

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR FRANKLIN COUNTY

TYSON FRESH MEATS, INC., a  
Delaware corporation,

Plaintiff,

v.

EASTERDAY RANCHES, INC., , a  
Washington corporation,

Defendant.

No. 21- 21-2-50034-11

COMPLAINT FOR APPOINTMENT OF  
RECEIVER AND OTHER RELIEF

Plaintiff Tyson Fresh Meats, Inc., a Delaware corporation ("Plaintiff" or "Tyson"),  
alleges as follows:

**Venue**

1. Venue is proper in Franklin County pursuant to RCW 4.12.010(2), because  
this action involves among other things possession or title to real and personal property  
located in Franklin County, including without limitation the real property identified on

COMPLAINT – 1

150560905.2

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101  
Phone: 206.359.8000  
Fax: 206.359.9000

1 Exhibit B hereto (the "Real Property"); pursuant to RCW 4.12.020(3), because the cause of  
2 action arose primarily in Franklin County; and pursuant to RCW 4.12.020(3), because the  
3 defendant resides in and has its principal place of business located in Franklin County.  
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#### 6 **The Parties**

7  
8 2. Plaintiff is a Delaware corporation that is a wholly owned subsidiary of  
9 Tyson Foods, Inc., a member of the New York Stock Exchange. Plaintiff is based in Dakota  
10 Dunes, S.D. and is a leading supplier of fresh beef and pork and case-ready ground beef and  
11 pork products. Plaintiff currently operates a number of beef plants, including one in Pasco,  
12 Washington.  
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15 3. Defendant Easterday Ranches, Inc. ("Defendant" or "Easterday Ranches") is  
16 a Washington corporation that for years has operated feed lots and grow yards located on the  
17 Real Property in Franklin County.  
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#### 20 **The Contractual Relationship**

21 4. Plaintiff and Defendant have a long term business relationship dating back a  
22 number of years. On or about February 20, 2017, Plaintiff and Defendant entered into a  
23 Cattle Feeding Agreement whereby Defendant agreed to house cattle owned by Plaintiff on  
24 Defendant's feedlots and grow yards located in Franklin County, and to provide cattle  
25 feeding and other services for the benefit of Plaintiff and its cattle (a form of the original  
26 Cattle Feeding Agreement is attached to this complaint as Exhibit A). The term of such  
27 Cattle Feeding Agreement was extended through August 20, 2021, by Amendment to Cattle  
28 Feeding Agreement, dated August 17, 2020. As used herein, "Cattle Feeding Agreement"  
29 refers to such agreement as amended prior to the date hereof.  
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32 5. Under the Cattle Feeding Agreement, Defendant purchases cattle on  
33 Plaintiff's behalf, submits invoices, and is reimbursed for such purchases. Thereafter,  
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1 Plaintiff reimburses Defendant for feed and other costs associated with maintenance and  
2 growth of the cattle. When the cattle are ready for market, they are delivered to Plaintiff's  
3 processing plants, generally in Pasco, whereupon Defendant is paid market value for the  
4 cattle less the costs paid for by Plaintiff, interest on those amounts, and other agreed upon  
5 adjustments.  
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10 6. As of October 3, 2020, the end of Plaintiff's fiscal year, Plaintiff's accounting  
11 records showed the total inventory associated with Defendant was approximately 286,000  
12 head of cattle at a value of \$321,000,000.  
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### 16 The Fraud

