or for damages to any of the buildings, improvements and tangible personal property located on the real property, for any reason or by virtue of any occurrence.

It is intended by the parties that all of the above described improvements and goods shall be deemed fixtures and part of the real property, and Mortgagor expressly covenants and agrees that the recording of this Mortgage in the real estate records of the county where the Mortgaged Premises are located shall also operate from the time of such recording as a financing statement filed as a fixture filing in accordance with the Uniform Commercial Code of the jurisdiction where such property is located.

TO HAVE AND TO HOLD the Mortgaged Premises with all the rights, improvements and appurtenances thereunto belonging, or in anyway appertaining unto the Mortgagee, its successors and assigns, forever. The Mortgagor covenants that the Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises; that the Mortgagor has a good right to sell, convey and mortgage the same; that the Mortgaged Premises are free and clear of all general and special taxes, liens, charges and encumbrances of every kind and character; and that the Mortgagor hereby warrants and will forever defend the title thereto against the claims of all persons, subject only to Permitted Exceptions (if any exist, they are described on Exhibit "B" attached hereto).

This Mortgage is made subject to the following additional covenants, conditions and agreements:

1. INDEBTEDNESS SECURED. This Mortgage, and all rights, titles, interests and liens created hereby, or arising by virtue hereof, are given to secure payment and performance of the following indebtedness, liabilities and obligations (herein collectively called the "Secured Indebtedness"):

(a) All loans, principal, interest, fees, expenses, obligations and liabilities of the Obligor arising pursuant to or represented by the Note, including any and all future advancements made thereunder;

(b) All indebtedness, liabilities and obligations arising under this Mortgage, or under any other security agreement, mortgage, deed of trust, collateral pledge agreement, assignment or other contract of any kind now or hereafter existing as evidence of, security for, or otherwise executed in connection with the indebtedness evidenced by the Note, whether by virtue of future advancements or otherwise; and

(c) Any and all renewals, increases, extensions, modifications, rearrangements or restatements of all or any part of the loans, advances, indebtedness, liabilities and obligations described in (a) and (b), together with all costs, expenses and reasonable attorneys' fees incurred in connection with the enforcement or collection thereof.

If Obligor shall pay the Secured Indebtedness in accordance with its terms and Mortgagor and Obligor shall punctually perform and comply with all the obligations, covenants and conditions contained herein, and upon payment in full of all amounts owing hereunder or secured hereby, then in that event only, this Mortgage shall be and become null and void, and shall be released of record at the cost of the Mortgagor.

2. PRESERVATION AND MAINTENANCE OF PROPERTY.

(a) With respect to the Mortgaged Premises, the Mortgagor covenants and agrees (i) to keep the same in good condition and repair; (ii) to pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing such payment, if demanded; (iii) to pay all debts for repair or improvement, now existing or hereafter arising, that may become liens upon or charges against the same; (iv) to comply with or cause to be complied with all requirements of any governmental authority relating to the Mortgaged Premises; and (v)

to promptly repair, restore, replace or rebuild any part of the Mortgaged Premises which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation proceeding or exercise of eminent domain.

(b) The Mortgagor further covenants and agrees that it will not (i) commit nor suffer to be committed any waste of the Mortgaged Premises; (ii) initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Mortgaged Premises or any part thereof; nor (iii) permit any lien or encumbrance, of any kind or character, to accrue or remain on the Mortgaged Premises or any part thereof which might take precedence over the lien of this Mortgage; provided that with respect to taxes, assessments and other charges levied or assessed, debts for repair or improvements, or requirements of governmental authority, Mortgagor shall have the right to contest such items in good faith by appropriate proceedings diligently conducted or provide indemnification satisfactory to the Mortgagee.

