

1. Preamble

The parties to this purchase agreement (this Agreement) are:

- Kerrick Long, having an address at 1810 W Mill Street, Buffalo, Missouri 65622 (Buyer); and
- Becky Bradley, having an address at 9769 County Road 8530, West Plains, Missouri 65775 (Seller).

This Agreement is effective as of the latest date both parties have signed this Agreement (Effective Date).

1.1 Background and Facts

- Seller has full and complete ownership of a healthy 5-year-old registered Miniature Jersey cow, Rare Breeds Teenia (Livestock).
- Livestock was born on July 3, 2015 to sire Buster Brown AMJ1024P and dam Rare Breeds Goldie AMJ1402P.
- Livestock is registered with the American Miniature Jersey Association, with registration number AMJ1462P.
- Livestock has negative tests administered by a licensed veterinarian for Johne's Disease and Bovine Leukemia Virus within the last year, and for Chondrodysplasia within Livestock's lifespan.
- Livestock has tested for A1/A1 beta casein proteins.
- Livestock has tested for being genetically horned (H/H), but has been dehorned.
- Livestock measures 42" tall at the wither or the point of the hip (Hook).
- Livestock has been genomic tested to the standards of the American Jersey Cattle Association and has a Breed Based Representation (BBR) of 83.
- Livestock's udder has four working quarters and teats that each produce milk during lactation cycles.
- Buyer met and milked Livestock on Sunday, September 6, 2020.
- Livestock is comfortable enough with Buyer and Buyer's spouse to be led, brushed, petted, and milked by Buyer and/or Buyer's spouse.

1.2 Agreement Details

- This Agreement in itself does not obligate either party except to the extent indicated otherwise.
- Emails sent to and from below Email Addresses and SMS Text Messages sent to and from below Mobile Phone Numbers shall be considered "in writing" for this Agreement.
- Electronic signatures shall be considered valid for this Agreement, for other specific agreements incorporating this Agreement by reference, and for modifications made to this Agreement with the consent of all parties.

2. Payment

- The Purchase Price of Livestock is \$4,000.00.
- Payments will be made in USD by personal check sent via USPS first-class mail.
- Buyer will pay Seller \$500.00 (Deposit), a portion of the Purchase Price, within 7 days of Effective Date (Deposit Deadline).
- Buyer will pay Seller \$3,500.00 (Balance), a portion of the Purchase Price, at least 7 days before Delivery Date (Balance Deadline).
- If a payee does not receive any payment by the deadline or is unable to process any payment, payee will notify payer in writing on same day, and payer will attempt another method of payment deemed acceptable by payee in writing (Remedy Payment) within two days of receiving notice.

3. Due Diligence

- (a) The Due Diligence Period Begin Date is the day after Effective Date, and the Due Diligence Period End Date is fifteen days after Effective Date. The time between those two dates are the Due Diligence Period.
- (b) During the Due Diligence Period, Seller agrees—at Seller's expense—to have Livestock tested for Tuberculosis, Brucellosis, and Mastitis. Seller agrees to provide copies of those results to Buyer within 24 hours of receipt and within Due Diligence Period.
- (c) On or before the Due Diligence Period Begin Date, Seller agrees to provide to Buyer copies of all registration paperwork for Livestock, copies of all veterinary records for Livestock, and copies of all genetic tests for Livestock.
- (d) During the Due Diligence Period, Seller agrees that Buyer may—at Buyer's expense—arrange with Seller for an on-farm veterinary visit by a veterinarian of Buyer's choice, and that Buyer's chosen veterinarian may perform ordinary and necessary tests, health checks, genetic tests, production tests, measurements, and other procedures. Whoever is provided the results of those veterinary actions will provide copies of those results to all parties to this Agreement within 24 hours of receipt and within Due Diligence Period.
- (e) If a fault with Livestock is discovered by any party to this Agreement, the fault will be communicated to all parties to this Agreement within 24 hours of discovery and within Due Diligence Period.
- (f) If Buyer discovers one or more faults with Livestock not disclosed in this Agreement, Buyer must report discovery in writing to Seller within 24 hours of discovery and within 3 days after Due Diligence Period End Date.
- (g) For any fault reported in accordance with section 3(f), Seller may, at Seller's sole discretion, agree in writing to do—at Seller's expense—one or both of the following before Delivery:
 - (1) correct the fault; and/or
 - (2) deliver a workaround for the fault, as mutually agreed upon between Buyer and Seller in writing, if Seller reasonably determines the actions in subdivision (1) to be impractical.

