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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MEYER NATURAL FOODS, LLC, and CRUM & FORSTER SPECIALTY INSURANCE COMPANY, Plaintiffs, v. GREATER OMAHA PACKING CO., INC., and SENTRY INSURANCE, Defendants.	)))))))))))	Case No.: CI 14-3329 **AMENDED COMPLAINT AND JURY DEMAND**

COME NOW the Plaintiffs, Meyer Natural Foods, LLC ("Plaintiff Meyer") and Crum & Forster Specialty Insurance Company ("Plaintiff C&F"), and for their Complaint against Defendants, Greater Omaha Packing Co., Inc. ("Defendant GOPAC") and Sentry Insurance ("Defendant Sentry"), state and allege as follows:

THE PARTIES

1. At all times material hereto, Plaintiff Meyer has been and is a limited liability company organized under the laws of the State of Delaware, with its principal office located in Loveland, Colorado.

2. At all times material hereto, Plaintiff C&F was and is an insurer who issued a policy of insurance to Plaintiff Meyer. Plaintiff C&F is joined in this lawsuit for the sole purpose of protecting its subrogation claim in the amount of $894,998.00.

3. At all times material hereto, Defendant GOPAC has been and continues to be a corporation formed and existing under the laws of the State of Nebraska, with its principal place of business at 3001 L Street, Omaha, Nebraska 68107.

4. Defendant Sentry is believed to be the insurer for Defendant GOPAC.

PRELIMINARY ALLEGATIONS

5. On or about April 27, 2006, Plaintiff Meyer and Defendant GOPAC entered into a "Processing Agreement" (the "Agreement"), a true and accurate copy of which is attached hereto, marked Exhibit "A", and incorporated herein by reference.

6. Pursuant to the Agreement, Defendant GOPAC was to provide certain beef products to Plaintiff Meyer; such beef products were to be in full compliance with the various representations, specifications, and warranties set forth in the Agreement.

7. On or about April 27, 2011, Defendant GOPAC supplied Plaintiff Meyer with beef that was contaminated with E. coli during the packing process at Defendant GOPAC's plant in Omaha, Douglas County, Nebraska; such E. coli contaminated beef included E. coli 0157:H7 and 6 Non-0157:H7 STEC E. coli strains. As a result of Defendant GOPAC supplying Plaintiff Meyer with beef contaminated with E. coli, Plaintiff Meyer was required to dispose of the contaminated beef. Plaintiff Meyer incurred a financial loss and sustained monetary damages in the total sum of $1,395,227, such figure representing inventory losses, lost profit, overtime / storage charges, freight and incremental hauling charges, and other damages sustained by Plaintiff Meyer.

COUNT I: BREACH OF SPECIFICATIONS, STANDARDS AND QUALITY CONTROL

8. Plaintiffs incorporate herein by reference, as if fully set forth herein, paragraphs 1 through 7 above.

9. The Agreement contained the following provision(s) pertaining to specifications and inspections:

SECTION 12. SPECIFICATIONS AND INSPECTIONS.

(a) GOP's services rendered hereunder shall conform to all of the following specifications and standards:

(i) All Meyer products shall be processed according to quality and production standards consistent with Meyer's current practices. GOP shall maintain a quality control system reasonably satisfactory to Meyer covering all products processed hereunder, and shall maintain and provide to Meyer, at Meyer's request, accurate and complete records for such quality control system. Such system shall comply with all applicable requirements of the USDA. Without limiting the generality of the foregoing, GOP will follow all Meyer's protocols with respect to product safety, recalls, e-coli testing, temperature controls and other matters, and will meet or exceed Meyer's current capabilities for tracking products for potential recall.

(ii) GOP agrees to maintain and operate the Covered Facilities in a commercially reasonable manner according to industry best practices, and to keep such facilities in good repair and in compliance with all applicable standards of operation and good manufacturing practices of the USDA.

*****

At Section 12(a)(i) of the Agreement, Defendant GOPAC was contractually required to "... maintain a quality control system ... and that such system shall comply with all applicable requirements of the USDA ...". The United States Department of Agriculture ("USDA") requires that ground beef and non-intact beef products be free of E. coli

0157:H7 and 6 Non-0157:H7 STEC E. coli strains. Defendant GOPAC failed to meet this requirement and thereby breached the contract provisions quoted above in this paragraph 9.

