Receipt and Agreement for Temporary Escrow Funds

I, James A. Knauer, court-appointed chapter 11 trustee ("Trustee") for Eastern Livestock Co., LLC ("ELC") a debtor in bankruptcy case No. 10-93904 pending before the United States Bankruptcy Court for the Southern District of Indiana, New Albany Division ("Bankruptcy Case") make this agreement to receipt and escrow certain funds ("Escrow Funds") received by me for the bankruptcy estate of ELC with the party paying for the Escrow Funds (the "Payor") and related to the circumstances ("Circumstances") all as set forth herein,

UNLESS A CLAIM IS MADE IN THE BANKRUPTCY CASE BY FILING A CLAIM OR A PLEADING ON OR BEFORE THIRTY DAYS AFTER THE DATE OF THIS AGREEMENT TO THE ESCROW FUNS BY THE PAYOR OR SOMEONE CLAIMING UNDER THE PAYOR, THE ESCROW FUNDS WILL BE RELEASED TO THE GENERAL CASH ACCOUNTS OF ELC AND THE OBLIGATION TO THE PAYOR TO ESCROW THE FUNDS SHALL CASE.

PAYOR: Mark Freeman, III
227 - 70 Road
Ponca City, OK, 74604
(580) 762-2272
(580) 716-9042
(name, address, email, phone and fax)

RECEIVED
MAY 02 2011
BMC GROUP

ESCROW FUNDS AMOUNT: $21,869.00

CIRCUMSTANCES:

Mark Freeman III (including reimbursed feed and medicine to Travis Rowe) furnished, respectively, $7,542.68 and $14,326.38 for feed and medicine furnished to cattle which were shipped by Eastern Livestock to shape up and feed for Eastern Livestock and which were initially delivered to the Allen Hudgins Ranch (Mark Freeman III reimbursed Travis Rowe for feed and medicine advances). Since January 6, 2011, the cattle have been preconditioned by Mark Freeman IV at the ranches of Mark Freeman IV and Mark Freeman III. At the time of this Agreement, 96 head of cattle have been sold and the funds delivered to Eastern Livestock, Trustee, and the 97 remaining head have been sold by Eastern Livestock to Mark Hornburger and picked up March 28, 2011. $12,179.85 of the sales price has been paid to Mark Freeman IV for care and feed of the cattle since January 6, 2011. The Trustee has questioned the payment for feed furnished to the cattle by Mark Freeman III, including advances repaid to Travis Rowe. Mark Freeman III, now in possession of the cattle, has declined to release possession of the cattle without payment for the feed. In order to compromise, the parties agree that the sum of $21,869.06 of the purchase price is escrowed and is specifically in lieu of and for the purpose of preserving the possession of

Eastern Livestock
00475

Mark Freeman III claims for repayment of feed furnished to the cattle. The parties stipulate that the escrow funds represent continued possession by Mark Freeman III of his proportionate possession of the cattle related to costs of feed furnished.

DATE OF THIS AGREEMENT_____

By signing below as Payor, you agree to this Agreement for Temporary Escrow of Funds.

PAYOR

Mark Freeman III

Mark Freeman, III

TRUSTEE

_____

James A. Knauer

MONEY PURCHASE ORDER CLAIM

OF

MARK FREEMAN, III

TO

ESCROW FUNDS

EASTERN LIVESTOCK CO., LLC, DEBTOR
CASE NO. 10-93904

In September 2010, Eastern Livestock (Mike Gibson) asked Mark Freeman, III to find a place for approximately 300 head of cattle from Eastern for preconditioning and grass. The cattle were delivered in September to the Allen Hudgins Ranch.

Mark Freeman III sent feed to Hudgins for the cattle in the amount of $7,542.68 (the invoices and checks are attached as Exhibit 1; It should be noted that Dillingham Bin is a Hudgins Ranch destination). Travis Rowe advanced $14,362.38 for feed and medicine furnished to the same cattle at Hudgins. (Exhibit 2) Mark Freeman III reimbursed Travis Rowe by furnishing feed and work to shape up cattle for Travis Rowe. (A summary of reimbursements and copies of feed checks are attached as Exhibit 3).

Because of difficulties at the Hudgins Ranch, the remaining live cattle (195 head) were moved to Mark Freeman III ranches under the care and feeding of Mark Freeman IV.

Under the instructions of the Trustee, 96 head of cattle were sold and delivered, leaving 97 head remaining with Mark Freeman III. Those cattle were sold under the instructions of Eastern Livestock to Mark Hornburger and delivered on March 28, 2011 for $58,471.84. $12,179.85 was paid to Mark Freeman IV for care and feed. (Mark Freeman III had furnished the feed and was reimbursed by Mark Freeman IV). $21,869.06 is in escrow with the Northcutt Law Firm Escrow Account representing the claim, and preserving the possession of, Mark Freeman III.

Oklahoma provides for the protection of persons furnishing feed and sustenance to domestic animals by providing a lien for such protection. Oklahoma also provides a lien for keeping and boarding animals. An early case, *Barse Livestock Commission v. Surratt*,

2 Ind.T.203, 48 S.W.1118, held that where part of the cattle were shipped and part of the cattle retained, the lien attached to the remaining cattle for protection of the caretaker and feed supplier. (4 O.S. §§192-193 and *Barse v. Surratt* are attached).

Mark Freeman III makes claim for and requests that the escrowed funds for feed and medicine furnished for the cattle of Eastern Livestock be released to him in satisfaction of the feed and medicine bills.

