

At a glance



Global Reach

- JBS has more than 280 facilities worldwide
- Production platforms and offices on six continents in countries including Brazil, Argentina, Paraguay, Uruguay, Mexico, the United States, Australia and China
- Access to every consumer market in the world
- Employs more than 135,000 global citizens

Today, JBS is:

- The largest beef producer in the world
- The largest processor of leather in the world
- The second largest poultry producer in the world
- The third largest pork producer in the U.S.
- The largest lamb producer in the world



JBS USA Beef



JBS locations throughout the United States
Beef plant locations throughout the United States

Beef Statistics

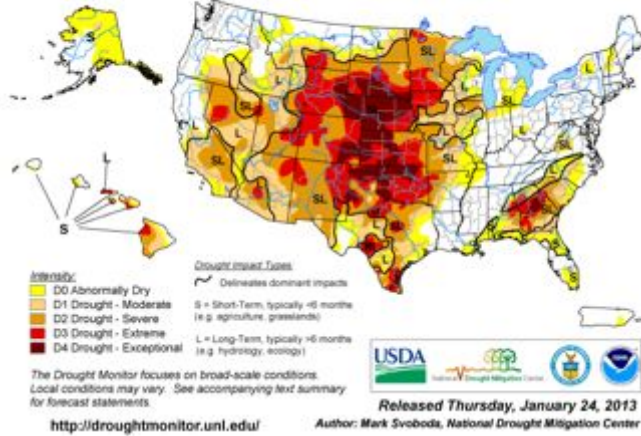
- 8 Beef Plants
- Total Turnover= \$9.3 billion
- 16,600 Beef Employees
- Leading beef processor in the USA
- 21% market share
- 6.8 million cattle processed annually





Our pastures (along with most of the U.S.) need a drink before spring green up

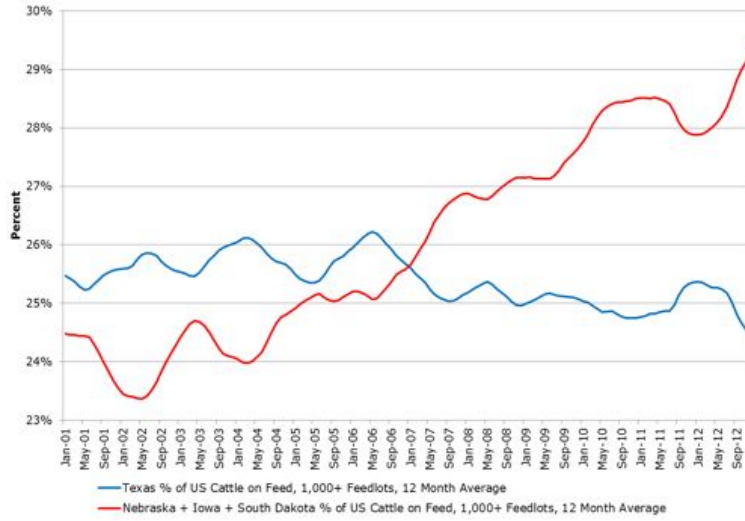
U.S. Drought Monitor January 22, 2013
11:00 a.m. EST



(JBS)

Cattle feeding migrating north

Cattle on Feed, Selected States, as a % of US Total



JBS USA Beef





Beef Plant Options:

- **Green Bay, WI**
230 miles
Natives, Holsteins,
Cows
- **Plainwell, MI**
330 miles
Holsteins, Cows
- **Grand Island, NE**
480 miles
Natives





Holstein Feeding

Marketing Options



Holstein Feeding

Marketing Options



Small numbers - auctions

Holstein Feeding

Marketing Options



Load lots – 32-36 steers
Direct country sales

Driftless Area



Minnesota Wisconsin Iowa Illinois

Lake Superior Lake Michigan Mississippi

Ron Mayer
Ryan Mercer
Tom Bamrick
Scott Haberman
Tom Morrisey

Holstein Feeding Marketing Options





Load lots – 32-36 steers Delivery Contracts

SAMPLE ONLY Contract Number: OHECO _____

HIGH ENERGY HOLSTEIN CATTLE DELIVERY CONTRACT

This agreement (together with any exhibits, the "Agreement") is dated as of this _____ day of _____, 200____, by and between JBS USA, LLC, a Delaware limited liability company (including its subsidiaries and affiliates, "JBS"), 1770 Promontory Circle, Greeley, CO 80634 and [Seller Name] ("Seller"), [Seller Address].

