

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Heekyeong Baik, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 7 day of May, 2010.

Heekyeong Baik
type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

Hiki Bai

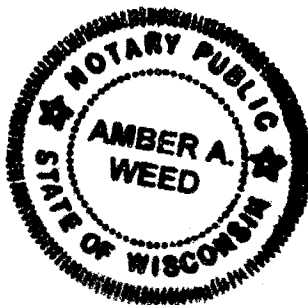
ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Milwaukee : ss

On this 7th day of May, 2010, before me Amber A. Weed, the
undersigned officer, personally appeared Heekyeong Baik, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Amber A. Weed
Notary Public
My Commission Expires: May 8, 2011

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hana Choi, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

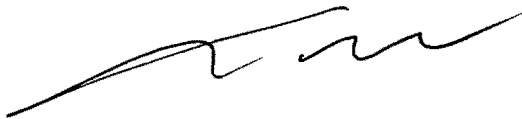
5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 7 day of May, 2010.

Hana Choi
type name



ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF Suffolk : ss

On this 7th day of May, 2010, before me Myprian Berrios, the
undersigned officer, personally appeared Hana Choi, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Myprian Berrios
Notary Public
My Commission Expires: 4.2.15

(SEAL)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, SUNG GUN CHO, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

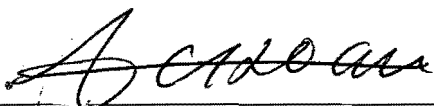
4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 7 day of MAY, 2010.



type name SUNG GOO MO

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF EW _____)
COUNTY OF _____) : ss

On this _____ day of _____, 2010, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

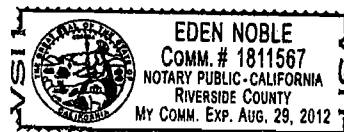
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

(SEAL).

State of California, County of Riverside
On May 7, 2010 before me, Eden Noble
Notary Public, personally appeared Sung Goo Cho
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity(ies),
and that by his/her signature on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal: Eden Noble



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, MIN WOO NAM, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

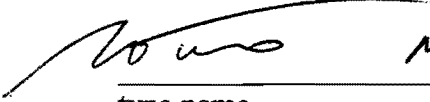
4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

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Dated this 07 day of MAY, 2010.


MIN WOO NAM
type name

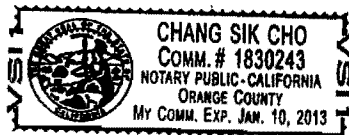
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT


STATE OF California)
COUNTY OF Orange) : ss

On this 7th day of May, 2010, before me CHANG SIK CHO, the
undersigned officer, personally appeared MIN WOO NAM, ~~known to me or~~
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)



Notary Public
My Commission Expires: January 10, 2013

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Kyungho Kang, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

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6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 11 day of May, 2010.

Kyungho Kang
type name

A handwritten signature in black ink, appearing to be 'Kyungho Kang', written over a horizontal line.

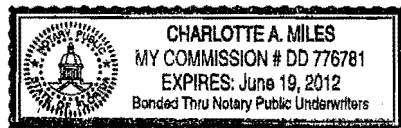
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Seminole) : SS

On this 11 day of May, 2010, before me Charlotte A Miles, the
undersigned officer, personally appeared Kyung Ho Kyng, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

Charlotte A Miles
Notary Public
My Commission Expires: 6/19/12

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hee Ryeong Kang, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 13 day of May, 2010.