Respectfully submitted,

Mark Freeman III

MARK FREEMAN, III

Guy Clark, Esq.
Northcutt, Clark, Gardner, Hron & Brune
P.O. Box 1669
Ponca City, OK 74602
(580) 762-7595 - *Telephone*
(580) 765-4142 - *Facsimile*

4 Okl.St.Ann. § 192

Oklahoma Statutes Annotated Currentness
Title 4. Animals (Refs & Annos)
Chapter 6. Liens for Feeding, Grazing, Herding and Breeding
General Provisions
§ 192. Lien for furnishing feed

Any person, partnership, firm or corporation in this state, or in any border county of the adjacent states, furnishing or providing to the owner of such domestic animals any corn, feed, forage or hay, for the sustenance of such domestic animals, shall have a lien on said animals for the amount due for such corn, forage, feed and hay.

CREDIT(S)

R.L.1910, § 176.

HISTORICAL AND STATUTORY NOTES

2011 Main Volume

Source:

Laws 1901, p. 43.

St.1903, § 109.

4 Okl.St.Ann. § 193

Oklahoma Statutes Annotated Currentness
Title 4. Animals (Refs & Annos)
Chapter 6. Liens for Feeding, Grazing, Herding and Breeding
General Provisions
§ 193. Lien for keeping, boarding or training animal--Scope

Every person who shall keep, board or train any animal, shall, for the amount due therefor, have a lien on such animal, and on any vehicle, harness or equipment coming into his possession therewith, and no owner or claimant shall have the right to take any such property out of the custody of the person having such lien, except with his consent, or on the payment of such charge; and such lien shall be valid against said property in the possession of any person receiving or purchasing it with notice of such claim.

CREDIT(S)

R.L.1910, § 177.

HISTORICAL AND STATUTORY NOTES

2011 Main Volume

Source:

St.1893, § 253.

St.1903, § 111.

Comp.Laws 1909, § 146.

Comp.St.1921, § 3984.

St.1931, § 9048.

Westlaw.

48 S.W. 1118
2 Ind.T. 203, 48 S.W. 1118
(Cite as: 2 Ind.T. 203, 48 S.W. 1118)

Court of Appeals of Indian Territory.
GEORGE R. BARSE LIVE-STOCK COMMISSION CO.
v.
SURRATT.

Jan. 14, 1899.

Appeal from the United States court for the Central district of the Indian Territory. Before Justice William H. H. Clayton, September 8, 1897.

Replevin by the George R. Barse Live-Stock Commission Company and others against J. D. Surratt. The court directed a verdict for defendant, and from a judgment entered thereon plaintiff company appeals. Reversed.

***1118** On November 24, 1896, appellant brought replevin for 75 head of three year old heifers, branded V on neck, alleging that it was entitled to the possession thereof; that they were worth $10 per head; and that appellee (defendant below) had possession thereof without right, and had unlawfully detained them from plaintiff for three months past. Appellee answered, admitting possession, and alleging that on the 15th day of October, 1895, Campbell Russell, being the owner and in possession of a lot of cattle, contracted with and engaged him to keep and winter 365 head of said cattle, commencing on or about 15th of October, 1895, and ending on 1st day of March, 1896; that said Russell was to pay $2 per head for wintering said cattle, and appellee was to have a lien on said cattle, and hold possession thereof, until the amount due for keeping and wintering was fully paid; that said 365 head of cattle were fed and wintered under said contract, until about 1st day of April, 1896, when all of said cattle were delivered back to said Russell, except the 75 head in controversy; that these were held and kept by appellee to secure him the amount due, $706, for feeding and wintering the said 365 head. To the allegations in said answer appellant files a denial. Upon the issues so formed, the jury, under the direction of the court, returned a verdict in favor of the appellee as follows: "We, the jury, find for the defendant seventy-five head of cattle branded V on neck, and of the value of ten dollars per head;" and judgment was rendered thereon in accordance therewith, from which judgment appellant appeals to this court.

West Headnotes

Replevin 335 ⚿103(3)

335 Replevin
335XI Judgment
335k103 For Defendant
335k103(3) k. Recovery of Value of Property. Most Cited Cases

Mansf.Dig. § 5181, provides that where property has been delivered to plaintiff in replevin and defendant is entitled to its return, judgment for defendant may be "for the return of the property, or its value; if a return cannot be had. Held that, where defendant claimed only a special interest in the property, he was only entitled to recover the value of his interest, and that a judgment awarding him the value of the property, which exceeded his claim, was erroneous.

Animals 28 ⚿26(4)

28 Animals
28k21 Agistment, Keeping, and Care
28k26 Lien
28k26(4) k. Waiver and Extinguishment. Most Cited Cases

At the expiration of the time for which defendant agreed to keep cattle at a certain price, he delivered a part with the agreement that he was to hold the remainder as security for the amount due on the whole herd. Held, that he did not lose his lien for the keep of those delivered by surrendering them, but was entitled to hold those retained for the whole amount due.

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48 S.W. 1118
2 Ind.T. 203, 48 S.W. 1118
(Cite as: 2 Ind.T. 203, 48 S.W. 1118)

Harrison O. Shepard, for appellant. W. B. Jackson, for appellee.

SPRINGER, C. J. (after stating the facts).

