Livestock Purchase Agreement

I. Parties:

This Livestock Purchase Agreement (“Agreement”) is between _______________________ (“Buyer”), and Gasper Family Farm (“Seller”).

II. Terms:

1. Purchase of Livestock. Buyer agrees to purchase livestock (as listed in Item III) from Seller, subject to the provisions of this Agreement. Buyer’s deposit constitutes an irrevocable offer to purchase livestock, and if accepted, cannot be revoked.

2. Pickup. Seller will notify Buyer of the availability for pickup date for the livestock when it becomes known. Buyer shall have 14 days from the pickup date to take possession or Buyer agrees to pay $4.00 per head per day boarding fee starting on Day 15 unless prior arrangements have been made in writing. Seller makes no warranty as to when the pickup date shall occur and Buyer acknowledges that availability of livestock is subject to uncontrollable factors including liter sizes, death loss, and other factors.

3. Shipment. Buyer is responsible for determining the requirements for interstate or intrastate shipment and to notify Seller of all necessary tests or documentation Seller needs to provide (at Buyers cost). Buyer further agrees to indemnify, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including legal fees) incurred by Seller in defending against claims arising from the purchase and shipment of livestock. Buyer is responsible for making shipment arrangements. Buyer agrees to hold harmless Seller and absolve Seller from result of negligence or actions of the shipper hired by the Buyer.

4. Payment of Purchase Price.

4.1. Buyer agrees to remit to Seller a non-refundable deposit of $_______ (50% of the total purchase price) as partial payment. No livestock will be held for Buyer until signed Agreement and deposit are received by Seller. Buyer shall pay the balance of the total purchase price to Seller prior to taking possession (in person or by third party shipment). If payment is made by methods other than cash, payment must be received at least 2 weeks prior to taking possession.

4.2 If Buyer decides not to take possession of livestock Buyer shall forfeit any deposit. Buyer shall have the opportunity to inspect the livestock at time of taking possession or accept them 'as is' if shipped by air or other third party. If the Buyer rejects the livestock at time of pickup the Buyer may either elect to forfeit the deposit or receive a different animal of the same type (at a date to be determined by Seller).

4.3. In addition to the amounts set forth above, Buyer shall pay for all health tests or documentation requested by Buyer prior to pick up of the livestock. Buyer is responsible for all shipping costs.

4.4. Livestock listed as “bred” will be pregnancy tested at Buyers request and expense. Livestock tested and found to be bred are guaranteed only the day of the test by the veterinarian. Seller assumes no responsibility for the viability of the pregnancy beyond the test date. Abortion, miscarriage, birth defects or problems of pregnancy are the responsibility of Buyer.

5. Livestock Health. Seller does not knowingly sell any sick or infirm livestock without disclosure of
such to Buyer. Buyer may at his/her expense have the livestock veterinarian checked before taking possession of livestock. Due to the stress of transportation and adjustment to new living conditions, management, and differences in feed and water, Seller takes no responsibility for the health for the livestock after it is loaded for transport. Under no circumstances will the livestock be allowed to return to Seller after being loaded.

6. Miscellaneous. The laws of the state of Kansas shall govern the interpretation and enforcement of this Agreement. Any notices provided for herein shall be given in writing and transmitted by FAX, email, or similar communication or by certified or registered mail, addressed to the respective parties at the addresses set for the below. The address of either party may be changed by written notice to the other party. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT. This agreement shall be binding upon and inure to benefit the successors and assigns of the parties. This Agreement shall not be assigned without the prior written consent of the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The captions of paragraphs are for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements of the parties involved. This agreement may be amended only by a written document signed on behalf of both parties. In case of disagreement relative to any provision of this lease or the activity thereunder, such dispute shall be referred to an arbitration committee composed of one member selected by each party, and a third member selected by the other two. Each party is responsible for the costs of their member and the cost of the third born equality between all parties but said cost shall not be more than the least cost of any of the other members. The decision of the arbitration committee shall be binding upon the parties of this lease. In the event a dispute arises between any parties that involves this Agreement or my activities with respect to GFF and it reaches the courts the venue shall be exclusively in Bourbon County, Kansas. Each provision of this Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. To the degree that a court determines that any provision of this Agreement is partly or wholly unenforceable, such provision shall be re-written by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties. Buyer agrees that any claim, cause, or arbitration against GFF must be filed within twelve (12) months of the date this agreement was entered or the said claim, cause, or action will be forever barred, without regard to any contrary legislation. GFF may assign their rights and obligations under these Terms; in this event, GFF will be relieved of any further obligation. Buyer agrees that in the event of any arbitration or court GFF shall not be liable for more than the original deposit amount tendered by Buyer and Attorney’s fees shall not be granted Buyer.

III. Livestock:

The following livestock is being purchased and is covered by this agreement:

<table>
<thead>
<tr>
<th>Livestock Type</th>
<th>M/F</th>
<th>Name</th>
<th>I.D Number</th>
<th>Comments</th>
<th>Price</th>
</tr>
</thead>
</table>
IV. Signatures:

Buyer Signature: _________________________________   Date: _______
Buyer Name (Printed): ____________________________
Address: ________________________________   City, State, ZIP: __________________
Email: ___________________________   Phone Number: __________________

Seller Signature: _________________________________   Date: _______
Seller Name (Printed): ____________________________
Address: ________________________________   City, State, ZIP: __________________
Email: ___________________________   Phone Number: __________________