

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (this "Agreement") is entered into by and among Maverick Spade, LLC, a California limited liability company having a principal place of business at 1200 S. Hope St., Suite 300, Los Angeles, CA 90015 ("Maverick"), Myung-Kyu David Kang ("Kang") residing at 9 E. Commonwealth Ave. #1L, Alhambra, California 91801, Northern Beef Packers Limited Partnership, a South Dakota Limited Partnership ("NBP"), and Northern Beef Packers Management LLC, a South Dakota Limited Liability Company ("NBPM") and the General Partner of NBP, (individually, a "Party," and jointly, the "Parties"), as of July __, 2010.

I. RECITALS

A. NBP agreed to engage Maverick to provide certain services in relation to the procurement of financing, and the performance of management and due diligence services, for the completion of construction of a beef processing facility near Aberdeen, South Dakota (the "Project").

B. There is a dispute among the Parties as to whether there was an enforceable transfer of or an enforceable agreement to transfer an ownership interest in NBP or NBPM, from any limited partners of NBP, NBPM, Mr. Oshik Song, and/or Mr. Jang Si-II to David Kang.

C. The Parties wish to terminate the above engagement and to resolve their dispute relating to Kang's ownership interest in NBP or NBPM. It is their intention that this Agreement fully, finally and completely resolve any and all existing or potential claims, actions, liabilities, debts, causes of action, liens, promises, agreements, rights of appeal, contracts, and damages of every nature of description, whether known or unknown, foreseen or unforeseen, direct or indirect, liquidated or not yet fully in being, which were made or alleged, or could have been made or alleged, by Maverick against NBP, with respect to all matters related to services performed by Maverick on the Project that existed among the Parties prior to the effective date of this Agreement.

II. SETTLEMENT

In consideration of the covenants and release set forth herein, the Parties agree to the following:

A. NBP has previously paid the sum of \$350,000 (“Prior Payments”) to Maverick and Kang, the receipt of which is hereby acknowledged. NBP shall, concurrently with the execution of this Agreement, execute an Irrevocable Directive to Issue Payments (the “Directive”) in favour of Maverick, in the form as attached hereto as Exhibit A.

B. In addition to the Prior Payments and the payments set forth in the Directive, NBP shall pay Maverick and Kang the sum of \$200,000.00 upon the full repayment in cash of all the indebtedness and obligations that NBP owes to Epoch Star Limited (“Lender”) under the Construction Loan Agreement dated March 18, 2010 (the “Loan Agreement”) entered into by and between NBP and Lender. The payment shall be made no later than August 30, 2012, regardless of the debt owed by NBP to Lender but subject to the terms and conditions of the Subordination Agreement (a form of which subordination agreement is attached hereto attached Exhibit C, the “Subordination Agreement”) entered into by and among Maverick, NBP and Lender of even date herewith.

C. Maverick and Kang hereby waive, relinquish and surrender any and all claims that either of them have received a transfer or transfers of an ownership interest in NBP or NBPM from any limited partners of NBP, NBPM, Mr. Oshik Song, and/or Mr. Jang Si-II.

D. NBP shall assume the obligation for settling the invoices issued by Mayer Brown LLP in connection with the Project, as attached hereto in Exhibit B upon further negotiation.

E. Concurrently with the execution of this Agreement, Maverick shall sign the Subordination Agreement.

F. Concurrently with the execution of this Agreement, Kang shall execute the First Amendment to the Construction Loan Agreement, the form of which is attached hereto as Exhibit D.

G. NBP shall fully indemnify Kang for any liability arising out of the Limited Guaranty Agreement, dated March 18, 2010, whereby Kang, jointly with another individual, guaranteed the payment of all the indebtedness owed by NBP under the Loan Agreement up to a total amount of \$10,000,000.00.

H. Kang and Maverick shall, jointly and severally, indemnify NBP, its General Partner, Northern Beef Packers Management LLC, and its managers, agents and employees, for any and all claims for payments and/or services rendered on the Project by Hee Yun or Jim Seol,

both of California

I. Concurrently with the execution of this Agreement, the Parties shall execute a Mutual Release, in the form as attached hereto as Exhibit E (the "Mutual Release"), signed by the Parties and by Mr. Oshik Song, Mr. James J. Park, Mr. Si-Il Jang, Hanul Professional Law Corporation at California ("Hanul USA") and Hanul Professional Law Corporation in Korea ("Hanul Korea").

J. For the avoidance of doubt, the total payment to be made to Maverick by NBP, in addition to the Prior Payments, pursuant to this Agreement and the Directive shall be \$950,000.00, regardless of whether the funds are paid by Lender or NBP, or any third party on behalf of NBP, provided that any such payment shall be subject to the terms and conditions of the Subordination Agreement.