17 7. In late November and early December 2020, Plaintiff discovered that its and  
18 Defendant's inventory records relating to Defendant's operations were significantly in error.  
19 Its investigation, including the admissions of Defendant's President Cody Easterday,  
20 showed there were over 200,000 head of cattle that Defendant reported to be in inventory  
21 but which did not exist.  
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28 8. Over the last several years, Defendant has submitted false invoices to  
29 Plaintiff for reimbursement, identifying cattle that did not exist; has requested and received  
30 reimbursement from Plaintiff for feed that was not in fact purchased; has submitted fictitious  
31 inventory records to Plaintiff; and has otherwise schemed to defraud Plaintiff in a way that  
32 has caused Plaintiff losses of in excess of \$225,000,000.  
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38 9. In meetings with Plaintiff's representatives, Defendant's President Cody  
39 Easterday admitted to the fraudulent scheme, and has explained that he concocted the  
40 scheme in order to offset over \$200 million in losses he incurred in the commodities trading  
41 markets.  
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1           10.     Notwithstanding the fraudulent scheme, it appears approximately 54,000  
2 Tyson Cattle are in fact still located on Defendant's feedlots and grow yards, and actually do  
3 exist. Those cattle are of various ages and various weights, most not yet ready for market.  
4 Those cattle require continued feeding, maintenance, and other care on a daily basis, or their  
5 value will quickly and dramatically deteriorate.  
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10           11.     After initially cooperating with Plaintiff in its investigation of the fraud,  
11 Mr. Easterday and Defendant have now changed course. On Friday, January 22, 2021,  
12 Mr. Easterday and Peter Richter (Defendant's financial advisor) advised Tyson that  
13 Easterday Ranches intended to sell its "North Lot"—a feedlot and one of Easterday  
14 Ranches' most valuable assets—within the next few days and dissipate the proceeds  
15 (possibly to insiders and affiliates of Mr. Easterday).  
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22                     **First Cause of Action - Breach of Contract and Forfeiture**  
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24           12.     Plaintiff realleges and incorporates by reference, as if fully set forth herein,  
25 the allegations in Paragraphs 1 through 11 above.  
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27           13.     Defendant has breached and continues to breach the Cattle Feeding  
28 Agreement in numerous ways, including without limitation through its provision of  
29 fraudulent invoices to Plaintiff, its acceptance of payments from Plaintiff resulting from  
30 such fraudulent invoices, its failure to deliver cattle to Plaintiff in accordance with the  
31 agreement, and its failure to maintain in its possession the cattle owned by Plaintiff as  
32 reported to Plaintiff.  
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40           14.     As a direct and proximate result of Defendant's breaches, any interest of  
41 Defendant in the cattle in its possession should be forfeited, and Plaintiff has suffered  
42 damages in an amount to be ascertained, but believed to be in excess of \$225,000,000, plus  
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1 prejudgment interest, attorneys' fees and other costs of collection, and postjudgment  
2 interest.  
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5 **Second Cause of Action - Constructive Trust**  
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7 15. Plaintiff realleges and incorporates by reference, as if fully set forth herein,  
8 the allegations in Paragraphs 1 through 11 above.  
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10 16. To the extent any cattle in the possession of Defendant are not titled in  
11 Plaintiff or owned by Plaintiff, Plaintiff is entitled to a constructive trust over all such cattle,  
12 in that Plaintiff has funded the purchase of such cattle, has funded the feed and other costs of  
13 growing such cattle, is entitled to ownership and possession of such cattle under the Cattle  
14 Feeding Agreement, and is entitled to the benefit of its bargain through imposition of a  
15 constructive trust over all such cattle, all for the benefit of Plaintiff.  
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22 **Third Cause of Action - Appointment of Receiver**  
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24 17. Plaintiff realleges and incorporates by reference, as if fully set forth herein,  
25 the allegations in Paragraphs 1 through 11 above.  
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27 18. A receiver is necessary and appropriate under RCW 7.60.025(1)(a) and  
28 RCW 7.60.025(1)(b)(i), in that Defendant has in its possession thousands of head of cattle,  
29 that Plaintiff has an interest in such cattle, and that absent appointment of a receiver such  
30 cattle are in danger of being sold, lost, or materially injured or impaired.  
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37 19. A receiver is necessary and appropriate under RCW 7.60.025(1)(h) in that, to  
38 the extent the cattle in Defendant's possession are not owned by Plaintiff, such cattle are  
39 subject to a constructive trust for the benefit of Plaintiff and are subject to the payment of  
40 amounts owed to Plaintiff by Defendant.  
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1           20.     A receiver is necessary and appropriate under RCW 7.60.025(1)(i) in that  
2 Defendant is in imminent danger of insolvency, if not already hopelessly insolvent, is not  
3 capable of paying its debts as they become due, and should be dissolved.  
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6           21.     A receiver is necessary and appropriate under RCW 7.60.025(1)(p) in that  
7 Defendant's imminent transfer of the North Lot (a feedlot and one of Defendant's most  
8 valuable assets) and dissipation of related proceeds could be subject to avoidance as a  
9 fraudulent transfer.  
10

