United States Bankruptcy Court Southern District of Indiana

PROOF OF CLAIM

In re (Name of Debtor)	Case Number
Eastern Livestock Co., LLC	**10-93904-BHL-11**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)

Cactus Growers, Inc.

Name and Address Where Notices Should be Sent:

John H. Lovell
Lovell, Lovell, Newsom & Isern, LLP
112 W. 8th Ave., Suite 1000
Amarillo, Texas 79101
Tel. No.: (806) 373-1515

RECEIVED
MAY 02 2011
BMC GROUP

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

Check here if this claim: ☐ replaces
☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ to _____
■ Other (Describe briefly): **Breach of contract, reimbursement for advance payments on cattle not received, market differential damages, and attorneys fees**

2. DATE DEBT WAS INCURRED

3. IF COURT JUDGMENT, DATE OBTAINED:

4. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED: **$741,053.22** **See attached statement.**
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. SECURED CLAIM.
X Check this box if your claim is secured by collateral (including a right of setoff). **See attached statement.**

Brief Description of Collateral:

☐ Real Estate ☐ Motor Vehicle

X Other **CATTLE**

Value of Collateral: SEE attached Statement in Explanation

Amount of arrearage and other charges at the time case filed included in secured claim, if any $ _____

6. UNSECURED PRIORITY CLAIM
☐ Check this box if you have an unsecured priority claim.
Amount entitled to priority $_____
Specify the priority of the claim.

☐ Wages, salaries, or commissions (up to $4,300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier --11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan B 11 U.S.C. § 507(a)(4)
☐ Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child -- 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties of governmental units C 11 U.S.C. § 507(a)(8)
☐ Other -- Specify applicable paragraph of 11 U.S.C. § 507(a) _____

*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

8. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Eastern Livestock
00486

Date: May 2, 2011 Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

/s/ John Lovell John H. Lovell, Attorney for Creditor

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

PROOF OF CLAIM -- STATEMENT IN EXPLANATION

On or about November 11, 2010, Friona Industries, LP. ("Friona") filed a Complaint in the Nature of an Interpleader, under Case No. 2:10-cv-00266-J, styled *Friona Industries, L.P. vs. Eastern Livestock Co., LLC, et al*, in the United States District Court for the Northern District of Texas, Amarillo Division (the "Interpleader Action"). The Interpleader Action was abated on December 28, 2010 by Amarillo federal district Judge Robinson, then removed to the Amarillo Bankruptcy Court on March 24, 2011 under case no. 11-2008, and as of April 15, 2011 transferred to the United States Bankruptcy Court for the Southern District of Indiana, New Albany Division.

On November 19, 2010, Cactus Growers intervened in the *Friona Industries, L.P. v. Eastern Livestock Co. LLC, et al*, Interpleader Action, and interpleaded $1,767,599.37 into the registry of the Amarillo federal district court clerk.

As part of the Interpleader Action, Cactus Growers made a claim to offset its damages from, or out of, the interpleaded funds based on the Debtor's failure to deliver cattle under various purchase contracts. There are two components of Cactus Growers' claim.

The first component is for down payments which Cactus Growers paid to Debtor for cattle to be delivered in the future. The down payments were $30 per head. Cactus Growers paid **$283,080.80** to Debtor as down payments on cattle that the Debtor has not, and cannot, deliver to Cactus Growers. See Exhibit A. Cactus claims this sum, the right to offset this sum from the interpleaded fund, and any appropriate interest on such sum.

The second component of Cactus Growers' claim is for the market differential damage associated with Debtor's breach of its sales contracts and commitments with Cactus Growers. In summary, Cactus Growers procured substitute cattle at a higher price than what was contracted for with the Debtor. As of the date of this proof of claim, Cactus Growers' damages in this regard total **$357,972.42**, plus any appropriate interest. See Exhibit A. Cactus Growers claims this sum, the right to offset such sum from the interpleaded fund, and any appropriate interest on such sum.

The Cactus-Eastern contracts under which these claims are made are attached as Exhibit 2. The Eastern Livestock confirmations of the agreements are attached as Exhibit 3. The Cactus cattle purchase logs are attached as Exhibit 4. Those agreements made for delivery in 30 days or less do not have a contract form such as Exhibit 2, and the parties relied on their confirmations such as Exhibits 3 and 4.

This Proof of claim is filed to give notice of its claims against Debtor and against the interpleaded fund, and in the event that Cactus Growers is unable to recover all of its damages from the interpleaded funds, and to substantiate its claims to the interpleaded funds. If Cactus Growers is able to recover some, but not all, of its damages from the interpleaded funds, then this proof of claim will be amended to reflect the net claim of Cactus. At this time, out of an abundance of caution, Cactus asserts the entirety of its claim herein as if there will be no recovery from the interpleaded funds.

In addition, at the time of the December 28, 2010 abatement order in the Amarillo Interpleader Action, some defendants in the Interpleader Action had filed counterclaims against Cactus Growers asserting various causes of action. Other counterclaims may be asserted once answers are filed in the Indiana bankruptcy court adversary proceeding cause no. 11-59093. To the extent that Cactus is found liable to any such claimants for any damages in excess of the amounts interpleaded by Cactus in the Interpleader Action, then Cactus Growers has and asserts a claim against the Debtor for such amounts. Such amount is unknown as of the date of this proof of claim.

The gross value of the cattle which are the subject of the Interpleader Action as to Cactus Growers is $1,812,643.85. See Exhibit B, attached.

Cactus Growers also claims entitlement to its attorney's fees. Such amount is increasing daily, but as of the date of this proof of claim, totals approximately **$100,000.00**.

Cactus reserves the right to amend and supplement this proof of claim.

SUMMARY OF EXHIBITS

The attached documentary evidence is provided to support this Proof of Claim.

A. Spreadsheet of terminated contracts and undelivered cattle;

B. Spreadsheet of interpleaded cattle;

1. Cactus Growers' Original Complaint in Intervention in the Nature of Interpleader (without exhibits);

2. Contracts between Cactus Growers and Eastern Livestock;

3. Eastern Livestock confirmations of the agreements; and

4. Cactus cattle purchase logs.

Terminated Eastern commitments Using Futures Price and 50,000 pounds per contract
11/18/2010

Commit #	Sex	Hd contracted	Hd delivered	Other	Rem hd terminated	Wt slide begins	Price	Delivery Dates	Value at Eastern contract price	11/18/10 market price	# of Contract Equivalents	Market value at 11/18/10 market	Diff Eastern to Futures	Difference per cwt	
40357	Str	1090	878		212	800	$109.00	9/27/10 - 10/30/10	$184,864.00	$112.450	3.392	$190,715.20	$5,851.20	$3.45	reduced contracted head
40112	Str	1366	1278		88	825	$113.75	10/1/10 - 10/30/10	$82,582.50	$112.450	1.452	$81,638.70	-$943.80	-$1.30	reduced contracted head
39903	Str	3000	1412		1588	825	$106.85	10/1/10 - 10/30/10	$1,399,841.85	$112.450	26.202	$1,473,207.45	$73,365.60	$5.60	reduced contracted head
40493A	Str	1000	907		93	650	$113.00	10/19/10 - 11/20/10	$68,308.50	$112.450	1.209	$67,976.03	-$332.47	-$0.55	reduced contracted head
40585	Hfr	515			515	675	$106.25	11/1/10 - 11/12/10	$369,351.56	$112.450	6.9525	$390,904.31	$21,552.75	$6.20	voided
40524B	Hfr	1566	1011	278	277	725	$107.00	10/25/10 - 11/25/10	$214,882.75	$112.450	4.0165	$225,827.71	$10,944.96	$5.45	reduced contracted head
40581	Str	1000	464		536	650	$115.00	11/1/10 - 11/30/10	$400,660.00	$112.450	6.968	$391,775.80	-$8,884.20	-$2.55	reduced contracted head
39917	Str	2000			2000	825	$108.80	11/1/10 - 11/30/10	$1,795,200.00	$112.450	33	$1,855,425.00	$60,225.00	$3.65	voided
39918	Str	2000	388		1612	775	$110.80	11/1/10 - 11/30/10	$1,384,224.40	$112.450	24.986	$1,404,837.85	$20,613.45	$1.65	reduced contracted head
40405	Str	680			680	815	$111.50	12/1/10 - 12/30/10	$617,933.00	$112.450	11.084	$623,197.90	$5,264.90	$0.95	voided
40406	Str	1044			1044	865	$108.50	4/1/11 - 4/30/11	$979,820.10	$117.275	18.0612	$1,059,063.62	$79,243.52	$8.78	voided
40404	Str	823			823	750	$107.50	5/1/11 - 5/30/11	$663,543.75	$117.475	12.345	$725,114.44	$61,570.69	$9.97	voided
40407	Str	380			380	865	$108.50	5/1/11 - 5/30/11	$356,639.50	$117.475	6.574	$386,140.33	$29,500.82	$8.97	voided
			16464	6338	278	9848				$8,517,851.91		$8,875,824.33	$357,972.42		
					10,126						11/18/2010 Futures Close				