4. Delivery

- (a) The Delivery Date is the first Monday that is at least **TODO: NUMBER** days after Effective Date.
- (b) Prior to Delivery Date, Livestock will be confirmed pregnant by a veterinarian of Seller's choosing at Seller's expense. Livestock will be bred via artificial insemination—at Seller's expense—with heifer sexed semen from Sure Shot Cattle Company, from a Miniature Jersey bull, **TODO: BULL FULL NAME**, who is registered with the American Miniature Jersey Association with registration number **TODO: BULL REGISTRATION NUMBER**, and who is tested for A2/A2 beta casein protein and homozygous polled genetics.
- (c) Livestock will be delivered to Buyer's address—at Seller's expense—on Delivery Date, between the hours of 8:00 a.m. and 7:00 p.m.
- (d) Seller will make good faith effort to arrange delivery of Livestock in a way that reduces the risk of disease transmission and stress.
- (e) Seller will also deliver on Delivery Date originals of paperwork relevant to Livestock (including but not limited to registration paperwork and veterinary records) and one halter and lead to which Livestock is accustomed.
- (f) Seller will—by Delivery Date and at Seller's expense—submit a Transfer Application to the AMJA for Livestock's registration to be transferred to Buyer, with certificate returned to Buyer.
- (g) Livestock will remain owned by and the responsibility of Seller until Livestock has all four feet directly on Buyer's property and Buyer holds lead attached to halter worn by Livestock (Delivery). Upon and after Delivery, Buyer will become the sole owner of Livestock.

5. Defects

- (a) Defect refers to any failure, by Livestock, to comply with agreed written specifications (for example, in this Agreement or in a veterinary record provided by Seller or as otherwise agreed upon in writing). Defects only apply to failures that were present before Delivery, but may be discovered after Delivery.
- (b) Seller's obligations in this section 5 apply to Defects that Buyer reports in writing within 7 days after Delivery Date (Defect-Reporting Deadline).
- (c) For any Defect reported in accordance with section 5(b), Seller—at Seller's expense—will do one or both of the following before 30 days after Buyer's report of the Defect to Seller:
 - (3) correct the Defect, which may include veterinary services for defective Livestock with Buyer's choice of veterinarian; and/or
 - (4) deliver a workaround for the Defect, as mutually agreed upon between Buyer and Seller in writing, if Seller reasonably determines the actions in subdivision (1) to be impractical.
- (d) IF: Seller does not timely take the action or actions required by this section 5(c) in respect of any Defect; THEN: Unless this Agreement expressly states otherwise, at Buyer's written request, Seller will promptly:
 - (1) Refund all amounts paid by Buyer for Livestock; and
 - (2) retake ownership of Livestock.

6. Termination

6.1 Definitions: Buyer-Fault Termination, Seller-Fault Termination, No-Fault Termination

- (a) Buyer-Fault Termination refers to a termination of all rights and obligations defined in this contract in which the Buyer forfeits the Deposit, pays the Deposit if not yet paid, no longer owes the Balance, receives a refund of the Balance if already paid, and will no longer take ownership of Livestock.
- (b) Seller-Fault Termination refers to a termination of all rights and obligations defined in this contract in which the Buyer no longer owes the Deposit, receives a refund of the Deposit if already paid, no longer owes the Balance, receives a refund of the Balance if already paid, and will no longer take ownership of Livestock.
- (c) No-Fault Termination refers refers to a termination of all rights and obligations defined in this contract in which the Buyer no longer owes the Deposit, receives a refund of the Deposit if already paid, no longer owes the Balance, receives a refund of the Balance if already paid, and will no longer take ownership of Livestock.

6.2 Terms For Buyer-Fault Termination

Buyer-Fault Termination can be invoked by Seller in writing at Seller's sole discretion under any of the following conditions:

- (1) If under the terms of section 2, Buyer fails to make a Payment or Remedy Payment; or
- (2) If under the terms of section 4, Buyer refuses to take delivery of Livestock.

6.2 Terms For Seller-Fault Termination

Seller-Fault Termination can be invoked by Buyer in writing at Buyer's sole discretion under any of the following conditions:

- (1) If under the terms of section 3, a fault is reported that Seller does not agree in writing to correct or deliver a workaround to Buyer's satisfaction for, but only within four days of Seller's receipt of report; or
- (2) If under the terms of section 4, Livestock is not confirmed pregnant or is not delivered to Buyer's premises by Delivery Date.

6.4 Terms for No-Fault Termination

No-Fault Termination can only be invoked by written and signed agreement of all parties to this Agreement prior to Delivery.

7. Completion

Once Buyer and Seller have fulfilled all obligations in this Agreement, including but not limited to full payment of the Purchase Price, Delivery, and passing of the Defect-Reporting Deadline without Defect, Buyer and Seller are no longer obligated to each other except to the extent indicated otherwise in writing, in any other agreement, or by Missouri or Federal law.

8. Signatures

Kerrick Long, Buyer

Date

Email Address

Mobile Phone Number

Becky Bradley, Seller

Date

Email Address

Mobile Phone Number