

**SEABOARD FOODS OF IOWA, LLC
SWINE GROW-FINISH AGREEMENT**

THIS SWINE GROW-FINISH AGREEMENT (this "Agreement") is made and entered into as of this 27th day of March, 2019, by and between Seaboard Foods of Iowa, LLC, a Delaware limited liability company (hereinafter "Seaboard"), and [REDACTED], an Iowa limited liability company (hereinafter "Producer").

WHEREAS, Producer presently owns and operates the real property located in Humboldt County, Iowa, which is described on Exhibit A attached hereto (the "Land"), and Facilities (as defined below) constructed thereon;

WHEREAS, Seaboard wishes to contract with Producer for the feeding and raising of Swine (defined below) for further finishing on the terms and conditions presented herein; and

WHEREAS, Producer wishes to enter this Agreement pursuant to which Producer will operate the Facilities by feeding and raising Swine owned by Seaboard for further finishing;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

ADDITIONAL CAPITAL INVESTMENTS DISCLOSURE STATEMENT. ADDITIONAL LARGE CAPITAL INVESTMENTS MAY BE REQUIRED TO BE MADE BY PRODUCER DURING THE TERM OF THIS AGREEMENT.

1. **Agreement Duration.** The term of this Agreement shall be as follows:

- (a) The initial term of this Agreement (the "Initial Term") shall consist of a contract grow-finish period of twelve (12) years commencing on the first date after a Lot (defined below) of Swine are delivered to Producer (the "Commencement Date"), unless sooner terminated as provided herein. In the event that any Lot of Swine is at the Facilities at the end of the Initial Term or any Renewal Term (defined below), then this Agreement shall continue in full force and effect until such time as such Swine have reached maturity and are picked up by Seaboard in accordance with this Agreement.
- (b) This Agreement shall automatically renew for renewal terms of one (1) year each (each a "Renewal Term") unless either party elects not to renew this Agreement, which election shall be evidenced by giving written notice of such intent to non-renew not less than one hundred eighty (180) days prior to the end of the Initial Term or the then current Renewal Term. The terms and conditions set forth in this Agreement shall control during any Renewal Term. The Initial Term and any Renewal Term may hereinafter be referred to collectively as the "Term" of this Agreement.

2. **Land and Facilities.**

- (a) Producer agrees to maintain the two (2) existing finish buildings and related waste lagoons, and certain equipment and machinery in those buildings located on the Land (collectively the "Facilities") commonly referred to as [REDACTED]. A precondition to Seaboard's obligations hereunder is inspection of the Facilities and determination by

Seaboard that the buildings, all equipment, fixtures, ventilation, feed, alarm systems and backups for power, alarms and ventilation are of a design and in a condition acceptable to Seaboard.

- (b) A condition of this Agreement is Producer having obtained prior approval and satisfaction of all necessary environmental and/or regulatory requirements. Such requirements shall include, but are not limited to, any county zoning requirements, state requirements or permits, manure hauling permits and/or agreements, manure management plans, and any and all other environmental, zoning or regulatory requirements necessary to operate the Facilities and at an animal unit stocking capacity acceptable to Seaboard. In addition, Producer shall incur those expenses and do such things as Seaboard determines to be reasonably necessary to ensure continuous compliance with such regulatory requirements throughout the term of this Agreement, including obtaining and maintaining the effluent easement agreements and effluent and manure spreading agreements in place to handle spreading of waste in accordance with all laws and regulations. Producer shall not modify or amend any permit or other regulatory approval without giving Seaboard advance written notice of the modification or the amendment which Producer intends to obtain. Producer shall obtain any waiver of siting requirements as may be required by Iowa Code Chapter 459 and further, Producer shall adhere to any and all separation distances both with respect to location of the Facilities and with respect to any acres utilized for field application of manure as may be required by Iowa law.
 - (c) Such land, buildings, machinery and equipment, and easement property shall be free of all liens and encumbrances, except those permitted by Section 21 of this Agreement.
- 3. **Delivery and Pick Up of Swine.** Seaboard shall deliver multiple groups of Swine (the "Young Pigs") to the Facilities, at Seaboard's expense, as Seaboard shall determine from time to time in its sole discretion, (each delivery of Young Pigs delivered at the same general time is termed a "Lot"). When Seaboard has determined in its sole discretion that the Young Pigs in the Lot are suitable for processing (for the purposes of this Agreement they shall then be referred to as "Butcher Hogs"), Seaboard shall pick up and transport the Butcher Hogs from the Facilities to a processing plant ("Plant"), all at Seaboard's expense. Hereinafter, Young Pigs and Butcher Hogs may be collectively referred to as the "Swine."
- 4. **Supplies and Assistance.** Seaboard shall provide and deliver to the Facilities on an as-needed basis all feed, medication, disinfectants and other items used on or in the Swine (hereinafter collectively the "Supplies") which are needed to feed and care for the Swine in accordance with Seaboard's "Recommended Management Practices" which are attached hereto as Exhibit B and Seaboard's "Animal Handling Practices" which are attached hereto as Exhibit C, both of which are made an integral part hereof, and which may be amended by Seaboard from time to time after the execution of this Agreement. All Supplies shall remain the property of Seaboard and may be retrieved at any time by Seaboard. Seaboard is entitled to make periodic unannounced visits to the Facilities to provide Producer with assistance in complying with such Recommended Management Practices and Animal Handling Practices and to inspect Producer's Facilities, and Producer will provide Seaboard with access to the Facilities at all times. Producer shall contact Seaboard or its representative immediately in the event of any emergency involving the Swine or the Facilities or if Producer deems it necessary to obtain Seaboard's assistance.
- 5. **Ownership of Swine and Waste.**

- (a) Producer understands and agrees that all Young Pigs delivered to the Facilities are the legal property of Seaboard or its assigns and title to the Swine and all increase thereof, if any, shall be and at all times shall remain vested in Seaboard or its assigns. Producer shall have no ownership interest of any kind, legal or equitable, in any of the Swine. Producer agrees not to place any liens or encumbrances on said Swine pursuant to this Agreement.
 - (b) Producer understands and agrees that title to all waste of Swine is vested in Producer and that Producer shall be responsible for properly disposing of such waste in accordance with Section 6(h) of this Agreement.
6. **Producer Duties.** In addition to those responsibilities and duties stated elsewhere in this Agreement, Producer's responsibilities shall include the following:
- (a) Provide the Land and Facilities and maintain the Facilities at Producer's cost. Seaboard has the right, but not the obligation, to add new equipment to the Facilities at Seaboard's sole cost and expense, if, in Seaboard's sole discretion, such equipment will enhance the performance of the Swine.
 - (b) Provide the daily management, care and security of the Swine in accordance with the Recommended Management Practices as set forth in Exhibit B and Animal Handling Practices as set forth in Exhibit C, as either may be modified, from time to time, or as otherwise may be directed by, or in consultation with, Seaboard. In addition, Producer or appropriate representative agrees to attend all training sessions provided by Seaboard concerning hog production management.
 - (c) Agree to follow animal welfare standards and euthanasia methods. Acceptable methods of euthanasia are CO₂, captive bolt and concussion stunning. Blunt force trauma is forbidden.
 - (d) Adopt technology or equipment deemed necessary by Seaboard for the rearing of pigs, e.g., pulse equipment and needle free injections.
 - (e) Execute from time to time, any and all documents deemed reasonably necessary by Seaboard, in form and substance requested by Seaboard, for the purpose of notifying third parties of Seaboard's exclusive ownership interest in and to the Swine.
 - (f) Maintain accurate hog production records, including all information which may be reasonably required on forms provided by Seaboard, and make available such records for inspection by Seaboard at any time. Producer will call daily Seaboard to provide any data or information that Seaboard may request from time to time regarding the Swine.
 - (g) Obtain and maintain effluent easement agreements and effluent and manure spreading agreements acceptable to Seaboard and covering a sufficient number of acres necessary to handle spreading of all waste from the Facilities in accordance with all laws and regulations, prepare and comply with all manure management plans, and adhere to any and all separation distances both with respect to location of the Facilities and with respect to any acres utilized for field application of manure as may be required by Iowa law. If Producer owns the land on which the waste will be spread, the Producer agrees that it will not sell the land without Seaboard's consent, which consent shall be granted in exchange for the buyer's grant of an effluent easement acceptable to Seaboard. This restriction on the sale of the land shall be of public record, pursuant to an affidavit signed by Producer and Seaboard, filed with the register of deeds in the county in which the land is located.

- (h) Dispose of waste as required by all applicable municipal, state and federal environmental, public health and all other applicable laws and regulations in compliance with all permits to operate the Facilities and in a manner consistent with accepted management practices, including, without limitation all local, state and federal rules and regulations.
- (i) Dispose of all dead Swine in accordance with applicable local, state and federal laws and regulations, permits and licenses.
- (j) Obtain and maintain all required local, municipal, state and federal permits or licenses necessary in connection with the raising and feeding of Swine, including, but not limited to, any such permits or licenses required by all applicable state regulatory authorities and the rules and regulations promulgated there under and to comply with all such permits.
- (k) Maintain and mow areas surrounding lagoon and buildings in accordance with the Recommended Management Practices. Maintain building pad and roads at the Facility site to provide adequate drainage and prevent soil erosion such that Seaboard's hog trucks and feed trucks can access the site without interruption under all weather conditions.
- (l) Maintain electricity, natural gas/propane, and water to the Facilities.
- (m) Provide all labor and utilities necessary to operate the Facilities in accordance with the Recommended Management Practices.
- (n) Pay all taxes and insurance on Facilities.
- (o) Administer daily to the Swine all prescribed medical treatment excluding herd-wide vaccinations via injection and medical treatment requiring a licensed veterinarian.
- (p) Unload Young Pigs delivered to the Facilities.
- (q) Loadout Butcher Hogs from the Facilities at the end of each turn.
- (r) Provide labor and equipment to wash and disinfect the Facilities prior to each Lot of Young Pigs being delivered. Clean, disinfect and dry each building at the Facilities in accordance with Seaboard's specifications within seventy-two (72) hours (3 days) of the shipment of the last of the Swine in each Lot.
- (s) Producer shall execute and deliver to Seaboard a receipt for all Swine delivered to or removed from the Facilities. Producer is responsible for any shortage in Swine numbers. Shortage of Swine numbers shall be determined by comparing the difference between Young Pigs received by Producer minus death loss and Swine actually shipped from the Facilities. Producer shall be liable for and pay to Seaboard the value of any shortage in Swine, as described in Section 8.
- (t) Remove manure from the Facilities before it reaches within five (5) inches of the bottom of the beams that support the slats. If this is not done, Seaboard reserves the right to deduct one hundred seventy-five and 00/100 dollars (\$175.00) per day per building from the Producer's subsequent Payments.

- (u) Producer is required to promptly order all feed deliveries from Seaboard no later than the earlier of any scheduled feed ordering day established by Seaboard or, in the absence of a scheduled order day, forty-eight (48) hours prior to feeders running empty.
7. **Seaboard's Duties.** In addition to those responsibilities and duties stated elsewhere in this Agreement, Seaboard's responsibilities shall include the following:
- (a) Provide to Producer technical assistance and training as determined by Seaboard to assist Producer in carrying out his responsibilities under Section 6(b) of this Agreement, including performing all herd-wide vaccinations via injection and providing the services of a veterinarian, but only to the extent necessary to diagnose disease of the Swine and to prescribe the appropriate medical treatment, as determined to be necessary by Seaboard. Seaboard shall also provide veterinary services for the administering of the prescribed medical treatment to the extent required to be administered by a licensed veterinarian.
 - (b) Provide Supplies necessary for Producer to carry out his responsibilities under Section 6(b) of this Agreement, including transportation of such Supplies to the Facilities.
 - (c) Pay Producer on a timely basis for services rendered under this Agreement in the manner set forth in Section 10 of this Agreement.
 - (d) Pay any and all ad valorem taxes assessed on Swine and Supplies inventories held by Producer at the Facilities which are owned by Seaboard.
8. **Loss of Swine, Supplies or Feed.** Except as otherwise provided for in this Section 8, Producer assumes responsibility for all risk of loss to the Swine or Supplies at Producer's Facilities to the extent any such losses are caused by Producer's or a third party's negligent or intentional acts, or Producer's failure to follow Recommended Management Practices as set forth in Exhibit B or the Animal Handling Practices as set forth in Exhibit C. The parties agree that Producer neglect or misconduct will not have occurred where excessive sort loss, death or non-standard Swine are caused by factors not under Producer's control. When loading and unloading, death loss in excess of one-half percent (0.5%) of the total livestock capacity of the Facilities attributable to Producer neglect or misconduct shall constitute excessive loss. Producer shall not be responsible for culls and dead Swine caused by conditions inherent in the physical health of each Swine, so long as such culls and dead Swine are delivered to Seaboard and are adequately documented as such. Producer shall report all losses within twenty-four (24) hours after discovering such loss. As soon as possible after Seaboard is notified of any such loss, for which Producer is responsible, Seaboard shall determine, to the best of its ability, the date of the loss and, in its discretion, the reasonable value of each Swine lost, taking into consideration the replacement purchase cost of like quality hogs suitable for processing in Seaboard's determination at the processing plant on the projected slaughter date, minus Seaboard's projected feed cost to complete the Swine from the loss date to the projected slaughter date and a reasonable adjustment for projected death loss. The value of Supplies losses will be based on the value of the same as determined by Seaboard in its reasonable discretion. The value of the Swine loss shall be determined using the value of Swine marketed from the same shipment in which the lost Swine were delivered. Such loss values as determined by Seaboard shall be binding on the parties hereto, and an amount equal to the total loss shall be immediately due and payable to Seaboard. Seaboard reserves the right to deduct such loss values from Producer's subsequent Payments. Seaboard may use all rights or remedies available to it under law or equity to collect any amounts owing from Producer pursuant to this Section 8.

