

APPLICATION FOR ASSOCIATE STATUS

U.S. PREMIUM BEEF, LLC
P.O. Box 20103
Kansas City, MO 64195
Phone: 866-877-2525 Fax: 816-713-8810 Email: uspb@uspb.com

By signing this application and paying a fee made payable to U.S. Premium Beef, LLC ("USPB"), the undersigned applicant seeks to become an Associate of USPB. The undersigned agrees that in connection with Associate status with respect to USPB, the undersigned may enter into an arrangement to deliver cattle to USPB. The applicant also agrees to disclose to USPB in writing if they are a competitor, or are employed by a competitor, of USPB and not to disclose proprietary information of USPB or its members to others. The undersigned also acknowledges and agrees that the undersigned will not, by this Application for Associate Status, (i) acquire any Class A or Class B units issued by USPB or (ii) become a member or unitholder in USPB or obtain any rights or claims with respect to USPB other than the specified benefits available to "Associates" as described in the Limited Liability Company Agreement of USPB. (The Limited Liability Company Agreement is available on the Internet, at www.sec.gov, as part of USPB's filings with the Securities and Exchange Commission.) Status as an Associate of USPB is not transferable.

PLEASE PRINT -- APPLICATION INFORMATION

Associate Name _____
(Legal name in which cattle will be delivered)
Authorized Representative _____
Address _____
City _____ State _____ Zip _____ County _____
Telephone No. _____ Fax No. _____
Cell No. _____ Email address _____

Terms and Conditions - I also certify (1) that the applicant is a producer of beef cattle; (2) that I have read, understand, and accept the stated terms and conditions of this "Application for Associate Status", which are set forth in this agreement; (3) that I have entered into (or will enter into) an arrangement covering cattle delivery to USPB; (4) that I and the applicant acknowledge that we will receive confidential and proprietary information of USPB, its affiliated companies and its members and agree to hold such information confidentially and not disclose it to others; and (5) that I have been provided with all of the information that I believe to be necessary to have a full understanding of USPB and my Associate status with respect to USPB.

Signature of Authorized Representative _____

Date _____

Associate Fee \$100 Lifetime Associate fee

Accepted: **U.S. PREMIUM BEEF, LLC**

By _____
(U.S. Premium Beef Authorized Agent)

Date _____

USPB is a Delaware limited liability company that is organized with Class A and Class B units. USPB is accepting applications for Associate status from cattle producers who desire to deliver and market cattle with USPB. By becoming an Associate of USPB, the Associate of USPB does not acquire any units in USPB, does not become a member of USPB, does not acquire any rights with respect to information available to members of USPB, but does become approved to deliver and market cattle with USPB as described above. Notwithstanding the foregoing, USPB may refuse to accept the Associate's cattle if such cattle do not meet USPB's quality and other delivery standards.

ASSOCIATE FEES. The Associate Fees of USPB consist of a \$100 Lifetime Associate fee. Each applicant producer paying the Associate Fee understands and agrees that USPB may use all or part of the Associate Fee proceeds to fund operational costs. The applicant producer further understands and agrees that the Associate is not entitled to any refund of the Associate Fee under any circumstances.

The Associate Understands And Acknowledges That The Associate Will Not Be A Member Of USPB Upon The Payment Of The Associate Fee And Will Not Receive Any Ownership Interest In USPB By Virtue Of Payment Of The Associate Fee. The

Associate Acknowledges And Agrees That The Associate Will Be Entitled To Only The Rights, Privileges And Obligations Of Associate Status In USPB As Described Above And In USPB's Limited Liability Company Agreement.