WHEREFORE, Plaintiffs pray for judgment against Defendant GOPAC on Count I in the amount of $1,395,227, plus their costs herein expended.

COUNT II: BREACH OF COVENANTS

10. Plaintiffs incorporate herein by reference, as if fully set forth herein, paragraphs 1 through 7 above.

11. The Agreement contained the following provision(s) pertaining to specifications and inspections:

> SECTION 13. CERTAIN COVENANTS.
>
> (a) GOP covenants and agrees that during the Term, it shall (i) obtain and maintain all permits and licenses necessary for the valid performance of the Processing Services provided to Meyer hereunder, and the Covered Facilities and its processing operations shall be operated in compliance with all applicable codes, laws, statutes, regulations and ordinances under federal, state or local governments, including without limitation, all requirements of the USDA and the United States Food and Drug Administration, and all environmental, health or safety laws.
>
> *****

The United States Department of Agriculture ("USDA") requires that ground beef and non-intact beef products be free of E. coli 0157:H7 and 6 Non-0157:H7 STEC E. coli strains. Defendant GOPAC failed to meet this requirement and thereby breached the covenants quoted above in this paragraph 11.

WHEREFORE, Plaintiffs pray for judgment against Defendant GOPAC on Count II in the amount of $1,395,227, plus their costs herein expended.

COUNT III: BREACH OF WARRANTIES

12. Plaintiffs incorporate herein by reference, as if fully set forth herein, paragraphs 1 through 7 above.

13. The Agreement contained the following provision(s) pertaining to warranties:

> SECTION 15. WARRANTIES.
>
> (a) GOP represents and warrants to Meyer as follows:
>
> *****
>
> (iii) Each and every processed product produced hereunder for Meyer and related packaging: (A) will not be adulterated or misbranded within the meaning of any applicable federal, state or local law, or any rules and regulations promulgated thereunder; (B) will conform to the quality, production standards and other specifications of Meyer; (C) will comply with all applicable federal, state and local laws, and the rules and regulations promulgated thereunder; (D) will be free and clear of all liens, security interest, claims and encumbrances; (E) will be fit for their intended use and free of any defects created or caused by the negligence or willful misconduct of GOP; and (F) will be properly stored, handled and transported; and
>
> *****

Defendant GOPAC breached the warranty provisions of Section 15 (quoted above) by supplying Plaintiff Meyer with meat contaminated with E. coli.

WHEREFORE, Plaintiffs pray for judgment against Defendant GOPAC on Count III in the amount of $1,395,227, plus their costs herein expended.

COUNT IV: INDEMNITY

14. Plaintiffs incorporate herein by reference, as if fully set forth herein, paragraphs 1 through 7 above.

15. The Agreement contained the following provision(s) pertaining to indemnity:

> SECTION 16. INDEMNITY.
>
> (a) GOP agrees to indemnify, defend and hold harmless Meyer and its customers, shareholders, members, officers, directors, employees, agents and affiliates from any claim, demand, loss, damage, liability, cost or expense, directly or indirectly arising out of, or in connection with, or resulting from GOP's breach of any of its representations, warranties and obligations under this Agreement, or the willful or negligent acts or omissions of GOP, or any of its employees, agents, contractors, subcontractors or vendors in rendering the Processing Services hereunder.
>
> *****

Since the contamination of Plaintiff Meyer's beef products was the result of Defendant GOPAC's processing, Defendant GOPAC is obligated to indemnify Plaintiff Meyer " ... from any ... loss, damage, liability, cost or expense, directly or indirectly arising out of, or in connection with, or resulting from GOP's breach of any of its representations, warranties and obligations ...".

WHEREFORE, Plaintiffs pray for judgment against Defendant GOPAC on Count IV in the amount of $1,395,227, plus their costs herein expended.