3. INSURANCE.

(a) The Mortgagor will keep the Mortgaged Premises insured for the benefit of the Mortgagee against loss or damage by fire and other casualty and for extended coverage, all for 90% of the appraised value of the improvements on the Mortgaged Premises, and shall provide the Mortgagee with policies of liability insurance in amounts approved by Mortgagee, and when and to the extent required by the Mortgagee, against any other risk insured against by persons operating like properties in the locality of the Mortgaged Premises.

(b) All insurance herein provided for shall be in form and with companies approved by the Mortgagee, regardless of the types or amounts of insurance required and approved by the Mortgagee. Not less than ten (10) days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Mortgagee a renewal policy or policies with evidence of payment satisfactory to the Mortgagee.

(c) Mortgagor shall obtain from its insurer and provide to the Mortgagee prior or contemporaneously with the delivery of the Note and Mortgage, an endorsement to the policy naming the Mortgagee as a loss payee on the policy. If requested by Mortgagee, the Mortgagor will assign and deliver to the Mortgagee all policies of insurance, or copies or endorsements thereof, which insure against any loss or damage to the Mortgaged Premises. If the Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the Secured Indebtedness, or applied, or any part thereof, toward the repair of said buildings or for the erection of new buildings in their place, or for any other purpose satisfactory to the Mortgagee. The Mortgagee shall not be obligated to see to the proper application of any amount paid to the Mortgagor.

4. CONDEMNATION. The Mortgagor covenants and agrees that if at any time all or any portion of the Mortgaged premises shall be taken or damaged under the power of eminent domain, the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the Mortgagee, and all or any portion of such award, at the option of the Mortgagee, shall be applied

to the Secured Indebtedness or paid to the Mortgagor for the purpose of restoring or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of any such taking, or for any other purpose satisfactory to Mortgagee; provided, that the Mortgagee shall not be obligated to see to the application of any amount paid to the Mortgagor.

5. INDULGENCES, EXTENSIONS, RELEASES AND WAIVERS.

(a) Mortgagee may at any time, without notice to any person, grant to the Obligor any indulgence, forbearance or any extension of time for the payment of any of the Secured Indebtedness or allow any change or substitution for any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee, without in any manner affecting the liability of the Obligor, any endorsers of the Secured Indebtedness or any other person liable for the payment of said indebtedness, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral.

(b) Mortgagee may at any time, without notice to any person, release any portion of the Mortgaged Premises or any other collateral or any portion of any other collateral which may be held as security for the payment of the Secured Indebtedness, either with or without any consideration for such release, without in any manner affecting the liability of the Obligor, all endorsers, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting or impairing in any manner the validity and priority of the lien of this Mortgage upon the entire remainder of the Mortgaged Premises or other collateral which is unreleased. Any release or releases may be made by the Mortgagee without the consent or approval of any person or persons whomsoever.

(c) Any failure by the Mortgagee to insist upon the strict performance of any of the terms and provisions hereof shall not be deemed to be a waiver of any such terms, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of all of the terms and provisions of this Mortgage.

(d) Neither the Obligor nor any other person now or hereafter obligated for the payment of the Secured Indebtedness shall be relieved of such obligation by reason of (i) the failure of the Mortgagee to comply with any request of the Mortgagor to take action to foreclose this Mortgage or otherwise enforce any of the provisions of, or any obligations secured by, this Mortgage; (ii) the release, regardless of consideration, of any security held for the Secured Indebtedness; (iii) any agreement or stipulation between any subsequent owner of the Mortgaged Premises and the Mortgagee extending the time of payment or modifying the terms of the Secured Indebtedness or this Mortgage without first having obtained the consent of the Mortgagor or such other person.

(e) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the Secured Indebtedness, or release any part of the security held for the Secured Indebtedness, or extend the time of payment or otherwise modify the terms of the Secured Indebtedness and/or in this Mortgage without in anyway impairing or affecting the lien of this Mortgage or the priority of such lien over any

subordinate lien. The holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Premises.