9. **Representations, Warranties and Covenants by Producer.** Producer hereby represents, warrants and covenants to Seaboard the following:
- (a) Producer represents to Seaboard that it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Iowa, and is duly qualified to do business in the State in which the Facilities are located;
 - (b) The execution and delivery of this Agreement by Producer and the acts required hereunder have been duly and validly authorized by all necessary action required pursuant to Producer's articles of organization and operating agreement. This Agreement has been duly executed and delivered by Producer, and constitutes the valid and binding obligations of Producer, enforceable in accordance with its terms;
 - (c) There is no suit, action or legal, administrative, arbitration or other proceeding or governmental investigation pending, or to the knowledge of Producer, threatened, which does or might materially and adversely affect the financial condition, business or property of Producer. Producer has complied with and has not defaulted under any local, state or federal laws, ordinances, requirements, regulations or orders applicable to its business, the production of Swine, or to the transactions contemplated by this Agreement;
 - (d) The execution and delivery by Producer of this Agreement, and the acts contemplated hereunder, will not result in the breach of, or constitute default under, any agreement or other instrument or obligation to which Producer is a party or by which Producer or its property is bound, or violate any order, injunction, judgment or decree to which Producer is a party or by which it is bound;
 - (e) Producer has paid, or has made adequate provision for the payment of, any and all federal income, premium, withholding, federal insurance contributions, federal unemployment and state unemployment taxes, and other state and local taxes (except for state and local taxes not yet delinquent), license fees and other charges levied, assessed or imposed upon or payable in connection with the business of Producer to be conducted in the Facilities pursuant to this Agreement that have accrued or are due and payable;
 - (f) Producer will endeavor at all times in good faith to utilize Seaboard's Recommended Management Practices and Seaboard's Animal Handling Practices to produce Butcher Hogs of the highest and best quality;
 - (g) Producer will not use any supplies, feed, or medications except those Supplies provided by Seaboard, and will utilize such Supplies in an efficient manner;
 - (h) Producer will comply with any and all local, state and federal laws and regulations and permits and licenses applicable to the feeding and care of Swine and to the disposal of their waste and to the waste retention lagoons;
 - (i) Producer will not remove, or allow the removal of, any Swine from the Facilities without prior written consent of Seaboard;
 - (j) Producer will not encumber or in any way impair or restrict Seaboard's title to the Swine or Supplies;

- (k) Producer will not place or allow anyone else to place Swine or swine effluent, other than those covered by this Agreement or otherwise owned by or affiliated with Seaboard, in the Facilities, or on any land being utilized for application of effluent by the Producer, or on any facilities/land owned, leased, or farmed by Producer on or after the date of this Agreement and located less than eight hundred eighty (880) yards from the Facilities. In addition, Producer shall not engage in any swine production whatsoever or build any swine facilities other than pursuant to this Agreement or with Seaboard, whether on Producer's own behalf or pursuant to any contract or other arrangement with another party, without the prior written consent of Seaboard. The purpose of this restriction is to ensure biosecurity for Seaboard's Swine; and
 - (l) Producer will care for the Swine in a humane manner and will abstain from using electric hotshots, sticks or whips on the Swine at any time.
10. **Producer Compensation.** Seaboard will pay Producer a payment of thirty-seven and 00/100 dollars (\$37.00) per pig space annually ("Payment" or "Payments") in monthly installments on a set date of each month, commencing the month following the Commencement Date based on a head space capacity of four thousand eight hundred (4,800) head. The head space capacity will increase to seven thousand two hundred ninety-six (7,296) head upon completion of construction of the third finisher building on the Land and the first delivery of a Lot of Swine to be housed by the Producer in the third finish building, provided, however completion of construction of the third finish building is within twelve (12) months of full execution of this Agreement. Producer recognizes that the Payment includes a reasonable profit on executory costs incurred by the Producer.
11. **Events of Default.** The occurrence of any of the following events (each an "Event of Default"), shall constitute a default by the party causing the event to occur, immediately giving the non-defaulting party the rights and remedies set forth in paragraph 12 below:
- (a) The failure of either of the parties hereto to perform any term, condition, covenant, obligation or provision on their respective part to be performed, kept and/or observed under this Agreement, or any other agreement between the parties, in the manner and within the times set forth hereunder, and if such failure to perform is not cured by the defaulting party within thirty (30) days following its receipt of written notice from non-defaulting party of such failure to perform. Notwithstanding the foregoing, the defaulting party shall not have a cure period for items described in Section 11(b) through Section 11(g);
 - (b) Any representation or warranty made herein proves to have been materially false or misleading, or is otherwise breached;
 - (c) Default by Producer under any lease, financing agreement, security agreement, mortgage, note or any other document, writing or instrument evidencing an obligation of Producer;
 - (d) Any acts by Producer encumbering, impairing or attempting to encumber or impair, Seaboard's title to the Swine;
 - (e) Actual or attempted levy, seizure or attachment of any of the Swine or any of Seaboard's property, including Supplies, delivered to the Facilities or otherwise to Producer arising out of or resulting from an action or claim against Producer;

- (f) Any acts by Producer preventing or impeding Seaboard or its authorized representatives from inspecting or examining the Facilities or the Swine;
- (g) Commencement of a voluntary case concerning either party under Title 11 of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"), or the commencement of an involuntary case against either party under the Bankruptcy Code, or either party's commencement of any other proceeding under any reorganization, dissolution or liquidation or similar such law, or the appointment of a receiver for either party or a substantial part of either party's property, or any admission in writing by either party of its inability to pay its debts as they generally become due.
- (h) Any material shortage in Swine located at the Facilities at any time relative to the number of Young Pigs delivered to the Facilities.
- (i) Failure of Producer to routinely test and maintain in proper working order the alarm system and curtain drops.
- (j) Failure to loadout Butcher Hogs as specified by Seaboard by email and/or as indicated on the bill of lading.
- (k) The occurrence of any event which, in the opinion of Seaboard, endangers or impairs the Swine or Seaboard's property or employees.

12. **Remedies.**

- (a) Should Producer's actions or inaction cause any Event of Default to occur, Seaboard may, at its option:
 - (i) Elect in writing to terminate this Agreement and all rights and duties of the parties hereunder and immediately take possession of all Swine then located at the Facilities, and transport the same to one or more other such feeding facilities and/or the Plant or other processing facility. Any costs borne by Seaboard, or any diminution in value of the Swine caused by Producer's default, shall be deducted from the final amount owed Producer as of the date of such default, if any. If no amount is owed to Producer by Seaboard, Producer shall immediately reimburse and pay to Seaboard all such amounts owed to Seaboard, if any; and/or
 - (ii) Make an election by a written notice delivered to Producer to terminate the effectiveness of Sections 3, 4, 7 and 10 above (a "Grower Termination"). In the event Seaboard effects a Grower Termination pursuant to the foregoing, then from and after the effective date of the Grower Termination, this Agreement shall operate as a lease (or sublease) of the Land, Facilities and all equipment used by the Producer in connection with the operation of the Facilities (the "Related Equipment"), on the terms set forth in this Section. The lease pursuant to this Section shall be for a term (the "Lease Term") commencing on the effective date of the Grower Termination and expiring on the earlier of: (i) the date fixed by Seaboard in a written notice to the Producer given by Seaboard at any time thirty (30) days prior to such date during the Lease Term; or (ii) the completion of all available Renewal Terms provided for in this Agreement. For value received, the Producer does by these presents rent and demise the Land, Facilities and the Related Equipment to Seaboard and Seaboard does by these presents rent the Land,

Facilities and the Related Equipment from the Producer, for the Lease Term. The consideration for the lease of the Land, Facilities and the Related Equipment for the Lease Term is the execution and delivery of this Agreement by Seaboard, the agreement by Seaboard to perform its obligations under this Agreement, and in addition, Seaboard shall reimburse Producer for actual expenses incurred on account of Seaboard's operation of the Facilities, such as utility charges; provided, however, Seaboard shall not be obligated to reimburse Producer to the extent those operating expenses exceed the amount which would have been payable to Producer under this Agreement if Producer had not defaulted under this Agreement but had finished such Swine. During the entire Lease Term, Seaboard shall have the exclusive use and possession of the Land and the Facilities, the unrestricted right to use the Related Equipment, together with an easement for ingress and egress, for itself and its agents, employees and contractors, over and across the Producer's adjoining property or Easement Properties to the extent required for the full use, operation and enjoyment of the Land and the Facilities and the Related Equipment. Producer also grants to Seaboard the right to spread effluent in the same manner in which Producer was spreading effluent. The provisions of this Section shall be binding on and shall inure to the benefit of the parties hereto and their heirs, successors and assigns and shall survive the termination or expiration of this Agreement until the expiration of the Lease Term. Upon expiration of such Lease Term, this Agreement and all rights and duties of the parties hereunder shall be terminated. Seaboard shall have the right to record a memorandum of record setting forth its rights hereunder; and/or

- (iii) Give written notice of non-performance to the Producer and require performance by a given date. If such non-performance continues beyond the date specified in the notice to Producer, Seaboard reserves the right to hire the necessary performance task completed by an outside party, and assess all charges against the Producer's compensation payments hereunder; and/or
- (iv) Offset, at Seaboard's sole discretion, any loss or damages suffered by a breach of this Agreement by Producer. Seaboard may withhold its payment obligations under this Agreement by withholding any amount equal to the alleged losses or damages from any amounts due and owing to Producer under this Agreement. Such right of offset shall expressly extend to any damages or losses incurred by Seaboard due to Producer's failure to loadout the appropriate Butcher Hogs; and/or
- (v) Exercise any and all other rights or remedies which Seaboard may have, at law or in equity, under this Agreement, by reason of Producer's default, including recovery of actual damages, together with any incidental and consequential damages, including attorney fees; and/or
- (vi) The rights and remedies created by this Agreement shall be cumulative and non-exclusive of those to which a party may be entitled at law or in equity, and the right to exercise all such rights and remedies is hereby reserved. The use and availability of one remedy shall not be taken to exclude or waive the right to the use of another.

The termination of this Agreement pursuant to Subsection (i) or (ii) above shall not prejudice any claim for damages that Seaboard may have hereunder on account of such Event of Default or in law or equity.

- (b) Should Seaboard's actions or inactions cause any Event of Default to occur, Producer may exercise any and all rights or remedies which Producer may have, at law or in equity, under this Agreement.
13. **Relationship of Parties.** The parties hereto state that they have not created and do not intend to create by this Agreement, nor shall this Agreement be construed as creating, a joint venture or partnership relationship, or any other such association between the parties. Producer is being contracted with by Seaboard only for the purposes and to the extent set forth herein and Producer's relationship to Seaboard shall, during the term hereof, be that of an independent contractor. Seaboard is interested in the results to be accomplished in the performance of Producer's services hereunder, but Producer shall not be subject to the control or direction of Seaboard as to the details and means by which the results are to be accomplished. It is expressly understood and agreed that neither party hereto may represent itself as being a partner, agent or representative of the other party and nothing herein contained shall be construed as authorizing or permitting either party to create or incur any liability or responsibility on the part of the other party for any debt, engagement, or default. Producer and his agents and employees shall not be deemed or considered for any purpose as being an employee or agent of Seaboard. Producer shall be fully responsible for all of his own agents, employees and subcontractors and shall provide at Producer's expense such insurance as is customarily required for Producer and Producer's employees and/or agents.
14. **Waiver by Producer.** Producer hereby waives any and all claims, actions, damages or other expense of whatever kind or nature against Seaboard for loss or damage to Producer and/or Producer's property caused directly or indirectly by the Swine, including but not limited to any claims based on environmental damage to the Land or Producer's other real property.
15. **Indemnity by Producer.** Producer hereby agrees to, at all times, indemnify and hold Seaboard, its parent, subsidiaries and affiliates, and each of their respective officers, shareholders, directors and employees, wholly harmless from and against any and all losses, costs, expenses, damages, liabilities, claims, actions, suits and judgments (including, among other things and without limitation, court costs and reasonable attorney fees and expenses incurred in connection therewith) of any nature whatsoever suffered or incurred from time to time by any of the aforesaid indemnified parties as a result of acts or omissions of Producer, its employees or agents in the performance or non-performance of Producer's duties, representations, warranties or covenants contained herein, and as a result of any violation or alleged violation by Producer of any local, state or federal law or regulation, including but not limited to those pertaining to environmental, employment, workplace safety, equal opportunity, taxation, Occupational Safety and Health Act, public health or animal production matters.
16. **Insurance and Casualties.**
- (a) In addition to such insurance as may be required by law, the Producer shall obtain and keep in force all insurance required under this Section. The Producer shall furnish to Seaboard a certificate(s) of insurance in ACORD form, reasonably acceptable to Seaboard which clearly indicates the coverage's required herein have been obtained. Certificates will indicate that no modification or material change in coverage shall be made without thirty (30) days' written advance notice to the certificate holder. Certificates shall be provided no later than five (5) business days prior to any subsequent renewal. Seaboard shall have the right to procure (at Producer's expense) any insurance which Producer fails to procure.