COUNT V: FAILURE TO OBTAIN INSURANCE

16. Plaintiffs incorporate herein by reference, as if fully set forth herein, paragraphs 1 through 7 above.

17. The Agreement contained the following provision(s) pertaining to insurance:

> SECTION 18. INSURANCE.
>
> (a) GOP shall at all times during the Term maintain property insurance on the value of all Meyer property in its possession from time to time and a comprehensive general liability insurance policy, including liability coverage, contractual liability coverage and product liability coverage insuring against any and all liabilities under this Agreement, in minimum amounts of $30,000,000 per occurrence and in the aggregate for damage, injury and/or death to individual person and $3,000,000 per occurrence and in aggregate for damage for property and/or injury to property, with the coverages, amounts and deductible levels of such policies to be consistent with industry standards and acceptable to Meyer. Such policies shall name Meyer as additional insured and loss payee, and GOP shall provide Meyer with certificates of insurance evidencing these insurance coverages and providing for 30 days' advance written notice to Meyer of any material change or termination of such coverages.

Pursuant to this Section of the Agreement, Defendant GOPAC was required to " ... maintain property insurance on the value of all Meyer property in its possession ...". By operation of Section 18 (quoted above), Defendant GOPAC was required to obtain and maintain property insurance on the value of Meyer property, which would have included

the E. coli contaminated beef supplied by Defendant GOPAC to Plaintiff Meyer, since such beef was still in the possession of Defendant GOPAC when the beef became contaminated with E. coli. In the event that Defendant GOPAC did not obtain the insurance coverage as required under Section 18, then Defendant GOPAC breached Section 18 of the Agreement. Alternatively, if Defendant GOPAC did actually obtain the insurance coverage as required under Section 18 of the Agreement, then Defendant GOPAC's insurer(s) is obligated to and contractually bound to Plaintiff Meyer and, in such event, Defendant Sentry owes Plaintiff Meyer the total sum of $1,395,227.

WHEREFORE, on Count V, Plaintiffs pray as follows:

a. for judgment against Defendant GOPAC in the amount of $1,395,227, in the event that Defendant GOPAC did not obtain the appropriate insurance coverage or, in the alternative,

b. for judgment against Defendant Sentry in the amount of $1,395,227.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on the above-captioned case.

DATED this 30 day of May, 2014.

MEYER NATURAL FOODS, LLC, and
CRUM & FORSTER SPECIALTY
INSURANCE COMPANY, Plaintiffs

By: _____

Thomas A. Grennan #15675
GROSS & WELCH, P.C., L.L.O.
1500 Omaha Tower
2120 South 72nd Street
Omaha, NE 68124
(402) 392-1500
Attorneys for Plaintiffs

11441-3/66P7456

PROCESSING AGREEMENT

This Processing Agreement, dated as of April 27, 2006 (this "**Agreement**"), is made and entered into by and between Meyer Natural Foods LLC, a Delaware limited liability company (herein "**Meyer**"), and Greater Omaha Packing, a Nebraska corporation (herein "**GOP**"), with reference to the following facts:

RECITALS

A. GOP is engaged in the slaughter, fabrication, and processing of beef cattle at its facility in Omaha, Nebraska (the "**Omaha Facility**").

B. Meyer is engaged in the marketing, sale and distribution of beef and beef products produced in accordance with Meyer's proprietary "all-natural" protocols.

C. Meyer and GOP desire that GOP provide to Meyer certain slaughter, fabrication, and standard handling requirements in accordance with the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, Meyer and GOP agree as follows:

SECTION 1. TERM.

(a) The initial term of this Agreement (the "**Initial Term**" and, including any Extension Term, the "**Term**") shall be for a five-year period beginning on the date hereof and expiring on the fifth anniversary of such date, unless this Agreement is sooner terminated as provided in Section 18. At its option, Meyer may extend the Initial Term for up to two consecutive one-year periods (each, an "**Extension Term**") upon notice to GOP at least 30 days prior to the date the Term otherwise would expire. At the expiration of the Term, this Agreement shall be terminated automatically without any further action by the parties, unless the parties otherwise agree.

SECTION 2. PROCESSING OF PRODUCTS.