Hee Ryeong Kang
type name

Hee Ryeong Kang

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

On

5/13/2010

Date

before me,

Courtney Fond-Leoncini, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Hee Ryeong Kang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Courtney Fond-Leoncini

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Irrevocable Limited Durable Power of Attorney

Document Date:

5/13/2010

Number of Pages:

4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Young H. Kim, the undersigned, do irrevocably hereby make, constitute, and appoint James J. Park and Si Il Jang, either jointly or severally, Attorneys at Law, of Hanul professional Law Corporation, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and

powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

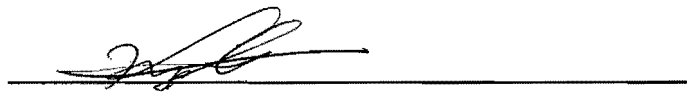
4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 12 day of May, 2010.



type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY STATE WHERE EXECUTED

ACKNOWLEDGMENT

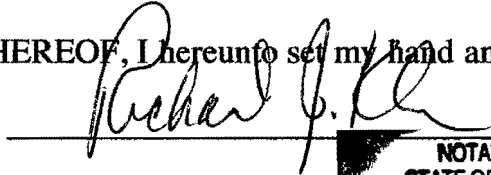
STATE OF New Jersey)

: SS

COUNTY OF BERGEN

On this 12 day of MAY, 2010, before me Richard J Klein, the undersigned officer, personally appeared Young H Kim, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

NOTARY PUBLIC
STATE OF NEW JERSEY
RICHARD J. KLEIN
MY COMMISSION EXPIRES OCT 13, 2010

My Commission Expires: _____

(SEAL) Young H Kim NJ De. Lic K4408 79068 02668

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Mt Jung Lim, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.


4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 11 day of May, 2010.

Mr. Jung Lim
type name 

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

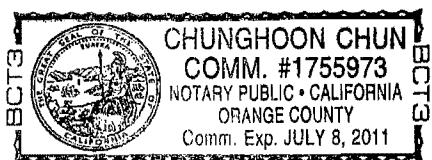
STATE OF California)
COUNTY OF Orange) : ss

On this 11 day of May, 2010, before me CHUNGHOON CHUN, ^{Notary Public} the
undersigned officer, personally appeared Ms. Jung Lim, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that ~~he~~ ^{she} executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Chun Chun
Notary Public
My Commission Expires: 07/08/2011

(SEAL)



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Wonkyung Min, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10 day of May, 2010.

type name Wonkyung Min
Wonkyung Min

Alice W. Daniels

ALICE W. DANIELS
Notary Public - State of South Carolina
My Commission Expires July 17, 2016

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

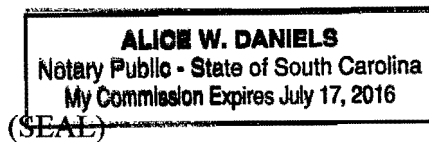
ACKNOWLEDGMENT

STATE OF South Carolina

COUNTY OF Charleston : ss

On this 10 day of May, 2010, before me Alice W. Daniels, the undersigned officer, personally appeared Won Kyung Min, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Alice W. Daniels
Notary Public
My Commission Expires: 7-17-16

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, UN JOO PARK LEE, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

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7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 8 day of May, 2010.

UN JOO PARKLEE 
type name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On May 8, 2010 before me, Jacklynn Havighurst, Notary Public
(Here insert name and title of the officer)

personally appeared Un Soo Park Lee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Irrevocable Limited Durable
(Title or description of attached document)
Power of Attorney

(Title or description of attached document continued)

Number of Pages 2 Document Date 5/8/10

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Ju IL Yoo the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

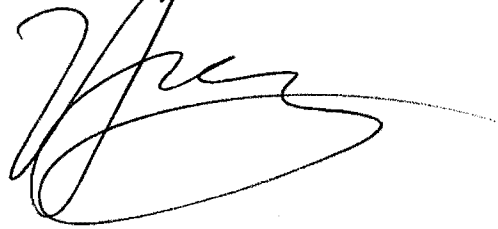
(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

Dated this 10 day of May, 2010.

Ju Il Koo
type name

A large, stylized handwritten signature in black ink, appearing to be 'Ju Il Koo', written over a horizontal line.

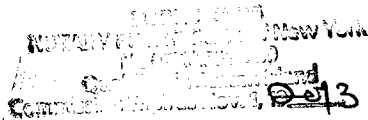
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York : ss

On this 10th day of May, 2010, before me Yoo, Ju'il, the
undersigned officer, personally appeared Yoo, Ju'il, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: Nov. 1, 2013

Yoo Ju'il Kang

(SEAL)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, JONGWON BAE, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.