The parties have entered into this Agreement as of the date first written above. Signatures below show agreement of the parties for all details of the Agreement and Exhibit A shown above and to follow:

<p>JBS:</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SELLER:</p> <p>Name: _____</p> <p>Title: _____</p>
-----------------------------------------------------------	--------------------------------------------------------------

PLEASE BE AWARE:
This Agreement will be priced automatically at the Pricing Deadline unless previously priced by you or Converted at your direction.

PREMISES

JBS confirms the purchase from Seller of Holstein steers (each, a "Holstein") in the quantities and subject to the terms and conditions, provided in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

<p>Units Contracted this Agreement: Each Unit contains 47,000 pounds which is an estimated 31-08 head</p> <p>Delivery Month:</p> <p>Delivery Location:</p> <p>Futures Price (per Cwt):</p> <p>Futures Basis (per Cwt):</p> <p>Five Area Basis (per Cwt):</p> <p>Contract Base Price (per Cwt):</p>	<p>Holsteins which are ill, injured, are condemned prior to or after slaughter, or which die prior to slaughter.</p> <p>(e) All references to money in this Agreement are in US Dollars.</p> <p>2. Inspection and Delivery of the Holsteins.</p> <p>(a) Seller shall confer with JBS regarding the readiness of the Holsteins for delivery and will allow JBS (or its representative) to perform inspections of the Holsteins prior to their delivery. Any Holstein determined by JBS in its sole discretion to be unacceptable will not be purchased or delivered hereunder.</p> <p>(b) Seller shall only deliver the Holsteins to JBS during the Delivery Month on a day designated by JBS. Holsteins may only be delivered outside the Delivery Month if agreed to in writing by JBS and then subject to Section 4(b).</p> <p>(c) The Holsteins shall be weighed by JBS at or after arrival at the Delivery Location.</p> <p>3. Seller's Representations and Warranties. As an inducement to JBS to enter into this Agreement, Seller represents and warrants to JBS the following:</p> <p>(i) Seller is a "merchant" as such term is defined in the Uniform Commercial Code (UCC) of the United States of America, with respect to the Holsteins, which are the subject of this Agreement.</p> <p>(b) All Holsteins have been born and raised exclusively in the United States, are under 30 months of age, shall be delivered in good and merchantable condition and are suitable for immediate slaughter to produce meat for human consumption.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Purchase Price; Payment and Title.

(a) The sum of all Holsteins delivered pursuant to this Agreement with a total Delivered Weight from 45,000 lbs to 48,400 lbs, as delivered in fulfillment of each Unit, shall be purchased at the Contract Base Price. Delivered Weight in excess of 48,400 lbs, as delivered in fulfillment of each Unit, shall be purchased at the Current Cash Price. The purchase price of all Holsteins purchased pursuant to this Section shall be subject to the Adjustments set forth in Exhibit A hereto, which is incorporated by reference.

(b) Seller shall be responsible for communicating its pricing instructions to JBS, from the options provided by JBS, to enable JBS to determine the Futures Price for the Holsteins. If the Futures Price has not been determined on or before the Pricing Deadline, the Futures Price will be the settlement price of CME's Live Cattle Futures on such date, unless the Seller has Converted the Agreement prior to the Pricing Deadline. See 5.(c)

SAMPLE ONLY
YEARLING HOLSTEIN CATTLE DELIVERY CONTRACT

Contract Number: HYCO

This agreement (together with any exhibits, the "Agreement") is dated as of _____, by and between JBS USA, LLC, a Delaware limited liability company (including its subsidiaries and affiliates, "JBS"), 1770 Promontory Circle, Greeley, CO 80634 and [Seller Name], ("Seller"), [Seller Address].

The parties have entered into this Agreement as of the date first written above. Signatures below show agreement of the parties for all details of the Agreement and Exhibit A shown above and to follow:

<p>JBS:</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SELLER:</p> <p>Name: _____</p> <p>Title: _____</p>
-----------------------------------------------------------	--------------------------------------------------------------

PLEASE BE AWARE:
This Agreement will be priced automatically at the Pricing Deadline unless previously priced by you or Converted at your direction.

PREMISES

JBS confirms the purchase from Seller of Holstein steers (each, a "Holstein") in the quantities, and subject to the terms and conditions, provided in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Units Contracted this Agreement: _____
Each Unit contains 47,000 pounds which is an estimated 31-35 head.