(a) For the duration of the Term, Meyer shall engage and hire GOP to provide, and GOP shall provide to Meyer, on the terms set forth herein slaughter, fabrication, and standard handling services (the "**Processing Services**").

SECTION 3. MINIMUM REQUIREMENTS.

(a) During the Term, Meyer shall require from GOP, and GOP shall provide to Meyer, the Processing Services for not less than 500 nor more than 2,400 head of cattle per week. In the event Meyer's requirements exceed 2,400 head of cattle in a given week, GOP shall use commercially reasonable efforts to accommodate all such additional requirements on the terms of this Agreement. All Meyer cattle shall be slaughtered one day each week and

EXHIBIT A

fabricated and processed another day during such week as determined by agreement of the parties in good faith from time to time. For each day's production, GOP will provide Meyer with a yield sheet reflecting the cuts obtained from the carcasses, any product retained, and weights, box counts, and other relevant information sufficient to enable Meyer to calculate processing yields and costs.

(b) Meyer shall furnish GOP at least seven days' advance notice of the number of head of cattle that Meyer expects to require GOP to process during each week during the Term. Meyer also shall furnish GOP with a final make sheet not later than 2:00 P.M., Omaha, Nebraska time, on the day prior to each fabrication day.

SECTION 4. PROCESSING FACILITY.

(a) The Processing Services shall be provided exclusively at the Omaha Facility.

SECTION 5. FEES AND COSTS.

(a) Meyer shall pay GOP a processing fee for all of the Processing Services as shown on the attached **Exhibit A** (the "**Processing Fee**"); *provided, however,* that the Processing Fee shall be waived by GOP for all carcasses sold back to GOP as permitted in Section 6(a). The Processing Fee shall include all costs and charges for all of the Processing Services, including packaging and packing materials, labeling and labeling materials, grade change fees, warehousing, loading, and other standard handling, as well as for the provision of yield sheets and other information called for in Section 3(a), above. The Processing Fee is subject to the provisions of Section 6(b) and the other provisions of this Agreement.

(b) Meyer and GOP shall conduct a good-faith review of the Processing Fee on an annual basis in June of each year during the Term beginning June 2007 and agree to an adjustment to the Processing Fee to take affect following each anniversary of the date of this Agreement to reflect changes in the actual costs to GOP of providing the Processing Services due to inflation (including, without limitation, changes in wage and benefit costs of GOP) and operating cost increases (including, without limitation, changes in costs of food safety and employee safety programs). The maximum annual increase in the Processing Fee shall not exceed 3.5% of the per-head Processing Fee in effect for the immediately preceding year. The Processing Fee also shall be subject to reduction to reflect actual cost reductions and efficiency improvements achieved by GOP.

(c) Upon reasonable notice by Meyer, GOP will use commercially reasonable efforts to accommodate any fabrication or processing requirements of Meyer other than the Processing Services.

(d) Meyer shall be responsible, at its sole cost and expense, for shipping and shipping charges associated with transporting its cattle to the Omaha Facility and for transporting its finished products from the Omaha Facility.

SECTION 6. SELL-BACK OPTION.

(a) Upon notice to GOP at any time or from time to time, Meyer shall have the option to sell to GOP, and GOP shall be required to purchase from Meyer, carcasses and other products and by-products of the Processing Services as follows:

(i) carcasses: the United States Department of Agriculture ("USDA") choice or select cutout value for the week immediately preceding the sell-back, less $0.07 per pound and less all GOP standard discounts for outlying carcasses, which GOP shall furnish quarterly to Meyer;

(ii) muscle meats: the USDA weighted-average sales price for the week immediately preceding the week of sell-back; and

(iii) trim: the USDA weighted-average sales price for the week immediately preceding the week of sell-back.

(b) GOP shall retain all fat and bones generated from the processing of Meyer cattle hereunder, except that GOP shall furnish to Meyer, at no cost to Meyer, all femur bones, pipe bones and xf trim, and except that Meyer shall be entitled to purchase from GOP all edible fat based upon a price to be agreed upon by Meyer and GOP based on the prevailing edible tallow market index.

SECTION 7. DROP CREDIT.

