



PIEDMONTESE BULL TEST AGREEMENT

THIS PIEDMONTESE BULL TEST AGREEMENT ("Agreement") is made this ____ day of _____, 20__ by and between Lone Creek Cattle Company ("LCCC") and the producer signing this Agreement ("Producer").

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, LCCC and Producer agree as follows:

1) TERM

- a) The term of this Agreement shall begin on the date of execution first written above and may terminate after one year; provided that this Agreement shall continue thereafter for subsequent one year terms unless terminated by either party by written notice not less than thirty (30) days prior to the last day of the initial term or of any subsequent one year term.

2) CONDITIONS OF BULL TEST

- a) LCCC agrees to conduct and manage the Piedmontese Bull Test Program ("Program"), upon the terms and conditions set forth herein. LCCC shall offer four (4) test series per year according to the Piedmontese Bull Test Schedule ("Schedule"), as set forth in the Piedmontese Bull Test Protocol ("Protocol"), attached as Exhibit A. In addition to the terms and conditions set forth below in this Agreement, acceptance of bulls into the Program is subject to availability of facility space, determined in LCCC's sole discretion.
- b) LCCC agrees to obtain and compile all production, performance, and evaluation data, with respect to the Bulls, further described in Protocol, into a comprehensive summary report, which will be made available within thirty (30) days upon completion of the respective bull test. LCCC has and Producer hereby grants to LCCC the right to make all data, with respect to the Bulls, available to the Piedmontese associations and to all Producers participating in such bull test.
- c) Producer agrees to manage and offer, at Producer's sole cost and expense, all Piedmontese bulls that possess two (2) copies of the Piedmontese-specific inactive myostatin allele mutation (individually a "Bull" or collectively the "Bulls") pursuant to the Protocol, for the purposes of enrollment in the Program inclusive of the Bulls and other bulls owned or contracted by LCCC.
- d) Producer agrees to collect and maintain all production data and documentation, with respect to Bulls enrolled in the Program as set forth in the Protocol.
- e) LCCC may, in its discretion, inspect any Bulls to be enrolled in the Program prior to delivery, and shall inspect all Bulls upon delivery, and may, in its discretion, decline delivery of any Bulls based on such inspection. During possession of the Bulls by LCCC, Producer may inspect the Bulls at reasonable times upon prior notice to LCCC. Due to LCCC's biosecurity protocol, Producer shall not inspect the Bulls without prior approval by LCCC, and a LCCC representative shall accompany Producer on all such inspections.
- f) LCCC or Producer may terminate this Agreement with respect to any Bull prior to completion of the respective bull test if in LCCC's or Producer's reasonable discretion, such termination is in the best interests of such Bull or other Bulls included in the Program. Factors resulting in termination may include, but not be limited to, temperament, health or body condition of the Bull. In the event of termination, Producer agrees to pick up the Bull at their expense within seven (7) days notice by LCCC and upon payment of all fees and costs incurred prior to pick up. LCCC has and Producer hereby grants to LCCC a lien on the Bulls for all such fees and costs.

3) ENTRY AND TRANSPORTATION OF BULLS



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- a) Producer shall notify LCCC a minimum of sixty (60) days prior to the receiving period of the respective bull test, as set forth in the Schedule, with the expected number of qualified entries for the Program.
- b) Producer agrees to submit to LCCC, a minimum of thirty (30) days prior to delivery, all production information and documentation, with respect to all Bulls enrolled in the Program pursuant to this Agreement, as set forth in the Protocol.
- c) Producer agrees to deliver and pick up the Bulls enrolled in the Program pursuant to this Agreement, at Producer's sole cost and expense, to LCCC at Toro Ranch, 44031 Road 813, Broken Bow, NE 68822, according to the Schedule, or on such other date as is mutually agreed upon by LCCC and Producer and upon payment of all fees and costs incurred prior to pick up. Producer shall coordinate all bull deliveries with the manager of the LCCC bull development program.
- d) LCCC agrees to generally accept, care for, and manage all Bulls enrolled in the Program pursuant to this Agreement. LCCC shall, in its discretion, decline delivery of any Bull if all provisions of the Protocol have not been fully satisfied.
- e) Except as set forth herein, Producer makes no other express or implied warranty, including but not limited to any warranties of merchantability, fitness for a particular service, health, performance, or reproductive potential, with respect to all Bulls pursuant to this Agreement. LCCC waives all implied warranties and accepts Bulls as is.

