

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **SEABOARD FOODS LLC**, an Oklahoma Limited Liability Company, ("Seller") for and in consideration of the sum of _____ Dollars (\$_____._____) and other good and valuable consideration paid by _____ ("Buyer"), does hereby grant, bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all right, title and interest in and to the personal property described below (herein individually and collectively the "Assets"):

VHL, VIN # VN#

TO HAVE AND TO HOLD, all the Assets to Buyer, its successors and assigns, for its use and benefit forever.

SELLER COVENANTS AND WARRANTS TO BUYER that Seller is the lawful owner of the Assets, has good title to the same and has lawful authority to hereby transfer absolute title to the Assets to Buyer free and clear of all liens, pledges, security interests or claims by any third parties in or to the same.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ABOVE, BUYER TAKES SUCH ASSETS AS IS AND BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY PREDECESSOR OR SUCCESSOR OR INTEREST OF SELLER NOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR ASSIGNS HAS MADE, NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO VALUE, COMPLIANCE WITH SPECIFICATIONS, CONDITION, MERCHANTABILITY, DESIGN, QUALITY, DURABILITY, OPERATION, OR FITNESS FOR USE OR PURPOSE OF SUCH ASSETS, OR ANY OTHER REPRESENTATIVES OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ASSETS, OR ANY COMPONENT THEREOF, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY BUYER IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN SUCH ASSETS OR ANY COMPONENT PART THEREOF, OF ANY NATURE WHETHER PATENT OR LATENT, AND THAT SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. This provision is intended as a complete exclusion and negation of any warranties by Seller, express or implied, with respect to the Assets or any component thereof (other than the above warranties as to title), whether arising pursuant to the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered this _____, 2009.

SELLER:

SEABOARD FOODS LLC
an Oklahoma Limited Liability Company

By: _____
Its: VP, Finance & Accounting

BUYER:

By: _____