(a) For each animal slaughtered by GOP for Meyer (including animals whose carcasses are sold back to GOP under Section 6(a), GOP shall retain the offal and by-product items and pay to Meyer, or credit Meyer against the Processing Fees otherwise owing to GOP, an amount determined by the weekly USDA composite value for the prior week. Meyer, in its discretion, shall be entitled to purchase from GOP selected offal items at the USDA weighted-average value for such items for the week prior to slaughter.

SECTION 8. STORAGE.

(a) Meyer shall be responsible, at its sole cost and expense, for storing, or arranging for storing, all finished products at third-party cold storage facilities designed by Meyer in its sole discretion. GOP shall use commercially reasonable efforts to source load Meyer finished products for shipment to Meyer customers.

SECTION 9. PAYMENT TERMS.

(a) GOP will invoice Meyer on a weekly basis for all Processing Fees. Subject to Section 10, payment shall be due from Meyer within seven (7) days after receipt of such invoice.

SECTION 10. INSPECTION/TESTING; NON-CONFORMING PRODUCTS.

(a) Meyer or its customers will have the right to inspect the furnished products upon delivery by GOP and prior to payment or acceptance to verify that the finished products conform to Meyer's specifications and have not been damaged or destroyed in transit. Meyer shall notify GOP of its non-acceptance of any of the products within twenty (20) days of delivery. If Meyer fails to so notify GOP, it will be deemed to have accepted such products as of the delivery date; *provided, however*, that Meyer's acceptance of the products will not relieve GOP of any of its warranty obligations under this Agreement. All products failing to meet the warranties and specifications contained in this Agreement, or shipped contrary to provisions of the related purchase order, may be rejected by Meyer for full credit and returned or held at GOP's expense and risk. Meyer shall charge GOP its out-of-pocket expenses of storing and reshipping any products properly rejected by Meyer under this Agreement. GOP will not replace any such rejected products without written authorization from Meyer.

SECTION 11. LABELING AND PACKAGING.

(a) GOP agrees to use such labeling and packaging, including without limitation, all labeling and packaging required by applicable law, on all products processed for Meyer under this Agreement in accordance with the instructions and guidelines of Meyer specified by Meyer in its purchase orders or otherwise. Meyer hereby grants to GOP the nonexclusive and nontransferable right to use Meyer's name, trade name, logo, design, and trade dress for purposes of rendering the Processing Services pursuant to this Agreement. Except for such license, nothing in this Agreement shall be deemed to confer upon GOP any right, title or interest in any intellectual property of Meyer, all of which shall remain the sole and exclusive property of Meyer. Likewise, nothing in this Agreement shall be deemed to confer upon Meyer any right, title or interest in any intellectual property rights, including inventions, patent applications, and patents, of GOP, all of which shall remain the sole and exclusive property of GOP.

SECTION 12. SPECIFICATIONS AND INSPECTIONS.

(a) GOP's services hereunder shall conform to all of the following specifications and standards:

(i) All Meyer products shall be processed according to quality and production standards consistent with Meyer's current practices. GOP shall maintain a quality control system reasonably satisfactory to Meyer covering all products processed hereunder, and shall maintain and provide to Meyer, at Meyer's request, accurate and complete records for such quality control system. Such system shall comply with all applicable requirements of the USDA. Without limiting the generality of the foregoing, GOP will follow all Meyer's protocols with respect to product safety, recalls, e-coli testing, temperature controls and other matters, and will meet or exceed Meyer's current capabilities for tracking products for potential recalls.

(ii) GOP agrees to maintain and operate the Covered Facilities in a commercially reasonable manner according to industry best practices, and to keep such

facilities in good repair and in compliance with all applicable standards of operation and good manufacturing practices of the USDA.

(iii) At all times during the Term, Meyer shall have the right through its employees and representatives to have reasonable access during normal business hours to the Covered Facilities for the purposes of inspecting and observing the Processing Services. GOP will also provide reasonable access and support for periodic visits to the Covered Facilities by Meyer's customers and other third parties doing business with Meyer.

SECTION 13. CERTAIN COVENANTS.

