MASTER SERVICE AGREEMENT

THIS Master Service Agreement, along with all of its clauses and attached addendums ("MSA"), is effective _____, 202__ ("Effective Date"), between Abraham Cattle Company, LLC, an entity duly formed under the laws of the State of Texas (hereinafter "ACC"), and _____, an entity duly formed under the laws of the State of _____ (hereinafter "Customer"). ACC and Customer may be referred to herein as the "Parties"

RECITALS

- ACC develops cattle using proprietary programs and systems created to promote growth and marketability; and
- Customer is a seed stock producer or like individual or entity that wishes to hire ACC to develop and grow their livestock for market; and
- Customer attests by their signature that they are empowered to act on behalf of the named entity or individual, and that they possess the appropriate financial solvency and willingness to pay all obligations as they become due under this MSA and its attached addendum(s); and
- The Parties wish to memorialize their agreement under this MSA and its attached addendum(s).

WORDS OF AGREEMENT

Therefore, in consideration of the mutual covenants and agreements contained in this MSA, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

Article I

DEFINITIONS

1.1 "ACC" is Abraham Cattle Company LLC, and its Members and Managers.

1.2 "Customer" is the individual or entity hiring ACC for the grazing, raising, development and marketing of their livestock, as referenced in this MSA.

1.3 "Effective Date" means the date this MSA is effective, _____, 202__.

1.4 "Information" is ACC's sole property. It includes but is not limited to: knowledge, or data of an intellectual, technical, operational, scientific, financial, cost, pricing, commercial, or marketing nature, in which the disclosing party has a business, proprietary interest, or ownership interest or has a legal duty to protect, in whatever form, including, but not limited to: technical data, designs, drawings, photographs, specification, standards, manuals, reports, charts, graphical materials, memoranda, models and projections, formulae, algorithms, processes, lists, trade secrets and customer, vendor, and price lists, and which ACC considers confidential and proprietary, and which may be furnished to Customer under this agreement.

1.4.1 Information may take any form, including, but not limited to, orally, hard copy, electronically, graphically, or on data storage media of any kind. Customer will not use the Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking under any circumstances.

1.5 "Parties" means ACC and Customer, collectively.

Article II

ASSUMPTION OF THE RISK AND INDEMNIFICATION

2.1 Assumption of the Risk. Customer hereby acknowledges and agrees that ACC has not made any representation or warranty of any kind regarding the condition, safety, or efficacy of the cattle-raising operations, including but not limited to the premises,

equipment, and goods located thereon. Customer agrees that ACC shall provide Customer with the opportunity to inspect the premises and cattle prior to the commencement of the cattle-raising services. Should Customer find any conditions that they deem unsafe, illegal, or otherwise inappropriate, Customer may elect not to proceed with the contract. Customer fully understands and acknowledges that, despite the opportunity to inspect, hazardous conditions may nonetheless exist in ACC's operations. However, Customer understands that all leased or owned premises of ACC's are private property, and they receive no right to enter as they please by entering into this MSA. At any time they wish to view the property, they must contact ACC management.

2.2 Specific Risks. Customer understands and acknowledges that the nature of raising and developing cattle includes inherent dangers and factors beyond ACC's control. This includes, but is not limited to: injury or death of cattle due to disease, predators, or accident; Property damage or loss due to natural disasters, severe weather conditions, or fire (*see Section 4.2: Force Majeure*); Economic losses resulting from market fluctuations or changes in the cattle industry; Potential liability from third-party claims related to the cattle or ACC's operations; Cross-breeding or comingling of herds caused by destruction of fences or barriers by animals, weather events, or accident. Customer acknowledges that the risks mentioned in this section are not exhaustive and that unforeseen risks may also exists.

2.3 Voluntary Participation. Customer represents and warrants that they are entering into this MSA voluntarily and with full knowledge of the potential risks involved with cattle raising and development. Customer agrees that their participation in this MSA, including any visits to ACC's leased or owned premises, is entirely voluntary. Customer's

involvement in this MSA shall be considered a voluntary acceptance of all associated risks.

2.4 Waiver of Claims. To the fullest extent permitted by Texas law, Customer hereby waives any and all claims against ACC for any loss, damage, injury, or death that may occur as a result of the inherent risks associated with ACC's operations and activities. This waiver extends to any claims arising from the negligence of ACC, its employees, agents, or representatives.

2.5 Indemnification. Customer agrees to indemnify and hold harmless ACC, its employees, agents, or representatives from any and all claims, damages, losses, and expenses, including legal fees, arising out of, or resulting from, ACC's activities and operations, except in cases of gross negligence or willful misconduct by ACC, whether the events occur on ACC leased or owned premises or wherever ACC may place Customer's livestock. This includes, but not limited to: during loading, unloading or transporting; while working cattle through appropriate chutes or other wrangling systems or mechanisms; while veterinary services are being provided.