11           22.     A receiver is necessary and appropriate under RCW 7.60.025(1)(nn) in that  
12 ample justice cannot be secured for the parties, and other parties in interest, absent  
13 appointment of a receiver to maintain control over the assets and properties of Defendant  
14 (including but not limited to the North Lot) and to replace the current management of  
15 Defendant, responsible for the fraudulent and wrongful conduct set forth herein, with  
16 independent management untainted by such fraud and wrongful conduct.  
17

18           23.     A receiver is necessary to take possession of the assets and properties of the  
19 Defendant, to collect its revenues, and to operate and manage the Defendant's business  
20 pending completion of an appropriate marketing process for sale of the Defendant's real and  
21 personal property (including but not limited to the North Lot) upon appropriate Court order.  
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23           24.     Under these circumstances, remedies other than a receivership either are not  
24 available or are inadequate. Only by removing current management of Defendant Easterday  
25 Ranches from their control of Defendant, and replacing management with an independent  
26 receiver, can all creditors and parties in interest have confidence that Defendant's assets will  
27 be managed properly, liquidated appropriately, and distributed in accordance with law.  
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**Fourth Cause of Action - Temporary Restraining Order**

25. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegations in Paragraphs 1 through 11 above.

26. Defendant has admitted its actions were fraudulent and unlawful. Defendant's imminent effort to sell or transfer the North Lot (one of Defendant's most valuable assets) directly affects Plaintiff's rights with respect to the cattle in Defendant's care and control and on Defendant's property, as well as the rights of all other creditors of Defendant. Given Defendant's insolvency, a sale or transfer of the North Lot and dissipation of proceeds would have a material negative impact on the Defendants' creditors. A TRO is necessary to prevent Defendant from dissipating assets to the detriment of Defendant's creditors.

27. Defendant's threatened sale of the North Lot could cause irreparable harm to the Defendant's creditors, while Plaintiff and other creditors are without adequate remedy at law.

WHEREFORE, Plaintiff prays for relief as follows:

1. For appointment of a general receiver to take possession and control of all of the assets and properties of Defendant, to collect its revenues, and to operate and manage the Defendant's business pending completion of an appropriate marketing process for sale of the Defendant's real and personal property upon appropriate Court order.

2. For imposition of a constructive trust over all cattle in the possession of Defendant, to the extent not already owned by Plaintiff and titled in Plaintiff's name.

3. For a temporary restraining order in the event the Court does not immediately appoint a general receiver, that restrains Defendant and its employees, agents, independent contractors, and any other persons and entities associated with, acting on behalf of, or in

1 concert with it from selling, transferring, pledging, or encumbering any assets or property of  
2  
3 Easterday Ranches of any kind or nature whatsoever, whether real or personal, whether  
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5 tangible or intangible, wherever situated or located, and whether presently existing or  
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7 hereafter acquired (including but not limited to the North Lot) outside the ordinary course of  
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9 business.

10 4. For judgment in favor of Plaintiff and against Defendant in an amount to be  
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12 proven at trial, plus prejudgment interest, attorneys' fees and other costs of collection, and  
13  
14 postjudgment interest.  
15

16 5. For such other and further relief as the Court deems just and equitable.  
17

18  
19 DATED: January 24, 2021.