(a) GOP covenants and agrees that during the Term, it shall (i) obtain and maintain all permits and licenses necessary for the valid performance of the Processing Services provided to Meyer hereunder, and the Covered Facilities and its processing operations shall be operated in compliance with all applicable codes, laws, statutes, regulations and ordinances under federal, state or local governments, including without limitation, all requirements of the USDA and the United States Food and Drug Administration, and all environmental, health or safety laws. GOP will promptly notify Meyer of any notices or proceedings arising out of any non-conformity or non-compliance with respect to any matters addressed herein and GOP will promptly cure or have dismissed with prejudice any such actions or proceedings to Meyer's reasonable satisfaction, (ii) cooperate in good faith with Meyer in any investigation or health or other inspection relating to the plant facilities or the products processed herein for Meyer, and (iii) process, label and package the products herein in accordance with the requirements as specified by Meyer from time to time during the Term.

(b) GOP and Meyer each covenants and agrees that it shall not, without the prior written consent of the other, directly or indirectly solicit any of the other's "natural" customers or sell or distribute to such customers natural beef products as such.

SECTION 14. FORCE MAJEURE.

(a) Neither GOP nor Meyer shall be liable for, or deemed to be in default hereunder or subject to any remedies of the other party as a result of delays or performance failures due to fire or other acts of God, strikes or other work stoppages, riots or similar causes beyond such party's reasonable control and without such party's fault or negligence; *provided, however*, that if GOP knows or has reason to believe that, because of the foregoing causes, it will be unable to perform the Processing Services hereunder at the Omaha Facility, or if deliveries of processed products will not be made as scheduled, it shall promptly so notify Meyer.

SECTION 15. WARRANTIES.

(a) GOP represents and warrants to Meyer as follows:

(i) GOP is a duly formed corporation, validly existing and in good standing under the laws of the State of Nebraska;

(ii) The execution, delivery and performance by GOP of this Agreement are within GOP's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene GOP's charter or bylaws or any law or contractual restriction binding on or affecting GOP;

(iii) There is no pending or threatened litigation challenging GOP's authority to enter into and perform under this Agreement or seeking damages in connection therewith;

(iv) Each and every processed product produced hereunder for Meyer and related packaging: (A) will not be adulterated or misbranded within the meaning of any applicable federal, state or local law, or any rules and regulations promulgated thereunder; (B) will conform to the quality, production standards and other specifications of Meyer; (C) will comply with all applicable federal, state and local laws, and the rules and regulations promulgated thereunder; (D) will be free and clear of all liens, security interests, claims and encumbrances; (E) will be fit for their intended use and free of any defects created or caused by the negligence or willful misconduct of GOP; and (F) will be properly stored, handled and transported; and

(v) The Processing Services rendered hereunder will not infringe any patent, copyright, trade secret or other proprietary right or process of any person.

(b) Meyer represents and warrants to GOP as follows:

(i) Meyer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware;

(ii) The execution, delivery and performance by Meyer of this Agreement are within Meyer's company powers, have been duly authorized by all necessary company action, and do not contravene Meyer's articles of organization or operating agreement or any law or contractual restricting binding on or affecting Meyer; and

(iii) There is no pending or threatened litigation challenging Meyer's authority to enter into and perform under this Agreement or seeking damages in connection herewith.

SECTION 16. INDEMNITY.

(a) GOP agrees to indemnify, defend and hold harmless Meyer and its customers, shareholders, members, officers, directors, employees, agents and affiliates from any claim, demand, loss, damage, liability, cost or expense, directly or indirectly arising out of, or in connection with, or resulting from GOP's breach of any of its representations, warranties and obligations under this Agreement, or the willful or negligent acts or omissions of GOP, or any of its employees, agents, contractors, subcontractors or vendors in rendering the Processing Services hereunder.

(b) Meyer agrees to indemnify, defend and hold harmless GOP and its customers, shareholders, members, officers, directors, employees, agents and affiliates from any

claim, demand, loss, damage, liability, cost or expense, directly or indirectly arising out of, or in connection with, or resulting from Meyer's breach of any of its representations, warranties and obligations under this Agreement, or the willful or negligent acts or omissions of Meyer, or any of its employees, agents, contractors, subcontractors or vendors in connection herewith.