III. MUTUAL RELEASE

In consideration of the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Except as to such rights or claims as may be created by this Agreement, each of the Parties and all of its parent, subsidiary and affiliated companies, agents, general and limited partners, members, managing members, principals, attorneys, employees, representatives, officers, directors, shareholders, assigns, predecessors and successors-in-interest, and heirs, past, present, and future, hereby release, remise and forever discharge each other Party and all of their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, and related companies, as well as their respective current, former and future officers, directors, members, managing members, directors, agents, trustees, shareholders, assigns, beneficiaries, representatives, employees, managers, accountants, owners, investors, general and limited partners (and their attorneys-in-fact), insurers, and attorneys, and each of them, from any and all existing or potential claims, actions, liabilities, debts, causes of action, liens, promises, agreements, rights of appeal, contracts, and damages of every nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, liquidated or not yet fully in being, in each case with respect to all matters related to work performed on the Project (the "Released Matters"), that existed among the Parties prior to the effective date of this Agreement,

including but not limited to, compensatory damages, liquidated damages, punitive damages, costs, expenses, and attorneys' fees, in connection with the Released Matters, from the beginning of time to the effective date of this Agreement, except that no Party shall be released from any claim, demand or cause of action that arose from fraud (if any) committed by that Party. It is the intention of the Parties in executing this Agreement that the release contained herein shall be effective as a bar to each and every claim, demand, or cause of action released hereby. Each of the Parties recognizes that it may have some claim, demand, or cause of action related to the Released Matters against the other Parties of which it is totally unaware and unsuspecting, which such Party is giving up by execution of this Agreement.

B. Except for any claim, demand or cause of action that arose from fraud (if any) committed by any of the Parties hereto, the Parties specifically waive the benefit of the provisions of SDCL 20-7-11 of the South Dakota Codified Laws ("SDCL 20-7-11"), and any similar statute or common law in any other jurisdiction, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties understand and acknowledge the significance and consequence of this waiver of the provisions of SDCL 20-7-11 and hereby assume full responsibility for any damage, loss, or liability that it may hereafter incur by reason of such waiver.

C. Except for any claim, demand or cause of action that arose from fraud (if any) committed by any of the Parties, the Parties specifically waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California ("Section 1542"), and any similar statute or common law in any other jurisdiction, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

**KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.”**

The Parties understand and acknowledge the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, or liability that it may hereafter incur by reason of such waiver.

IV. REPRESENTATIONS AND WARRANTIES

Each Party to this Agreement represents, warrants and agrees as follows:

A. This Agreement affects the settlement of claims and disputes that are denied and contested. Nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind whatsoever. Each of the Parties to this Agreement denies any and all liability in connection with any and all existing and potential claims, demands, causes of action, and rights of appeal, whether known or unknown, in connection with or related to the subject matter of the Released Matters.

B. Each Party to this Agreement has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and executing this Agreement.

C. In entering into this Agreement, each Party assumes the risk of any misrepresentation, concealment or mistake except for the statements, representations and warranties contained herein. If any Party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstances whatsoever.

D. None of the Parties has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, causes of action or rights of appeal disposed of by this Agreement.

E. Each Party to this Agreement is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the Parties to settle fully, finally and forever all claims, demands and causes of action relative thereto, whether known or unknown, which may exist, or heretofore have existed among them as to the Released Matters. In furtherance of such intention, the release given herein shall be and remain in effect as full and complete release of the Released Matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

F. Each individual who signs this Agreement represents and warrants that he or she has full and complete authority to execute this document on behalf of the Party that he or she is signing on behalf of and, by that signature, has the authority to bind that Party to this Agreement.

V. MISCELLANEOUS

A. Simultaneously with the execution of this Agreement, Kang, Maverick, James Park, Si-Il Jang, Oshik Song, Hanul USA and Hanul Korea, have executed the Mutual Release, settling the disputes among them, and as part of the Mutual Release, the Parties thereto agreed to enter into this Agreement. Other than set forth in the Mutual Release, this Agreement is the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by further written agreement signed by all the Parties hereto.

B. This Agreement is binding upon the Parties hereto and their respective assigns, predecessors and successors-in-interest.

C. Each Party to this Agreement has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that such Party drafted or prepared this Agreement.

D. This Agreement and its validity, construction, and effect shall be governed by the laws of the State of South Dakota applicable to contracts wholly to be performed therein and without regard to any rules regarding choice of law. Any action arising from or relating to this Agreement may be brought in any federal or state court located in Brown County, South Dakota, which courts shall be the exclusive venue for any such action. In the event of any

action, suit or proceeding in connection with or concerning the interpretation or enforcement of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred in connection with such proceedings.

E. This Agreement shall become effective on the date when it is signed by all Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Exhibit A – Irrevocable Directive

Exhibit B - Mayer Brown LLP Invoices

Exhibit C – Form of Subordination Agreement

Dated: 1/19, 2010

MAVERICK SPADE LLC

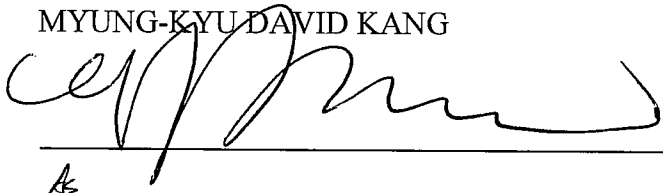
By: 

Name: M.K. David Kang

Title: Managing Director.

Dated: 2/19, 2010

MYUNG-KYU DAVID KANG



AK

Dated: _____, 2010

NORTHERN BEEF PACKERS LIMITED

PARTNERSHIP

a South Dakota Limited Partnership

By: 

Name: James Park

Title: Attorney-in-fact

Dated: _____, 2010

NORTHERN BEEF PACKERS MANAGEMENT LLC.

A South Dakota Limited Liability Company

By: 

Name: OSHIK SONG

Title: DIRECTOR/CHAIRMAN