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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

ALLEN D. ACKLIE, Plaintiff, v. GREATER OMAHA PACKING, CO., INC., a Nebraska corporation, Defendant. v. HENRY "SANDY" WALKER, Intervener.	)))))))))))))))	Case No. CI 12-4387 **COMPLAINT IN INTERVENTION** **(Jury Trial Demanded)**

COMES NOW, Intervener, Henry "Sandy" Walker, ("Intervener Walker"), and for cause of an action against Plaintiff, Allen D. Acklie ("Plaintiff Acklie") and Defendant, Greater Omaha Packing Co., Inc., a Nebraska corporation, ("Defendant Greater Omaha"), states and alleges as follows:

1. Intervener Walker is a resident of Sarpy County, Nebraska.

2. Plaintiff Acklie is a resident of Burlington, Colorado, and has voluntarily submitted himself to the jurisdiction of the Douglas County District Court.

3. Defendant Greater Omaha is a Nebraska corporation with its primary place of business at 3001 "L" Street, Omaha, Nebraska, 68107.

4. On or about September 1, 1989, Defendant Greater Omaha and Intervener Walker entered into a written deferred compensation Agreement, a true and accurate copy of which is attached hereto and marked as Exhibit "A".

5. Intervener Walker has been continuously employed with Defendant Greater Omaha, or one of its wholly-owned subsidiaries, since September 1, 1989.

6. Upon information and belief, Intervener Walker is the only remaining employee at Defendant Greater Omaha who was a party to a similar deferred compensation Agreement entered into on or about September 1, 1989 and entitled to all monies.

7. Intervener Walker, upon information and belief, is entitled to the entirety of the deferred compensation monies presently being maintained in a segregated account by Defendant Greater Omaha.

8. Intervener Walker, pursuant to Neb.Rev.Stat. § 25-328, has a right to intervene in the subject litigation as he claims an interest in the entirety of the monies that Plaintiff Acklie seeks in the subject litigation. Accordingly, Intervener Walker believes that his claims in this litigation are superior in right to what is being sought by Plaintiff Acklie.

9. Intervener Walker prays for an evidentiary trial on the merits at which he will present evidence showing he is entitled to 100% of the monies in said deferred compensation account.

WHEREFORE, Intervener Walker prays for the following relief:

1. An Order that all of the deferred compensation proceeds presently being held by Defendant Greater Omaha, in a segregated account, be awarded to Intervener Walker;

2. The taxable costs of this action; and

3. Any further just and equitable relief this Court deems necessary.

DATED this 17th day of April, 2015.

HENRY "SANDY" WALKER, Intervener

BY: /s/ Michael F. Coyle
Michael F. Coyle, #18299
Robert W. Futhey, #24620
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102-2663
(402) 341-6000
His Attorneys

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was served via first class mail, postage prepaid, this 17th day of April, 2015 upon:

Dirk V. Block
Tyler C. Block
Marks Clare & Richards, L.L.C.
11605 Miracle Hills Drive, Suite 300
P.O. Box 542005
Omaha, NE 68154

Richard J. Gilloon
Erickson Sederstrom, P.C.
10330 Regency Parkway Drive
Omaha, NE 68114

/s/ Michael F. Coyle

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AGREEMENT

AGREEMENT, made September 1, 1989, between Greater Omaha Packing Company (the "Company"), and Henry Walker, Plant Superintendent (the "Employee").

In consideration of the agreements contained below, the parties agree as follows:

1. Employment. The Company agrees to continue the employment of the Employee and the Employee agrees to serve the Board as Plant Superintendent of the Company, effective September 1, 1989, until terminated by either party by written notice to the other.

2. Duties. During the term of his employment, the Employee shall devote all of his time, attention, and efforts to the performance of his duties as delegated to him by Mr. Henry Davis, or other such individual designated by the Board of the Company.

3. Compensation. Beginning September 1, 1989, and continuing during the term of employment, the Board shall pay the Employee a monthly salary, which it may determine from time to time, together with deferred compensation payable as provided in paragraph 7.