Certificates will, at a minimum, provide evidence of the following:

- (i) Workers compensation insurance for all employees of the Producer, as required under state law(s), including Employers' Liability in an amount not less than \$500,000. If not required by State law to carry worker's compensation Producer may carry Farm employer's liability in an amount not less than \$500,000 and Farm employee's medical payments coverage in an amount not less than \$10,000.
- (ii) Property insurance on an all-risks type policy using a replacement cost basis with adequate limits to repair and or replace any damaged property. Such insurance shall include business interruption coverage with six (6) months coverage and other coverage's which may from time to time be reasonably required by Seaboard.
- (iii) Public liability insurance on a comprehensive basis, including contractual liability to cover the Producer's premises and operations in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage can be satisfied under a commercial general liability or Farm liability coverage form.
- (iv) Automobile liability insurance covering all owned, non-owned and hired vehicles (including ground or mobile equipment licensed for road use) used in connection with this agreement, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State in which the Facilities are located with the following qualifications: The company must be rated no less than "A-" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Insurance Guide published by A.M. Best Company or equivalent rating organization reasonably acceptable to Seaboard. Seaboard shall be named as an additional insured on the coverage's described in Subsections (ii)-(iv) above. All insurance policies required in Subsections (i) through (iv) above shall contain a waiver of subrogation clause with respect to any claims against Seaboard.

- (b) In the event the Facilities or any part thereof are damaged by fire, tornado or other perils covered by the insurance Producer is required to maintain pursuant to Subsection 16(a) above, Producer shall give prompt written notice thereof to Seaboard. In case the Facilities shall be so damaged that substantial alteration or reconstruction of the Facilities shall, in Seaboard's reasonable opinion, be required, Producer agrees to forthwith repair the same in a reasonable and expeditious manner. In the event the damage to the Facilities is such that performance by Producer hereunder is materially impaired, as determined by Seaboard in its reasonable discretion, then Seaboard shall have the right to remove the Swine from the Facilities, and Producer's performance hereunder shall be suspended until such time as the repairs to the Facilities have been completed. In the event of any such suspension, the Payments payable by Seaboard pursuant to Section 10 of this Agreement shall be suspended until such time as Swine have been placed at the Facilities, and the Term shall be extended by the duration of the suspended performance.
- (c) Failure of Producer to routinely test and maintain in proper working order the alarm system and curtain drops shall, in addition to being an Event of Default:

- (i) entitle Seaboard, at its option, to pay for such equipment and its installation and ongoing maintenance and deduct the costs associated therewith from subsequent Payments due and owing to Producer, and/or;
 - (ii) entitle Seaboard to purchase additional insurance to cover loss in such circumstances at rates and on terms acceptable to Seaboard insuring the Swine for loss in an amount no less than their full insurable value at market weight (with Seaboard as loss payee), and to deduct the costs associated with such additional insurance from subsequent Payments due and owing Producer.
- 17. **Inspections.** Producer specifically agrees that at all times during this Agreement, Seaboard, its agent(s), employees and representatives shall have the absolute and irrevocable right to enter upon the Land and the Facilities to inspect the Producer's Swine operations, or any records in connection therewith, for the purpose of confirming Producer's compliance with all terms, duties and obligations under this Agreement. Seaboard may conduct such inspections with or without prior notice to the Producer.
- 18. **Seaboard Assistance.**
 - (a) Seaboard does not, in any way, warrant its assistance provided hereunder, and the Producer acknowledges that Seaboard and its officers, directors, employees, agents and affiliates shall not be liable, responsible or accountable for damage or loss of any type suffered by Producer or any third party as a result of providing such assistance, or for any act, omission or error in judgment performed, omitted or made by it or them in providing such assistance, provided that such act, omission or error in judgment does not constitute fraud or willful misconduct. IN PROVIDING SUCH ASSISTANCE HEREUNDER, SEABOARD WILL NOT BE RESPONSIBLE FOR GENERAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT PRODUCER OR ANY THIRD PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF PROVIDING SUCH ASSISTANCE OR ASSISTANCE NOT GIVEN.
 - (b) Producer shall indemnify and hold harmless Seaboard and its parent, officers, directors, employees, agents and affiliates and their shareholders, officers, directors and employees from and against any and all loss, expense, damage or injuries suffered, sustained or incurred by it or them arising out of any actual or threatened action, suit, proceeding, fine, penalty, or liability of whatever nature which may arise out of or in any way relate to the design, construction and operation of the Facilities, or the performance by Seaboard of any assistance pursuant to Section 18 of this Agreement. The foregoing indemnification shall not apply if Seaboard is adjudged to be guilty of fraud or willful misconduct.
- 19. **Right of First Refusal Upon Sale.** For the duration of the Initial Term and any Renewal Terms, Seaboard shall have the "Right of First Refusal" to purchase the Land and Facilities together with the associated Easement Agreements and Right of Way Agreements, along with the transfer or assignment of all associated permits ("Right of First Refusal Property"); provided, however, compliance with this Section shall not be required in the case of a transfer or sale of the Right of First Refusal Property to (a) any of Producer's immediate family members or (b) any entity, directly or indirectly, controlled by, or under common control with, Producer, where "control," "controlling" and "controlled by" shall mean the ownership and control of more than fifty percent (50%) of the outstanding voting securities or interest in capital or profits of any person or entity. The Right of First Refusal may be assigned by Seaboard to an alternative purchaser of Seaboard's choosing. Seaboard, or its assignee, is hereby given the right to match any written, bona fide offer

received by Producer for the sale of the Right of First Refusal Property. Producer must notify Seaboard of such offer in writing and Seaboard must respond in writing to Producer within twenty (20) business days of its intent. Should Seaboard, or its assignee, exercise this Right of First Refusal, both Producer and Seaboard, or its assignee, will execute definitive agreements to effectuate such sale on the terms provided in the bona fide offer. At the closing, Seaboard, or its assignee, shall deliver the purchase consideration to Producer in immediately available funds, and Producer shall deliver the following to Seaboard, or its assignee:

- (a) General Warranty Deed and Bill of Sale conveying good and marketable title to the Right of First Refusal Property, free and clear of all liens, mortgages, security interests and encumbrances, other than Permitted Encumbrances and an assignment of all Permits associated with the Right of First Refusal Property;
- (b) easements on all property on which Producer is spreading effluent in conjunction with its performance of this Agreement as it relates to the Right of First Refusal Property or sufficient assignment of any existing effluent easement agreements and any right-of-way agreements, free and clear of all liens, mortgages, security interests and encumbrances, other than permitted encumbrances;
- (c) at the expense of Seaboard, an ALTA owner's title insurance policy naming Seaboard as the insured, insuring good and marketable title to the real property and easements, as set forth in Subsections (a) and (b) above, only containing such exceptions to coverage as are generally contained in a Policy of Title Insurance for the State in which the Facilities are located, as Seaboard shall reasonably approve;
- (d) an executed Asset Purchase Agreement containing such representations and warranties and other provisions typical in contracts for the purchase of pork production facilities, including by way of illustration, but not limited to, provisions titled as shown on Exhibit D hereto; and
- (e) such other documents and instruments as Seaboard shall reasonably require in order to consummate the transaction. All such documents shall be in such forms as the Parties shall reasonably agree upon.

20. **Binding Arbitration.**

- (a) The parties do hereby expressly agree to submit any and all controversies, disputes or claims involving an aggregate amount of \$250,000 or less, arising out of or in connection with this Agreement to final and binding arbitration in the greater Kansas City, Missouri, metropolitan area in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties within thirty (30) days after the date of submission of the dispute to binding arbitration. If the parties are unable to agree upon the arbitrator, either party may request the AAA to select the arbitrator who shall be knowledgeable and experienced in agricultural economics or swine production and marketing. The arbitrator may hear and determine any issue of law asserted by a party as dispositive, to the same extent that a court could hear and determine a motion for summary disposition. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, which

determination shall be conclusive. Any decision by an arbitrator or arbitration panel appointed by the AAA in accordance with such rules shall be final and binding upon the parties hereto, and judgment upon such decision or award may be entered in any judicial court of competent jurisdiction. The award of the arbitrator shall be in writing and shall include a reasoned opinion. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.

DISCLOSURE REGARDING ARBITRATION:

PRODUCER HAS THE RIGHT TO DECLINE TO BE BOUND BY THIS ARBITRATION PROVISION BY INDICATING THAT DECISION ON THE SIGNATURE PAGE OF THIS AGREEMENT WHERE INDICATED.

*If Producer declines to be bound by this arbitration clause, any dispute will be resolved in the **FEDERAL JUDICIAL DISTRICT** in which the principal part of the performance of this Agreement takes place.*

*If Producer accepts the arbitration provisions by signing where indicated on the signature page below, all disputes between Producer and Seaboard relating in any way to this Agreement will be resolved by **BINDING ARBITRATION**.*

- *Producer's rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** by a judge or jury.*
- *Arbitrator decisions are as enforceable as any court order, but are subject to **VERY LIMITED REVIEW BY A COURT**.*
- *Producer will be responsible for **HALF OF THE ARBITRATOR'S AND ADMINISTRATIVE FEES**. These fees are **HIGHER THAN COURT COSTS** in litigation.*
- *Producer and Seaboard will each be responsible for **THEIR RESPECTIVE COSTS AND EXPENSES**, which may include filing fees, travel expenses, out-of-pocket expenses such as copying and telephone, witness fees, and attorneys' fees. Because the procedures are simpler and the process is usually faster, attorneys' fees and other costs of arbitration may be **LOWER THAN LITIGATION COSTS**.*

FOR MORE INFORMATION on the arbitration process, visit the website of the American Arbitration Association at www.adr.org.

- (b) In the event of any dispute arising out of or in connection with this Agreement involving an aggregate amount in excess of \$250,000 (a "Non-Arbitral Dispute"), the parties shall litigate such dispute in a non-jury trial brought in a court of competent jurisdiction sitting in the State in which the Facilities are located. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH A NON-ARBITRAL DISPUTE. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AND THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS. THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20(b).

21. **Liens and Mortgages.** From time to time during the term hereof, Producer may, with Seaboard's prior written consent (which consent shall not be unreasonably withheld), execute one or more mortgages or security agreements in favor of third parties, granting a mortgage covering the Land or a security interest in and to the equipment located thereon. Within ten (10) days after the execution of any such mortgage or security agreement, Producer shall furnish a copy thereof to Seaboard. Producer also agrees that any existing mortgages on all effluent easement properties related to the Facilities have been and all future mortgages will be subordinated to the Producer's effluent easement.
22. **Waiver of Default.** No waiver by either party of any default by the other party shall operate as a waiver of any other default or of the same default on a future occasion.
23. **Amendment and Modification.** This Agreement is binding on the heirs, executors, successors and permitted assigns of the parties. Except as otherwise stated herein, this Agreement cannot be amended or modified except in a writing executed by both parties hereto.
24. **Subject Headings.** The headings used in this Agreement are inserted for reference purposes only and constitute neither a portion of this Agreement nor in any manner affect the meaning or interpretation of the provisions of this Agreement.
25. **Assignments.** This Agreement shall not be assignable by Producer without the express prior written consent of Seaboard (which consent shall not be unreasonably withheld), except that Producer may assign or pledge this Agreement to a lending institution in connection with Producer's financing of the Facilities. Seaboard may assign this Agreement in whole or in part without obtaining Producer's consent, provided that no such assignment shall relieve Seaboard of its obligations hereunder. Any attempted assignment by Producer contrary to this subparagraph shall be void and of no effect. Nothing in this Agreement, express or implied, is intended to convey upon any person, other than the parties hereto, and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
26. **Survival of Representations and Warranties.** All covenants, agreements, representations and warranties made in this Agreement by either party shall be deemed to be material and to have been relied upon by Producer or Seaboard, as the case may be, and shall survive the making of this Agreement and the closing thereof, without the necessity of any other document being delivered, for a period of six (6) months.
27. **Applicable Law, Binding Effect.** This Agreement shall in all respects be construed in accordance with and governed by the laws of the State in which the Facilities are located. This Agreement shall inure to the benefit of and be binding upon Producer and Seaboard and their respective successors and assigns.

