

2009 TRANSPORTED SEMEN AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009 by and between Becker Stables, Inc (hereinafter referred to as "Becker Stables") and _____ (hereinafter "Customer").

WHEREAS, Customer owns a breeding to the stallion LBA LODE STAR+++ (hereinafter "Stallion") standing at Becker Stables, for the mare _____ (hereinafter "Mare"), and desires to have semen shipped to satisfy said breeding right.

THEREFORE, IT IS AGREED by the parties hereto that Becker Stables will ship semen from the Stallion for use on the Mare on the terms and conditions set forth herein.

1. OWNERSHIP OF MARE. Customer: (Mark applicable one)

- a. has full legal title to Mare and registration is in Customer's name.
- b. is purchasing Mare on an installment contract from:
Name of seller: _____ Address: _____ Phone: _____
- c. is leasing Mare from _____ Address: _____ Phone: _____
- d. is co-owner of Mare along with _____ Address: _____
Phone: _____. Co-owner's name does not appear on registration.
- e. If security interest or lien has been granted in Mare, such security interest or lien is held by _____ Address: _____ Phone: _____; security interest or lien amount: _____, to secure _____.

2. VETERINARY SERVICES. Customer hereby forever waives and completely releases Becker Stables from any and all liability, however defined or denominated, arising out of or related to, in whole or in part, the shipping of semen provided by any veterinarian or any third party. Customer shall indemnify, defend and hold Becker Stables harmless from any and all claims asserted against Becker Stables arising out of or related to, in whole or in part, the shipping of semen by any veterinarian or any third party.

3. FEES. Customer agrees to pay a semen shipment fee of \$350.00 for each semen shipment. Customer agrees to pay a transfer fee of \$300 to transfer the breeding to the next season for any year in which the breeding is not used, up to a maximum transfer fee of \$1500. Customer agrees to pay all freight and courier costs for shipping of semen. Shipments will normally be sent via Federal Express. Shipping via commercial airline is only available to "known shippers". Fees are payable by VISA, Mastercard or Discover.

4. CONTAINER DEPOSIT AND RETURN. Customer shall provide a deposit for the semen shipping container. Container deposit may be in the form of VISA, Mastercard or DiscoverCard information or a check for \$350.00. When the deposit is in the form of a credit card, the credit card will not be charged unless there is damage to or loss of the container or its components, or if there are late container return fees due as specified below. If the deposit is in the form of a check, the check will be deposited and a refunded check will be issued after all containers have been returned and Mare will not require any additional semen shipments for the year. The costs of any damage to or loss of the container or its components or any late fees due will be deducted from the amount of this refund check. Shipment containers must be returned within 4 days to the address on the container at Customer's expense. \$25.00 per day late charge is assessed for each day over 4 days.

5. REQUIREMENTS OF CUSTOMER. Before semen will be shipped, Customer must provide:

- a. Payments due on breeding fee as set forth in breeding agreement with stallion owner.
- b. Any breeding transfer fees due to Becker Stables, if applicable.
- c. Semen shipment fee. VISA/MC# _____ exp _____/_____
- d. Container deposit. Name on card: _____ sec code: _____
CC billing address: _____
- e. Credit card or FederalExpress account for shipping charges: _____
- f. Signed breeding agreement.
- g. Signed transported semen agreement.
- h. Registration papers of Mare to be bred.
- i. Name, address and phone number of person receiving semen: _____

If credit card information is provided in the space above, Customer hereby authorizes any amounts due under this Agreement to be charged on the specified credit account.

6. SEMEN SHIPMENT DAYS, NOTICE OF DESIRED SHIPMENT, AVAILABILITY OF SEMEN. Semen will be shipped on Mondays, Wednesday, and Fridays only, beginning March 2, 2009. Customer must notify Becker Stables by 5 pm Pacific Time on the day preceding shipment that a semen shipment is desired. Semen is available on a first come, first serve basis. When available, 2 doses shall be packaged in each shipment. The Stallion shall be collected no more than once a day. Customer expressly acknowledges that all orders for semen are subject to availability.