(f) Mortgagee may resort for the payment of the Secured Indebtedness to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

(g) To the fullest extent permitted by law, Mortgagor hereby waives, releases and relinquishes all of its right of appraisements and hereby waives, releases and relinquishes all right of redemption under any applicable laws.

6. SECURITY AGREEMENT AND FINANCING STATEMENT.

(a) This Mortgage shall also be construed to be a security agreement and financing statement with respect to any of the Mortgaged Premises which may be subject to a security interest pursuant to the Uniform Commercial Code of the applicable jurisdiction, and Mortgagor hereby grants to Mortgagee a security interest in said properties and items (hereinafter referred to as the "Collateral"). This instrument may be filed by Mortgagee in the appropriate records or index as a financing statement for the purpose of perfecting such security interest.

(b) Upon any Event of Default, the Mortgagee may, at its discretion, require the Mortgagor and/or the Obligor to assemble the Collateral and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee. The Collateral may, at the sole discretion of the Mortgagee, be combined with the real property as an entirety, or any part of the Collateral not sold together with the real property may be sold separately, as one parcel or in such parcels, manner or order as the Mortgagee, in its sole discretion, may elect.

(c) The Mortgagee shall give the Mortgagor and Obligor notice, by registered or certified mail, postage prepaid, of the time and place of any public sale of any Collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Mortgagor and Obligor at least ten (10) days before the time of the sale or other disposition, which provisions for notice the parties agree are reasonable.

(d) The proceeds of any disposition or other action by the Mortgagee shall be applied as follows: (a) first, to the costs and expenses incurred in connection with the retaking, preparation for sale of the Collateral, and the care or safekeeping of the Collateral in any way relating to the rights of the Mortgagee, including reasonable attorneys' fees and expenses incurred by the Mortgagee in connection with any of the foregoing; (b) second, to the payment of the Secured Indebtedness; (c) third, to the payment of any other amounts required or permitted to be paid under the Uniform Commercial Code of the applicable jurisdiction; and (d) fourth, to the Mortgagor to the extent of any surplus proceeds.

(e) Within fifteen (15) days after request by the Mortgagee, Mortgagor agrees to execute, acknowledge and deliver any financing statement, renewal affidavit, certificate, continuation statement, inventory or other similar documents as the Mortgagee may request in order to protect, preserve, continue, extend or maintain the security interest under the priority of

this Mortgage, and will, upon demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents.

7. TAXES. The Obligor and/or Mortgagor hereby agree to pay any and all taxes which may be levied or assessed directly or indirectly upon the Secured Indebtedness, this Mortgage or the Mortgaged Premises, including, but not limited to, any mortgage taxes required by any applicable jurisdiction.

8. MORTGAGEE'S RIGHTS. Upon the failure of the Mortgagor or Obligor to pay any of the taxes, assessments, liens or other charges on the Mortgaged Premises or owed by Obligor under this Mortgage as they become due and payable, or to perform any of the Mortgagor's or Obligor's covenants and agreements herein, the Mortgagee may, at its option, pay such expenses or remedy the Mortgagor's or Obligor's failure to perform hereunder, and the Mortgagor and Obligor hereby agree to refund on demand all amounts so paid, with interest thereon at the default rate of interest set forth in the Note. Any such amounts so paid, together with such interest, shall become a part of the Secured Indebtedness; provided, however, that the retention of a lien hereunder for any sum so paid shall not be a waiver of subrogation or substitution which the Mortgagee might otherwise have had.

9. EVENTS OF DEFAULT; REMEDIES.

(a) An "Event of Default" occurs:

(1) if the Obligor shall fail to pay principal or interest under the Note when due and payable, whether at the due date thereof, by acceleration or otherwise;

(2) upon any other failure to pay any of the Secured Indebtedness when due;

(3) upon the occurrence of any default as set forth in the Agreement or the Note (which defaults are hereby incorporated by reference);

(4) upon the breach of any term or provision of this Mortgage, the Note or any other document executed in connection herewith;

(5) if the Mortgagor, without the prior written consent of the Mortgagee, shall (or attempt to) mortgage or otherwise encumber, sell, transfer, convey or voluntarily or involuntarily permit or suffer the Mortgaged Premises or any part thereof to be mortgaged, encumbered, sold, transferred or conveyed, or in the event any foreclosure, execution or other similar remedy is commenced against the Mortgaged Premises or the Collateral.