2.6 Compliance. Customer acknowledges that ACC will comply with all applicable Texas laws and regulations regarding cattle raising, development, marketing, and any other service provided by ACC. Customer agrees to comply with all instructions and safety protocols provided by ACC during any visits to ACC's owned or leased premises.

Article III

PAYMENT TERMS, LIEN NOTICE AND ENFORCEMENT

3.1 Invoicing and Payment Terms. ACC shall invoice Customer on a monthly basis for all feed, care, marketing, and all other related services provided by ACC for the Customer's cattle.

3.1.1 All invoices are due and payable within **30 days** of the invoice date.

3.1.2 Any invoices not paid within **30 days** shall be considered past due and subject to late fees and interest at ten percent (10%) per annum.

3.2 Collections. ACC reserves the right to refer overdue invoices to third-party collection agencies for the purposes of collection on ACC's behalf.

3.2.1 IT IS AGREED THAT IF CUSTOMER'S ACCOUNT IS TURNED OVER FOR COLLECTION, ALL COLLECTION COSTS, INCLUDING COLLECTION AGENCY FEES AND/OR REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN COLLECTION OF THIS ACCOUNT MAY BE RECOVERED BY ACC.

3.2.2 Failed Payments. There will be a **$25** charge for all checks returned for whatever reason.

3.3 Non-refundable Deposit. Customer shall deposit with ACC an amount of **$250** per head of cattle placed with ACC to compensate ACC for foregoing other business opportunities and to provide ACC with security to Customer's obligations under this MSA. This deposit will be applied as credit to the first invoice of care, as referenced in Section 3.1.

3.4 Notice of Lien Rights. ACC hereby provides notice to Customer that ACC reserves the right to place a lien on cattle owned by Customer and in custody and control of ACC facilities or properties, whether leased or owned, in the event of non-payment of invoices

for feed, care, and/or related services. This notice serves as sufficient and legally binding notification under Texas law of ACC's rights as an agister.

3.5 Lien Enforcement. If any invoice remains unpaid for more than **60 days** past the due date, ACC may, at its sole discretion and without further notice, place a lien on the Customer's cattle in ACC's possession.

3.5.1 The lien shall attach to all cattle owned by Customer in ACC's possession, care, and custody at the time he lien is filed.

3.5.2 ACC shall file a possessory lien in accordance with Texas Property Code Chapter 70, Subchapter A, relating to liens for stable keepers and pasturers *See Tex. Prop. Code Ann. §70.003*.

3.5.3 The lien amount shall include all unpaid invoices, late fees, interest, and costs associated with filing and enforcing the lien.

3.6 Sale of Cattle to Satisfy Lien. If Customer fails to satisfy the lien within **30 days** of its filing, ACC may proceed to sell the cattle at public auction to satisfy the debt.

3.6.1 ACC shall provide written notice to Customer at least **20 days** prior to any public sale, specifying the amount owed and the time and place of the sale.

3.6.2 Proceeds from the sale shall first be applied to satisfy the lien amount and associated costs, with any excess returned to Customer.

3.7 Acknowledgment. By signing this MSA, Customer acknowledges receipt of this notice and agrees to the terms and conditions set forth herein regarding ACC's lien rights.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Assignment and Delegation. Customer may not, and will not, assign or delegate this MSA, nor the rights under the MSA, to any other individual, affiliate, or entity without the prior signed written agreement of ACC. If a purported assignment or purported delegation is made in violation of this section, it is void.

4.2 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this MSA if such failure or delay is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, natural disasters, fire, flood, severe weather, disease outbreaks affecting livestock, governmental actions or regulations, war, terrorist, labor disputes, strikes, or other industrial disturbances, transportation delays, or the inability to obtain necessary materials or services. In the event of the occurrence of a force majeure event, as described herein, the affected party shall promptly notify the other party in writing, providing details of the nature and expected duration of the force majeure event. The obligations of the affected party shall be suspended for the duration of the force majeure event, and the time for performance shall be extended by a period equal to the duration of the force majeure event. If the force majeure event continues for a period of thirty (30) days or more, either party may terminate this MSA upon written notice to the other party, without liability, except for obligations accrued prior to the force majeure event.

4.3 Attorney's Fees. In the event of a suit under this MSA, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this MSA.

4.4 Compelled Disclosure. In the event of a court ordered compelled disclosure served on either Party, Customer and ACC must provide sufficient notice to the other Party in

writing within five (5) business days upon receipt of service in order to enable the non-served Party an opportunity to seek legal protective remedies.

4.5 Governing Law. This MSA and all matters related to it are governed and construed in accordance with the laws of the State of Texas. Both parties submit to jurisdiction in Texas, and each party must bring any cause of action arising under this Agreement in a court located in Washington County, Texas.

4.6 Amendments. This Agreement may be amended, modified, altered, supplemented, or revoked only by written agreement signed by duly authorized representatives of the Parties hereto, and not by any other method, including but not limited to, waiver of performance or a party's course of performance.

4.7 Notices. All notices, demands, and requests required or permitted under this MSA and between the parties must be in writing and are effective when received by hand delivery, mail, fax, or email to an address or fax number of the party to whom it is addressed.