**PERKINS COIE LLP**

20  
21 By: /s/ Alan D. Smith

22 ADSmith@perkinscoie.com  
23 1201 Third Avenue, Suite 4900  
24 Seattle, WA 98101  
25 Telephone: 206.359.8000  
26 Facsimile: 206.359.9000  
27 Attorneys for Plaintiff  
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**EXHIBIT A**  
Cattle Feeding Agreement

See attached.

COMPLAINT – 9

150560905.2

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101  
Phone: 206.359.8000  
Fax: 206.359.9000

## Cattle Feeding Agreement

Tyson Fresh Meats (TFM) hereby enters into this Cattle Feeding Agreement with the producer named below (EASTERDAY RANCHES, INC.), located at:

5235 North Industrial Way  
Pasco, WA 99301

EASTERDAY RANCHES, INC. has requested to have cattle on feed at EASTERDAY RANCHES, INC.'s or EASTERDAY RANCHES, INC.'s affiliate's feedyard that EASTERDAY RANCHES, INC. will manage, and EASTERDAY RANCHES, INC. will provide TFM a return of all invested capital (including interest) plus \$15 per head in accordance with the terms hereof.

By entering into this agreement, EASTERDAY RANCHES, INC. expects to utilize feedyard capacity, charge reasonable costs for managing the feeding and care of the feeder cattle, and keep all profits, if any, above and beyond the amounts returned to TFM pursuant to the settlement mechanisms provided herein.

Notwithstanding, EASTERDAY RANCHES, INC. understands that EASTERDAY RANCHES, INC. is not guaranteed a profit and that EASTERDAY RANCHES, INC. bears the market risk that cattle fed hereunder will not return amounts sufficient to return TFM's invested capital (including interest) plus \$15 per head.

### **Procurement and Volume:**

EASTERDAY RANCHES, INC. will procure feeder cattle into the program and provide feeding space at EASTERDAY RANCHES, INC.'S or EASTERDAY RANCHES, INC.'s affiliate's feedyard for 75,500 to 90,500 head of cattle. The feeding space will be turned approximately twice per year for an annual capacity of approximately 145,000 to 190,500 head. EASTERDAY RANCHES, INC. will feed and manage the cattle to an acceptable finished weight and provide them to TFM's Pasco WA 032 plant for slaughter during the term hereof. **In the event EASTERDAY RANCHES, INC. desires to utilize a third-party feedyard for feeding cattle under this agreement, EASTERDAY RANCHES, INC. must first obtain the written consent of TFM.**

Under no circumstances does TFM expect or want EASTERDAY RANCHES, INC. to place cattle that are not profitable. If at any time EASTERDAY RANCHES, INC. does not believe that EASTERDAY RANCHES, INC. will reach the approximate volume profitably, EASTERDAY RANCHES, INC. must notify TFM cattle procurement so as to allow TFM to make other arrangements. In the event any amount under the agreement is past due and owing by EASTERDAY RANCHES, INC., no additional cattle may be placed with EASTERDAY RANCHES, INC. by TFM.

### **Funding of Cattle**

EASTERDAY RANCHES, INC. will provide TFM supporting documentation in regards to procurement costs of feeder cattle showing the type, weight, kind and lot designation of the feeder cattle EASTERDAY RANCHES, INC. proposes to be purchased and fed pursuant to this agreement, along with reasonably detailed calculation of the estimated breakeven for each lot. TFM shall review the documentation and estimated breakeven calculations and, if TFM reasonably believes that the cattle will be profitable, approve the same. Upon approval, EASTERDAY RANCHES, INC. shall purchase the cattle in accordance with the documentation, and TFM shall reimburse EASTERDAY RANCHES, INC. for the same. Upon reimbursement, EASTERDAY RANCHES, INC. shall, at TFM's request, provide TFM with title documents evidencing TFM's ownership, including but not limited to bills of sale. TFM will track the costs of feeder cattle in TFM's system for purposes of settlement as provided herein. The parties are independent contractors and each is responsible for their own accounts. EASTERDAY RANCHES, INC. will not place or permit any security interest on the cattle fed for TFM under this agreement without the express written consent of TFM.