EXHIBIT A

Interpled Cattle

Delivery Date	Source	Commitment W/ Eastern	Delivery Location	Head	Sex	Pay wght	Gross amount due Eastern	Down pmt pd by Cactus to Eastern	Rejected Cattle	Net Amount Due Eastern Lystck	Trucker	Freight Estimate or Freight Invoiced
11/01/10	Gene Shipman	40493A	Ulysses Feedyard	71	strs	42,532	$ 48,061.16	$ -	$ (16,154.48)	$ 31,906.68	Chester Bay	$ 684.00
11/01/10	East Tennessee Livestock Center, Inc.	39903	Ulysses Feedyard	57	strs	49,050	$ 51,703.61	$ (1,710.00)	$ -	$ 49,993.61	East West Trucking Co	$ 3,477.00
11/02/10	Alton Darnell	39903	Ulysses Feedyard	120	strs	98,805	$ 105,573.14	$ (3,600.00)	$ -	$ 101,973.14	Ike's Trucking	$ 8,196.00
11/02/10	de Cordova Cattle Company	40581	Ulysses Feedyard	115	strs	74,666	$ 85,865.90	$ -	$ -	$ 85,865.90	de Cordova Cattle Co	$ 4,256.00
11/02/10	Superior 10319	40582	Ulysses Feedyard	67	strs	46,080	$ 52,531.20	$ -	$ -	$ 52,531.20	22 Parker Trucking (No Invoice)	$ 1,500.00
11/02/10	Superior 4151A	40493A	Ulysses Feedyard	80	strs	45,621	$ 51,551.73	$ -	$ -	$ 51,551.73	Newman trucking	$ 1,881.00
11/02/10	Superior 8855	40524	Hale Center Feedyard	66	hfrs	48,927	$ 52,038.76	$ -	$ -	$ 52,038.76	Larry Bradley 9	
11/03/10	Alton Darnell	39903	Ulysses Feedyard	59	strs	49,960	$ 52,942.61	$ (1,770.00)	$ -	$ 51,172.61	rks (Truck Name Recorded from M	$ 4,100.00
11/03/10	Superior Lot 5614	39903	Ulysses Feedyard	165	strs	132,614	$ 141,698.06	$ (4,950.00)	$ -	$ 136,748.06	Chase Cattle Co	$ 6,300.00
11/03/10	Superior 10088	40582	Ulysses Feedyard	67	strs	47,412	$ 53,897.96	$ -	$ -	$ 53,897.96	owell (No Invoice - Calculated miles	$ 1,896.00
11/05/10	Stockman's.	40524B	Hale Center Feedyard	64	hfrs	45,492	$ 48,676.44	$ -	$ -	$ 48,676.44	East West	$ 1,725.00
11/08/10	Nichols Livestock	39918	Stratford Feedyard	125	strs	98,549	$ 108,679.84	$ (3,750.00)	$ -	$ 104,929.84	Jane	$ 2,370.00
11/08/10	Superior Lot 7194	39903	Ulysses Feedyard	120	strs	96,172	$ 102,759.78	$ (3,600.00)	$ -	$ 99,159.78	H & B Trucking LLC	$ 3,270.00
11/08/10	Superior Lot 10556	39918	Stratford Feedyard	66	strs	49,157	$ 54,465.96	$ (1,980.00)	$ -	$ 52,485.96	J C Powell	$ 1,740.00
11/08/10	Superior Lot 8787	40357	Ulysses Feedyard	58	strs	46,844	$ 50,910.06	$ -	$ -	$ 50,910.06	Ron Neufeld	$ 3,750.00
11/08/10	Superior 10141	40524B	Hale Center Feedyard	64	hfrs	48,765	$ 51,456.83	$ -	$ -	$ 51,456.83	Crystal's Livestock	$ 2,205.00
11/08/10	Superior 8894	40524B	Hale Center Feedyard	65	hfrs	47,354	$ 50,593.01	$ -	$ -	$ 50,593.01	Ron Neufeld	$ 3,480.00
11/09/10	Superior Lot 10568	39903	Ulysses Feedyard	54	strs	44,489	$ 47,536.50	$ (1,620.00)	$ -	$ 45,916.50	(No Invoice)	$ 1,500.00
11/09/10	Superior Lot 10555	39918	Stratford Feedyard	195	strs	150,881	$ 167,176.15	$ (5,910.00)	$ -	$ 161,266.15	(No Invoice)	$ 4,500.00
11/09/10	Superior 7538A	40581	Ulysses Feedyard	70	strs	47,628	$ 54,200.66	$ -	$ -	$ 54,200.66	Bomhak Trucking	$ 1,845.00
11/09/10	Superior 10671	40581	Ulysses Feedyard	69	strs	48,781	$ 54,429.84	$ -	$ -	$ 54,429.84	Chester Bay (No Invoice)	$ 1,750.00
11/09/10	Superior Lot S10299	40582	Ulysses Feedyard	129	strs	92,238	$ 104,643.25	$ -	$ -	$ 104,643.25	G&W/LLT Trucking & Leon Bogan	$ 3,810.00
11/09/10	Superior 7538B	40582	Ulysses Feedyard	67	strs	51,352	$ 56,507.74	$ -	$ -	$ 56,507.74	Bomhak Trucking	$ 1,845.00
11/09/10	Superior Lot 8739	40493A	Ulysses Feedyard	210	strs	151,586	$ 164,743.66	$ -	$ -	$ 164,743.66	hoeff/Ingland Trucking/Ronnie Rei	$ 7,785.00
			Totals	**2223**				**$ (28,890.00)**	**$ (16,154.48)**	**$ 1,767,599.37**		**$ 73,865.00**

EXHIBIT B

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

FRIONA INDUSTRIES, L.P.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
EASTERN LIVESTOCK CO., INC. *et al.*,	§	
	§	
Defendants,	§	
	§	
and	§	
	§	CAUSE NO. 2:10-cv-00266-J
CACTUS GROWERS, INC.,	§	
	§	
Intervenors,	§	
	§	
v.	§	
	§	
EASTERN LIVESTOCK COMPANY, INC. GENE SHIPMAN, EASTERN TENNESSEE LIVESTOCK CENTER, INC., ALTON DARNELL d/b/a DARNELL ALTON BARN, DE CORDOVA CATTLE COMPANY, SUPERIOR LIVESTOCK AUCTION, INC., STOCKMAN OKLAHOMA LIVESTOCK MARKETING, INC., NICHOLS LIVESTOCK, FIFTH THIRD BANK, CHESTER BAY TRUCKING, EAST WEST TRUCKING CO., LLC., IKE'S TRUCKING, INC., PARKER TRUCKING, NEWMAN TRUCKING, CHASE CATTLE COMPANY, JC POWELL d/b/a JC POWELL TRUCKING, JANE, LLC, H & B TRUCKING, LLC, RON NEUFELD, CRYSTAL'S LIVESTOCK EXPRESS, BOMHAK TRUCKING, REITER TRUCKING, INGLAND TRUCKING, LEON BOGARD, PARKS LIVESTOCK, DOUBLE V. EXPRESS, and LLT TRUCKING, INC.	§	
	§	
Defendants.	§	

EXHIBIT 2

CACTUS GROWERS, INC.'S ORIGINAL COMPLAINT IN INTERVENTION IN THE NATURE OF INTERPLEADER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Intervenor, CACTUS GROWERS, INC. (hereinafter "Intervenor"), complaining of EASTERN LIVESTOCK COMPANY, INC., GENE SHIPMAN, EASTERN TENNESSEE LIVESTOCK CENTER, INC., ALTON DARNELL d/b/a DARNELL ALTON BARN, DE CORDOVA CATTLE COMPANY, SUPERIOR LIVESTOCK AUCTION, INC., STOCKMAN OKLAHOMA LIVESTOCK MARKETING, INC., NICHOLS LIVESTOCK, FIFTH THIRD BANK, CHESTER BAY TRUCKING, EAST WEST TRUCKING CO., LLC., IKE'S TRUCKING, INC., PARKER TRUCKING, NEWMAN TRUCKING, CHASE CATTLE COMPANY, JC POWELL d/b/a JC POWELL TRUCKING, JANE, LLC, H & B TRUCKING, LLC, RON NEUFELD, CRYSTAL'S LIVESTOCK EXPRESS, BOMHAK TRUCKING, REITER TRUCKING, INGLAND TRUCKING, LEON BOGARD, PARKS LIVESTOCK, DOUBLE V. EXPRESS, and LLT TRUCKING, INC., and pursuant to Federal Rule of Civil Procedure 24, would show the court as follows:

I.

PARTIES

1. Plaintiff **Friona Industries, L.P.**, is a Delaware limited partnership with its principal place of business in Amarillo, Texas.

2. Defendant **Eastern Livestock Co., Inc.** is a Kentucky limited liability company with its principal place of business at 135 W. Market Street, New Albany, Indiana 47150. Service of summons on Eastern Livestock, Co., Inc. may be made by certified mail, return receipt requested

addressed to its registered agent, Mark S. Fenzel, c/o Middleton & Reutlinger, 2500 Brown & Williamson Tower, Louisville, Kentucky 40202, in accordance with Fed. R. Civ. P. 4(e)(1).

3. Defendant **Gene Shipman**, upon information and belief, is an individual residing in Texas. He may be served with summons made by certified mail, return receipt requested addressed to Gene Shipman, 11401 East FM 1075, Happy, TX 79042.

4. Defendant **East Tennessee Live Stock Center, Inc.**, upon information and belief, is a Tennessee corporation with its principal place of business in Sweetwater, Tennessee. Service of summons on East Tennessee Live Stock Center, Inc. may be made by certified mail, return receipt requested addressed to its registered agent, Mark W. Houston at Shy 11 North, P.O. Box 326, Sweetwater, Tennessee 37874, in accordance with Fed. R. Civ. P. 4(e)(1).

5. Defendant **Alton Darnell d/b/a Darnell Alton Barn**, upon information and belief, Alton Darnell is an individual residing in North Carolina. He may be served with summons made by certified mail, return receipt requested addressed to Alton Darnell, 480 Blevins Hollow Road, Piney Creek, North Carolina 28663.

6. Defendant **de Cordova Cattle Company**, upon information and belief, is a company with its principal place of business in Texas. It may be served with summons made by certified mail, return receipt requested addressed its owner, Russell Cordova at 1823 East Highway 64, Groesbeck, Texas 76642.

7. Defendant **Superior Livestock Auction, Inc.** is a Colorado corporation with its principal place of business at 1155 N. Colorado Avenue, Brush Colorado 80723. Service of summons on Superior Livestock Auction, Inc. may be made by certified mail, return receipt

requested addressed to its registered agent, Mona F. Wahlert at 1155 North Colorado Avenue, Brush, Colorado 80723, in accordance with Fed. R. Civ. P. 4(e)(1).