(b) If an Event of Default occurs which is described in Sections 9(a)(1) or 9(a)(4) above, unless otherwise expressly provided in the Note or Agreement, Obligor or Mortgagor, as the case may be, shall have five (5) business days after receipt of Mortgagee's written notice thereof to cure said Event of Default to the reasonable satisfaction of the Mortgagee. If the Event of Default set forth in Section 9(a)(5) above occurs, there shall be no curative period. If any of the above Events of Default are not cured within the applicable curative period described, the whole of the Secured Indebtedness shall, at the election of the Mortgagee, become immediately due and payable without further notice, except as provided in

the Note, and the Mortgagee, at its option, may proceed to foreclose this Mortgage, with or without appraisement as the Mortgagee may elect at the time judgment is rendered. Thereupon, the Mortgagee shall be entitled to enter into possession of the premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same as provided herein, or Mortgagee shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents under the direction of the court.

(c) The Mortgagee may elect to use the non-judicial Power of Sale which is hereby conferred under the terms of this Mortgage. Mortgagee is hereby authorized and empowered, to expose to sale and to sell all, or from time to time any part, of the Mortgaged Premises at public auction for cash, after first having complied with all applicable requirements of the law with respect to the exercise of powers of sale contained in mortgages and/or deeds of trust. Mortgagee may sell the Mortgaged Premises to the highest bidder at public auction in front of the Courthouse door in the county where the Mortgaged Premises are located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, any such notice and sale being given and conducted according to the laws of the state where the Mortgaged Premises are located governing sales of land under mortgages and/or deeds of trust. Upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Mortgaged Premises so purchased. Mortgagee may bid at said sale and purchase the Mortgaged Premises, or any part thereof. At the foreclosure sale, the Mortgaged Premises may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect. Mortgagee may conduct any number of sales from time to time. The power of sale provided herein shall not be exhausted by any one or more such sales as to any part of the Mortgaged Premises which shall not have been sold, nor by any sale that is not completed or is defective in any manner, and shall be exercisable by the Trustee until the indebtedness secured hereby has been satisfied in full. Any sale or sales shall operate to divest all of the estate, rights, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and into the properties and rights so sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, any and all persons claiming any part thereof or any interest therein through Mortgagor, to the fullest extent permitted by applicable law.

(d) The foregoing shall in no way be construed to limit the power of sale herein granted or restrict the discretion the Mortgagee may have under the laws of the applicable jurisdiction granting the right of the power of sale, as the same may be from time to time amended. Each legal, equitable or contractual right, power or remedy of the Mortgagee now or hereafter provided herein, or by statute or otherwise, shall be cumulative, concurrent and in addition to every other right, power and remedy, and the exercise or commencement of the exercise by the Mortgagee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(e) Whether or not proceedings have commenced by the exercise of the power of sale above given, the Mortgagee or the holder or holders of Secured Indebtedness, in lieu of proceeding with the power of sale, may at its option (after any applicable contractual notice and/or cure period has expired without such default being cured) proceed by suit or suits in

equity or at law to foreclose this Mortgage. The Mortgaged Premises may be sold as one parcel or in such parcels as the Mortgagee may elect unless otherwise provided by law.

(f) In addition to the remedies set forth in this Mortgage, the Mortgagee shall be entitled to exercise any and all other remedies available by applicable laws and judicial decisions, as well as all remedies available to a secured creditor under the Uniform Commercial Code of the applicable jurisdiction.