If any feed provider of EASTERDAY RANCHES, INC. asserts or files any lien or claim against EASTERDAY RANCHES, INC. (or does so after the date of this amendment) as security for feed or other supplies provided to EASTERDAY RANCHES, INC. on credit or otherwise, and which lien or claim could potentially cover the cattle under the agreement, EASTERDAY RANCHES, INC. will provide TFM immediate notice of such lien or claim and all pertinent details related to such lien. If TFM determines that the feed provider has unpaid bills for feed that was provided to cattle under the agreement, TFM can pay such feed bills directly to the feed provider and deduct such amounts from any outstanding feed bills from EASTERDAY RANCHES, INC..

#### **Grow Costs**

EASTERDAY RANCHES, INC. will bill TFM twice monthly (1<sup>st</sup> and 15<sup>th</sup>) the costs associated with growing the cattle to market weight. The bills will be presented to accurately reflect costs by lot of cattle. After TFM receives the bill for feeding and grow costs, TFM will reimburse EASTERDAY RANCHES, INC. for all feeding and grow costs upon review and approval by appropriate TFM management. The exception will be the feed bill for the final month. That feed bill will be included in the calculations of the final settlement. TFM will track such costs in TFM's system for purposes of settlement as provided herein. TFM will be allowed to audit EASTERDAY RANCHES, INC.'s records to confirm the feeding and grow costs, as well as the cost of feeder cattle, and EASTERDAY RANCHES, INC. will keep all such records for a period of at least 2 years.

#### **Cattle Delivery and Market Value**

EASTERDAY RANCHES, INC. and TFM cattle buyers will coordinate the scheduling and delivery of market ready cattle to TFM's LOCATION plant for slaughter. The market value of the cattle shall be determined by TFM's formula. Cattle presented for slaughter will be grouped by EASTERDAY RANCHES, INC. identified lot designation. No individual delivery should contain cattle from more than one individual lot. (A lot must be closed out within 45 days of the first cattle marketed from that lot; undelivered cattle remaining after 45 days shall be purchased from TFM by EASTERDAY RANCHES, INC..)

The market price will not be paid to EASTERDAY RANCHES, INC. but will be used in the calculation of final settlement as shown in the section titled "Settlement and Return on Investment."

#### **Risk Management**

EASTERDAY RANCHES, INC. shall be solely responsible for management of market risks arising hereunder. Any losses resulting from the management of market risk will be the sole responsibility of EASTERDAY RANCHES, INC. and will not be included in the settlement between EASTERDAY RANCHES, INC. and TFM. Notwithstanding, EASTERDAY RANCHES, INC. has the option to use TFM CME contracts, both basis and actual basis, to help manage his risk. If those are used, they will be handled as part of the pricing mechanism, and will be accounted for using normal TFM accounting methods.

#### **Capital Costs**

TFM agrees to fund 100% of the procurement and growing costs of cattle. As such, TFM will incur costs related to this funding. TFM's cost of capital will be the 6-month Libor rate in effect as of the date this agreement is entered plus 400 basis points. This rate will be reviewed and updated every six months thereafter for the term of the agreement. EASTERDAY RANCHES, INC. will include TFM's interest cost as part of each lot's final production cost.

#### **Risk of Loss**

As caretaker of the cattle, EASTERDAY RANCHES, INC. bears all risk of loss due to casualty, death, accident, weather, acts of God or otherwise. For purposes of certainty, the settlement and TFM's return on investment shall include TFM's negotiated profit with respect to any cattle not delivered.