28. **Notices.** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed given when delivered by hand, or on the third day after mailing, if mailed postage-prepaid (registered or certified mail, return receipt requested), addressed as follows, until such time as some other address shall have been given in writing to the other party in a manner complying with the requirements of this paragraph:

If to Producer:

[REDACTED]
[REDACTED]
[REDACTED]
Livermore, Iowa 50558

If to Seaboard:

Seaboard Foods of Iowa, LLC
Attn: President
9000 West 67th Street, Suite 200
Shawnee Mission, Kansas 66202

with a copy to:

Seaboard Corporation
Attn: Legal Affairs
9000 West 67th Street, Suite 300
Shawnee Mission, Kansas 66202

29. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision(s) in this Agreement; but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the parties hereto with regard to the subject of this Agreement, and there are no other agreements or understandings, oral or written, between the parties hereto with respect to this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but the several counterparts shall constitute but one and the same Agreement.
31. **Force Majeure.** Except as is otherwise expressly provided herein, neither Seaboard nor Producer shall be responsible or liable for any failure of performance under this Agreement when such non-performance or failure to perform is due to any cause directly or indirectly rendering such performance impossible or commercially impracticable, including but not limited to acts of God, floods, fires, explosions, storms, strikes, lockouts, work stoppages, slowdowns, boycotts, picketing or other industrial disturbances, wars, or any law, regulation, rule or action of any court or instrumentality of the Federal or any state government, or any event which impairs or prohibits the production or marketing of pork and pork products, or any other cause or causes beyond their reasonable control, whether or not the kind herein enumerated or otherwise, and which by the exercise of due diligence, such party is unable to prevent or overcome, provided only that the same is not willfully done or brought about for the purpose of excusing failure or omission to perform under this Agreement by such party. In the event of being rendered unable to perform, in whole or in part, in accordance with this paragraph, the affected party shall give notice in writing of the full particulars of such force majeure, as defined in this paragraph, to the other party as soon as possible after the occurrence of such cause relied upon, and the obligations of the affected party pursuant hereto shall be suspended during the continuance of any inability so caused until such time as the cause shall be remedied or otherwise removed.

32. **Equal Opportunity.** Seaboard Foods of Iowa, LLC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
33. **RIGHT TO CANCEL.** PRODUCER SHALL HAVE THE RIGHT AND OPTION TO CANCEL THIS AGREEMENT BY SENDING A WRITTEN NOTICE OF CANCELLATION TO SEABOARD AT THE ADDRESS AND IN THE MANNER SET FORTH IN SECTION 28 ABOVE, WITHIN THREE (3) BUSINESS DAYS AFTER EXECUTION OF THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[Redacted], an Iowa
limited liability company

By: [Redacted]

Title: owner

Date: 3-27-19

SEABOARD FOODS OF IOWA, LLC, a
Delaware limited liability company

By: [Redacted]

Title: President & CEO

Date: 4/24/2019

Right to Decline Arbitration. A poultry grower, livestock producer or swine production contract grower has the right to decline to be bound by the arbitration provisions set forth in this agreement. A poultry grower, livestock producer or swine production contract grower shall indicate whether or not it desires to be bound by the arbitration provisions by signing one of the following statements; failure to choose an option will be treated as if the poultry grower, livestock producer or swine production contract grower declined to be bound by the arbitration provisions set forth in this Agreement.

I decline to be bound by the arbitration provisions set forth in this Agreement

I accept the arbitration provisions as set forth in this Agreement

By: [Redacted]

Name: [Redacted]

Title: owner

EXHIBIT A

Real Property Description - "Land"

A parcel of land located in Section 14, Township 93N, Range 28W of Humboldt County, State of Iowa.

2602 120th Street, Livermore, Iowa 50558

EXHIBIT B

Recommended Management Practices

1. Control of rodents and flies in and around the Facilities.
2. Observe every pig every day for health and performance. Medicate sick or injured pigs in accordance with Seaboard's instructions and recommendations provided by Seaboard.
3. Maintain proper sanitation and minimal disease procedures in accordance with the Seaboard Biosecurity Program.
4. Inspect each feeder daily and properly maintain and adjust such feeders in accordance with Seaboard's instructions.
5. Daily logging of neat, accurate and timely records as required by Seaboard.
6. Conduct routine maintenance and repair of Facilities as needed. In addition, apply preventative maintenance procedures in accordance with Seaboard's preventative maintenance program.
7. Provide the correct environment for the pigs by use of supplemental heat if required and proper ventilation rates in accordance with Seaboard's instructions.
8. Daily inspection of all waterers to ensure proper working order.
9. Timely ordering of feed in accordance with Seaboard's instructions.
10. Keep cats, dogs and unauthorized personnel out of the Facilities at all times.
11. Comply with all aspects of Seaboard's Biosecurity Program.
12. Shut off all feeders prior to load-out of hogs from buildings in accordance with Seaboard's instructions.
13. Comply with all aspects of Seaboard's production procedures as supplied to Producer and amended from time to time. Such production procedures would include items such as culling procedures, feeder adjustments, dead carcass disposal procedures, feed shut off procedures, antibiotic withdrawal guidelines, animal handling guidelines, etc.
14. Monitor all hogs during any adverse conditions, whether during day or night, to ensure the safety and health of Swine and to ensure that Swine have adequate feed, water, medication and proper ventilation at all times. Such adverse conditions may include, but not be limited to, extreme temperatures, storms, power outages, mechanical failure and property damage.
15. Pork Quality Assurance Plus (PQA Plus[®]) certification is required for all employees and caretakers of the Swine.