10. LEASES, ASSIGNMENT OF RENTS.

(a) In addition to pledging the Mortgaged Premises described herein, Mortgagor does hereby presently bargain, grant, sell, transfer, assign, convey, deliver, confirm and warrant unto the Mortgagee, its successors and assigns, as an absolute assignment and not merely one for security, all of the right, title and interest of the Mortgagor in and to all Leases now or hereafter entered into, whether oral or written, which demise any portion of the Mortgaged Premises or improvements thereon, together with any and all extensions, renewals, and modifications thereof, together with: (a) the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of said Leases or out of the above described real property or improvements or any part thereof, and (b) the right to all proceeds payable to the Mortgagor.

(b) It is understood and agreed by parties that this assignment is intended to be and is an absolute assignment from Mortgagor to Mortgagee, and not merely the passing of a security interest; provided, however, that, prior to an Event of Default, Mortgagor shall have a limited license, without joinder of Mortgagee, to enforce the Leases and to collect the rents as they come due and to retain, use and enjoy the same. Such license shall be revocable by notice from Mortgagee to Mortgagor at any time after the occurrence and during the continuation of an Event of Default.

(c) Mortgagor shall, upon request by Mortgagee, execute confirmatory assignments of any specific Leases affecting any part of the property subject to this Mortgage. Mortgagor will promptly (but in any event within five (5) business days from the time Mortgagor has actual knowledge thereof) notify Mortgagee if Mortgagor has reason to believe it will be unable to fulfill its obligations as lessor under any Lease or if Mortgagor has knowledge of any set of facts which, with the giving of notice or passage of time or both, would constitute a default on Mortgagor under any Lease. Mortgagee may require that all security deposits and similar funds for security provided by a lessee or occupant be deposited with an escrow agent satisfactory to Mortgagee, subject to the rights of the lessee or occupant, but otherwise subject to a security interest in favor of Mortgagee.

(c) Any Leases pertaining to the Mortgaged Premises are hereby made subject and subordinate to this Mortgage and to all renewals, modifications, consolidations, replacements and extensions of this Mortgage and the Secured Indebtedness with the same force and effect as if the same had been executed and recorded prior to the execution of the Leases. Mortgagor, at Mortgagee's request, shall furnish Mortgagee with executed copies of all Leases now existing or hereafter made of all or any part of the Mortgaged Premises. Mortgagor shall

not, without Mortgagee's written consent, request or consent to the subordination of any Lease of all or any part of the Mortgaged Premises to any lien subordinate to this Mortgage.

(d) Mortgagee may, after occurrence of an Event of Default, from time to time, appoint and dismiss such agents or employees as shall be necessary for the collection of the rents and for the proper care and operation of the Mortgaged Premises, and Mortgagor hereby grants to such agents or employees so appointed full and irrevocable authority on Mortgagor's behalf to manage the Mortgaged Premises and to do all acts relating to such management, including among others making new leases in the name of the Mortgagor or otherwise, altering or amending existing Leases, authorizing repairs or replacements to maintain the Mortgaged Premises in good and tenantable condition, and making such alterations or improvements as in the judgment of the Mortgagee may be necessary to maintain or increase the income from the Mortgaged Premises. Mortgagee shall have the sole control of such agents or employees whose remuneration shall be paid out of the rents, and Mortgagor hereby expressly releases Mortgagee from any liability to Mortgagor for the acts of such agents, and agrees that Mortgagee shall not be liable for their neglect or for moneys that may come into the possession of such agents.

(e) The collection and application of rents as above described shall not constitute waiver of any default which might at the time of application or thereafter exist, and the exercise by Mortgagee of the rights herein provided shall not prevent Mortgagee's exercise of any rights provided elsewhere in this Mortgage.