8. Defendant **Stockman Oklahoma Livestock Marketing, Inc.**, upon information and belief, is a Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. This Defendant's attorney has agreed to accept service. Service of summons on Stockman Oklahoma Livestock Marketing, Inc. may be made by certified mail, return receipt requested addressed to its attorney, Jeff Todd, McAffee & Taft, 10th Floor - Two Leadership Square, 211 North Robinson, Oklahoma City, Oklahoma 73102-7103.

9. Defendant **Nichols Livestock,** upon information and belief, is a company with its principal place of business in Oklahoma. It may be served with summons made by certified mail, return receipt requested addressed to its owners, Robert and Jane Nichols, at 21767 E. 1580 Road, Mount Park, Oklahoma 73559.

10. Defendant **Fifth Third Bank** is an Ohio banking corporation with its principal place of business at 38 Fountain Square Plaza, Cincinnati, Ohio 45263. Service of summons on Fifth Third Bank may be made by certified mail, return receipt requested addressed to its registered agent, James H. Hubbard at 38 Fountain Square Plaza, MD #10 at 76, Cincinnati, OH 45263, in accordance with Fed. R. Civ. P. 4(e)(1).

11. Defendant **Chester Bay Trucking,** upon information and belief, is a company with its principal place of business in Colorado. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Ron Bay, at 3166 Hwy 50 East, La Junta, Colorado 81050.

12. Defendant **East West Trucking Company, LLC,** upon information and belief, is a limited liability company with its principal place of business in Kentucky. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Eastern Livestock Company, Inc., at P.O. Box 1763, Glasglow, Kentucky 42142-1763.

13. Defendant **Ike's Trucking, Inc.,** upon information and belief, is a corporation with its principal place of business in Virginia. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Isaac Jacobs, at P.O. Box 81, St. Paul, Virginia 24283.

14. Defendant **Parker Trucking,** upon information and belief, is a company with its principal place of business in Texas. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Tommy Parker, at 5618 State Hwy 7, Marlin, Texas 76661-6640.

15. Defendant **Newman Trucking,** upon information and belief, is a company with its principal place of business in Oklahoma. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Bobby Newman, at 4414 East 207th, Mounds, Oklahoma, 74047.

16. Defendant **Chase Cattle Company,** upon information and belief, is a company with its principal place of business in Arizona. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Ken Hogenes, at 9621 S. 156th Place, Gilbert, Arizona 85234.

17. Defendant **JC Powell d/b/a JC Powell Trucking** upon information and belief, is a company with its principal place of business in Texas. It may be served with summons made by certified mail, return receipt requested addressed to its owners, J.C. & Charlene Powell, at 14707 CR 496, Tyler, Texas 75706.

18. Defendant **Jane, LLC,** upon information and belief, is a limited liability company with its principal place of business in Oklahoma. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Jane Nichols, at 21767 E. 1580 Road, Mt. Park, Oklahoma 73559.

19. Defendant **H&B Trucking, LLC,** upon information and belief, is a limited liability company with its principal place of business in Oklahoma. It may be served with summons made by certified mail, return receipt requested addressed to its president, Kendall Bayless, at RR 1 Box 15, Arnett, Oklahoma 73832-9701.

20. Defendant **Ron Neufeld,** upon information and belief, is an individual residing in Florida. He may be served with summons made by certified mail, return receipt requested addressed to Ron Neufeld, 5590 NE 157th Terr., Williston, Florida 32696.

21. Defendant **Crystal's Livestock Express,** upon information and belief, is a company with its principal place of business in Kansas. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Dave Crystal, at 692 E. 600th Avenue, Pittsburg, Kansas 66762.

22. Defendant **Bomhak Trucking,** upon information and belief, is a company with its principal place of business in Oklahoma. It may be served with summons made by certified mail,

return receipt requested addressed to its owner, Terry Bomhak, at 5704 N. Shepherd, El Reno, Oklahoma 73036.

23. Defendant **Reiter Trucking**, upon information and belief, is a company with its principal place of business in Texas. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Ronnie Reiter, at 324 Elm Street, Hereford, Texas 79045.

24. Defendant **Ingland Trucking,** upon information and belief, is a company with its principal place of business in Kansas. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Jim Ingland, at 11932 Rd. 6, Liberal, Kasnas 67901.

25. Defendant **Leon Bogard** upon information and belief, is an individual residing in Oklahoma. He may be served with summons made by certified mail, return receipt requested addressed to Leon Bogard, 2003 N. Spruce, McAllister, Oklahoma 74501.

26. Defendant **Parks Livestock** upon information and belief, is a company with its principal place of business in Illinois. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Shawn Andrews, at 9810 U.S. Route 150, Oakwood, Illinois 61858.

27. Defendant **Double V Express,** upon information and belief, is a company with its principal place of business in Oklahoma. It may be served with summons made by certified mail, return receipt requested addressed to its owner, Vernon Verhoeff, at 709 W. Broadway, Custer City, Oklahoma 73639.

28. Defendant **LLT Trucking, Inc.** upon information and belief, is a corporation with its principal place of business in Oklahoma. It may be served with summons made by certified mail,

return receipt requested addressed to its owner, Fred Loughridge, at 2501 Exchange Ave., Oklahoma City, Oklahoma 73108-2447.

29. Intervenor **Cactus Growers, Inc.** is a Texas Corporation with its principal place of business in Amarillo, Texas.

III.

BACKGROUND

30. Eastern Livestock Co., Inc. ("Eastern") is one of the largest cattle dealers in the United States. On any given business day, Eastern will be purchasing hundreds of thousands of dollars worth of cattle and also delivering hundreds of thousands of dollars of other cattle.

31. Eastern is a "dealer" as that term is defined in the Packers and Stockyards Act of the United States. As such, Eastern acquires cattle from hundreds of sources by purchase and resells cattle, often after sorting them into merchantable groups, to end users and purchasers such as Cactus Growers. In acquiring cattle, Eastern agreed to purchase the cattle, either at auctions or from individual suppliers, for a given price and attempts to profit upon the resale of the cattle.

32. On various dates prior to the date of filing of this action, Cactus Growers entered into agreements for the purchase of cattle from Eastern. These transactions are defined by written Contracts For Sale of Cattle ("Contracts"). Generally, the terms of the Contracts include the following:

a. The Contracts include a description of the cattle being sold.

b. The Contracts call for cattle to be delivered at a future date which may be near term or at a later date.

c. Subject to certain contingencies, the Contracts call for Cactus Growers to make a "down payment" on the cattle equivalent to $30 per head.

d. The Contracts may include a price determination mechanism granting one or the other party to the contract an option to declare the final agreed upon price in advance based on a relationship to futures contract prices.

e. The Contracts call for cattle to be delivered to the feed yards owned by Cactus Feeders.

f. The Contracts call for payment to be made following final delivery of the cattle.

g. The Contracts include the grant of a security interest in the subject cattle to secure Cactus Growers with respect to all of Eastern's obligations to Cactus Growers.

33. There were two types of contracts between Cactus Growers and Eastern. The first was Cattle Commitments a/k/a Purchase Orders ("Purchase Orders") where Cactus Growers has a short term order of cattle, usually an order to be filled within 30 days, and no down payment is required. There has been partial delivery on these Purchase Orders. The second type of contract is the Contract for Sale of Cattle ("Contract") (which is referenced in paragraph 32 above), which is where the Contracts call for future delivery of cattle to Cactus Growers from Eastern, Cactus Growers makes a down payment of $30/head, and the cattle will usually be delivered after 30 days or more.

34. With regard to the Purchase Orders, Cactus Growers has withheld certain payments from Eastern because Cactus Growers received numerous conflicting claims as to the right to such payments. Therefore, because of such conflicting claims, Cactus Growers may be subject to multiple

liabilities. The amount owed by Cactus Growers for cattle delivered to Cactus Growers under the Purchase Orders makes up the interpled funds, for which there are multiple conflicting claims.

35. With regard to the Contracts for Sale of Cattle, Cactus Growers fully performed its obligations and made payment to Eastern for a "down payment" of $30 per head. Cactus Growers has paid $283,080.00 to Eastern, constituting the "down money" associated with the Contracts for Sale of Cattle. Eastern has failed to perform on the Contracts for Sale of Cattle, and with Eastern's insolvency and the receivership, there is little to no likelihood of future performance, as no additional cattle will be delivered thereunder (hereinafter, "Cactus Growers' Down Money Claim").

36. Cactus Growers claims the right to offset the Cactus Growers' Down Money Claim against such amounts that might otherwise be payable by Cactus Growers to Eastern under previously performed contracts with Eastern. In addition, Cactus Growers has been damaged by Eastern's breach of the Contracts and Purchase Orders because Cactus Growers will have to procure replacement cattle at a higher market price. As of the filing of this Complaint, Cactus Growers estimates that it will incur a net loss of approximately $360,000.00 by virtue of Eastern's non-delivery of future cattle measured by market price differential (hereinafter, the "Cactus Growers' Contract Differential Claim"). Cactus Growers claims the right to offset the Cactus Growers' Contract Differential Claim against such amounts that might otherwise be payable by Cactus Growers to Eastern under previously performed contracts with Eastern.

37. Fifth Third Bank has previously filed a Uniform Commercial Code Financing Statement in the State of Kentucky being statement 2004-2031185-96. According to Fifth Third's Financing Statement, it holds a lien on the assets set forth therein which, in summary would include all of Eastern's assets, and, without limitation, purports to include accounts, equipment, farm

products, including livestock and inventory. Reference is hereby made to Fifth Third's Uniform Commercial Code filing.

38. On November 3, 2010, Cactus Growers became aware of active rumors in the industry that Eastern was in financial difficulty. On November 4, 2010, Cactus Growers was informed by Eastern's President, Tommy Gibson, that Fifth Third had frozen all of Eastern's bank accounts.

39. Beginning on November 4, 2010 and continuing until the filing of this Complaint, Cactus Growers has received contacts and claims from numerous parties who claim to have sold cattle to Eastern and have not yet been paid (the "Unpaid Claimants'), and claim that the cattle were delivered to a Cactus Feeders owned feedyard facility. The Unpaid Claimants have requested that Cactus Growers make payment to them directly, instead of making payment to Eastern under the Contracts and Purchase Orders.

