

Poultry Partnership Agreement

Brazil

Under the present instrument, from one side

.....,

legal entity of private right, located at Street Address, number, registered with the CGC/MF (General Taxpayer Roll) number, owner of the birds (chicks of one day), ration, medicine, and inputs, henceforth named PARTNER OWNER, in this act represented herein by its directors, who have signed in the end of this agreement, and

from the other side

.....

and its family group, agriculturalists, personnel wise to the technical procedure for poultry creation, situated in the locality of, registered with CPF/MF (federal taxpayer number) and identity card number, owner of a rural property enrolled with number, book,, of the Registry Office of Properties of the Judicial District of, registered in INCRA (National Institute for Colonization and Agricultural Reform) under number with (.....) poultry plant(s), with capacity for chicks, built in this state, where he works with his family, which is composed of members, and with employees, registered according to the current labor legislation, henceforth named PARTNER CREATOR,

have agreed to follow the Agricultural Legislation, Civil Code and the following terms and conditions set in the clauses below:

CLAUSE FIRST

The PARTNER OWNER is committed to deliver to the PARTNER BREEDER, in its property, chicks per day to be bred and terminated until the age of _____ from _____ days, termination which may vary according to the necessities of the national and, or, international demands.

CLAUSE SECOND

The PARTNER OWNER, for the purposes of chicks' breeding and termination, shall provide the ration and the medicine necessary for breeding and stocking of the same, the PARTNER BREEDER having to request the supply and manage the consumption according to the necessities or to prescriptions.

CLAUSE THIRD

After the delivery of terminated chicks, the replacement of chicks of one day and of the initial ration for each poultry plant shall be performed within 3 to 15 days, the same being able to be extended after a written awareness from the PARTNER BREEDER, with the specified reasons. In case of supervening by *force majeure* that may hinder the fulfillment of what is exposed herein, including, problems of sanitary nature that may occur in the poultry plant, attested by a Veterinary Doctor from the OWNER PARTNER.

Sole Paragraph

The OWNER PARTNER may extend the deadline to which this clause's "caput" is referred, if after a first written warning, its technicians notice that the PARTNER BREEDER is drawn back into the application of management contrary to the good technique and that the result obtained with the poultry's parcel has been prejudiced by virtue of the adopted management.

CLAUSE FOURTH

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

CLAUSE FIFTH

Once the period of poultry breeding and stocking is completed, respecting the share disclosed in CLAUSE SIXTH, the part that belongs to the OWNER PARTNER shall be delivered by the PARTNER BREEDER, which transport shall be of the responsibility of the former.

CLAUSE SIXTH

From the result obtained from the poultry breeding and stocking, until the age referred previously, the PARTNER BREEDER shall have the right, for the purpose of participation in the PARTNERSHIP, of a percentage of live poultry produced over the total in kilos of parcel, percentage which shall vary according to table for this existing end, of which both PARTNERS expressly declare having plain knowledge, and where the criteria of production efficiency calculation shall be observed.

Sole Paragraph

The PARTNER OWNER is committed to acquire the part from the PARTNER BREEDER whom is committed with selling the PARTNER OWNER by the price contained in the Table of Remuneration of Poultry elaborated by both the PARTNER OWNER and the REGIONAL ASSOCIATION OF POULTRY BREEDERS based on the parcel's performance (food conversion, mortality, age and average weight) conforming to standards of productivities contained in the table mentioned above, the freight being the responsibility of the PARTNER OWNER, who has 10 days to perform the payment in its working places.

CLAUSE SEVENTH

The PARTNER OWNER commits to deliver to the PARTNER BREEDER all the weighting “tickets” of delivered poultry, granting the right to accompany the weighting in the destination establishment.

CLAUSE EIGHTH

In the occasion of poultry delivery, the remaining ration that may eventually occur, and which belongs to the PARTNER OWNER, shall be, on its own responsibility, transferred to another breeder, as well as it may stay at the PARTNER BREEDER’s property, for another parcel, subject to the OWNER PARTNER’s discretion.

CLAUSE NINTH

The expenses related to the treatment, harvesting, heating, and caring of the poultry and the poultry plant’s bed shall be of exclusive responsibility of the PARTNER BREEDER, which commits to provide all the necessary labor, his, of his own family, or of third parties, responding for social and, or, labor duties prescribed by the law, waiving the PARTNER OWNER of any responsibility with solidarity.

CLAUSE TENTH

The PARTNER OWNER is permitted to accompany the poultry breeding and stocking, including free and permanent access to the facilities in which the poultry is being terminated.

CLAUSE ELEVENTH

The term of the present agreement is undefined and may be rescinded by either party, by means of a written notification with at least 180 (one hundred and eighty) days in advance, this measure not generating the right to indemnity for either party.

CLAUSE TWELFTH

Non-compliance of the obligations assumed by either party shall give place to the agreement’s rescission, the non-compliant responding for losses and damages caused.

CLAUSE THIRTEENTH

The omitted cases shall be resolved between the parties and added to the present agreement.

CLAUSE FOURTEENTH

The eventual tolerance to any contractual infraction does not result in loss or renouncement of the parties’ rights.

CLAUSE FIFTEENTH

This agreement ends and cancels any instrument previously settled between the parties, containing the same object.

CLAUSE SIXTEENTH

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

And, being just and having agreed, the parties sign the present agreement in three copies of equal form and value, before the presence of two witnesses.

..... (Place), _____ (Month and Day), 19__ (Year)

.....
PARTNER OWNER

.....
PARTNER BREEDER

.....
CONSENTING PARTY

.....
CONSENTING PARTY

TESTIMONIES

1..... 2.....

CHART 1C - Remuneration Table (Agreement 2) (Cr\$ (Brazilian Cruzeiros) of April, 1991)

MIXED	WEIGHT: 1.601 TO 1.650			TERM OF SLAUGHTER 04/01/91 (MONTH/DAY/YEAR)		
CAA/MO	1.50	2.00	2.50	3.00	3.50
1.795	471450	468087	465471	463603	462482	
.....	
....						