The facts in this case are in legal effect the same as in the case of Same Appellant v. Adams (Ind. T.; No. 166) 48 S. W. 1023. The opinion of the court in that case is the opinion of the court in the case at bar. The number of cattle replevied in this case was 75; the amount claimed as due appellee in his answer was $706; and the judgment of the court was for $750. In other respects the facts and action of the court were the same as in case No. 166. The judgment of the court below is reversed, and a new trial is awarded in accordance with the opinion in the case of Commission Co. v. Adams (Ind. T.; No. 166) 48 S. W. 1023. Reversed and remanded.

TOWNSEND, J., concurs.

Indian.Terr. 1899.
George R. Barse Live-Stock Com'n Co. v. Surratt
2 Ind.T. 203, 48 S.W. 1118

END OF DOCUMENT

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pd ch# 2834
Oct. 18, 2010

Ahrberg Milling

P.O. Box 968
200 S. Depot
Cushing, OK 74023
Phone # 918-225-0267 *Fax #* 918-225-0275

Invoice

Date	Invoice #
10/14/2010	EK 151113

Bill To	Ship To
Mark Freeman III 227 70th Road Ponca City Ok. 74604 Check on feed to 4 earlings I need to bill for partnership	Dillingham Ticket#39337-24200#-Middle Bin 12.1 ton Ticket#39336-26900#-North Bin 13.45 ton

P.O. Number	Terms	Rep	Account #	Driver
	Net 30	JB	SMX-533751	David

Quantity	Item Code	Description	Price Each	Amount
511	20% Cube(3/4)	GUARANTEED ANALYSIS Crude Protein-Min20% Crude Fat-Min3% Crude Fiber-Max10% Calcium-Min1% Max1.5% Phosphorus-Min0.8% Salt-Min1.5% Max2% Potassium-Min0.8% Vitamin A-Min12,000IU/LB INGREDIENTS-Grain Products,Processed Grain By-Products,Plant Protein Products, Cane Molasses,Dehydrated Alfalfa Leaf Meal,Vitamin A Supplement,Calcium Carbonate,Roughage Products,Salt, Magnesium Oxide,Zinc Oxide,Copper Oxide FEEDING DIRECTIONS-A supplement for cattle on pasture. Feed at the rate of 2 to 6 pounds per day, depending on the size and condition of the forage available. Manufactured By Ahrberg Milling Co. Cushing, Oklahoma 74023	10.10	5,161.10
-4.2	Fines	Feed Returned	10.10	-42.42

Sales Tax (9.25%)	$0.00
Total	$5,118.68
Payments/Credits	$0.00
Balance Due	$5,118.68

If you would like to receive your invoices and statements [illegible]

EXHIBIT
1

25.35 ton

Dec 11, 2010

Ahrberg Milling

P.O. Box 968
200 S. Depot
Cushing, OK 74023
Phone # 918-225-0267 *Fax #* 918-225-0275

Invoice

Date	ELS Invoice #
12/8/2010	152291

Bill To	Ship To
Mark Freeman III 227 70th Road Ponca City Ok. 74604	Dillingham-North Bin

P.O. Number	Terms	Rep	Account #	Driver
	Net 30	JB	SMX-533751	Jose

Quantity	Item Code	Description	Price Each	Amount
244.8	20% Cube(3/4)	GUARANTEED ANALYSIS Crude Protein-Min20% Crude Fat-Min3% Crude Fiber-Max10% Calcium-Min1% Max1.5% Phosphorus-Min0.8% Salt-Min1.5% Max2% Potassium-Min0.8% Vitamin A-Min12,000IU/LB INGREDIENTS-Grain Products,Processed Grain By-Products,Plant Protein Products, Cane Molasses,Dehydrated Alfalfa Leaf Meal,Vitamin A Supplement,Calcium Carbonate,Roughage Products,Salt, Magnesium Oxide,Zinc Oxide,Copper Oxide FEEDING DIRECTIONS-A supplement for cattle on pasture. Feed at the rate of 2 to 6 pounds per day, depending on the size and condition of the forage available. Manufactured By Ahrberg Milling Co. Cushing, Oklahoma 74023	10.10	2,472.48
-4.8	Fines	Feed Returned	10.10	-48.48

Sales Tax (9.25%)	$0.00
Total	$2,424.00
Payments/Credits	$0.00
lance Due	$2,424.00

If you would like to receive your invoices and statements by email please call us or send us your email address.

12T **AHRBERG MILLING CO., Cushing, Oklahoma** 2, 3, 8

№ 36452

Dillingham North Bin

Date 12-8-10 Material 20% Cube

57000
32520
24480

Gross From

202 Tare To Mark Freeman III

Net Weigher ~~Stott~~ Ticket No.

12 ton

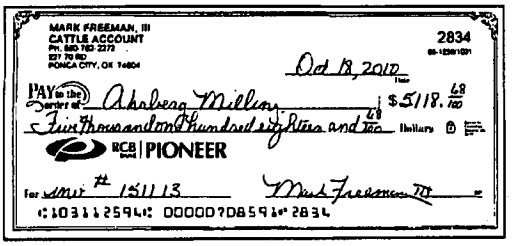
3/25/11

A.H. Lynch

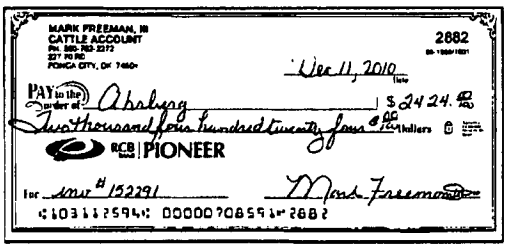
Reg. Mark Freeman

Canceled check copies from bank statements.