SECTION 17. TERMINATION OF AGREEMENT.

(a) Notwithstanding any contrary provision of this Agreement, in addition to any other rights and remedies available to any party in the circumstances, this Agreement may be terminated prior to the expiration of the Term as follows:

(i) At the option of Meyer, upon the filing of a voluntary bankruptcy or insolvency petition by GOP or an involuntary bankruptcy or insolvency petition against GOP which is not vacated within 30 days from the date of filing, or the entry of an order for relief in any bankruptcy proceeding in which GOP is a defendant; the appointment of a receiver or trustee for GOP; the execution of an assignment for the benefit of creditors of GOP or the execution of a composition with creditors or any agreement of like import by GOP; or

(ii) At the option of GOP, upon the filing of a voluntary bankruptcy or insolvency petition by Meyer or an involuntary bankruptcy or insolvency petition against Meyer which is not vacated within 30 days from the date of filing, or the entry of an order for relief in any bankruptcy proceeding in which Meyer is a defendant; the appointment of a receiver or trustee for Meyer; the execution of an assignment for the benefit of creditors of Meyer or the execution of a composition with creditors or any agreement of like import by Meyer; or

(iii) At the option of GOP, in the event that Meyer is in material default in the performance of any of the terms or conditions of this Agreement (including, but not limited to payment obligations), provided that such default or breach is not cured within 30 days after written notice to Meyer by GOP of such default or breach; or

(iv) At the option of Meyer, in the event that GOP is in material default in the performance of any of the terms or conditions of this Agreement, or GOP shall breach any of its representations or warranties set forth in this Agreement in any material respect, provided that such default or breach is not cured within 30 days after written notice to GOP by Meyer of such default or breach; or

(v) At the option of GOP or Meyer, as the case may be, at any time following a breach by the other of the provisions of Section 13(b); or

(vi) At the option of Meyer, during any Extension Term, upon 60 days' advance notice to GOP.

(b) If this Agreement is terminated pursuant to clause (iii) or clause (vi), above, Meyer agrees that it will purchase from GOP at GOP's net out-of-pocket cost, or reimburse GOP its net out-of-pocket cost, for all packaging materials purchased by GOP for Meyer products and which have been rendered unusable because of such termination.

(c) No termination of this Agreement shall affect the liability of any party for any breach of this Agreement.

SECTION 18. INSURANCE.

(a) GOP shall at all times during the Term maintain property insurance on the value of all Meyer property in its possession from time to time and a comprehensive general liability insurance policy, including liability coverage, contractual liability coverage and product liability coverage insuring against any and all liabilities under this Agreement, in minimum amounts of $30,000,000 per occurrence and in the aggregate for damage, injury and/or death to individual persons and $3,000,000 per occurrence and in aggregate for damage for property and/or injury to property, with the coverages, amounts and deductible levels of such policies to be consistent with industry standards and acceptable to Meyer. Such policies shall name Meyer as additional insured and loss payee, and GOP shall provide Meyer with certificates of insurance evidencing these insurance coverages and providing for 30 days' advance written notice to Meyer of any material change or termination of such coverages.

SECTION 19. REMEDIES UPON DEFAULT.

(a) Termination of this Agreement by either party shall not limit or otherwise affect the remedies of the nondefaulting or nonbreaching party against the defaulting or breaching party, and the indemnification provisions contained in Section 17 shall survive any such termination and the expiration of the Agreement. In the event that either party is in material default under any of the terms or conditions of this Agreement, or has materially breached any of its representations or warranties in this Agreement, the nondefaulting or nonbreaching party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available under the applicable state Uniform Commercial Code or otherwise available at law or in equity.

SECTION 20. PROPRIETARY INFORMATION AND NON-SOLICITATION.