40. Based on communications from Gene Shipman he is an Unpaid Claimant.

41. Based on communications from Eastern Tennessee Live Stock Center, Inc., it is an Unpaid Claimant.

42. Based on communications from Alton Darnell, he is an Unpaid Claimant.

43. Based on communications from de Cordova Cattle Company, it is an Unpaid Claimant.

44. Based on communications from Nichols Livestock, it is an Unpaid Claimant.

45. Based on communications from Superior Livestock Auction, it is an Unpaid Claimant.

46. Based on communications from Stockman Oklahoma Livestock Marketing, Inc., it is an Unpaid Claimant.

47. Based on communications from Chester Bay Trucking, it is an Unpaid Claimant.

48. Based on communications from East West Trucking Co., LLC, it is an Unpaid Claimant.

49. Based on communications from Ike's Trucking it is an Unpaid Claimant.

50. Based on communications from Parker Trucking it is an Unpaid Claimant.

51. Based on communications from Newman Trucking it is an Unpaid Claimant.

52. Based on communications from Chase Cattle Company it is an Unpaid Claimant.

53. Based on communications from JC Powell d/b/a JC Powell Trucking he is an Unpaid Claimant.

54. Based on communications from Jane, LLC it is an Unpaid Claimant.

55. Based on communications from H & B Trucking, LLC, it is an Unpaid Claimant.

56. Based on communications from Ron Neufeld he is an Unpaid Claimant.

57. Based on communications from Crystal's Livestock Express it is an Unpaid Claimant.

58. Based on communications from Bomhak Trucking it is an Unpaid Claimant.

59. Based on communications from Reiter Trucking it is an Unpaid Claimant.

60. Based on communications from Ingland Trucking it is an Unpaid Claimant.

61. Based on communications from Leon Bogard he is an Unpaid Claimant.

62. Based on communications from Parks Livestock it is an Unpaid Claimant.

63. Based on communications from Double V Express it is an Unpaid Claimant.

64. Based on communications from LLT Trucking, Inc. it is an Unpaid Claimant.

65. The Unpaid Claimants have requested and demanded of Cactus Growers, that it make payment directly to the respective Unpaid Claimants as opposed to Cactus Growers's usual method of payment by check made payable to Eastern.

66. Attached hereto and labeled Exhibit "A" is a spreadsheet listing various Contracts and Purchase Orders of Cactus Growers along with the cattle count and agreed upon purchase price (less previously paid down payments) for cattle received by Cactus Growers for which no final payment has been made.

67. Based on the events of November 4, 2010 and subsequent, including the appointment of a receiver for Eastern, Cactus Growers has good cause to believe that Eastern will not be able to further perform on its Contracts for future delivery of cattle to Cactus Growers. On November 11, 2010, Cactus Growers sent a demand for assurance of performance to Ms. Elizabeth Lynch, the receiver appointed for Eastern. A copy of the demand for assurance is attached hereto as Exhibit B.

68. Cactus Growers did not receive a response or any assurance from the receiver of Eastern that Eastern could perform on the Contracts and Purchase Orders and deliver the contracted cattle to Cactus Growers free and clear of liens, claims, and encumbrances. Therefore, on November 12, 2010, Cactus Growers terminated all of its open purchase contracts with Eastern as it appeared that it would be contractually impossible for Eastern to perform Eastern's contracts with Cactus Growers. A copy of the letter terminating the open contracts is attached hereto as Exhibit C. To the extent such contracts are breached, Cactus Growers will suffer damages with respect to the $30 per head down payment and will suffer damages due to market differentials. Consequently, Cactus Growers has a claim against Eastern and has a right to offset such claim against funds it would

otherwise owe Eastern. Cactus Growers also has a contractual security interest in cattle which are subject to its purchase contracts.

69. Based upon the events of November 4, 2010, Cactus Growers has good cause to believe that it will be subject to multiple and conflicting claims with respect to cattle for which it has received delivery and to funds that might otherwise be payable to Eastern.

70. Simultaneously with this filing, Cactus Growers will place in the Registry of the Court the amount of $1,767,599.37, which fund is paid into the Registry of the Court pursuant to 28 U.S.C.A. §1335 and representing the contractual price net of specific down payments and rejected cattle previously made on the cattle delivered and included in this action (the "Stake").

IV.

PETITION IN INTERVENTION

71. Intervenor has standing to intervene into this cause pursuant to Fed. R. Civ. P. 24(a), Intervenor has an interest relating to the transaction that is the subject of this action, and the Intervenor is so situated that disposing of the action may as a practical matter impair or impede the Intevenor's ability to protect its interest, unless existing parties adequately represent its interest.

72. This Court has jurisdiction of this case pursuant to 28 U.S.C.A. § 1335 because this case is in the nature of an interpleader and there are two or more adverse claimants of diverse citizenship claiming, or who may claim to be entitled, to the interpled funds.

73. This Court is a proper venue for this action under 28 U.S.C.A. § 1397 because a claimant to the fund resides in the Northern District of Texas, specifically Amarillo, Texas.

V

Count I – Action in the Nature of Interpleader

74. Cactus Growers has received multiple conflicting claims to the Stake from the Unpaid Claimants, Eastern, and Fifth Third. Such multiple and conflicting claims to the Stake may subject Cactus Growers to multiple liability.

75. In addition, Cactus Growers asserts its right to exercise its right of offset against the Stake at least in the amount of the Cactus Growers' Down Payment Claim and the Cactus Growers' Contract Differential Claim.

76. Cactus Growers further asserts its security interest in all subject cattle or their proceeds to secure it as to the obligations of Eastern to deliver cattle or, alternatively, refund down payments and pay market differential damages.

77. Cactus Growers asserts that its claim of offset and its security interest takes priority above Fifth Third Bank and any other claimant made a party hereto, or later joining this action.

78. Therefore, Cactus Growers pleads its claim to the Stake.

VI.

Count II – Breach of Contract

79. Eastern was unable to perform its contractual duties pursuant to outstanding contracts and Purchase Orders and is, therefore, in breach of contract. Eastern repudiated the Contracts and Purchase Orders, and Cactus Growers justifiably terminated the Contracts and Purchase Orders with Eastern.

80. Cactus Growers has been damaged by Eastern's breaches of contract and seeks damages associated with such breach(es). In that regard, Cactus Growers asserts a claim of offset against the Stake.

VII.

Count III – Other Suit Injunctions

81. Cactus Growers asserts its right under 28 U.S.C. §2361 for a preliminary and permanent injunction and requests the Court to enter an injunction restraining any claimants to the Stake from instituting or prosecuting any proceeding in any state or United States court affecting the Stake and brought against Cactus Growers.

82. There is no adequate remedy at law for Cactus Growers because it is facing conflicting demands and possible multiple litigation regarding the Stake. Accordingly, an injunction as set forth herein is proper and authorized under 28 U.S.C. §2361.

VIII.

Count IV – Declaratory Judgment

83. Cactus Growers hereby seeks a declaratory judgment pursuant to 28 U.S.C. §2201 & 2202. Specifically, Cactus Growers requests the Court to declare that Cactus Growers' claim to the Stake, to the extent of its right of offset and, security interest, is superior and prior to any other claimant to the Stake. Cactus Growers further requests that the Court declare and determine Eastern's failure to adequately assure Cactus Growers of future performance, that Eastern repudiated the Contracts and Purchase Orders, and that Eastern has breached the Contracts and Purchase Orders.

IX.

Count IV – Attorney's Fees and Costs

67. Cactus Growers has engaged the services of the undersigned attorneys to file this action and has agreed to pay them a reasonable fee for their services. Therefore, Cactus Growers seeks and is entitled to its attorney's fees and costs associated with this action.

X.

DEPOSIT AT INTEREST

68. Cactus Growers requests the court to enter an order providing for deposit of the interpled fund in an appropriate interest bearing account, such interest to accrue pro rata to the benefit of such claimants as may be subsequently awarded funds.

PRAYER

WHEREFORE PREMISES CONSIDERED, Intervenor, Cactus Growers, Inc., hereby requests that the Court issue process for all Defendants, and upon final hearing of this case, grant the relief requested above, and such other and further relief as Intervenor may be justly entitled.

DATED this 19th day of November, 2010.

Respectfully submitted,

LOVELL, LOVELL, NEWSOM & ISERN, L.L.P.
John H. Lovell, State Bar No. 12609300
Courtney D. Miller, State Bar No. 24055342
112 West 8th Avenue, Suite 1000
Eagle Centre Building
Amarillo, Texas 79101-2314
Telephone: (806) 373-1515
Facsimile: (806) 379-7176

By: Courtney Miller
Courtney D. Miller

ATTORNEYS FOR INTERVENOR

CERTIFICATE OF CONFERENCE

I hereby certify that on the 19th day of November, 2010, John Lovell attempted to confer with counsel listed below, but he was unable to reach him. However, based upon previous conversations, John Lovell believes that **he is not opposed** to Cactus Feeder's Inc. Petition in Intervention in the nature of Interpleader.

John Huffaker
SPROUSE SHRADER SMITH P.C.
701 S. Taylor, Suite 500
Amarillo, TX 79101

John Lovell by Courtney Miller
John H. Lovell

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was delivered, as certified below, this 19th day of November, 2010, to:

John Huffaker
SPROUSE SHRADER SMITH P.C.
701 S. Taylor, Suite 500
Amarillo, TX 79101

Via Electronic Mail

Courtney D. Miller

#10540

CONTRACT FOR SALE OF CATTLE

Cattle Contract Commitment No. 39903

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2205 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P.O. Box 3050, Amarillo, TX 79116
(806) 373-2333

OWNER: SELLER

Name EASTERN LIVESTOCK OG LLC (TOMMY GIBSON) Telephone 812.949.9050

Address 151 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of NINETY THOUSAND Dollars ($ $90,000.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEED YARDS between the dates of October 01 and October 30, 20 10 inclusive, at Buyer's/Seller's option.

Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
3000HD	YR	STR	4.95	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		%Hoof	Up	
825LBS.			DEL	75	--	-	--	--	-		%Truck	Down	

OCTOBER FEEDER BOARD MINUS (2.00) DEL

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
SEVEN	90 %LARGE	9 %HEAVY	%SHORT	THIN	GRAIN
UNEVEN	10 %MEDIUM	91 %MEDIUM	30 %MEDIUM	AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the VARIOUS LOCATIONS (Farm/Ranch), _____ (City/State), between or on October 01, 20 10, and October 30, 20 10.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS. (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS: CACTUS FEEDERS TO PRICE CATTLE ON OR BEFORE DELIVERY DATE DURING CME TRADING HOURS UNDER FEEDER BOARD WITH (2.00) DEL

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay 0.0 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 2 day of August, 20 10, is binding on all parties even though executed by Buyer and a copy sent to Seller.

Witness _____ Seller Eastern Livestock

Witness _____ Buyer: CACTUS GROWERS, INC. By: Its:

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20____.

Bank or Lender _____

Telephone No. _____

EXHIBIT 2

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¼ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT FOR SALE OF CATTLE

#11 606

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 8256 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P. O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. 39917

OWNER: SELLER 23103

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.949.9060

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of SIXTY THOUSAND Dollars ($ 60,000.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS FEEDYARDS between the dates of November 01 and November 30, 20 10 inclusive, at Buyer's/Seller's option. Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
2000 HD	YR	STR	2.00	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		% Hoof	Up	
825 LBS.			DEL	%	%	%	%	%	%		% Truck	Down	

NOVEMBER FEEDER BOARD MINUS (2.00) DEL

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
60 EVEN	90 % LARGE	90 % HEAVY	% SHORT	% THIN	GRASS
% UNEVEN	10 % MEDIUM	10 % MEDIUM	30 % MEDIUM	100 AVERAGE	
VERY UNEVEN	0 % SMALL	% LIGHT	70 % LONG	0 FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the VARIOUS LOCATIONS (Farm/Ranch), _____ (City/State), between or on November 01, 20 10, and November 30, 20 10.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS. (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS: CACTUS FEEDERS TO PRICE CATTLE ON OR BEFORE DELIVERY DATE DURING DMF TRADING HOURS. NOVEMBER FEEDER BOARD MINUS (2.00) DEL

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay 0.00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 5 day of August, 20 10, is binding on all parties even though executed by Buyer and a copy sent to Seller.

Witness _____ Seller _____

Witness _____ CACTUS GROWERS, INC. Buyer By: _____ Its: _____

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¾ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT FOR SALE OF CATTLE

#11207

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2303 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P. O. Box 3050, Amarillo, TX 79116
(806) 373-2333

OWNER: SELLER 23103

Cattle Contract Commitment No. 39918

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.949.9060

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of SIXTY THOUSAND Dollars ($ 60,000.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of November 01 and November 30, 20 10 inclusive, at Buyer's/Seller's option. Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
2000HD	YR	STR	2VER	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		%Hoof	Up	775
725LBS.				%	%	%	%	%	%		%Truck	Down	

NOVEMBER FEEDER BOARD EVEN DEL

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
EVEN	90 %LARGE	90%HEAVY	%SHORT	THIN	GRASS
UNEVEN	10 %MEDIUM	10%MEDIUM	%MEDIUM	AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	%LONG	FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the VARIOUS LOCATIONS (Farm/Ranch), _____ (City/State), between or on November 01, 20 10, and November 30, 20 10.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS: CACTUS FEEDERS TO PRICE CATTLE ON OR BEFORE DELIVERY DATE DURING CME TRADING HOURS NOVEMBER FEEDER BOARD EVEN DEL

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay .00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 6 day of August, 20 10 is binding on all parties even though executed by Buyer and a copy sent to Seller.

Witness

Seller Eastern Livestock Co. LLC

Witness

CACTUS GROWERS, INC.
Buyer By: Monty L Kothe Its: Buyer

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20 ____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¼ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

10646.

CONTRACT
FOR
SALE OF CATTLE

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2209 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P.O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. [illegible]

OWNER: SELLER 23103

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.949.9060

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of FORTY THOUSAND NINE HUNDRED EIGHTY Dollars ($ 940,980.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agreees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of [illegible] and [illegible], 20 10 inclusive, at Buyer's/Seller's option. Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
[illegible] HD	YR	STS	[illegible]	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		%Hoof	Up	825
[illegible] LBS.			DZL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		%Truck	Down	

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
80 EVEN	90 %LARGE	2 %HEAVY	%SHORT	THIN	GRASS
40 UNEVEN	10 %MEDIUM	10 %MEDIUM	30 %MEDIUM	100 AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the _____ (Farm/Ranch), VARIOUS LOCATIONS (City/State), between or on [illegible], 20 ____, and [illegible], 20 ____.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS:

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay _____ commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 27 day of August, 20 10 is binding on all parties even though executed by Buyer and a copy sent to Seller.

_____ Witness

Eastern Livestock for Gibson
Seller

_____ Witness

CACTUS GROWERS, INC.
Buyer By Monty F Koller Its: Buyer

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20 ____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

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EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¼ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT
FOR
SALE OF CATTLE

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2205 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P.O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. 40404 #540

OWNER: SELLER 23103

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812 949.9060

Address 105 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of TWENTY FOUR THOUSAND SIX HUNDRED NINETY Dollars ($ 24,690.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of May 01 and May 30, 20 11 inclusive, at Buyer's/Seller's option. Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
				NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2				
823 HD	YR	HFR	107.50								%Hoof	04 Up	750
750 LBS.			DEL								2 %Truck	Down	

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
60 EVEN	90 %LARGE	90 %HEAVY	0 %SHORT	0 THIN	GRASS
40 UNEVEN	10 %MEDIUM	10 %MEDIUM	30 %MEDIUM	100 AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	0 FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the _____ (Farm/Ranch), VARIOUS LOCATIONS (City/State), between or on May 01, 20 11, and May 30, 20 11.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS:

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay 0.00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 4 day of October, 20 10. is binding on all parties even though executed by Buyer and a copy sent to Seller.

_____ Witness

Eastern Livestock Co LLC
Seller
Tom Gibson

_____ Witness

CACTUS GROWERS, INC.
Buyer By: Monty L Kollar Its: Buyer

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20 ____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to **CACTUS GROWERS, INC.** in all cattle the subject of this contract to secure repayment of the down payment advanced by **CACTUS GROWERS, INC.** to **SELLER. CACTUS GROWERS, INC.** shall have all rights of a secured party as provided under Article 9 or the **UNIFORM COMMERCIAL CODE** in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. **SELLER** agrees to tell **CACTUS GROWERS, INC.** of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. **SELLER** agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, **CACTUS GROWERS, INC.** must be notified and change of feed or pasture will be allowed only with **BUYER'S** consent. **SELLER** warrants that cattle have not, while under **SELLER'S** ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event **SELLER** tenders to **BUYER** at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, **BUYER** shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from **SELLER** of all monies paid by **BUYER** as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with **SELLER** to make up the quantity rejected by delivering to **BUYER** at **SELLER'S** expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with **SELLER** to immediately pay to **BUYER** its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If **SELLER** fails to tender the quantity called for herein, **BUYER** may demand make up of quantity by **SELLER.** If **SELLER** breaches this contract, **BUYER SHALL,** additionally, have the right to recover from **SELLER** its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of **BUYER'S** destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by **SELLER. SELLER** agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the **BUYER** has the option to terminate the contract and **SELLER** will immediately return to **BUYER** all monies paid previously by **BUYER,** and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by **BUYER.**

Unless otherwise specified in the **BREED & COLOR** comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¼ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by **BUYER.**

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. **BUYER** may, at **BUYER'S** option, accept cattle only in load lot quantities. **BUYER** is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT FOR SALE OF CATTLE

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2208 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P. O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. 40405

OWNER: SELLER 22102

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.949.9060

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of TWENTY THOUSAND FOUR HUNDRED Dollars ($ $20,400.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of December 01 and December 30, 20 10 inclusive, at Buyer's/Seller's option.

Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
680 HD	YR	STR	CWT	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		%Hoof	Up	
815 LBS.			DEL	10	10	0	10	10	0		%Truck	Down	

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
80 EVEN	90 %LARGE	90 %HEAVY	0 %SHORT	0 THIN	GRASS
20 UNEVEN	10 %MEDIUM	10 %MEDIUM	30 %MEDIUM	100 AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	0 FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State).

DELIVERY: Cattle will be delivered F.O.B. the trucks on the VARIOUS LOCATIONS (Farm/Ranch), _____ (City/State), between or on December 01, 20 10, and December 30, 20 10.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS. (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS:

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay .00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 4 day of October, 20 10 is binding on all parties even though executed by Buyer and a copy sent to Seller.

Witness _____ Seller _____

Witness _____ CACTUS GROWERS, INC. Buyer _____ Its: _____

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20 _____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¾ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT
FOR
SALE OF CATTLE

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2209 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P.O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. 40406

OWNER: SELLER 23103

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.949.9060

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of THIRTY ONE THOUSAND THREE HUNDRED TWENTY Dollars ($ $31,320.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of April 01 and April 30, 20 10 inclusive, at Buyer's/Seller's option. Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
				NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2				
1044 HD	FR	STR	106.50								%Hoof	.04 Up	855
855 LBS.			DEL	70	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		2 %Truck	Down	

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
60 EVEN	90 %LARGE	90 %HEAVY	0 %SHORT	0 THIN	GRASS
40 UNEVEN	10 %MEDIUM	10 %MEDIUM	30 %MEDIUM	100 AVERAGE	
0 VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	0 FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State)

DELIVERY: Cattle will be delivered F.O.B. the trucks on the _____ (Farm/Ranch), VARIOUS LOCATIONS (City/State), between or on April 01, 20 10, and April 30, 20 10.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS:

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay 0.00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this 4 day of October, 20 10. is binding on all parties even though executed by Buyer and a copy sent to Seller.

