Per ICSI Session Frozen Semen Sales Agreement

This Frozen Semen Sales Agreement (the "Agreement") is entered into as of _____ by and between Hilltop Farm, Inc., a Maryland corporation with its principal place of business at 1089 Nesbitt Road, Colora, MD 21917 ("Hilltop") and the breeder listed below ("Breeder").

1. BREEDER'S REPRESENTATIONS:

BREEDER INFORMATION		
Breeder's Name:		
Address:		
Phone:	(Primary Phone)	(Alt. Phone)
Email:		

(a) Breeder represents that Breeder is either the owner or lessee of the Mare and has the authority to enter into this Agreement. Breeder acknowledges that Breeder has no right to assign or otherwise transfer any right under this Agreement;

(b) Before submitting the Agreement to Hilltop, Breeder has read this entire Agreement and understands and agrees to the terms set out herein;

(c) By submitting this Agreement to Hilltop, Breeder represents that Breeder has not ever been convicted of, pled guilty to, nor is Breeder currently under investigation for animal cruelty.

The Breeder wishes to purchase semen from the following stallion (the "Stallion)

STALLION INFORMATION (the "Stallion")			
Stallion's Name:	**Indian Rock**	Breed/Registration Number:	**KWPN / 528003201304360**
This stallion has tested positive as a carrier for Warmblood Fragile Foal Syndrome (WFFS) and is only available for breeding to mares that have tested negative for the WFFS gene. Documentation of negative status must be provided.			

2. FEES: (a) Hilltop agrees to allow the Breeder rights to frozen semen from the Stallion (the "Semen") for $_900_ per Intracytoplasmic Sperm Injection (ICSI) session at The University of Pennsylvania's New Bolton Center ("New Bolton Center") or Equine Medical Services, payable in U.S. Dollars. Upon Hilltop's acknowledgement of this Agreement fully executed by the Breeder and receipt of payment in full ("Purchase Date"), the Breeder will have access to semen from the stallion for one ICSI sesion. After the use of semen there is no refund of the breeding fee. All refunds are subject to a 10% office fee.

(b) The Purchase Price includes only the purchase of the semen alotted for one ICSI session at New Bolton Center or Equine Medical Services. Any additional expenses of breeding are over and above the Purchase Price.

(c) Should Hilltop decline to accept a submitted Agreement for any reason, any charges applied to the Breeder's credit card upon submission will be credited back to Breeder's credit card within two business days.

3. REPORT OF BREEDING: The Breeder and New Bolton Center or Equine Medical Services must report the number of embryos produced within 14-days of the procedure. Upon submission to Hilltop of properly executed Mare Passport(s) indicating the number of ooyctes that underwent ICSI and the number of embryos produced with the Semen, Hilltop will issue the appropriate Breeding Certificate for the breeding. No Breeding Certificate will be issued unless a Mare Passport has been signed and submitted.

4. <u>LIMITATION OF WARRANTIES</u>: Hilltop warrants that the Semen has been processed and tested and is of marketable quality at the time of sale. Breeder specifically waives any other warranties, either express or implied by law. There is no live foal guarantee with regard to the Semen.

5. <u>GENERAL PROVISIONS</u>:   This Agreement is the entire understanding between the parties with regard to the subject matter addressed herein. This transaction is deemed to take place within the State of Maryland, United States of America, and the terms of this Agreement shall be interpreted according to Maryland law. Any disputes arising hereunder shall be resolved first by mediation before a mediator familiar with both the applicable law and the customs and practices of the equine industry.

IN WITNESS WHEREOF, the parties enter into this Agreement upon acceptance of Breeder's submission by Hilltop.

Hilltop Farm, Inc.   The Breeder

By: _____   By: _____
Its duly authorized agent   Accepted and agreed by Hilltop Farm, Inc. as of this date:
                                                                      _____.