(f) The Mortgagee shall not be obligated to perform or discharge any obligation under the Leases hereby assigned, or under or by reason of this Mortgage, and the Mortgagor hereby agrees to indemnify and hold harmless Mortgagee against any and all liability, loss or damage which Mortgagee might incur under the Leases or under this Mortgage, and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking on Mortgagee's part to perform or discharge any of the terms of such Leases.

(g) Upon request of Mortgagee, at any time, Mortgagor will deliver a written notice to each of the tenants of the Mortgaged Premises, which notice shall inform such tenants of this Mortgage and instruct them that upon receipt of notice by them from the Mortgagee, all rent due thereafter shall be paid to the Mortgagee.

11. FEES AND EXPENSES. It is agreed that if, and as often as this Mortgage or the Secured Indebtedness is placed in the hands of an attorney for collection, or to protect the priority or validity of this Mortgage, or to defend any suit affecting the title to the Mortgaged Premises, or to enforce or defend any of the Mortgagor's or the Mortgagee's rights hereunder, the Mortgagor shall pay to the Mortgagee its reasonable attorneys' fees, limited to a maximum of 10% of the indebtedness, together with all court costs, expenses for title examination, title insurance or other disbursements relating to the Mortgaged Premises, which sums shall be secured hereby.

12. ESTOPPEL CERTIFICATE. The Mortgagor shall, within ten (10) days after receipt of request, made either personally or by mail, certify, by a writing duly

acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage or of the Secured Indebtedness or any of them, the amount of principal and interest then owing on this Mortgage.

13. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by certified or registered mail to any party hereto at the following address:

To Mortgagor: _____
c/o Kerry Kinyon
P.O. Box 248
Decatur, AR 72722

To Mortgagee: McKinney & Stringer, P.C.
c/o Robert L. Roark, Esq.
101 N. Robinson, Ave., Suite 1300
Oklahoma City, OK 73102

To Obligor: Peterson Farms, Inc.
c/o Kerry Kinyon
P.O. Box 248
Decatur, AR 72722

or at such other address of which it shall have notified the party giving such notice in writing.

14. ACCESS. Mortgagee shall, upon forty-eight hours prior notice, have access to the Mortgaged Premises for the purpose of inspecting the same and ascertaining that the various loan requirements and restrictions are being complied with, provided such access shall be granted during normal business hours.

15. CHANGE IN PROPERTY. The Mortgagor covenants and agrees to permit or suffer none of the following without the written consent of the Mortgagee: (i) any material structural alteration of, or addition to, the buildings or improvements on the Mortgaged Premises; or (ii) the removal from the premises of any part of the property covered by this Mortgage, except the renewal, replacement, or substitution of fixtures and articles of personal property covered hereby made in the normal course of business; or (iii) the use of any of the buildings or improvements now or hereafter situated upon the Mortgaged Premises for any purpose other than as currently used; provided, however, that Mortgagee hereby consents to such of the foregoing as Mortgagor is obligated to permit or suffer under any lease in effect as to the Mortgaged Premises on the date of this Mortgage.

16. SUBROGATION. In the event it becomes necessary for the Mortgagee to expend any sums for the purpose of retiring debt or debts secured by prior liens on the Mortgaged Premises, the Mortgagee shall be subrogated to the rights and lien priority of the holder of the lien so discharged.

17 ENVIRONMENTAL LAWS.

(a) The Mortgagor will not cause any violation of applicable environmental laws, nor knowingly permit any tenant of any portion of the Mortgaged Premises to cause such a violation, nor permit any environmental lien to be placed on any portion of the Mortgaged Premises.

(b) The Mortgagor and its successors and assigns, agree to defend, indemnify and hold harmless the Mortgagee and its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns, from and against any and all claims, demands, judgments, settlements, damages, actions, causes of actions, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, including, but not limited to: (i) any cleanup costs, and all expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of Mortgagor or any other party arising out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances, including asbestos and any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed); (ii) the use, specifications, or inclusion of any product, material or process containing chemicals; or (iii) the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater-containing chemicals.