RCB Bank Ponca City, OK



10/21 2834 5118.68



12/15 2882 2424.00

MARK FREEMAN, III
CATTLE ACCOUNT
PH. 580-762-2272
227 70 RD
PONCA CITY, OK 74604

2882
86-1259/1031

Dec 11, 2010
Date

PAY to the order of Ahrberg $ 2424.00/100

Two thousand four hundred twenty four & 00/100 Dollars

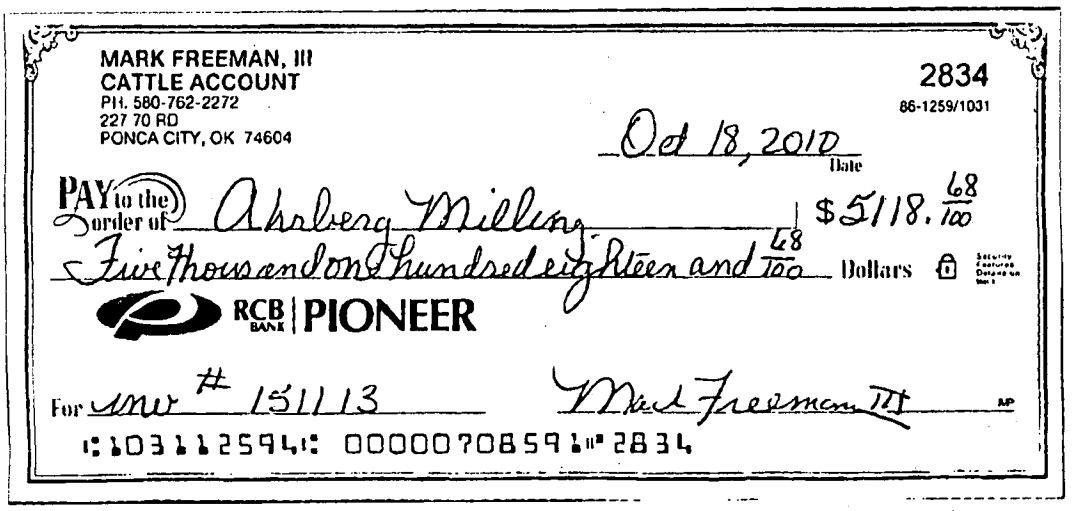
RCB BANK | PIONEER

For inv # 152291

Mark Freeman III

⑆103112594⑆ 00000708591⑈2882

For Deposit Only
Bank of Cushing
AHRBERG MILLING CO.
Cushing, Oklahoma



MARK FREEMAN, III
CATTLE ACCOUNT
PH. 580-762-2272
227 70 RD
PONCA CITY, OK 74604

2834
86-1259/1031

Oct 18, 2010
Date

PAY to the order of Ahrberg Milling $5118.68/100

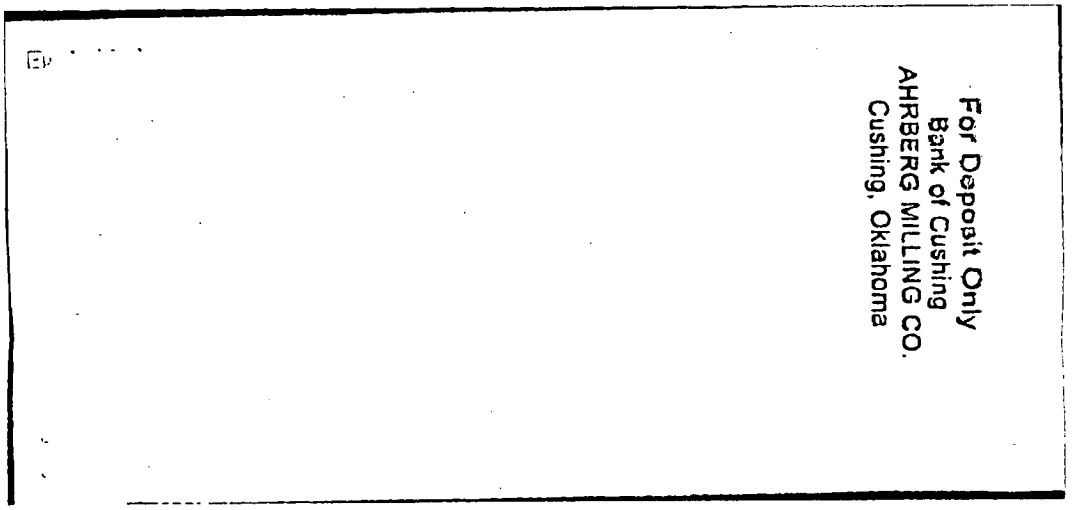
Five Thousand One Hundred eighteen and 68/100 Dollars

RCB BANK | PIONEER

For inv # 151113 Mark Freeman III

⑆103112594⑆ 00000708591⑈2834

10-21-10 CHK 2834 $5118.68



For Deposit Only
Bank of Cushing
AHRBERG MILLING CO.
Cushing, Oklahoma

10-21-10 CHK 2834 $5118.68

Frontier Trading Company

PLEASE REMIT TO
PO Box 460
Roff, OK 74865

Phone: 580-456-7142
Fax: 580-456-7574
Toll Free: 888-421-9400

INVOICE

Sold to: HUDGINS, ALAN
49015 W 246 PL SOUTH
DEPEW, OK 74028

INVOICE #: 117986
****

Invoice Date: 09/28/10

Terms: NCRI

Company #: 1738

Ship Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
09/27/10	28550	BEEF GROWER VIA: HTC EXPRESS Mix #: 0357 Rls #: 093265-56	24.7400 Tons	196.0000	T	$4849.04

EKS

$4,849.04

INVOICE TOTAL --> ==========

Pd 10/20/10

****
*Effective September 1,2009 *
*Finance charge of 18% APR *
*will be assessed on all invoices *
*over 30 days. *
****

From Ralph Rowe Ranch

TERMS: NET DUE UPON RECEIPT OF OUR INVOICE. Thank you!

