

CONSULTANCY FEE AGREEMENT

This Consultancy Fee Agreement (this "**Agreement**") is entered into as of April 28, 2010 by and between Epoch Star Limited, a company organized under the laws of the British Virgin Islands ("**Lender**") and Northern Beef Packers Limited Partnership, a South Dakota limited partnership ("**Borrower**").

WHEREAS, Borrower and Lender are parties to that certain Construction Loan Agreement (the "**Loan Agreement**") dated as of March 18, 2010 under which Lender has agreed to provide certain financing (the "**Loan**") to Borrower in connection with a beef packaging plant located in Aberdeen, South Dakota (the "**Project**");

WHEREAS, Lender is a party to that certain Consulting Agreement (the "**Consulting Agreement**") dated as of April 28, 2010 between Lender and Prime Natural Resources, Inc., a Texas Corporation ("**Prime**") for certain services in connection with the Project in particular to act as Construction Consultant (as defined in the Loan Agreement);

WHEREAS, Pursuant to Section 6 of the Consulting Agreement, Lender has agreed to pay a consultancy fee (the "**Consultancy Fee**") to Prime;

WHEREAS, Pursuant to the Loan Agreement, Borrower will pay, when due, and if paid by Lender will reimburse Lender on demand for, the Consultancy Fee and all other fees and expenses ("**Other Expenses**") in connection with the Construction Consultant. Notwithstanding Borrower's obligation to reimburse Lender or pay the Consultancy Fee and Other Expenses, Lender has agreed to bear a portion of the Consultancy Fee subject to the terms and conditions as set out in this Agreement. Accordingly Borrower has agreed to reimburse Lender for the Consultancy Fee and Other Expenses in accordance with the terms of the Loan Agreement and this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the premises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Borrower hereby agrees to reimburse Lender for all of the Consultancy Fee and Other Expenses within five (5) days after demand by Lender. Notwithstanding the foregoing, Lender shall refund fifty percent (50%) of the Consultancy Fee (for avoidance of doubt, excluding Other Expenses) in excess of Two Hundred Thousand Dollars (\$200,000.00) ("**Lender's Consultancy Fee Refund**") to Borrower, provided that (a) the Loan has been repaid in full, and (b) the amount of Lender's Consultancy Fee Refund shall not exceed ten percent (10%) of the sum of Interest Charges (as defined in the Loan Agreement) and Unused Fee (as defined in the Loan Agreement) actually paid by Borrower and received by Lender. Any Borrower's breach under this Agreement shall constitute an Event of Default under the Loan Agreement or other loan documents entered into in connection with the Loan.

2. Borrower acknowledges that Prime shall not play any management or decision-making role with respect to Borrower and that Prime's responsibility to give or withhold consent

pursuant to the Loan Agreement or other loan documents entered into in connection with the Loan shall not be deemed as playing any management or decision-making role with respect to Borrower and its business.

3. Borrower shall not be obligated under the Consulting Agreement and shall not be obligated to act according to Prime's instructions or recommendations. To the extent Borrower acts in accordance with Prime's instructions or recommendations, Borrower does so at its own risk and accord. Neither Prime nor Lender makes any warranty or representation in respect of Prime's instructions or recommendations. Borrower shall not rely on Prime's instructions or recommendations and shall hold Prime and Lender harmless for any damages or loss arising in connection with Borrower's reliance on Prime's instructions and recommendations or Borrower's breach under this Agreement.

4. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute the same instrument.

5. This Agreement sets forth the entire agreement between the parties and may not be cancelled, modified or amended except by a written instrument executed by all parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed as of the date first written above.

BORROWER:

Northern Beef Packers Limited Partnership,
a South Dakota limited partnership

By: Northern Beef Packers Management LLC,
its general partner

By: DAVID PALMER
Name: DAVID PALMER
Title: CEO

LENDER:

Epoch Star Limited, a company organized under the
laws of the British Virgin Islands

By: _____
Name: _____
Title: _____