(a) Meyer and GOP acknowledge that the transactions described herein are of a confidential nature, and neither the transactions nor any information obtained as a result of this Agreement or the underlying transactions shall be disclosed to anyone except as required by law. Unless and until such time as Meyer and GOP should make a mutually agreeable public announcement regarding the transactions, neither Meyer nor GOP shall make any public disclosure of the specific terms of this Agreement without the prior written consent of the other party hereto, except as required by law. In connection with the negotiation of this Agreement, the preparation for the consummation of the transactions contemplated hereby, and the performance of the obligations hereunder, Meyer and GOP acknowledge that they have had and will continue to have access to confidential information relating to the other party. Meyer and GOP each shall treat such information as confidential, preserve the confidentiality thereof as required by applicable law and not use, duplicate or disclose such information in connection with the transactions and activities contemplated hereby, except to any approved representatives of either party. Each party shall be responsible for any breach of this Agreement by its representatives. In the event of the termination of this Agreement for any reason whatsoever, Meyer and GOP shall return to the other all documents, work papers and other material

(including all copies thereof) obtained in connection with the transactions contemplated hereby, will use all reasonable efforts, including instructing its employees and others who have had access to such information, unless such information is now, or is hereafter disclosed, through no act or omission of Meyer or GOP, in any manner making it available to the general public, and agrees not to use any such information disclosed or learned.

(b) As a material inducement to Meyer to enter into this Agreement, each party agrees that, for the duration of the Term, it shall not, directly or indirectly, as agent, consultant, stockholder, partner, joint venturer or in any other capacity, contact or solicit any of the natural customers of the other or interfere with or disrupt or attempt to disrupt the business relationship with such customers or hire or solicit for hire any of the employees, agents or consultants of the other or any of its affiliates to leave the employ of such party or any of its affiliates. The parties agree that the covenants set forth hereinabove are reasonable and necessary for the realization of the benefits bargained for in this Agreement and the transactions contemplated hereby.

(c) In the event of a breach or threatened breach of the obligations of either party pursuant to the provisions of this Section 21, the breaching party agrees that in addition to any other legal rights or remedies that the other party may have, the other party shall be entitled to injunctive and/or other equitable relief to prevent or remedy such breach or threatened breach.

SECTION 21. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; *provided, however*, that neither this Agreement nor the rights or obligations of GOP hereunder shall be assigned, whether voluntarily or by operation of law, or delegated by GOP without the prior written consent of Meyer, which consent may be granted or withheld in its discretion.

(b) Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be (i) mailed by first class registered or certified mail, postage prepaid, (ii) delivered by a nationally recognized overnight courier service, or (iii) transmitted by confirmed facsimile or other confirmed electronic transmission, addressed as follows:

If to Meyer:

Meyer Natural Foods LLC
5285 McWhinney Blvd., Suite 130
Loveland, CO 80538
Attention: Michael O'Neill
Facsimile: 970-292-5567

If to GOP:

Greater Omaha Packing
3001 "L" Street
Omaha, NE 68107
Attention: Angelo Fili
Facsimile: (402) 731 8020

or to such other address with respect to a party as such party shall notify the other party in writing as above provided.

(c) This Agreement (including any exhibits attached hereto) represents the entire agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Any amendment of this Agreement shall be in writing, signed by both parties.

(d) The section and paragraph headings used in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(e) No waiver by either party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) In the event that any provision hereof is found by a court of competent jurisdiction to be unenforceable, such enforceability shall not affect the binding nature of the balance of the Agreement and the remaining provisions shall be given effect, to the extent possible, as if the unenforceable provision had not been included herein.

(g) Nothing in this Agreement shall be deemed or construed by the parties or by any third parties as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no actions of the parties, shall be deemed to create any relationship between the parties other than the relationship of supplier and customer.

(h) This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska and shall be subject to the Uniform Commercial Code of the State of Nebraska to the extent not inconsistent with the terms hereof.

(*Signature page follows*)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

MEYER NATURAL FOODS LLC

By: _____
Name: Alan Byers
Title: President

GREATER OMAHA PACKING

By: _____
Name: Angelo Fili
Title: Vice President

Certificate of Service

I hereby certify that on Friday, May 30, 2014 I provided a true and correct copy of the Amended Complaint to the following:

XYZ Insurance Company service method: No Service

Greater Omaha Packing Co., Inc. service method: No Service

Signature: /s/ Grennan,Thomas,A (Bar Number: 15675)