Price Per: T=Ton,Q=Qty/Load,C=100wt,1=48#BU,2=56#BU,3=32#BU,W=Wheat60#,S=60#B
Thank you for your business. Please reference our invoice# on payment. Check payable to: Frontier Trading, Inc.

120721 O/ 49480.0000 Lbs.

EXHIBIT 2

Oct 04 10 07:45a janiceahudgins (918)324-5742 p.2

FRONTIER TRADING, INC.

120 N. Hickory
P.O. Box 460
Roff, Oklahoma 74865
Phone: 580-456-7142

No. 28550

Scale Ticket Lading

ID: 50
Sep/27/2010
32700 lb

Date 9-27-10

FTI Contract # 093265-56

Commodity Mix

Destination Alan Hudgins

CARRIER HFT 12 942
Name and Address

Sep/27/2010

Gross: 82180 lb

Tare: 32700 lb

Net: 49480 lb

Driver's Name (printed)

Consigner's Signature

Driver's Signature

Weigher's Signature

120721

TRAVIS ROWE
JAMI ROWE
RANCH ACCOUNT
PH. 918-648-5245
P O BOX 41
BURBANK, OK 74633

86-241/1031
805790

2171

DATE 10/20/10

PAY TO THE ORDER OF Frontier Trading Co. $ 4849.04

Four Thousand eight Hundred forty Nine and 04/100

THE EASTMAN NATIONAL BANK
NEWKIRK · PONCA CITY, OKLAHOMA
(580) 362-2511 · (580) 718-9990

MEMO Feed for Cattle @ feedlot

Jami Rowe

⑈103102410⑈ ⑈805790⑈ 2171

SPECIALTY LEMON

08/11/2010 10:08 FAX 9189678001 DIXON FARM SUPPLY 005/005

INVOICE

Pfizer

ADM

BAYER

MERIAL

Schering-Plough

ELS

DIXON FARM SUPPLY

101 SOUTHWEST "A"
P.O. BOX 723
STIGLER, OKLAHOMA 74462
PHONE (918) 967-4618

ALL ACCOUNTS DUE 10TH OF FOLLOWING MONTH.
1.75% FINANCE CHARGE AFTER 30 DAYS. NO PARTS RETURNABLE AFTER 30 DAYS. NO DISCOUNTS. THANK YOU.

SHIP TO

HUDDAL ALAN HUDGINS
4 BAR H CATTLE
49015 W 246TG PL S
DEPEW, OK 74028

ELS

Sold By: JO PO #: Date 9/03/10 INVOICE IN91086
Ship By: Tax #: 10:24:05

Tax	D	Qty	Description			Price	Amount
			VET SUPPLIES				
X		500	VET ZTAGFLBLANK	ZTAG FEEDLO	BLANK	.31	155.00
X		3	VET 7777	SARSTART PR	GAL	95.00	285.00
X		1	VET 7779	SARSTART	GAL	69.00	69.00
X		18	PFI 102302	BOVSHIELD G	50DOSE	47.64	857.52
X		10	PFI 102301	BOVSHIELD G	10DOSE	10.85	108.50
X		10	INT 199931	VISION 7	50DS	21.00	210.00
X		2	MER 141342	IVOMEC+	1000ML	332.00	664.00
X		12	BAY BAYTRIL	250CC		142.00	1704.00
X		20	PFI EXCEDE	EXCEDE	100ML	166.93	3338.60
X		2	SCH RESFLORGOLD250	RESFLOR GOL	250ML	136.00	272.00
X		2	PFI DRAX250	DRAXXIN	250ML	897.86	1795.72
X		100	VET 102515	16X3/4 DISP		.18	18.00
				** TOTAL VET SUPPLIES			9477.34

PURCHASER CERTIFIES UNDER PENALTY OF PERJURY THAT HE IS ENGAGED IN FARMING OR RANCHING AND THE PROPERTY PURCHASED WILL BE USED ONLY IN HIS FARMING OR RANCHING OPERATION