(c) The Mortgagor and its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against the Mortgagee described herein, shall hold the Mortgagee harmless for those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth herein. It is agreed that if, and as often as, the Mortgagee shall elect or be required to become involved in any action or proceeding commenced by any governmental authority with respect to storage, disposal or cleanup of any toxic or hazardous materials on the Mortgaged Premises, the Mortgagor shall pay to the Mortgagee its reasonable attorney's fees together with all court costs or other disbursements relating to the Mortgaged Premises, which sums shall constitute a part of the Secured Indebtedness.

18. MISCELLANEOUS.

(a) The rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of the Mortgagee shall be construed as an election to

proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

(b) The covenants and agreements contained herein are binding upon the Mortgagor and Obligor and their respective successors and assigns and shall inure to the benefit of the Mortgagor, Obligor, Mortgagee and their respective successors and assigns.

(c) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Premises;" the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage;" the word "Note" shall mean "Note secured by this Mortgage;" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association." All

(d) This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought and in recordable form.

(e) Matters of construction, validity, interpretation, enforcement and performance relating to terms defined in the Note, to the indebtedness, its payment (including, without limitation, all matters relating to limitations on interest, i.e., usury), and with respect to obligations created under the Note, shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma, and the applicable laws of the United States of America, regardless of where the Mortgaged Premises or Collateral may be located. All other provisions and obligations arising under this Mortgage, together with those which relate to the creation, perfection, priority and enforcement of this Mortgage and all security interests in the Mortgaged Premises shall be governed by the laws of the State where the Mortgaged Premises and Collateral are located.

19. PARTIAL INVALIDITY. Should any clause or provision of this Mortgage be invalid or void for any reason, such invalid or void clause shall not affect the whole of this instrument, and the balance of the provisions hereof shall remain in full force and effect.

20. WAIVER. To the fullest extent permitted by law, Mortgagor irrevocably and unconditionally waives and releases (a) all benefits that might accrue to it by virtue of any present or future law exempting the Mortgaged Premises from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default (except as otherwise expressly provided herein) or of Mortgagee's election to exercise any right, remedy or recourse provided for hereunder; and (c) any right to a marshaling of assets or a sale in inverse order of alienation. Mortgagor and Obligor, for themselves and all affiliates and successors in interest, including any trustee, receiver or debtor-in-possession, covenant and affirm that it is Mortgagor's and Obligor's intent that Mortgagee have by this Mortgage a valid, enforceable, first and prior right and lien in the Mortgaged Premises and Collateral described herein; that any defect that may exist or occur in granting or perfecting this Mortgage is immaterial, is hereby irrevocably waived and released, and shall not affect or impair Mortgagee's intended rights hereunder; and that Mortgagor and Obligor and their successors shall not at anytime assert any such defect, or any other defenses or claims to contest the validity

or enforceability of this Mortgage and all rights and interests purportedly granted Mortgagee hereunder, and that by virtue hereof they shall be estopped from making any such claim.

21. MORTGAGOR/OBLIGOR WARRANTIES. Mortgagor and Obligor and their undersigned representatives, by their execution hereof, hereby represent and warrant that: (a) the Mortgagor has the requisite authority, and the person signing on its behalf has the requisite capacity and corporate approvals, to execute and deliver this Mortgage, as evidenced by an appropriate Certificate of the Secretary of the Corporation (where applicable) which Mortgagor shall deliver herewith; (b) the execution and delivery of this Mortgage does not violate any other agreements, covenants, court orders or contractual restrictions imposed upon the Mortgagor or Obligor; (c) the grant and delivery of this Mortgage does not cause the Mortgagor to be insolvent or otherwise financially impaired, is not granted and delivered with any intent to hinder or defraud the Mortgagor's other creditors, and is given for fair, contemporaneous and substantially equivalent consideration; and (d) the Mortgage, when properly filed of record in accordance with the laws of the State of _____, will constitute the first and only mortgage granted with respect to the Mortgaged Premises.

