

This Memorandum of Understanding has been made and entered into by Swift Beef Company formally known as JBS USA LLC for its Greeley, Colorado beef processing facility (hereinafter the "Company") and the United Food and Commercial Workers International Union, Local 7R (hereinafter the "Union") and is subject to ratification by the Union's membership. If this Memorandum is not ratified by midnight December 16, 2018, it will be withdrawn.

The parties agree to extend the terms and conditions of the current collective bargaining agreement beyond its original expiration of July 21, 2019. The collective bargaining agreement shall now expire midnight Sunday, July 18, 2021. All previously executed Letters of Understanding shall remain in effect during this extension period.

Effective Monday December 17, 2018, the Wage Rates and Pay Grades listed in the current collective bargaining agreement shall be made to conform to the following:

Old Grade	Old Rate	Over Base	New Grade	New Rate	Over Base
Base	\$15.35	\$0.00	Base	\$15.90	\$ -
1	\$15.55	\$0.20	Base	\$15.90	\$ -
2	\$15.75	\$0.40	1	\$16.30	\$0.40
3	\$16.05	\$0.70	2	\$16.80	\$0.90
4	\$16.55	\$1.20	3	\$17.45	\$1.55
5	\$17.20	\$1.85	4	\$18.25	\$2.35
6	\$17.85	\$2.50	5	\$18.90	\$3.00
7	\$19.10	\$3.75	6	\$20.50	\$4.60

On July 22, 2019 the wage rates listed above shall be increased by twenty-five cents (\$0.25).

On July 20, 2020 the wages rates listed above shall be increased by twenty-five cents (\$0.25).

The following jobs shall be upgraded as described below:

Job Title	Old Grade	Old Rate	New Grade	New Rate
Mark Head of Tender	2	\$15.75	2 (Old Grade 3)	\$16.80
Bag Person	2	\$15.75	2 (Old Grade 3)	\$16.80
Pull Paddle Bone	1	\$15.55	2 (Old Grade 3)	\$16.80
Mark Wing	Base	\$15.35	1 (Old Grade 2)	\$16.30
Shackle Chuck	Base	\$15.35	1 (Old Grade 2)	\$16.30
Mark Clip Idle Bone	Base	\$15.35	2 (Old Grade 3)	\$16.80
Bone Hearts	1	\$15.55	1 (Old Grade 2)	\$16.30
Cut Intestines from Paunch	1	\$15.55	1 (Old Grade 2)	\$16.30
Cut Off Bile	1	\$15.55	1 (Old Grade 2)	\$16.30
Mark Foreshank	1	\$15.55	1 (Old Grade 2)	\$16.30
Remove Kidney	1	\$15.55	1 (Old Grade 2)	\$16.30
Remove Tail and Hang	1	\$15.55	1 (Old Grade 2)	\$16.30
Save Tendon	1	\$15.55	1 (Old Grade 2)	\$16.30
Upgrade Tongue Trim	1	\$15.55	1 (Old Grade 2)	\$16.30
Whiz Neck Area	1	\$15.55	1 (Old Grade 2)	\$16.30

Sticker	3	\$16.05	3 (Old Grade 4)	\$17.45
Hides	4	\$16.55	4 (Old Grade 5)	\$18.25
Gutter	6	\$17.85	6 (Old Grade 7)	\$20.50
Splitter	6	\$17.85	6 (Old Grade 7)	\$20.50
Drop Bung	4	\$16.55	4 (Old Grade 5)	\$18.25
Shackler	4	\$16.55	6 (Old Grade 7)	\$20.50
Leggers	4	\$17.85	5 (Old Grade 6)	\$18.90
Clear Gulleets	5	\$17.85	5 (Old Grade 6)	\$18.90
Bone Loin Wing	2	\$15.75	3 (Old Grade 4)	\$17.45
Bone Plates	4	\$16.55	4 (Old Grade 5)	\$18.25
Trim Chucks	3	\$16.05	4 (Old Grade 5)	\$18.25
Seam Inside Round	5	\$17.20	5 (Old Grade 6)	\$18.90
Trim Briskets	2	\$15.75	2 (Old Grade 3)	\$16.80