6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of

attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10 day of MAY, 2010.



JONG WON BAE
type name


ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF

Illinois

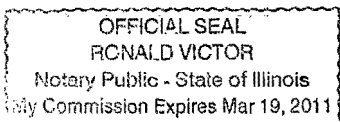
: ss

COUNTY OF

Cook

On this 10 day of May, 2010, before me Ronald Victor, the undersigned officer, personally appeared Jong Win Bae, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Ronald Victor
Notary Public

My Commission Expires:

3-19-2011

(SEAL)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, JAE KYUNG CHO, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10th day of May, 2010.

JAE KYUNG CHO & NTPb
type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF King) : ss

On this 10th day of May, 2010, before me Caleb Holson, the
undersigned officer, personally appeared Jae Kyung Cho, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Caleb Holson
Notary Public
My Commission Expires: 6-1-2010

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Ahn, Mikyung, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND STIL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10 day of May, 2010.

[Signature]
type name Mikyung Ahn

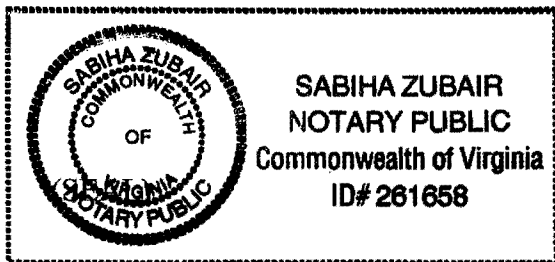
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF Virginia)
COUNTY OF Fairfax) : ss

On this 10th day of May, 2010, before me Sabiha Zubair, the undersigned officer, personally appeared Mikyung Ahn, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 11-30-2010

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, HYE LEE PARK, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10th day of May, 2010.

HYE LEE PARK Hyehye park
type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

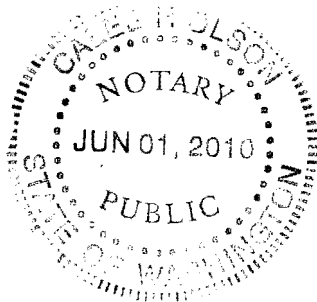
STATE OF Washington
COUNTY OF King : ss

On this 10th day of May, 2010, before me Caleb H Olson, the undersigned officer, personally appeared Hye Lee Park, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Caleb H Olson
Notary Public
My Commission Expires: 6-1-2010

(SEAL)



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hyun Suk Lee the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 10 day of May, 2010.

HYUNSIK LEE /Hyunseok Lee
type name

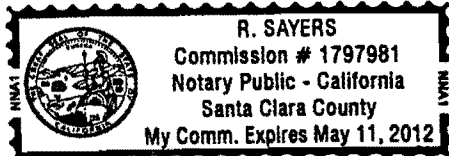
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) : ss

On this 10TH day of MAY, 2010, before me R. SAYERS, NOTARY PUBLIC, the undersigned officer, personally appeared H YUN SUK LEE, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

R. Sayers
Notary Public
My Commission Expires: 11th May 2012

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Sinyeun Chun, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 11 day of May, 2010.

Ceylan Sinyeun Chun
type name (

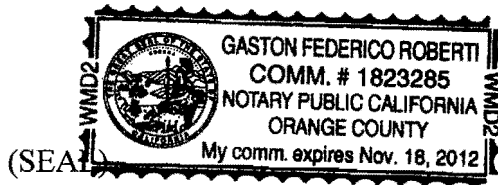
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

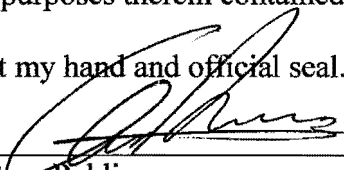
ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Orange) : ss

On this 11 day of May, 2010, before me Gaston F. Roberti, the undersigned officer, personally appeared SIN YEUN CHUN, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





Notary Public

My Commission Expires: November 18, 2012

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hyung Joo Lee, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.