_____ Witness

Eastern Livestock
Seller Tom Gibson

_____ Witness

CACTUS GROWERS, INC.
Buyer By: Wendy Holler Its: Buyer

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20 ____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

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The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

CONTRACT FOR SALE OF CATTLE

Cactus GROWERS, INC
CORPORATE OFFICE
P.O. BOX 3050 - 2208 W. 7TH
AMARILLO, TX 79116
TELEPHONE (806) 373-2333 FAX (806) 371-4774

BUYER: CACTUS GROWERS, INC.
P. O. Box 3050, Amarillo, TX 79116
(806) 373-2333

Cattle Contract Commitment No. 40407 # 541

OWNER: SELLER 23103

Name EASTERN LIVESTOCK CO LLC (TOMMY GIBSON) Telephone 812.948.5000

Address 135 WEST MARKET NEW ALBANY IN 47150

WITNESSETH: For the sum of ELEVEN THOUSAND FOUR HUNDRED Dollars ($ 11,400.00), the receipt of which is hereby acknowledged, as part of the purchase price, Seller sells and agrees to deliver to Buyer, or its assigns, the following described livestock F.O.B. Buyer's/Seller's trucks at VARIOUS CACTUS FEEDYARDS between the dates of May 01 and May 30, 20 11 inclusive, at Buyer's/Seller's option.

Buyer agrees to pay the balance of the purchase price upon delivery.

NUMBER	AGE	SEX	PRICE	OKIES %			X BREEDS %			BRAND & LOCATION	SHRINK	SLIDE	WT. LIMIT
380 HD	FR	STR	105.00 DEL	NO. 1	NO. 1½	NO. 2	NO. 1	NO. 1½	NO. 2		% Hoof	06 Up	900
900 LBS.											2 % Truck	Down	

WT. VARIANCE	FRAME SIZE	BONE	AGE FOR WT.	CONDITION	PASTURE OR FEED
80 EVEN	90 %LARGE	90 %HEAVY	0 %SHORT	0 THIN	GRASS
20 UNEVEN	10 %MEDIUM	10 %MEDIUM	30 %MEDIUM	100 AVERAGE	
VERY UNEVEN	0 %SMALL	0 %LIGHT	70 %LONG	0 FLESHY	

SELLER agrees to deliver within 5% of said cattle or have sufficient proof of death by a licensed veterinarian. If the BUYER so demands, any cattle not delivered under the terms and conditions herein set forth will have to be replaced (of equal quality and size) at SELLER'S expense to BUYER'S approval.

ORIGIN OF CATTLE: NATIVES

BREED AND COLOR: NO 1 OKIES OR BETTER

WEIGHING CONDITIONS: This will be a daylight delivery. No feed or water shall be given cattle on the day of delivery. Cattle will be weighed on TRUCK (Ground/Truck) scales, with a 2 % shrink on _____ (State Approved Scales) near VARIOUS LOCATIONS (City), _____ (State).

DELIVERY: Cattle will be delivered F.O.B. the trucks on the VARIOUS LOCATIONS (Farm/Ranch), _____ (City/State), between or on May 01, 20 11, and May 30, 20 11.

CURRENT LOCATION: Cattle are currently located in _____ county, _____ miles _____ (Direction) of VARIOUS LOCATIONS. (City), _____ (State).

ADDITIONAL COMMENTS AND TERMS:

SELLER'S WARRANTIES: In addition to its other warranties and representations, SELLER represents and warrants that the cattle are healthy, merchantable, and are fit for the intended purpose of feeding in a feedyard. In addition, SELLER represents and warrants that he has good and marketable title to the cattle and that he will deliver all cattle free and clear of any liens and encumbrances. The cattle are subject to a lien, security interest, or chattel mortgage in favor of

_____ (Lienholder), _____ (Officer), _____ (Phone)

of _____ (City), _____ (State). If cattle are encumbered by lien, security interest or chattel mortgage Buyer's check will be made payable to both Seller and lienholder. Any change in Seller's financing will be reported immediately to Buyer.

CACTUS GROWERS, INC., agrees to pay 0.00 commission to _____ acting as agent for Buyer upon completion of the Contract.

BUYER AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND BACK OF THIS CONTRACT. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS CONTRACT.

This contract dated and executed this _____ day of October, 20 10. is binding on all parties even though executed by Buyer and a copy sent to Seller.

_____ Witness

Eastern Livestock

Seller

_____ Witness

CACTUS GROWERS, INC.

Buyer By: Its: Buyer

The Bank or Lender of Seller, hereby consents to this Cattle Contract, and recognizes and acknowledges that the Buyer has made a down payment toward the purchase of said cattle this the _____ day of _____, 20_____.

Bank or Lender _____

Telephone No. _____

SELLER grants a security interest to CACTUS GROWERS, INC. in all cattle the subject of this contract to secure repayment of the down payment advanced by CACTUS GROWERS, INC. to SELLER. CACTUS GROWERS, INC. shall have all rights of a secured party as provided under Article 9 or the UNIFORM COMMERCIAL CODE in effect in Texas. Texas law shall apply to all matters, including disputes, governing this contract. This contract may be filed as nonconforming UCC financing statement. SELLER agrees to tell CACTUS GROWERS, INC. of all potential buyers of the cattle that are the subject of this agreement, and to notify all parties who may have any security interest now, or that may acquire any security interest later, in these cattle of provisions of this paragraph.

Cattle are now on pasture and/or feed as indicated on the front. SELLER agrees to keep cattle on the same feed and/or pasture until delivered. If cattle must be changed to a different kind of feed and/or pasture for any reason, CACTUS GROWERS, INC. must be notified and change of feed or pasture will be allowed only with BUYER'S consent. SELLER warrants that cattle have not, while under SELLER'S ownership and control, been fed any ruminant derived protein (meat and bone meal) as specified by The Food and Drug Administration regulation 21 CFR 589.2000.

In the event SELLER tenders to BUYER at time of delivery, cattle which fail to conform to the description therein, either as a quantity or quality, BUYER shall have the option of: (1) rejecting all of the cattle and immediately receiving a refund from SELLER of all monies paid by BUYER as a part payment; (2) rejecting the nonconforming cattle and accepting conforming cattle with an appropriate price adjustment; (3) rejecting the nonconforming cattle with SELLER to make up the quantity rejected by delivering to BUYER at SELLER'S expense conforming cattle within the ten (10) days of rejection; (4) accepting the conforming cattle with SELLER to immediately pay to BUYER its damages realized from having to replace the cattle not delivered at the current prices; (5) or taking any other action authorized by this agreement or by law.

If SELLER fails to tender the quantity called for herein, BUYER may demand make up of quantity by SELLER. If SELLER breaches this contract, BUYER SHALL, additionally, have the right to recover from SELLER its actual, incidental and consequential damages, (including but not limited to cost of transportation to point of BUYER'S destination for conforming cattle to replace nonconforming cattle), attorney fees, court costs and other appropriate expenses.

SLIDE: SELLER agrees to adjust price for variance from weight limits described herein at the slide adjustment described herein according to the example slide set out below.

EXAMPLE SLIDE: Up Slide: If the slide is 4 cents, the weight limit is 700#, the price is $80.00 per cwt, and at delivery the cattle weigh 710#, then the 10# over the limit will be multiplied by 4 cents (or whatever the amount of the slide) which equals 40 cents per cwt. The 40 cents is subtracted from the $80.00 per cwt., which equals $79.60 per cwt. on the total pay weight on the consignment. The same applies to the down slide except that the average pounds under the weight limit will increase the price per cwt.

The livestock covered by this contract are purchased subject to all federal and state regulations. All inspection, weighing, brand inspection, dipping, beef council and veterinary fees will be paid by SELLER. SELLER agrees that if at the time of delivery there exists any federal or state regulations prohibiting the intrastate, or interstate, shipment of the cattle subject to this contract the BUYER has the option to terminate the contract and SELLER will immediately return to BUYER all monies paid previously by BUYER, and thereafter all rights and obligations of the parties under this contract will be ended.

Cattle do not conform to this contract and are subject to rejection, in addition to any other reason for rejection, if they are unmerchantable. Unmerchantable cattle include, but are not limited to: sway-backed, hump-backed, crippled, foot rot, snake bit, abscess, lump jaw, sick, blind, short, stags, bulls, bred heifers, loco animals, or any other nonconforming cattle as determined by BUYER.

Unless otherwise specified in the BREED & COLOR comments on the face of this contract, the following cattle will be classified as cuts and therefore unmerchantable and not acceptable as conforming cattle within this contract. Cattle which are ½ or more Dairy crosses, ½ or more Longhorn crosses, ½ or more Chianina crosses, ¾ or more Brahma crosses, purebred Shorthorns, small frame cattle, rat tail cattle, double muscle cattle, and any long age heifers (heiferettes) as determined by BUYER.

Load lots are not less than 43,000 lbs., and not more than the maximum gross weight allowed by any state through which the cattle must travel. BUYER may, at BUYER'S option, accept cattle only in load lot quantities. BUYER is not required to accept specific number of head of cattle which exceeds load lot quantities.

ARBITRATION CLAUSE

Any controversy or claim arising out of, or related to this agreement, or any related agreements, with regard to either their interpretation or breach, shall be settled by binding arbitration in accordance with the Arbitration Rules of the Texas Cattle Feeders Association ("TCFA"). If for any reason the TCFA is unable to conduct the arbitration, both parties shall select a single arbitrator, each of whom shall then select a third, which arbitration panel shall conduct the arbitration in accordance with the TCFA arbitration rules as closely as possible. The arbitration shall be conducted in Amarillo, Potter County, Texas. The parties agree that all claims of any type by either party, including defenses, and including without limitation all claims for misrepresentation, fraud, tort, or any other claims whatsoever, shall be included in the arbitration. The parties further consent to jurisdiction of any appropriate court in the Northern District of Texas possessing venue and subject matter jurisdiction to enforce the provisions of this paragraph and/or to confirm any award rendered by the arbitrator.

The prevailing party to any dispute shall be entitled to be reimbursed for its reasonable costs and expenses including attorney fees incurred in resolving the matter.