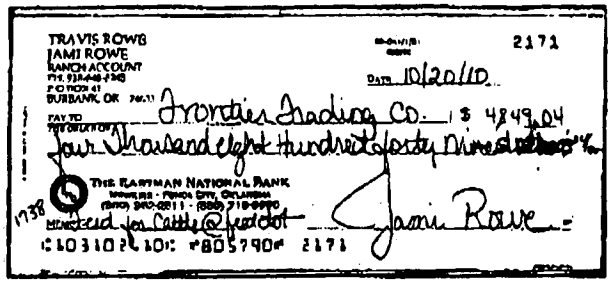
** SUBTOTAL 9477.34

Charge Sale
Phone: (918)640-2700

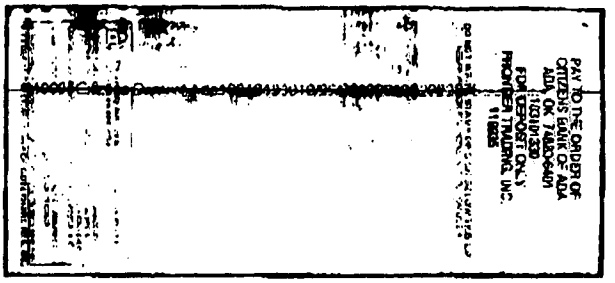
PAY THIS

Freeman Pays Rowe Bank

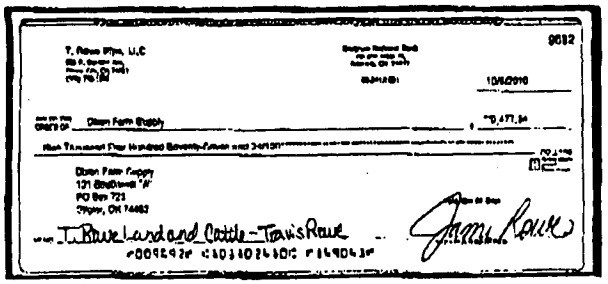
Item Listing
Created: Thursday, April 21, 2011 Page - 1


TRAVIS ROWE
JAMI ROWE
RANCH ACCOUNT
BURBANK, OK
2171
DATE 10/20/10
PAY TO THE ORDER OF Frontier Trading Co. $ 4849.04
Four Thousand eight Hundred forty Nine dollars 04/100
THE EASTMAN NATIONAL BANK
MEMO Feed for Cattle @ feedlot
Jami Rowe
⑆103102⑆10⑆ ⑈805790⑈ 2171

Seq. 56211688857, Acct #805790, Ck #2171, 10/26/2010, $4,849.04


PAY TO THE ORDER OF
CITIZENS BANK OF ADA
ADA, OK 74820-6401
FOR DEPOSIT ONLY
FRONTIER TRADING, INC.

Seq. 56211688857, Acct #805790, Ck #2171, 10/26/2010, $4,849.04



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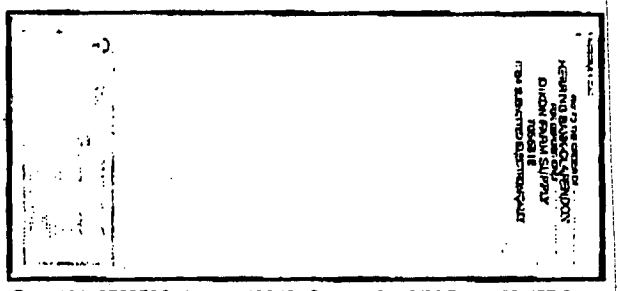
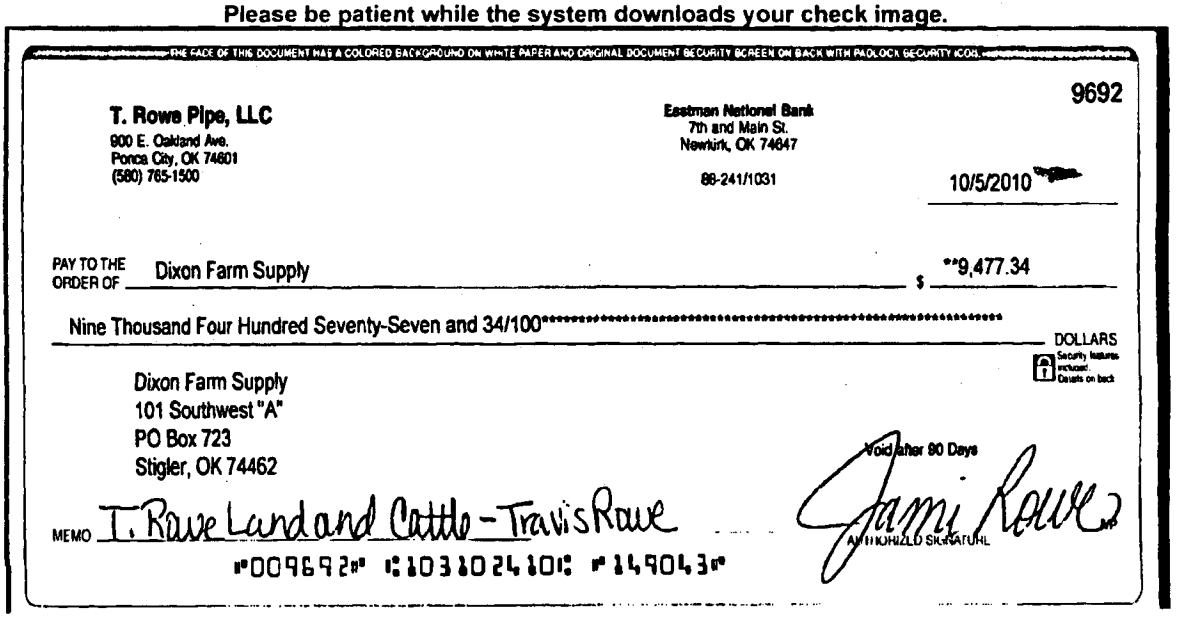


Seq. 36418569793, Acct #149043, Ck #9692, 10/08/2010, $9,477.34

765-1501

Please be patient while the system downloads your check image.