BECKER STABLES TRANSPORTED SEMEN AGREEMENT PAGE ONE CUSTOMER INITIALS: _____

7. NON-INTERFERENCE WITH SHOWS. If the Stallion is exhibited at shows, there will be periods of time during which he is unavailable for semen collection and semen shall not be shipped. Becker Stables will make reasonable attempts to accommodate Customer, however, Customer specifically agrees that Becker Stables is the sole authority to determine which periods of time Stallion will be unavailable for semen collection due to his exhibition at shows. These periods of time may include the time the Stallion is at the show, a period of time immediately preceding the show, or periods of time between consecutive shows. If Stallion is an active show horse, Customer should contact Becker Stables early in the breeding season to coordinate cycling of the Mare with Stallion's show schedule.

8. USE OF SEMEN. Customer agrees that semen shipped will be inseminated only into the Mare specified in this Agreement. Any other use of semen shipped will constitute a breach of this Agreement. In such case no additional semen shipments will be sent to Customer; Customer shall forfeit any amounts paid to Becker Stables, to Stallion's owner, and/or to any veterinarian; and Customer may be subject to legal action by Stallion's owner.

9. DISCLAIMER OF AND LIMITATIONS TO BECKER STABLES' LIABILITY. Except in the event of willful misconduct, Becker Stables, and its owners, partners, affiliates, agents, employees, veterinarians, or any of them, shall not be liable for any cause of action whatsoever arising out of or in any way connected with the shipping of semen, breeding to stallion, breeding of mare, or providing of any other services to Customer. Customer fully understands and agrees that all risks connected with the shipping of semen, breeding to stallion, breeding of mare, or providing of any other services to Customer are borne solely by the Customer. Customer fully understands, authorizes and assumes the special risks associated in breeding with transported semen and understands the risks of failure due to many variables and shall hold Becker Stables and its owners, partners, affiliates, agents, employees, veterinarians, or any of them, harmless from any loss suffered due to an unsuccessful attempt at conception. Neither Becker Stables, nor its agents or employees, nor any veterinarian assisting in the collection or shipping guarantee the conception rate, quality, or productivity to be obtained in connection with the use of its products or recommended techniques. Except for warranties expressly made in this Agreement, ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FOR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CUSTOMER. Customer hereby agrees that Becker Stables shall not be liable for any special, incidental, or consequential damages arising from any transaction covered by or related to this Agreement, including without limitation, any damages arising from the non-performance of obligations which Customer may have undertaken to any third party in reliance upon Becker Stables' promises and representations in this Agreement. In no event shall Customer's remedy for any liability or cause of action arising under or related to this Agreement exceed the amount of the fees paid hereunder to Becker Stables.

10. RIGHT TO WITHHOLD TRANSPORTED SEMEN SERVICE CERTIFICATE. Customer specifically agrees that all Transported Semen Service Certificates will be withheld from Customer until Customer has paid fully all amounts owed to Becker Stables, to Stallion's owner, to any veterinarian, and to any other person or entity providing services relating to the collection and shipping of semen, and until Customer has performed fully all obligations required of Customer under this Agreement.

11. SECURITY INTEREST AND LIEN. Customer hereby grants Becker Stables a security interest and lien in Mare and any foal produced as a result of this Agreement as security for all payments now or hereafter owing and for performance of all obligations of Customer hereunder. If Customer is not the legal owner of Mare, Customer specifically represents and warrants that the person signing this Agreement is a duly authorized attorney-in-fact with sufficient authority to execute this Agreement and grant Becker Stables the security interest and lien granted hereby for the owner of the Mare and any foal produced as a result of this Agreement. Becker Stables may, at any time until all amounts due hereunder are fully paid and all obligations required of Customer hereunder are fully performed, file a photocopy of this Agreement in the county and state of Customer's residence or business or where such Mare or any foal produced as a result of this Agreement is located, and when so filed this Agreement shall be effective as a financing statement as well as security agreement.

12. SUCCESSORS AND ASSIGNS. This Agreement shall in all respects bind and unure to the heirs, executors, administrators, successors and assigns of the parties. Customer, however, shall not have the right to assign any rights or delegate an duties under this Agreement without the prior written consent of the Becker Stables.

13. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, ATTORNEY FEES. This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not a part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the laws of the State of California. Jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Nevada County, California. If a lawsuit is filed with respect to this Agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

BECKER STABLES, INC:

CUSTOMER:

By: _____

By: _____

Address: _____

Telephone: _____

Becker Stables, Inc.

13227 Elster Place, Grass Valley, Ca 95949. (530) 477-5588