The parties agree that the wage rates listed above and in the current collective bargaining agreement are minimums. Prior to changing start rates, base rates, specific job rates, specific grade rates, or the implementation, modification, or discontinuance of an incentive program, the Company shall first meet with the Union to discuss such change. The meeting between the Company and the Union shall occur at least two (2) weeks prior to the implementation of the wage change. It is clearly understood that any wage increases are made to a specific job, pay grade, or pay level.

Any employees who holds a position and earns more than the grade of pay, as shown above, for that position shall be red circled and not have their pay reduced as a result of the implementation of the above wage scale and job upgrades. Red circled employees shall be eligible for the increases in 2019 and 2020 as described above. An employees red circle shall end in the event they bid or transfer to another job, become medically unable to perform the functions of their job, the rate of their job becomes equal to or higher than their red circled rate, or they are separated from the Company.

It is clearly understood that the Company may modify the pay week as defined in Article 6, Hours of Work, Section 1, of the current collective bargaining agreement, from 12:01 a.m. on Monday and ending at midnight Sunday evening, to begin at 12:01 a.m. on Sunday and end at midnight Saturday evening. The Company shall provide the Union notice of any such change no less than thirty (30) days in advance of such change.

The parties will no longer administer the Multi-Cultural Fund as a trust as specified in Article 34, Multi-Cultural Education Trust Fund. Going forward the Company shall make an amount available each year of the agreement, up to \$25,000, to bring the uncommitted balance of the Multi-Cultural Fund up to \$25,000. This shall not change the intent or purpose of the Multi-Cultural Fund. No Multi-Cultural Fund monies shall be spent without the mutual agreement of the parties. The Company, upon request of the Union, shall provide a summary of all monies spent and what the monies were spent on from the Multi-Cultural Fund, current unused funds, date when additional funds were added, and the amount of funds added to the Multi-Cultural Fund. During the transition from a trust, all commitments for monies shall be honored. The parties agree to take whatever steps necessary to dissolve the existing trust and close all associated bank accounts.

During the term of this extension, the parties (representatives of the Company and the Local Union) agree to meet and negotiate, in good faith, over potential modifications to the benefits listed in Article

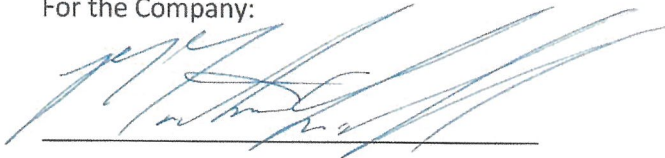
31, Medical, Vision, Dental, and Disability, of the current collective bargaining agreement. The purpose of these negotiations is to determine what changes should be made, if any, to control and/or reduce the total cost of the benefits offered, ensure the benefits offered are sustainable, and reduce barriers to care. In the pursuit of these changes the Company and representatives of the Local Union may mutually agree to modify any of the provisions of any of the benefits offered. This includes, without limitation, plan design, plans offered, and weekly contributions. No changes to these benefits shall be made without mutual agreement, unless allowed by the terms and conditions of the current collective bargaining agreement. To that end, neither party waives, gives up, or otherwise modifies their rights as described in the current collective bargaining agreement, or under any regulation, rule, or law governing the same.

The Union agrees to withdraw all pending grievances related to the Company's medical, vision, or dental plans, as well as, any other benefit offered under the current collective bargaining agreement, without prejudice and on a non-precedent setting bases.

All agreed to changes in wage rates shall be made within sixty (60) days of ratification but shall be retroactively applied to December 17, 2018.

All terms and conditions of the current collective bargaining agreement not specifically modified by the terms of this Memorandum shall remain in full force and effect.

For the Company:



For the Union:

