

Poultry Partnership Agreement

Brazil

Under the present instrument of Poultry Partnership, from one side the company

[name of the company],

with its head office in the City of _____, CGCMF (General Taxpayer Roll) number _____, state record number _____, with its constitutional acts registered at the Chamber of Commerce of the State of _____, with number _____, date _____, limited company of open capital, legal entity of private right, under the condition of owner of breeding poultry, ration, medicine, and inputs, herein named COMPANY, by its legal representatives undersigned,

and from the other side

of marital status _____, of _____ nationality, with address _____, registered with CPF/CGC MF (federal taxpayer number) _____, undersigned, henceforth, named PARTNER BREEDER,

have agreed the present POULTRY PARTNERSHIP AGREEMENT, which shall be ruled by article 1416 and shall follow the Brazilian civil code under the following conditions and clauses:

FIRST CLAUSE

The COMPANY shall deliver to the PARTNER BREEDER: chicks of one day to be bred and terminated in property of the later. The COMPANY is responsible for this end with the necessary ration and medicine for poultry breeding and stocking. When the parcel ends, if remains of ration or medicine are noticed in the delivery, all the remains shall be returned to the COMPANY, who is authorized henceforth to enter the PARTNER BREEDER's property for loading.

SECOND CLAUSE

The PARTNER BREEDER shall grant the necessary and indispensable caution for the breeding and termination of poultry, and shall have access to technical assistance from COMPANY, through specialized and certified technicians; it may still have access to orientation regarding poultry termination, concerning the facilities as much as the management and sanitary conditions to be observed, aiming at the best result.

THIRD CLAUSE

Once the period of poultry breeding and stocking is completed, respecting the sharing criteria established below, the part that belongs to the COMPANY shall be returned by the PARTNER BREEDER, which transport shall be the responsibility of the former.

FOURTH CLAUSE

From the result obtained from the poultry termination, the PARTNER BREEDER shall have the right, for the purpose of participation in the Partnership, to a percentage of live poultry produced over the total in kilos, which shall vary according to the table used for this end, of which both PARTNERS expressly declare, by means of this instrument, having plain knowledge.

The PARTNER BREEDER shall grant the necessary and indispensable caution for the breeding and termination of poultry, adopting for this purpose, the best recommended technical procedures, being granted with a search, without any burden, with the Department for Funding of the COMPANY, of technical and veterinary orientation that it is granted for its own breeding.

FIFTH CLAUSE

After the definition of the share, the PARTNER BREEDER shall be free to sell its part to whoever may be of his interest, and which he may use in any way he wishes.

SIXTH CLAUSE

The expenses related to the services of poultry treatment, heating, and breeding are of exclusive responsibility of the PARTNER BREEDER, which commits to provide all the necessary labor, his, or of third parties, responding for the social and, or, labor duties prescribed by the law.

SEVENTH CLAUSE

The COMPANY is permitted to accompany and oversee, every time he considers necessary, the poultry breeding and stocking, including guaranteed free and permanent access to the facilities which the poultry is being terminated.

EIGHTH CLAUSE

In case of mortality of poultry which is being bred, the PARTNER BREEDER shall notify the fact to the COMPANY which may proceed towards examination, diagnosis, and technical measurements judged necessary.

NINTH CLAUSE

The eventual deficiency in the poultry's management, the non-compliance of the technical rules, the inappropriate use of ration and medicine supplied by COMPANY, or the infringement of any other disposition, contained in the previous clauses, is a reason for this agreement's rescission.

TENTH CLAUSE

The PARTNER BREEDER (owner) authorizes the COMPANY, to acquire bank funding based on the M.C.R. (Manual of Rural Credit) - 2.1.6., for the acquisition of necessary inputs to the flocks' maintenance, object of clause first, being the referred funding under

the sole and exclusive responsibility of the COMPANY S.A. (limited company), until its total liquidation, being able, in this period, to stay in the property of the partner breeder of the mentioned flocks.

ELEVENTH CLAUSE

The term of the present agreement is undefined and may be rescinded by either party, with previous notice of 60 days.

TWELFTH CLAUSE

Compliant to the legal dispositions, the conservation of the natural resources and the social and economical protection of the partner are assured, according to article 13 of Decree number 59.566/66, of 11/14/66.

THIRTEENTH CLAUSE

The Venue of the Judicial District of _____ is elected for any action based in this agreement.

And, thus, by being just and having agreed the parties sign the present agreement in three copies of equal form and value, in front of two witnesses, the third copy forwarded to the Registry Office of Deeds and Documents for appropriate recording.

_____ (Place), _____ (Month and Day), ____ (Year)

Testimonies

1. _____
 2. _____

PARTNER BREEDER

CHART 1 - Remuneration Table (Agreement 3) (Cr\$ (Brazilian Cruzeiros) of May, 1991)

| | | | | | | |
|--|------------|--------|--------|--------|--------|-------|
| CONVERTED WEIGHT | 1.300 | 1.325 | 1.350 | 1.375 | 1.400 | |
| 1.80 | 3348543966 | 353848 | 363727 | 373606 | 383485 | |
| MORE NUMBERS (See Document in Original Language) | | | | | | |

CHART 2 - Food Conversion Table

| | | | |
|--|-------|---------|-------|
| CONVERSION | Males | Females | Mixed |
| 1.80 | 13,60 | 14,45 | 14,03 |
| MORE NUMBERS (See Document in Original Language) | | | |