EXHIBIT C

Animal Handling Practices

1. Zero-tolerance policy has been implemented for improper animal handling practices, which includes disciplinary action for violations of animal handling practices.
2. No manual blunt force trauma is allowed to euthanize pigs as a primary method of euthanasia.
3. Appropriate antiseptic/analgesic treatment shall be administered topically to pigs in connection with castration and tail docking to reduce any discomfort and to prevent infection.
4. Producer will allow the National Pork Board's common industry audit to be conducted by a third party auditor, provided the third party auditor complies with Producer's biosecurity requirements.
5. Use of electric prodding devices is forbidden. Rattle cans and sort boards may be used.
6. Pigs are to be driven in small, manageable groups that promote safe and humane handling.
7. Do not slap or strike pigs. Use of canvas slappers is forbidden.
8. Do not drag or push animals that are not able to walk. Animals that are unable to walk should be humanely euthanized.
9. Live animals are not to be dragged or pulled using a snare or other mechanical device.
10. Animals should only be driven on slip resistant flooring. Load chutes or any surface that pigs traverse should not exceed an incline of 30 degrees from horizontal.
11. Animals should have enough room to lie down while being transported.
12. Producer will only use truckers who have met all requirements and are certified in the National Pork Board's Trucker Quality Assurance Program.

The parties hereto may mutually agree to amend animal handling and abuse guidelines to address specific situations and to protect animal health and welfare.

EXHIBIT D

Purchase Agreement Provisions Recitals Terms of Transaction

Assets. The Real Property; the Improvements; the Equipment; the Inventory; the Assumed Contracts; the Records; the Intellectual Property.

No Liabilities Assumed.

REPRESENTATIONS AND WARRANTIES OF PRODUCER

Authorization for Agreement. The Agreement will be duly authorized by all necessary corporate action of Producer and is a valid, binding and enforceable obligation of Producer.

Seller Organization; Authority. Producer is a validly formed and existing entity with right, power and authority to operate, sell and assign its assets.

Title to Assets. Producer has good and marketable title to the assets, the real property is properly zoned and free of encroachments, and all easements and permits necessary to operate Producer's business have been obtained.

Condition of the Assets. Good operating condition free from defects and merchantable or operable in the normal course of business, including water rights and Effluent Easements.

Contracts and Commitments. No collective bargaining agreements, no excessive purchase and sale commitments, no commitments to third parties regarding any Permits or water rights.

Consents. All contractual consents required for Producer to sell the assets which will be acquired.

Litigation or Compliance with Laws. There shall be no pending litigation or non-compliance with laws other than as disclosed to Seaboard.

Insurance. The assets and Producer's business are adequately insured.

Intangible Properties. Producer has full rights to all intangible properties and is not violating any intellectual property rights of third parties.

No Approvals; Permits. No permits or approvals are required to operate or sell the assets or the business of Producer.

Books and Records. All entries are true and in compliance with GAAP, consistently applied.

Employment Matters. No threatened strike, walkout or work stoppage for five years, no collective bargaining or other union recognition, employees are at will.

Environmental Conditions. There will be representations and warranties that Producer is and has been in compliance with all federal, state and local environmental laws, and that the real property is free from contamination, release or other potential environmental liability.

No Brokers. Producer has not hired any person or firm to act as broker or agent for the sale.

Disclosure. No untrue statement in the agreement.

COVENANTS OF SELLER PENDING CLOSING

Full Access.

Inspections (including an environmental audit).

Actions Pending Closing.

- (a) The Business and operation of the Assets will be carried on diligently;
- (b) All tangible Assets will not be used, operated, maintained or repaired in other than the ordinary course of business, consistent with past practices;
- (c) Seller will not cause a breach of any Assumed Contract;
- (d) Seller will not maintain its books, accounts and records in any manner other than the usual, regular and ordinary manner, on a basis consistent with prior years;
- (e) Seller will timely file all tax returns and reports.

U.C.C. Search.

Title Examination: Surveys.

Permits.

Cooperation After Closing.

ADDITIONAL AGREEMENTS

Public Information.

Confidentiality.

Further Assurances.

Compliance.

Employees.

Records.

Casualty.

Condemnation.

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Compliance with Agreement. All obligations under the agreement shall have been met.

Accuracy of Representations and Warranties. Shall be true, complete and correct as of closing.

Certificate. Shall state the authorized officers to execute the agreement.

Deeds; Bill of Sale. All appropriate ancillary transfer documents shall be executed by Producer.

Opinion of Counsel. Stating absence of litigation, validity of organization and existence, authority to enter agreement, binding obligation of agreement.

Title Insurance. An owner's ALTA title policy for the entire fair market value of all real estate shall be issued in Seaboard's favor at Producer's expense.

Clear Title, Release of Liens. Buyer shall be satisfied in the rights transferred in all property.

No Material Change in business pending closing.

Consents. All necessary consents shall be obtained.

No Litigation. No litigation not disclosed in the agreement shall arise.

Assignment of Assumed Contracts. All contracts shall be validly assigned.

Permits. All permits to operate the business shall be assigned to Seaboard.

Delivery of Organizational Documents and Authorizations. Resolutions of Producer authorizing the transaction.

Due Diligence. Seaboard shall be satisfied with the results of its due diligence.

INDEMNIFICATION

Seller's Indemnification. Producer shall indemnify Seaboard for any violation or breach of representations and warranties, failure to perform any covenant or any claims or causes of action.

Special Hazardous Substances Indemnity. Producer shall provide extensive indemnities to Seaboard for any violations of environmental laws, exposures, releases or other environmental issues or conditions occurring before the transfer of the real property.

Procedure for Claiming and Paying Indemnity.

Survival. All representations, warranties and indemnities shall survive the closing of the agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G3 Insurance Services, LLC 9 Plaza Drive, Suite 5 Clear Lake IA 50428		CONTACT NAME: Nicholas Garman PHONE (A/C, No, Ext): (641) 357-2455 FAX (A/C, No): (641) 357-2456 E-MAIL ADDRESS: ngarman@g3ins.com	
INSURED [REDACTED] 2642 120TH ST LIVERMORE IA 50558		INSURER(S) AFFORDING COVERAGE INSURER A: SECURA INSURER B: AutoOwners INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM LIABILITY <input checked="" type="checkbox"/> FARM EMPLOYERS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	FP 329 8317	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COM/OP AGG \$ 1000000 FARM EMPLOYEE MEH \$ 10000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	39095315	04/14/2019	04/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FP 329 8318	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEABOARD FOODS OF IOWA IS LISTED AS AN ADDITIONAL INSURED. SEABOARD FOODS OF IOWA IS GRANTED A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER**CANCELLATION**

SEABOARD FOODS OF IOWA 301 ALEXANDER AVE, SUITE B AMES, IA 50010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas Garman</i>
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