4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 12th day of May, 2010.

Hyung Joo Lee
type name 

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Morris) : ss

On this 12th day of MAY, 2010, before me David Hascup, the
undersigned officer, personally appeared HYUNG LEE SOO, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

DAVID HASCUP
Notary Public, New Jersey
My Commission Expires November 28, 2011

(SEAL)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hyun Joo cho, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 11 day of May, 2010.

chojoo
type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF DEKALB) : ss

On this 11 day of MAY, 2010, before me LAWRENCE WREN, the undersigned officer, personally appeared HYUN JOO CHO, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: July 8th, 2013

(SEAL)



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hongs001 Kim, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.


4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this ¹⁷~~8~~ day of May, 2010.
HK

Hongsoon Kim
type name 

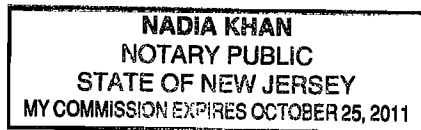
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF New Jersey)
: ss
COUNTY OF Mercer)

On this 7th day of May, 2010, before me Nadia Khan, the
undersigned officer, personally appeared Hoysoon Kim, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

Nadia Khan
Notary Public
My Commission Expires: Oct 25, 2010

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, HYE YOUNG YOUN, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

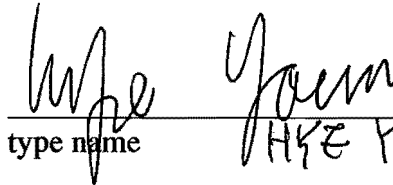
4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 12th day of May, 2010.


type name MIKE YOUNG YOUN

ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 12, 2010 before me, Moon Ja Chung, a notary public,

A Notary Public in and for said State personally appeared _____

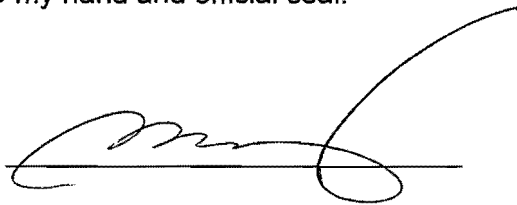
Hye Young Yoon

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Yong ho cha, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership, Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 13 day of May, 2010.

yong ho cha
type name



See attached Notarrial Certificate

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Santa Clara : ss

On this 13th day of May, 2010, before me Kim Dodge, the
undersigned officer, personally appeared Yong Ho Cha, ~~known to me or~~
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Kim Dodge
Notary Public

My Commission Expires: July 11, 2013

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, MYEONG JIN LEE, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 11 day of May, 2010.

MYEONG JIN LEE
type name

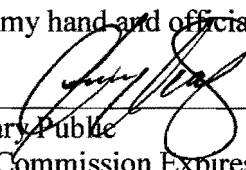
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Mercer) : ss

On this 11 day of May, 2010, before me Joseph A. Buckley the
undersigned officer, personally appeared Myeong Jin LEE, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 5/22/11

(SEAL)

JOSEPH A BUCKLEY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 05/22/2011

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Jim Hur, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

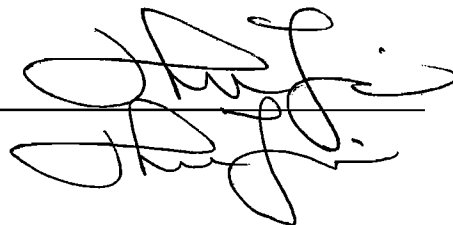
6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 9th day of May, 2010.

Sim Hur

type name

A handwritten signature in black ink, appearing to be 'Sim Hur', written over a horizontal line.

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF Ohio

COUNTY OF Montgomery : ss

On this 11 day of May, 2010, before me Justine Fyffe, the
undersigned officer, personally appeared Jim Hur, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 10-7-13

(SEAL)



Justine A. Fyffe
Notary Public - State of Ohio
My Commission Expires
10-07-2013

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Jung Woo Choi, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 8 day of May, 2010.