4. Deferred compensation account.

(a) Credits to account. A general ledger account, referred to as the Deferred Compensation Account, shall be established for the purpose of reflecting deferred compensation. The sum determined annually by the Board of Directors may be credited to this Account on the day following execution of this Agreement and an amount determined annually by the Company shall be credited to it on the first day of each July thereafter during the continuance of the Employee's employment. The amount of the contribution and the decision as to whether to make one at all, shall be solely the decision of the Board of Directors.

(b) Investment authority. All such funds so credited to the Deferred Compensation Account may be kept in cash or invested and reinvested in mutual funds, life insurance (whole life or term insurance), stocks, bonds, securities, or any other assets that the Company may decide to select. In the exercise of these discretionary investment powers, the Company may engage investment counsel and, if it so desires, may delegate to such counsel full or limited authority to select the assets in which the funds are to be invested.

(c) Investment losses. The employee agrees on behalf of himself and his designated beneficiary to assume all risk in connection with any decrease in value of the funds which are invested or which continue to be invested in accordance with the

EXHIBIT "A"

provisions of this Agreement.

(d) Investment ownership. The Company shall retain title to and beneficial ownership of all assets; whether cash or investments, which it may earmark to pay the Employee's deferred compensation. Neither the Employee nor his designated beneficiary shall have any property interest in the Corporation's specific assets. Ownership by the Company shall make the Company responsible for any state or federal tax consequences which reduction of investment earnings shall be reflected in participant's accounts.

5. Covenant Not to Compete. Upon the termination or expiration of his employment, or while receiving payments, Employee hereunder shall not directly or indirectly, within any of the restricted areas specified in the schedule attached hereto, enter into or engage in the meat packing business or any of its branches. This covenant shall apply to Employee as an individual for his own account, as a partner or joint venture, as an employee, agent, or salesman for any person, as an officer, director, or shareholder of a corporation, or otherwise, for a period of one year after the date of termination of employment or the receipt of all benefits payable hereunder, whichever shall be later. Violation of this paragraph shall result in the permanent forfeiture of all unpaid benefits accrued under the Deferred Compensation Account. For purposes of determining violation of this paragraph, the decision of the Board of Directors shall be conclusive.

6. Vesting. The Employee's Deferred Compensation Account shall be one hundred percent (100%) vested upon and after the earlier of his completing ten (10) consecutive years of service commencing the date first above written or his attaining age Sixty (60), so long as he does not violate any restrictions imposed in paragraph 5, or if he terminates as a result of death.

7. Benefits. The benefits to be paid as deferred compensation are as follows:

(a) Retirement. If the Employee's employment is terminated on or after his retirement date, but no earlier than his 60th birthday, the Company shall pay to him in a lump sum the amount equal to the fair market value of the assets in the Deferred Compensation account as of that date one year from the date of retirement. Notwithstanding the above, the total amount payable to the Employee shall be appropriately increased or decreased as the case may be, but not more than semiannually, to reflect the appreciation or depreciation in value and the net income or loss on the funds which remain invested in the Deferred Compensation Account.

(b) Termination of employment. If the Employee's employment is terminated for any reason other than death and disability but before the Employee shall have reached the age of 60, then the amount in the Deferred Compensation Account shall continue to be

invested or held in cash as the Board in its discretion may determine. In that event no payments shall be made until the Employee shall have reached the age of 60 at which time payment shall be made in the same manner and to the same extent as set forth in paragraph 7(a), above. Notwithstanding the above, or if prior to reaching age 60 the Employee should die, or if prior to reaching age 60 the Employee should become disabled, then payments shall be made in the same manner and to the same extent as set forth in paragraph 7(c), below.

(c) Disability or death. If the Employee's employment is terminated because of a disability or death before he has reached the age of 60, and while he is in the Board's employ, the Company shall make a lump payment to him (in the event of his disability) or his designated beneficiary (in the event of his death) in the same manner and to the same extent as provided in paragraph 7(a), above.