### Settlement and Return on Investment

In consideration of TFM funding the cost of the cattle, along with funding the feed and care of the cattle, EASTERDAY RANCHES, INC. will reimburse TFM all such costs including interest, plus \$15/per head. Within one week after the final head of a lot is delivered to TFM's \_\_\_\_\_ plant, the final settlement on the lot will be calculated, with the settlement being made by either party within five business days. The calculation will be similar to the following examples:

Example #1:

Head in Lot:	500	
Gross Market Value	\$598,000	
Less: Freight	-\$1,500	
Less: Beef Council	-\$500	
Less: Cattle and Grow Cost	<u>-\$570,000</u>	(Includes TFM interest cost)
Net Lot Profit/(Loss)	\$26,000	
Profit/Loss \$/Hd	\$52.00	
TFM Fixed Return	\$15.00	
Settlement	\$37.00/Head or \$18,500	

In example #1, TFM owes EASTERDAY RANCHES, INC. \$37.00 per head or \$18,500. The settlement is to be paid within 5 business days after the settlement amount is determined.

Example #2:

Head in Lot:	500		
Gross Market Value		\$578,000	
Less: Freight		-\$1,500	
Less: Beef Council		-\$500	
Less: EASTERDAY RANCHES, INC. Incurred Cattle Cost and Grow Cost	<u>\$/hd</u>	-\$575,500	
Less: Tyson incurred work in capital interest cost		-\$25.00	-
		<u>\$12,500</u>	
Net Lot Profit/(Loss)		-\$24.00	-
\$12,000			
TFM			Fixed
Return	\$15.00	\$7,500	
Lot Margin Results vs. \$15.00 / hd		-\$39.00	-\$19,500

NET Cash Settlement:

Actual	EASTERDAY RANCHES, INC.	Cattle and Grow	
Cost		\$575,500	
Advance and Grow Cost Payments to EASTERDAY RANCHES, INC.		<u>\$560,500</u>	
Plus: True-up on Gross Cost		\$15,000	
Less: Tyson incurred working capital interest cost		\$12,500	

Less: Tyson paid Freight and Beef Council		\$2,000	
Plus/Minus	Fixed	Lot	Margin
Results	<u>\$19,500</u>		
NET	Settlement	EASTERDAY RANCHES, INC.	owes

Tyson \$19,000

Example #2: EASTERDAY RANCHES, INC. owes TFM \$39.00 per head or \$19,500 on the fixed margin result. The cash settlement would be \$19,000 paid to Tyson Fresh Meats within 5 business days after the settlement amount is determined. The cash settlement reimburses TFM for interest cost, freight/council cost and the guaranteed \$15.00 per head profit.

**Cash Reconciliation:**

Tyson Advances	\$560,500
Tyson paid Cost	\$2,000
Tyson Interest	\$12,500
Money from Settlement	<u>-\$19,000</u>
Cattle cost to TFM	\$556,000
Cattle Value	<u>\$578,000</u>
Cattle Margin	\$22,000
	\$44.00
Cattle Profit	\$15.00
Interest Cost	\$25.00
Paid Cost	<u>\$4.00</u>
	\$44.00

Notwithstanding the settlement calculation, EASTERDAY RANCHES, INC. agrees that, with respect to any amounts owed by TFM to EASTERDAY RANCHES, INC. for feed bills, transport bills or other expenses owed by TFM to EASTERDAY RANCHES, INC. under the terms of this agreement, TFM may set off those amounts against any amounts then owing to TFM from EASTERDAY RANCHES, INC. arising from any lot settlements under the agreement.

**Past Due Amounts:**

Any amount under this agreement that is past due and owing by EASTERDAY RANCHES, INC. for more than 30 days shall accrue interest at the per annum rate of 15 percent, and any amount that is past due and owing for more than 60 days shall accrue interest at the per annum rate of 18 percent. Notwithstanding, if the applicable interest rate pertaining to any balance under this agreement is deemed by a court of competent jurisdiction to be unenforceable, interest shall accrue at the highest rate allowed under applicable law.