Eastern Livestock Verbal Contract # 10775

Sold to: Cactus Feeders

Date: 9-27-10

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
1090 Strs COMM NO 40357	$109.00 del.	.04 cent slide over 800 lbs.	Oct. 1-30 2010

EXHIBIT 3

Eastern Livestock Verbal Sale Contract

Sold To: Cactus Feeders CF# 40493 A

Date: 10/19/2010

Salesman: Thomas P. Gibson

Head & Kind	Price	Slide	Del. Date
1000 Strs	$113.00	$.04 cents over 650 Lbs	Oct.19 - 31 2010
(Ks)			

Eastern Livestock Verbal Sale Contract

Sold To: Cactus Feeders CF# 40493 A

Date: 10/19/2010

Salesman: Thomas P. Gibson

Head & Kind	Price	Slide	Del. Date
1000 Strs	$113.00	$.04 cents over 650 Lbs	Oct.19 - 31 2010
(Ks)			

Eastern Livestock Verbal Contract # 10893

Sold to: Cactus Feeders CF # 40493 B

Date: 10/19/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
1000 Strs (TX)	$113.00 del.	.04 cent slide over 650 lbs.	Oct. 19 -31 2010

Eastern Livestock Verbal Contract

10893

Sold to: Cactus Feeders CF # 40493 B

Date: 10/19/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
1000 Strs (TX)	$113.00 del.	.04 cent slide over 650 lbs.	Oct. 19-31 2010

Attn: Susie

Eastern Livestock Verbal Contract

1927

Sold to: Cactus Feeders

Date: 10/22/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
2000 Hfrs	$107.00 del.	.04 cent slide over 725 lbs.	Oct. 25 / Nov. 25

Commitment # 40524

Eastern Livestock Verbal Sale Contract

Sold To: Cactus Feeders

Date: 11/1/2010

Salesman: Thomas P Gibson

Head & Kind	Price	Slide	Del. Date
4 lds of strs Add 4% to off truck weight	$109.50	$.04 cents over 825	Nov 1 - 5,2010

Eastern Livestock Verbal Contract

Sold to: Cactus Feeders

Date: 11/1/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
515 Hfrs	$106.25 del. To Wrangler FY	.04 cent slide over 675 lbs.	Nov. 1-12 2010

Eastern Livestock Verbal Contract

#11528 40582

Sold to: Cactus Feeders

Date: 11/1/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
1000 Strs	$114.00 del.	.04 cent slide over 700 lbs.	Nov. 1-30 2010

Eastern Livestock Verbal Contract

#11529

Sold to: Cactus Feeders

Date: 11/1/2010

Salesman: TPG

Head & Kind	Price	Slide	Del. Date
1000 Strs	$115.00 del. To TX	.04 cent slide over 650 lbs.	Nov. 1-30 2010

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

39903

Date: July 30, 2010 Buyer: MK

Source/Seller: EASTERN LIS / Town, State:

Owner:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - ULY EAST [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH: 10/7/10

OTHER: 10700

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up: 2% TRUCK

Slide: .04 CENTS 825

Comments:

CATTLE PURCHASED:	A	B	C	D
SEX	Str			
HEAD IN	3000			
WEIGHT: FROM	775			
TO	825			
DEL DATE: FROM	OCT 1, 2010			
TO	OCT 30, 2010			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

10/7/10

108.85

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT	(2.00)			
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	106.85			

DOWN PAYMENT: OCTOBER FR

PER HEAD	30.00			
TOTAL	90,000.00			
CHECK NO.	709559			
DRAFT NO.				
PAY TO:	EASTERN LIVESTOCK			

PROJECTED BREAKEVEN:

CASH/BREAKEVEN	101.31			
BREAKEVEN/CWT				
SELLING DATE	3.24.2011			
HEDGE MONTH	4.2011			
#OF CONTRACTS	96.79			

EXHIBIT 4

EDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

39917

Box 3050 • Amarillo, TX 79116-3050

te: July 30, 2010 Buyer: MK Owner:

rce/Seller: EASTERN LIVESTOCK Town, State:

ler No:

k Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

ANTICIPATED DELIVERY LOCATION:

- CAC [ ]	4 - HCF [ ]	7 - SYR [ ]	10 - ULY	
- FFY [ ]	5 - WCF [ ]	8 - ULY [ ]	EAST [ ]	
- SFY [ ]	6 - WRG [ ]	9 - SWF [ ]		

RANCH:

OTHER:

Origin: VARIOUS LOCATIONS

Weigh Up: 2% TRUCK

Slide:

Comments: .04 CENTS 825

TTLE RCHASED:	A	B	C	D
X	Strs			
AD IN	2000			
EIGHT: FROM	775			
TO	825			
L DATE: FROM	Nov 1, 2010			
TO	Nov 30, 2010			
SCRIPTION: KIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
REDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
TIMATED LDS (%): 1 & 2'S				
4'S				
CHOICE				
MES	1☐ 2☐ 3☐ 4☐ 5☐			
NDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer: 11.08.2010				
PRICE:	110.80			
CATTLE/CWT	(2.00)			
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	108.80			
DOWN PAYMENT:	NOVEMBER FEEDER BOARD			
PER HEAD	30.00			
TOTAL	60,000.00			
CHECK NO.	709569			
DRAFT NO.				
PAY TO:	EASTERN LIVESTOCK			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	106.19			
BREAKEVEN/CWT	106.19			
SELLING DATE	4.26.2011			
HEDGE MONTH	4.2011			
#OF CONTRACTS	64.27			

NO VERBAL

EXHIBIT 4

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

39918

Date: July 30, 2010 Buyer: MK Owner:

Source/Seller: EASTERN LIVESTOCK Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - ULY

2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ] EAST [ ]

3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up: 2010 TRUCK

Slide:

Comments: .04 CENTS 775

CATTLE PURCHASED:	A	B	C	D
SEX	Str			
HEAD IN	2000			
WEIGHT: FROM	725			
TO	775			
DEL DATE: FROM	Nov 1, 2010			
TO	Nov 30, 2010			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

95 40

	A	B	C	D
Customer:	11.08.2010			
PRICE:	110.80			
CATTLE/CWT	EVEN			
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	110.80			
DOWN PAYMENT:	NOVEMBER FEEDER			
PER HEAD	30.00			
TOTAL	60,000.00			
CHECK NO.	109559			
DRAFT NO.				
PAY TO:	EASTERN LIVESTOCK			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	105.12			
BREAKEVEN/CWT	105.12			
SELLING DATE	5.09.2011			
HEDGE MONTH	6.2011			
#OF CONTRACTS	64.42			

NO VERBAL

EXHIBIT 4

40112

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 8.26.2010 Buyer: MK

Source/Seller: Eastern Livestock

Owner:

Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up:

Slide: 2% TRUCK

Comments: .04 CENTS 825

CATTLE PURCHASED:	A	B	C	D
SEX	Str			
HEAD IN	1366			
WEIGHT: FROM	775			
TO	825			
DEL DATE: FROM	Oct 1, 2010			
TO	Oct 30, 2010			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:	18500			
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	113.75			
DOWN PAYMENT:				
PER HEAD	30.00			
TOTAL	40,980.00			
CHECK NO.	709668			
DRAFT NO.				
PAY TO:	Eastern Livestock Co LLC			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	101.99			
BREAKEVEN/CWT	101.99			
SELLING DATE	3.24.2011			
HEDGE MONTH	4.2011			
#OF CONTRACTS	44.06			

NO VERBAL

EXHIBIT 4

40357

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 9.27.2010 Buyer: MONTY Owner:

Source/Seller: EASTERN LIVESTOCK Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

754

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up: 2010 TRUCK

Slide:

Comments: 104 CENTS 800

CATTLE PURCHASED:	A	B	C	D
SEX	STR			
HEAD IN	1090			
WEIGHT: FROM	750			
TO	800			
DEL DATE: FROM	Sept 27, 2010			
TO	Oct 30, 2010			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer: 10700				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	109.00 del			
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	101.46			
BREAKEVEN/CWT	101.46			
SELLING DATE	3.29.2011			
HEDGE MONTH	4.2011			
#OF CONTRACTS	35.07			

EXHIBIT 4

40404

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 10.01.2010 Buyer: MK Owner:

Source/Seller: EASTERN LIS Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up:

Slide: 20/0 TRUCK

Comments:

10H CENTS 750

CATTLE PURCHASED:	A	B	C	D
SEX	H			
HEAD IN	823			
WEIGHT: FROM	700			
TO	750			
DEL DATE: FROM	MAY 01, 2011			
TO	MAY 30, 2011			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:	1301			
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	107.50			
DOWN PAYMENT:				
PER HEAD	30.00			
TOTAL	24690.00			
CHECK NO.	109917			
DRAFT NO.				
PAY TO:	Eastern Livestock Co LLC			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	99.38			
BREAKEVEN/CWT	99.38			
SELLING DATE	10.5.2011			
HEDGE MONTH	10.2011			
#OF CONTRACTS	33.46			

NO VERBAL

EXHIBIT 4

40405

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 10.01.2010 Buyer: MK Owner:

Source/Seller: EASTERN LIS / Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up:

Slide: 2010 TRUCK

Comments: 104 CENTS 815

CATTLE PURCHASED:	A	B	C	D
SEX	STR			
HEAD IN	680			
WEIGHT: FROM	765			
TO	~~765~~ 815			
DEL DATE: FROM	DEC. 01, 2010			
TO	DEC 30, 2010			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	111.50			
DOWN PAYMENT:				
PER HEAD	30.00			
TOTAL	20400.00			
CHECK NO.	709147			
DRAFT NO.				
PAY TO:	Eastern Livestock Co LLC			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	99.75			
BREAKEVEN/CWT	99.75			
SELLING DATE	5.21.2011			
HEDGE MONTH	6.2011			
#OF CONTRACTS	21.98			

NO VERBAL

EXHIBIT 4

40406

FEEDLOT CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 10.01.2010 Buyer: MK Owner:

Source/Seller: EASTERN LIS / Town, State:

Seller No:

Risk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

Origin: VARIOUS LOCATIONS

Weigh Up:

Slide: 2% TRUCK

Comments: 104 CENTS 865

CATTLE PURCHASED:	A	B	C	D
SEX	STR			
HEAD IN	1044			
WEIGHT: FROM	815			
TO	865			
DEL DATE: FROM	April 01, 2011			
TO	April 30, 2011			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	108.50			
DOWN PAYMENT:				
PER HEAD	30.00			
TOTAL	31,320.00			
CHECK NO.	709117			
DRAFT NO.				
PAY TO:	Eastern Livestock Co LL			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	99.05			
BREAKEVEN/CWT	99.05			
SELLING DATE	9.04.2010			
HEDGE MONTH	10.2010			
#OF CONTRACTS	34.42			

NO VERBAL

EXHIBIT 4

40407

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 10.01.2010 Buyer: MK Owner:

Source/Seller: EASTERN LIVESTOCK Town, State:

Seller No:

Risk Flag:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

Origin: VARIOUS LOCATIONS

Weigh Up:

Slide: 2010 TRUCK

Comments: 104 CENTS 865

CATTLE PURCHASED:	A	B	C	D
SEX	STR			
HEAD IN	380			
WEIGHT: FROM	815			
TO	865			
DEL DATE: FROM	May 01, 2011			
TO	May 30, 2011			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	108.50			
DOWN PAYMENT:				
PER HEAD	30.00			
TOTAL	11,400.00			
CHECK NO.	109917			
DRAFT NO.				
PAY TO:	Eastern Livestock Co LLC			
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	98.02			
BREAKEVEN/CWT	98.02			
SELLING DATE	10.06.2011			
HEDGE MONTH	10.2011			
#OF CONTRACTS	12.6			

NO VERBAL

EXHIBIT 4

EEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

40493

Date: 10-19-10 Buyer: MK Owner:

Source/Seller: / Eastern Town, State:

Seller No:

Risk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:
		X		

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [B] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

Origin: Various locations

Weigh Up: 2nd truck

Slide: 4 & 1050

Comments:

CATTLE PURCHASED:	A	B	C	D
	10700	14497		
SEX	S	S		
HEAD IN	1000 2000	1000		
WEIGHT: FROM	600	600		
TO	1050	1050		
DEL DATE: FROM	10-19-10	10-19-10		
TO	10-20-10	10-20-10		
DESCRIPTION: OKIES (%): NO. 1	70	70		
NO. 1 1/2	10	10		
NO. 2				
BREDS (%): NO. 1	10	10		
NO. 1 1/2	10	10		
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				

FRAMES 1☐ 2☐ 3☐ 4☐ 5☐

CONDITION THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	113.00	113.00		
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	101.44	101.44		
BREAKEVEN/CWT	✓	✓		
SELLING DATE	5-23-11	5-23-11		
HEDGE MONTH	4-11	4-11		
#OF CONTRACTS	31.01	31.01		

EXHIBIT 4

40524

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

:EDER CATTLE PURCHASE LOG

ıte: 10-25-10 Buyer: MK Owner:

ıurce/Seller: / Eastern Town, State:

ıller No:

sk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:
		X		

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [B] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [A] 9 - SWF [ ]

Origin: Various

Weigh Up: 2% truck

Slide: 4¢ 725

Comments:

RANCH:

OTHER:

13011 - No Letter 14497 13011

ATTLE JRCHASED:	A	B	C	D
:EX	H 434			
IEAD IN	~~2000~~	1566		
VEIGHT: FROM	675	675		
TO	725	725		
)EL DATE: FROM	10-25-10	10/25/10		
TO	11-25-10	11/25/10		
)ESCRIPTION: OKIES (%): NO. 1	70	70		
NO. 1 1/2	10	10		
NO. 2				
(BREDS (%): NO. 1	10	10		
NO. 1 1/2	10	10		
NO. 2				
:STIMATED /IELDS (%): 1 & 2'S				
4'S				
CHOICE				

:RAMES 1☐ 2☐ 3☐ 4☐ 5☐

:ONDITION THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	$107.00	107.00		
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	106.26	106.65		
BREAKEVEN/CWT	✓			
SELLING DATE	4-21-11	4/21/11		
HEDGE MONTH	4-11	4/11		
#OF CONTRACTS	55.59	43.52		

EXHIBIT 4

40576

CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 11-1-10 Buyer: MK Eastern Owner:

Source/Seller: / Town, State:

Seller No:

Risk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:
		X		

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [X] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

Origin: Various - Gatesville, TX

Weigh Up: 4% back off scale

Slide: 4# 625

Comments:

C

CATTLE PURCHASED:	A	B	C	D
SEX	S			
HEAD IN	260			
WEIGHT: FROM	775			
TO	825			
DEL DATE: FROM	Nov 1	2010		
TO	Nov 5	2010		
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	109.50			
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				

TOTAL

PROJECTED BREAKEVEN:		
CASH/BREAKEVEN	105.99	
BREAKEVEN/CWT	✓	
SELLING DATE	4-14-11	
HEDGE MONTH	4-11	
#OF CONTRACTS	8.33	

EXHIBIT 4

40581

EEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

ate: 11-1-11 Buyer: MK Owner:

ource/Seller: / Eastern Town, State:

iller No:

sk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:
	-	X		

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [ ] 9 - SWF [ ]

RANCH:

OTHER:

Origin: VARIOUS
Weigh Up: 2% Truck
Slide: 4 & 450
Comments:

10700

ATTLE IRCHASED:	A	B	C	D
EX	S			
EAD IN	1000			
'EIGHT: FROM	1000			
TO	1050			
EL DATE: FROM	Nov 1	2010		
TO	Nov 30	2010		
ESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
TIMATED ELDS (%): 1 & 2'S				
4'S				
CHOICE				
AMES	1☐ 2☐ 3☐ 4☐ 5☐			
NDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	115.00			
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	102.10			
BREAKEVEN/CWT	✓			
SELLING DATE	4-9-11			
HEDGE MONTH	4-11			
#OF CONTRACTS	31.69			

EXHIBIT 4

40582

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

EDER CATTLE PURCHASE LOG

1/02 Mk Eastern

ile: _____ Buyer: _____ Owner: _____

urce/Seller: _____ Town, State: _____

ller No: _____

k Flag: _____

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ]	4 - HCF [ ]	7 - SYR [ ]
2 - FFY [ ]	5 - WCF [ ]	8 - ULY [ ]
3 - SFY [ ]	6 - WRG [ ]	9 - SWF [ ]

10 - FIRE [ ]

RANCH: _____

OTHER: _____ 10700

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:
✓				

Origin: Various

Weigh Up: 2907

Slide: 4x 5700

Comments: _____

TTLE RCHASED:	A	B	C	D
EX	5			
EAD IN	1000			
EIGHT: FROM	650			
TO	700			
EL DATE: FROM	Nov 1 -			
TO	Nov 30			
ESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
STIMATED ELDS (%): 1 & 2'S				
4'S				
CHOICE				
ES	1☐ 2☐ 3☐ 4☐ 5☐			
ONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	114.00 DLL			
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	103.95			
BREAKEVEN/CWT	✓			
SELLING DATE	5-31-11			
HEDGE MONTH	6-11			
#OF CONTRACTS	31.00			

EXHIBIT 4

40585

FEEDER CATTLE PURCHASE LOG

Cactus GROWERS, INC.

Box 3050 • Amarillo, TX 79116-3050

Date: 11-2-11 Buyer: MK Owner:

Source/Seller: / Eastern Town, State:

Seller No:

Risk Flag:

BACKGROUND:

Auction	Wheat	Grass	Growyard	Other:

ANTICIPATED DELIVERY LOCATION:

1 - CAC [ ] 4 - HCF [ ] 7 - SYR [ ] 10 - FIRE [ ]
2 - FFY [ ] 5 - WCF [ ] 8 - ULY [ ]
3 - SFY [ ] 6 - WRG [X] 9 - SWF [ ]

Origin: Various locations

Weigh Up: 2% truck

Slide: .04 @ 1075

RANCH:

OTHER:

Comments:

CATTLE PURCHASED:	A	B	C	D
SEX	H			
HEAD IN	515			
WEIGHT: FROM	625			
TO	675			
DEL DATE: FROM	11-1-10			
TO	11-12-10			
DESCRIPTION: OKIES (%): NO. 1	70			
NO. 1 1/2	10			
NO. 2				
X BREDS (%): NO. 1	10			
NO. 1 1/2	10			
NO. 2				
ESTIMATED YIELDS (%): 1 & 2'S				
4'S				
CHOICE				
FRAMES	1☐ 2☐ 3☐ 4☐ 5☐			
CONDITION	THIN ☐ Ave ☐ Fishy ☐ Fd Fishy ☐			

	A	B	C	D
Customer:				
PRICE:				
CATTLE/CWT				
COMISSION/CWT				
FREIGHT/CWT				
OTHER/CWT				
TOTAL/CWT	106.25			
DOWN PAYMENT:				
PER HEAD				
TOTAL				
CHECK NO.				
DRAFT NO.				
PAY TO:				
PROJECTED BREAKEVEN:				
CASH/BREAKEVEN	105.25			
BREAKEVEN/CWT	✓			
SELLING DATE	4-30-11			
HEDGE MONTH	4-11			
#OF CONTRACTS	14.08			

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: (10669876) Cactus Growers, Inc. c/o John H. Lovell Lovell, Lovell, Newsom & Isern, LLP 112 W. 8th Ave., Suite 1000 Amarillo, Texas 79101	**Claim No: 248** *Original Filed Date*: 05/02/2011 *Original Entered Date*: 05/02/2011	*Status:* *Filed by:* CR *Entered by:* Lovell, John *Modified:*

Secured claimed: $741053.22

Total claimed: $741053.22

History:

Details 248-1 05/02/2011 Claim #248 filed by Cactus Growers, Inc., total amount claimed: $741053.22 (Lovell, John)

Description: (248-1) See attached statement of explanation.

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		
Secured	$741053.22	
Priority		
Unknown		
Administrative		
Total	**$741053.22**	**$0.00**