4) CARE AND MANGEMENT OF BULLS

- a) Upon acceptance of delivery of the Bulls, LCCC shall provide suitable facilities, feed, water, medication, veterinarian care, and management of the Bulls through completion of the Program in accordance with generally recognized good husbandry practices, Beef Quality Assurance guidelines, and the Protocol.
- b) LCCC shall notify Producer immediately, and in no event less than three (3) days of the death or incapacity of any Bull. If Producer is so notified, the death or incapacity of any bull for reasons other than LCCC's negligence shall be the sole responsibility of Producer. For each such death or incapacitated bull, LCCC agrees to provide producer the Bull's identification number, a description of the cause of death or incapacity, and, if so requested by Producer, a certificate issued by a licensed veterinarian which states the cause of death or incapacity.
- c) In the event of incapacity not caused by negligence of LCCC, Producer shall pick up the Bull at their expense or, at Producer's request, LCCC shall market the Bull in a manner acceptable to both parties and Producer shall be entitled to any salvage proceeds after payment of all fees and costs incurred prior to sale including any sale related expenses.
- d) LCCC makes no warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular service, health, performance, or reproductive potential with respect to any goods or services provided by LCCC in connection with the Agreement, and Producer agrees and acknowledges waiver and release of any such warranties.

5) FEES, COSTS, AND BILLING

- a) Producer agrees to pay to LCCC, at time of delivery, an Entry Fee as set forth in the Protocol.
- b) All costs and expenses incurred in connection with LCCC's possession, management, and testing of the Bulls enrolled in the Program pursuant to this Agreement shall be the sole responsibility of Producer, further described in the Protocol.



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- c) LCCC shall provide Producer a detailed monthly invoice as set forth in the Protocol. LCCC has and Producer hereby grants to LCCC a lien on the Bulls for all such fees and costs.
- d) LCCC may in its sole discretion provide financing to Producer for all costs and expenses incurred in connection with the Bull Test upon receipt of an executed Financing Request Form (as set forth in the Protocol) not less than thirty (30) days prior to delivery.

6) GENERAL PROVISIONS

- a) Producer has good and merchantable title for the Bulls to be entered into the Program pursuant to this Agreement and the exclusive right and authority to sell the same. In addition, Producer warrants that the Bulls shall be delivered free and clear of all liens, claims or encumbrances of any nature.
- b) Producer shall indemnify and defend LCCC, and hereby expressly waives, releases, and holds harmless LCCC from any and all loss, expense, damages, liabilities, claims or other obligations whatsoever arising from or in connection with LCCC's possession, management, and testing of the Bulls pursuant to this Agreement except obligations arising solely from LCCC's negligence. In such event, LCCC's liability to Producer is expressly limited to amounts paid by Producer to LCCC pursuant to this Agreement, and in no circumstances shall LCCC be liable for consequential or incidental damages.
- c) The relationship between LCCC and Producer is not, shall not be represented to be, and shall not be deemed to be a relationship other than independent contracting parties. No partnership, joint venture, or other relationship exists between the parties. This Agreement shall not create an agency relationship between LCCC and Producer, and all contracts and other obligations undertaken by either party shall be undertaken in its name only. Neither party shall use any trademark or trade name of the other party, or represent to any third party the existence of any relationship between the parties, except as is necessary to perform this Agreement or as approved in writing by the other party.
- d) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their representatives, heirs, successors, and assigns. Notwithstanding the foregoing, the parties shall have no right to assign its rights hereunder, or to assign or lease any of the Bulls, except by prior written consent, signed and dated by both parties.
- e) No modification or waiver of any of the provisions of this Agreement shall be binding upon or enforceable against the parties unless reduced to writing, signed, and dated by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent or other default. All notices or communications shall be deemed given when hand delivered, sent by email, or deposited by certified mail to the address specified as indicated below.
- f) This Agreement is governed by the laws of the state of Nebraska, and constitutes the entire understanding and agreements of the parties hereto with respect to the subject matter hereof and supersedes all previous discussions, representations, and agreements with respect thereto. The provisions of this Agreement are severable. If any provision of this Agreement is held to be unenforceable or unconscionable, all other provisions shall nevertheless continue in full force and effect. There is no provision in this Agreement providing for arbitration of disputes. This Agreement may be signed in counterparts, each of which shall be deemed an original.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above:

Lone Creek Cattle Company LLC

Toro Ranch

44031 Road 813

Broken Bow, NE 68822

Phone: (402) 458-2916

Fax: (308) 872-8353

Email: josh-benton@pedmontese.com

X _____

By: _____

Its: _____

Producer:

Phone: _____

Fax: _____

Email: _____

X _____

By: _____

Its: _____