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

9692

T. Rowe Pipe, LLC
900 E. Oakland Ave.
Ponca City, OK 74601
(580) 765-1500

Eastman National Bank
7th and Main St.
Newkirk, OK 74647
86-241/1031

10/5/2010

PAY TO THE ORDER OF Dixon Farm Supply $ **9,477.34

Nine Thousand Four Hundred Seventy-Seven and 34/100********** DOLLARS

Security features included. Details on back

Dixon Farm Supply
101 Southwest "A"
PO Box 723
Stigler, OK 74462

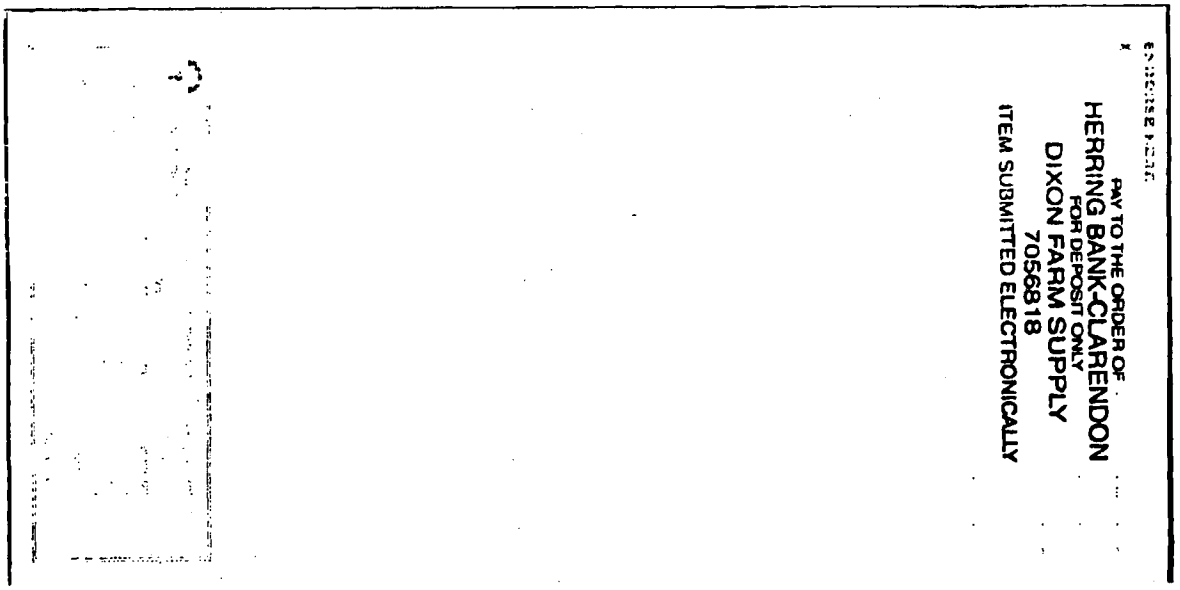
Void after 90 Days

MEMO T. Rowe Land and Cattle - Travis Rowe

Jami Rowe
AUTHORIZED SIGNATURE

⑈009692⑈ ⑆103102461⑆ ⑈14904 3⑈

Front



PAY TO THE ORDER OF
HERRING BANK-CLARENDON
FOR DEPOSIT ONLY
DIXON FARM SUPPLY
7056818
ITEM SUBMITTED ELECTRONICALLY

Back

Close

pd ch # 2894
Dec 26, 2010

Ahrberg Milling

P.O. Box 968
200 S. Depot
Cushing, OK 74023
Phone # 918-225-0267 *Fax #* 918-225-0275

Invoice

Date	Invoice #
12/22/2010	152616

Bill To	Ship To
Mark Freeman III 227 70th Road Ponca City Ok. 74604	Roe Rowe pd Jan 3 2248 ch no

P.O. Number	Terms	Rep	Account #	Driver
	Net 30	JB	SMX-533751	Phillip

Quantity	Item Code	Description	Price Each	Amount
483	20% Cube(3/4)	GUARANTEED ANALYSIS Crude Protein-Min20% Crude Fat-Min3% Crude Fiber-Max10% Calcium-Min1% Max1.5% Phosphorus-Min0.8% Salt-Min1.5% Max2% Potassium-Min0.8% Vitamin A-Min12,000IU/LB INGREDIENTS-Grain Products,Processed Grain By-Products,Plant Protein Products, Cane Molasses,Dehydrated Alfalfa Leaf Meal,Vitamin A Supplement,Calcium Carbonate,Roughage Products,Salt, Magnesium Oxide,Zinc Oxide,Copper Oxide FEEDING DIRECTIONS-A supplement for cattle on pasture. Feed at the rate of 2 to 6 pounds per day, depending on the size and condition of the forage available. Manufactured By Ahrberg Milling Co. Cushing, Oklahoma 74023	10.10	4,878.30
-4.6	Fines	Feed Returned	10.10	-46.46

Sales Tax (9.25%)	$0.00
Total	$4,831.84
Payments/Credits	$0.00
Balance Due	$4,831.84

If you would like to receive your invoices and statements by email please call us or send us your email address.