Delivery Month: _____

Delivery Location: _____

Futures Price (per Cwt): _____

Futures Basis (per Cwt): _____

Five Area Basis (per Cwt): _____

Contract Base Price (per Cwt): _____

1. **Purchase Price; Payment and Title.**

(a) The sum of all Holsteins delivered pursuant to this Agreement with a total Delivered Weight from 45,000 lbs to 48,400 lbs, as delivered in fulfillment of each Unit, shall be purchased at the Contract Base Price. Delivered Weight in excess of 48,400 lbs, as delivered in fulfillment of each Unit, shall be purchased at the Current Cash Price. The purchase price of all Holsteins purchased pursuant to this Section shall be subject to the Adjustments set forth in Exhibit A hereto, which is incorporated by reference.

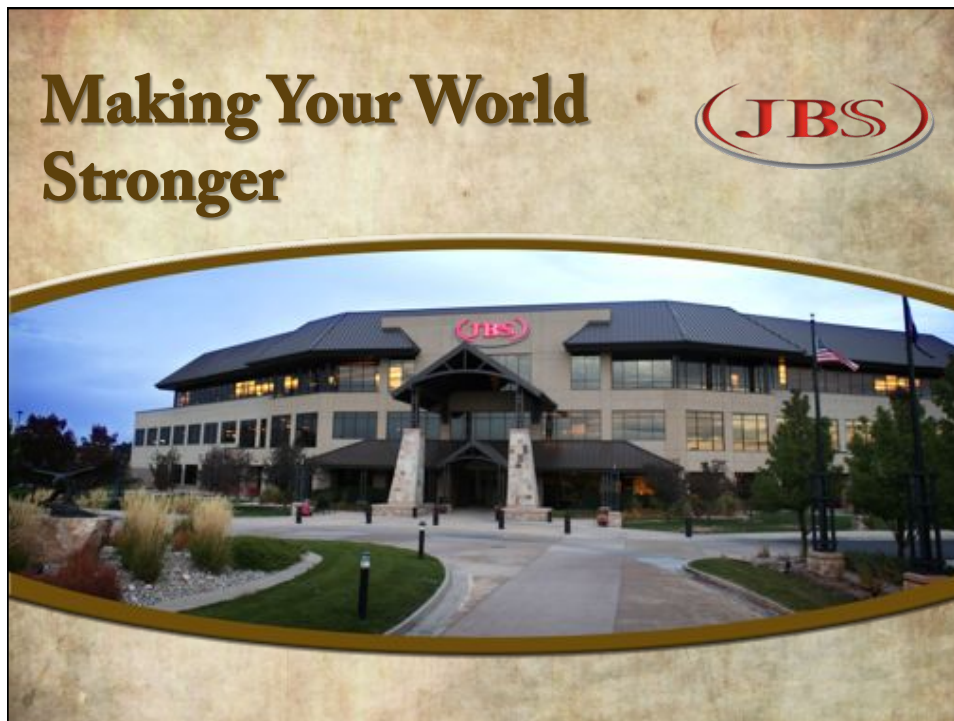
(b) Seller shall be responsible for communicating its pricing instructions to JBS, from the options provided by JBS, to enable JBS to determine the Futures Price for the Holsteins. If the Futures Price has not been determined on or before the Pricing Deadline, the Futures Price will be the settlement price of CME's Live Cattle Futures on such date, unless the Seller has Converted the Agreement prior to the Pricing Deadline. See 5.(c) for details of pricing in this situation.
2. **Inspection and Delivery of the Holsteins.**

(a) Seller shall confer with JBS regarding the readiness of the Holsteins for delivery and will allow JBS (or its representative) to perform inspections of the Holsteins prior to their delivery. Any Holstein determined by JBS in its sole discretion to be unacceptable will not be purchased or delivered hereunder.

(b) Seller shall only deliver the Holsteins to JBS during the Delivery Month on a day designated by JBS. Holsteins may only be delivered outside the Delivery Month if agreed to in writing by JBS and then subject to Section 4(b).

(c) The Holsteins shall be weighed by JBS at or after arrival at the Delivery Location.
3. **Seller's Representations and Warranties.** As an inducement to JBS to enter into this Agreement, Seller represents and warrants to JBS the following:
 - (i) Seller is a "merchant" as such term is defined in the Uniform Commercial Code (UCC) of the United States of America, with respect to the Holsteins, which are the subject of this Agreement.
 - (ii) All Holsteins have been born and raised exclusively in the United States, shall be delivered in good and merchantable condition and are suitable for immediate slaughter to produce meat for human consumption.
 - (iii) Seller has good and merchantable title to and has full power and authority to sell the Holsteins and the Holsteins are sold free and clear of all Liens. If JBS receives written notices of Liens on the Holsteins from Lienholders or learns of Liens for its search of the governing state's central filing system.

(e) All references to money in this Agreement are in US Dollars.



Questions?