(d) Death, lump-sum payment. If both the Employee and his designated beneficiary should die before the Company makes a lump sum payment, the remaining value of the Deferred Compensation Account shall be determined as of the date of the designated beneficiary's death and shall be paid as promptly as possible in one lump sum to the designated beneficiary's estate or as specified in the beneficiary's Last Will and Testament, as the case may be.

(e) Designated beneficiary. The beneficiary referred to in this paragraph may be designated or changed by the Employee (without the consent of any prior beneficiary) on a form provided by the Company and delivered to the Company before his death. If no such beneficiary shall have been designated, or if no designated beneficiary shall survive the Employee, the lump sum payment payable under paragraph 7(c), above shall be payable to the Employee's estate.

(f) Disability determination. The Employee shall be deemed to have become disabled for purposes of paragraph 7(c), above if the Company shall find on the basis of medical evidence satisfactory to it that the Employee is so totally mentally or physically disabled as to be unable to engage in further employment by the Company and that such disability shall be permanent and continuous during the remainder of his life.

(g) Payment commencement. The lump sum payment to be made to the Employee under paragraphs 7(a), 7(b), and 7(c) shall occur on the first day of the first month following the one-year anniversary date of termination of his employment. The payment to be made to the designated beneficiary under the provisions of this paragraph 7 shall commence on a date to be selected by the Company but within six months from the Employee's date of death.

8. No trust. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind, or a

fiduciary relationship between the Company and the Employee, his designated beneficiary or any other person.

9. No assignment. The right of the Employee or any other person to the payment of deferred compensation or other benefits or encumbered except by Will or by the laws of the descent and distribution.

10. Incapacity of beneficiary. If the Company shall find that any person to whom any payment is payable under this agreement is unable to care for his affairs because of illness or accident or is a minor, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee, or other legal representative) may be paid to the spouse, a child, parent, or brother or sister, or to any person deemed by the Board to have incurred expense for such person otherwise entitled to payment, in accordance with the applicable provisions of paragraph 7. Any such payment shall be a complete discharge of the Board's liabilities under this Agreement.

11. Company's powers and liabilities. The Company shall have full power and authority to interpret, and administer this Agreement. The Company's interpretations and construction of any provision or action taken under this Agreement, including any valuation of the Deferred Compensation Account, or the amount of recipient of the payment due under it, shall be binding and conclusive on all persons for all purposes. No member of the Board shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of this Agreement unless attributable to the member's willful misconduct or lack of good faith.

12. Binding effect. This Agreement shall be binding upon and inure to the benefit of the Board, its successors and assigns and the Employee and his heirs, executors, administrators, and legal representatives.

13. Governing law. This Agreement shall be construed in accordance with and governed by the law of the State of Nebraska.

14. Compliance with Code, etc. The parties intend that this Agreement comply with the provisions of the Internal Revenue Code and Regulations in effect at the time of its execution. If, at a later date, the laws of the United States or the State of Nebraska are construed in such a way as to make this Agreement null and void, it shall be given effect in a manner that shall best carry out the parties' purposes and intentions.

15. Severability. If the Internal Revenue Service shall at any time interpret this Agreement to be ineffective with regard to deferral of the Employee's income, and that interpretation becomes final and unappealable, then only those amounts in the account which would be treated as taxable income by the Service at the time of such final interpretation, shall be paid over to the Employee.

All other assets in the account at the time of the final interpretation shall be distributed to the Employee according to paragraph 7.

16. Entire agreement. This Agreement supersedes all other agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements.

17. Notice. Any notice to be delivered under this Agreement shall be given in writing and delivered, personally or by certified mail, postage prepaid, addressed to the Company or Dennis at their last known addresses.

18. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

19. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officers and the Employee hereunder has set his hand and seal as of the date first above written.

GREATER OMAHA PACKING COMPANY

By Henry Davis
Henry Davis

Henry E. Walker
Henry Walker
Plant Superintendent