23.9 ton

pd ch# 2873
Dec, 2010

Ahrberg Milling

P.O. Box 968
200 S. Depot
Cushing, OK 74023
Phone # 918-225-0267 *Fax #* 918-225-0275

Invoice

Date	Invoice #
11/30/2010	152104

Bill To	Ship To
Mark Freeman III 227 70th Road Ponca City Ok. 74604	1/2 House 1/2 T Roe Attached check from T Roe $2575 50

P.O. Number	Terms	Rep	Account #	Driver
	Net 30	JB	SMX-533751	David

Quantity	Item Code	Description	Price Each	Amount
515	20% Cube(3/4)	GUARANTEED ANALYSIS Crude Protein-Min20% Crude Fat-Min3% Crude Fiber-Max10% Calcium-Min1% Max1.5% Phosphorus-Min0.8% Salt-Min1.5% Max2% Potassium-Min0.8% Vitamin A-Min12,000IU/LB INGREDIENTS-Grain Products,Processed Grain By-Products,Plant Protein Products, Cane Molasses,Dehydrated Alfalfa Leaf Meal,Vitamin A Supplement,Calcium Carbonate,Roughage Products,Salt, Magnesium Oxide,Zinc Oxide,Copper Oxide FEEDING DIRECTIONS-A supplement for cattle on pasture. Feed at the rate of 2 to 6 pounds per day, depending on the size and condition of the forage available. Manufactured By Ahrberg Milling Co. Cushing, Oklahoma 74023	10.10	5,201.50
-5	Fines	Feed Returned	10.10	-50.50

Sales Tax (9.25%)	$0.00
Total	$5,151.00
Payments/Credits	$0.00
Balance Due	$5,151.00

If you would like to receive your invoices and statements by email please call us or send us your email address.

AHRBERG MILLING CO., Cushing, Oklahoma № 35971

Date 11/30/10 Material 20% Cube
1/2 House
1/2 T Roe

85200 Gross From

33700 Tare 202 To Mark Freeman III

51500 Net Weigher Dan Ticket No.

25-ton

12.75 Roe

MF III REIMBURSEMENT TO TR ROWE

Feed Ahrberg Milling

11/30/10	2575.50	TR pd
12/22/10	4831.84	TR pd
1/15/11	2020.00	F pd
1/26/11	4797.50	F pd
3/1/11	2358.35	F pd
3/15/11	2383.60	F pd
3/22/11	2340.17	F pd
	$13,899.62	

Freeman owes TR

$ 9,477.34

$ 4849.04

$14.326.38

$ 16,905.03 - Billie

— 14.326.38

$ 2,578.65 + F

Ne 700.00

$ 3278.65

Meneil Block

$88.00 Tractor Supply

Med

$1834.51

Commission 28 Cow x 20

$560.00

Food for labor

$55.41

Fuel Rowe Pickup Burning

$467.49

TOTAL $16,905.03

Cows

1 Dead No 119 56 Joe Rowe Pasture

worked 23 + 23 Calves East pasture

worked 101 Cow + 98 1 cip calves Polo

22 Cows + 1 cafe Linker

202 cow

120 worked calves

3 Bk Bull

5 Cows Sold Newbirt Sale.

Sold 28 Cows 28 Calves (RQ)

EXHIBIT 3

worked 51 St Polo

12 St East Pasture

2nd load out

Lot 98 MF III

		#hd
1-31-11	3658.81	- 97
2-15-11	2367.91	- 97
3-1-11	2207.28	- 97
3-15-11	2116.80	- 96
4-1-11	2110.44	- 96
	#12,461.24	

4-1-11 Correct - 2110.44

10,350.80

+ 1829.05

Final bill #12,179.85

Ahrberg

10-14-10	5118.68
12-8-10	2424.00
	#7542.68

Rowe

9-28-10	4849.04
10-5-10	9477.34
	14,326.38

Trucking 800.00

525.00

#1325.00 pd by M Hohenberger

1st load out

Lot # MF III

		#hd
1-15-11	1659.52	97
1-31-11	2728.42	96
2-15-11	3151.93	96
2-28-11	2340.88	96
3-15-11	3750.76	96
4-1-11	3682.60	95
	#17,314.11	

4-1-11 Corrected - 3682.60

13,631.51

+ 2,455.06

Final bill 16,0865.57 pd by MH

#12,461.24

17,314.11

7,542.68

14,326.38

1,325.00

Total #52,969.41

Lot # MF III

Feed bill 16,086.57

Truck + 1,325.00

#17,411.57 pd by M Hohenberger

EXHIBIT 4

Southern District of Indiana
Claims Register

10-93904-BHL-11 Eastern Livestock Co., LLC

Judge: Basil H. Lorch, III **Chapter:** 11

Office: New Albany **Last Date to file claims:** 05/02/2011

Trustee: James A. Knauer **Last Date to file (Govt):**

Creditor: (10669490) Mark Freeman, III c/o Guy Clark, Esq. Northcutt, Clark, Gardner, Hron & Brune PO Box 1669 Ponca City, OK 74602	**Claim No: 238** *Original Filed* *Date*: 05/02/2011 *Original Entered* *Date*: 05/02/2011 *Last Amendment* *Filed*: 05/02/2011 *Last Amendment* *Entered*: 05/02/2011	*Status:* *Filed by:* CR *Entered by:* Hall, Terry *Modified:*

Unsecured claimed: $21869.06

Total claimed: $21869.06

History:

Details	238-1	05/02/2011	Claim #238 filed by Mark Freeman, III, total amount claimed: $21869.06 (Hall, Terry)
Details	238-2	05/02/2011	Amended Claim #238 filed by Mark Freeman, III, total amount claimed: $21869.06 (Hall, Terry)

Description: (238-1) Purchase money claim
(238-2) Purchase money claim

Remarks:

Claims Register Summary

Case Name: Eastern Livestock Co., LLC
Case Number: 10-93904-BHL-11
Chapter: 11
Date Filed: 12/06/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	$21869.06	
Secured		
Priority		
Unknown		
Administrative		
Total	**$21869.06**	**$0.00**