**Contract Duration**

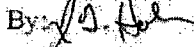
This agreement can be terminated by either party at any time during the term (as defined below) by providing the other party written notice of termination. In the event a party provides such written termination notice hereunder and cattle are still being fed under the terms of this agreement, the parties agree that such cattle will continue to be fed, delivered and paid for under the terms of this agreement; however, no additional cattle will be placed on feed after receipt of such notice. The parties agree that EASTERDAY RANCHES, INC. shall not place any new feeder cattle under this agreement later than three (3) years from the date last written below unless otherwise permitted by the parties in a subsequent writing. Notwithstanding the above, if

there is any federal, state or local law or regulation which prohibits the feeding of cattle pursuant to the terms of this agreement, as determined by TFM, then this agreement can be terminated immediately by TFM and TFM will be repaid for any feeder cattle and growing costs it has advanced to EASTERDAY RANCHES, INC. for cattle still being fed.

[Signature page immediately follows.]

In witness whereof, the parties have signed this agreement as of the date indicated below.

TYSON FRESH MEATS, INC.  
[EASTERDAY RANCHES, INC.]

By:   
Title: Director Cattle Program

Date: 2/20/17

EASTERDAY RANCHES, INC.

By:   
Title: President

Date: 2/20/17

#### PERSONAL GUARANTY

The individual(s) named below is(are) the ultimate shareholders or beneficial interest holders (hereafter, collectively, the "OWNERS") of EASTERDAY RANCHES, INC.. By virtue of OWNERS' interest in and relationship with EASTERDAY RANCHES, INC., OWNERS will derive valuable benefits by virtue of the transactions contemplated herein. TFM is unwilling to enter into the transactions contemplated herein without the guaranty of OWNERS. Accordingly, OWNERS hereby unconditionally, irrevocably and absolutely guarantee, as primary obligors and not as sureties, the full and timely payment, performance, and satisfaction by EASTERDAY RANCHES, INC. of all of their obligations to TFM pursuant to the terms of this agreement.

Signature



Print Name

COODY A EASTERDAY

Signature

Print Name

Signature

Print Name

AMENDMENT TO CATTLE FEEDING AGREEMENT

This Amendment, effective as of August 20, 2020, is entered into with respect to that certain Cattle Feeding Agreement ("Agreement") effective as of February 20, 2017, by and between Tyson Fresh Meats, Inc and EASTERDAY RANCHES, INC.

WHEREAS, the term of the Agreement shall have expired on 2/20/20; and

WHEREAS, the parties mutually agree to extend the term as more specifically set forth below.

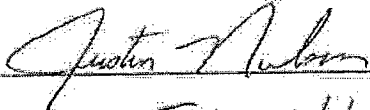
NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension of the Term of the Agreement. The term of the Agreement is hereby extended through August 20, 2021, such extension to be effective and take effect so that there is no intervening termination or lapse of the Agreement.

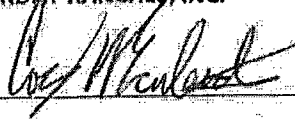
2. All Other Terms and Conditions of the Agreement. Except as set forth in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the dates written below.

TYSON FRESH MEATS, INC.

By   
Name: Justin Nelson  
Title: VP Cattle Procurement  
Date: 8-17-20

EASTERDAY RANCHES, INC.

By   
Name: COOY EASTERDAY  
Title: PRESIDENT  
Date: 8-17-20

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**EXHIBIT B**

**Real Property**

**Parcel A:**

That portion of Section 13, Township 12 North, Range 31 East, W.M., Franklin County, Washington, lying Southerly of Owsley road, EXCEPT county roads.

**Parcel B:**

All of Section 14, Township 12 North, Range 31 East, W.M., Franklin County, Washington, lying Southerly of Owsley Road and Southeasterly of Blanton Road, EXCEPT County roads.

**Parcel C:**

All of Section 23, Township 12 North, Range 31 East, W.M., Franklin County, Washington, lying Southeasterly of Blanton Road, EXCEPT County Roads.

**Parcel D:**

All of Section 24, Township 12 North, Range 31 East, W.M., Franklin County, Washington, EXCEPT County roads.