EXECUTED AND DELIVERED the day and month first above written.

"MORTGAGOR" _____
Decatur, Arkansas

Attest:

_____ By: _____
_____Secretary _____, President

(SEAL)

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

This instrument was acknowledged before me on July ____, 2003, by _____, an Arkansas corporation.

_____
NOTARY PUBLIC

My Commission #_____ Expires:

_____

(SEAL)

"OBLIGOR"

PETERSON FARMS, INC.
Decatur, Arkansas

Attest:

_____ By: _____
_____Secretary Lloyd Peterson, President

(SEAL)

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

This instrument was acknowledged before me on July ____, 2003, by Lloyd Peterson, President of Peterson Farms, Inc., an Arkansas corporation.

_____
NOTARY PUBLIC

My Commission #_____ Expires:

_____

(SEAL)

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NOTICES

All notices required to be served upon any Party, as stated in the Settlement Agreement, shall be served in accordance with the Agreement upon the following individuals. Any of the following representatives may be substituted or changed by the Party Principal for such representative upon written notice to all other Parties:

PARTY	REPRESENTATIVE
CITY OF TULSA	c/o City Attorney 200 Civic Center, Third Floor Tulsa, OK 74103 Telephone: 918/596-7717
TULSA METROPOLITAN UTILITY AUTHORITY	c/o Chairman 200 Civic Center, Fourth Floor Tulsa, OK 74103 Telephone: 918/596-9621
TYSON FOODS, ET AL.	Ruth Ann Wisener Tyson Foods, Inc. 2210 West Oaklawn Drive Springdale, AR 72762-6999 Telephone: 479/290-4000
COBB-VANTRESS, INC.	Ruth Ann Wisener Tyson Foods, Inc. 2210 West Oaklawn Drive Springdale, AR 72762-6999 Telephone: 479/290-4000
PETERSON FARMS, INC.	Kerry Kinyon Chief Executive Officer Peterson Farms, Inc. P. O. Box 248 Decatur, AR 72722 Telephone: 479/752-5000 and Joyce, Paul & McDaniel, P.C. Attention: A. Scott McDaniel 111 West Fifth Street, Suite 500 Tulsa, OK 74103 Telephone: 918/599-0700

PARTY	REPRESENTATIVE
SIMMONS FOODS, INC.	Mark Simmons Chairman of the Board Simmons Foods, Inc. P.O. Box 430 Siloam Springs, AR 72761 Telephone: 479/524-8151 and Conner & Winters, P.L.L.C. Attention: John Elrod 100 West Center Street, Suite 200 Fayetteville, AR 72701 Telephone: 479/582-5711
CARGILL, INC.	Steve Willardson Cargill, Inc. 1505 S. Old Missouri Road Springdale, AR 72764 Telephone: 479/750-6800 and Rhodes, Hieronymus, Jones, Tucker & Gable, P.L.L.C. Attention: John H. Tucker P.O. Box 21100 Tulsa, OK 74121 Telephone: 918/582-1173
GEORGE'S, INC.	Gary C. George Chief Executive Officer George's, Inc. 412 W. Robinson P. O. Drawer G Springdale, AR 72764 Telephone: 479/927-7000 and Bassett Law Firm Attention: James M. Graves P. O. Box 3618 Fayetteville, AR 72702 Telephone: 479/521-9996

PARTY	REPRESENTATIVE
CITY OF DECATUR, ARKANSAS	Mayor Bill Montgomery City of Decatur P.O. Box 247 Decatur, AR 72722 Telephone: 501/752-3914 and Doerner, Saunders, Daniel & Anderson, L.L.P. Attention: Linda C. Martin 320 S. Boston, Suite 500 Tulsa, OK 74103-3725 Telephone: 918/582-1211

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