Jung Woo Chai
type name [Signature]

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF NJ)
COUNTY OF Bergen) : ss

On this 7 day of May, 2010, before me Heon Lee, the
undersigned officer, personally appeared Jungwoo Choi, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Heon Lee
Notary Public
My Commission Expires: 3/8/2015.

(SEAL)

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, YOUNG JI HAN, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.


4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 18 day of MAY, 2010.


type name Young Ji Han

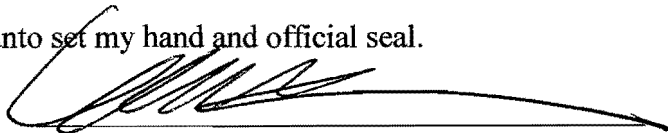
ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
: SS
COUNTY OF BERGEN)

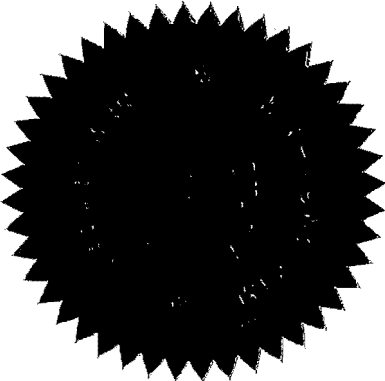
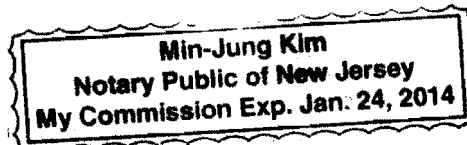
On this 18 day of MAY, 2010, before me MINJUNG KIM, the
undersigned officer, personally appeared YOUNG J. KIM, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: _____



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, OSHIK SONG, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 13 day of May, 2010.

OSHIK SONG SONG
type name

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

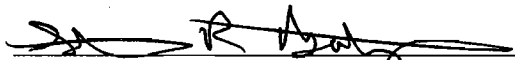
STATE OF SOUTH DAKOTA)

: SS

COUNTY OF BROWN)

On this 13 day of MAY, 2010, before me _____, the
undersigned officer, personally appeared _____, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

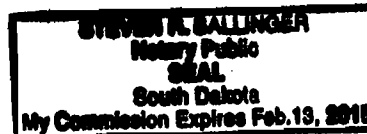
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 13 FEB 2015

(SEAL)



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Hwang Shim, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.


4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 18 day of May, 2010.

Hwang Shim
type name 

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

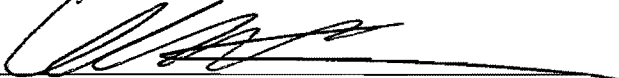
STATE OF NEW JERSEY)

: ss

COUNTY OF BERGEN)

On this 18 day of MAY, 2010, before me MINJUNG KIM, the
undersigned officer, personally appeared HWANG SHIH, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires: _____

Min-Jung Kim
Notary Public of New Jersey
My Commission Exp. Jan. 24, 2014

IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Chi Young Kim, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 17 day of May, 2010.

Chi Young Kim
type name
Chi Young



ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

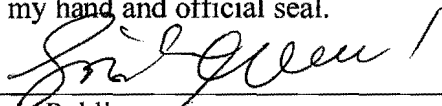
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) : ss

On this 17th day of May, 2010, before me Soon Ik Chun, the undersigned officer, personally appeared Chi Young Kim, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public
My Commission Expires: Dec. 13, 2013



IRREVOCABLE LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, DR ALEX MONG, the undersigned, do irrevocably hereby make, constitute, and appoint JAMES J. PARK AND SI IL JANG, EITHER JOINTLY OR SEVERALLY, ATTORNEYS AT LAW, OF HANUL PROFESSIONAL LAW CORPORATION, my true and lawful attorney-in-fact for me and in my name, place, and so that he or she may in my place and stead, and on my behalf, and for my use and benefit:

1. For the purpose of exercising or performing any act, power, duty, right, or obligation whatsoever in connection with, arising from, or relating to any matters dealing with my rights or obligations as a limited partner of Northern Beef Packers Limited Partnership, a South Dakota limited partnership, including, without limitation, with regard to any loan or possible loan Northern Beef Packers Limited Partnership may request be made by Epoch Star Limited, or its successors or assigns. Included in the acts, powers and rights granted my attorney-in-fact is the right to vote any or all of my interest in Northern Beef Packers Limited Partnership and executing on behalf of me any instrument or document my attorney-in-fact desires to bind me to in my capacity as a limited partner of Northern Beef Packers Limited Partnership, including, without limitation, with respect to:

(a) amendments to the limited partnership agreement and other constituent documents of Northern Beef Packers Limited Partnership, including amendments that reduce or increase my limited partnership interest, that limit the rights of the limited partners to remove the general partner and to act without the consent of the general partner, and that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute general partner if it so elects;

(b) amendments or consents to amendments to the operating agreement and other constituent documents of Northern Beef Packers Management, L.L.C., including amendments that require all directors to be elected by the members of Northern Beef Packers Management, L.L.C., that permit Epoch Star Limited or a purchaser at a secured party sale to become a substitute member if it so elects, and that eliminate the consent of the limited partners of Northern Beef Packers Limited Partnership for future amendments;

(c) consents to any and all loan documents which may be required by Epoch Star Limited with regard to any loan to Northern Beef Packers Limited Partnership, including any pledge by Northern Beef Packers Management, L.L.C. of its partnership interests in Northern Beef Packers Limited Partnership;

(d) agreements to indemnify, release, and/or exculpate Northern Beef Packers Limited Partnership and Northern Beef Packers Management, L.L.C., and any of their respective members, directors, officers, employees, agents, consultants, lenders and their

nominees (collectively, "Released Parties"), and to waive any claims which I may have against the Released Parties; and

(e) agreements to confirm that I have no rights to redeem my partnership interest in Northern Beef Packers Limited Partnership.

2. I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act and thing whatsoever required, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

3. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is intended to limit and restrict the rights of my attorney-in-fact granted by this document, and is to be construed and interpreted as limiting and restricting my attorney-in-fact from exercising any general powers on my behalf. However, to the extent this limited power of attorney grants my attorney-in-fact rights, acts or powers, they shall be broadly construed.

4. The rights, powers, and authority of my attorney-in-fact appointed herein shall commence immediately, and shall continue in full force and effect until all obligations of Northern Beef Packers Limited Partnership to Epoch Star Limited or its successors are satisfied in full as evidenced by a writing signed on behalf of Epoch Star Limited, so stating.

5. This limited power of attorney shall not be affected by my disability.

6. Epoch Star Limited and other third parties may rely upon the representations of my attorney-in-fact as to all matters relating to this power of attorney, and no person who may act in reliance upon any representation of my attorney-in-fact or the authority granted to my attorney-in-fact hereunder shall incur any liability to me as a result of permitting my attorney-in-fact to exercise any right, act or power.

7. This instrument may be executed in one or more duplicate originals, and my original signature upon a facsimile or other copy of this power of attorney shall qualify as an original. Epoch Star Limited and other third parties may rely upon such an original of this power of attorney without inquiry. This power of attorney may be recorded or filed in any office in the discretion of my attorney in fact and shall be governed by the law of South Dakota.

Dated this 18 day of MAY, 2010.

DR ALEX MONU

type name

for me

ATTACH NOTARIZED ACKNOWLEDGMENT OF SIGNER IN FORM REQUIRED BY
STATE WHERE EXECUTED

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING) : ss

On this 18th day of MAY, 2010, before me Dolores A. Johnson the undersigned officer, personally appeared ALEX MONU, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Dolores Ann Johnson
Notary Public
My Commission Expires: 9-1-2012