4.8 Return of Property. All documents or other materials comprising any of the Information delivered hereunder and any copies thereof are, and remain the property of, ACC, and must be returned within five (5) business days at ACC's option upon ACC's written request.

4.9 Severability. All of the terms and conditions contained in this Agreement are independent and severable. In the case one or more of the provisions contained, for any reason, is held to be invalid, illegal or unenforceable in any respect, the validity of all other provisions will not be affected and will remain in full force and effect.

4.10 E-Signature. The Parties agree that electronic signatures are valid and enforceable to the same extent as traditional signatures.

4.11 Dispute Resolution. Any disputes arising from this MSA shall first be submitted to mediation before resorting to litigation.

Article V

WARNING UNDER TCPRC §87

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FOR THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

5.1 Acknowledgment. By executing this Agreement, Customer acknowledges that they have been provided sufficient notice and understand ACC's limitation of liability provided through the Texas Civil Practice and Remedies Code, including §87.001-005, §75.002 and §75.006.

{signature page to follow}

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed and delivered this MSA as of the Effective Date set forth in the preamble above.

ACC: _____ DATE:_____

ACC's Address: 9902 Mertins Creek Road

Brenham, TX 77833

Customer: _____ DATE:_____

Customer's Address:

Addendum “A”

Non-Disclosure, Non-Circumsvention and Confidentiality Agreement

NON-DISCLOSURE, NON-CIRCUMVENTION AND CONFIDENTIALITY

AGREEMENT

THIS NON-DISCLOSURE, NON-CIRCUMVENTION, CONFIDENTIALITY AGREEMENT ("Agreement"), is effective _____, 202__ ("Effective Date"), between Abraham Cattle Company, LLC, an entity duly formed under the laws of the State of Texas (hereinafter "ACC"), and _____, an entity duly formed under the laws of the State of _____ (hereinafter "Customer"). ACC and Customer may be referred to herein as the "Parties"

RECITALS

- ACC owns certain confidential and proprietary business information (hereinafter the "Information"), and the Business Purpose, including, but not limited to, Trade Secrets; and
- Customer is a seed stock producer or similar entity who wishes to hire ACC to develop their livestock; and
- ACC has, and expects to, transmit or otherwise exchange and discuss certain confidential and proprietary Information related to ACC's individual businesses and the Business Purpose; and
- The Parties are willing to exchange Information regarding the Business Purpose and to exchange such Information in consideration of the mutual benefits anticipated, but not guaranteed, to be derived from such exchange and the undertaking of the other party contained under this Agreement.
- The Parties agree that this Agreement will remain in full effect indefinitely.

WORDS OF AGREEMENT

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

Article I

DEFINITIONS

1.1 "ACC" is Abraham Cattle Company LLC, and its Members and Managers.

1.2 "Business Purpose" means ACC's confidential and proprietary business Information and trade secrets, which includes, but is not limited to: feed, feed compounds, feed systems and schedules, veterinary treatment (including specific injuries and treatments to certain animals), veterinary agreements, pedigree of the animals, customer identification, photography and videography production and methods, showcasing the product, target markets, business organization, partnering companies, mass production, quality control, advertisements, and future expansion information, and all other intellectual property produced and owned by ACC

1.3 "Customer" is the individual or entity hiring ACC for the grazing, raising, development and marketing of their livestock, as referenced in this MSA.

1.4 "Effective Date" means the date this Agreement is effective,

_____, 202__.

1.5 "Information" is ACC's sole property. It includes but is not limited to: knowledge, or data of an intellectual, technical, operational, scientific, financial, cost, pricing, commercial, or marketing nature, in which the disclosing party has a business, proprietary interest, or ownership interest or has a legal duty to protect, in whatever form, including, but not limited to: technical data, designs, drawings, photographs, specification, standards,

manuals, reports, charts, graphical materials, memoranda, models and projections, formulae, algorithms, processes, lists, trade secrets and customer, vendor, and price lists, and which ACC considers confidential and proprietary, and which may be furnished to Customer under this agreement.

1.5.1 Information may take any form, including, but not limited to, orally, hard copy, electronically, graphically, or on data storage media of any kind. Customer will not use the Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking under any circumstances.

1.6 "Parties" means ACC and Customer, collectively.

1.7 "Trade Secrets" means any unique information concerning ACC's Business Purpose, potential investors, and future business operations.

Article II

NON-DISCLOSURE AND CONFIDENTIALITY

2.1 Unless otherwise expressly provided in this Agreement, Customer will not sell or otherwise disclose to anyone that is not a Party to this Agreement any of the Information it receives before, on, or after the Effective Date from ACC relating to the Business Purpose.

2.2 Customer will not publicly announce or disclose the existence of this Agreement, or its terms or conditions, nor advertise or release any publicity regarding this Agreement, Information, or Business Purpose without the prior written consent of the ACC.

2.3 Customer will not use any Information disclosed by ACC for any purpose other than to accomplish the Business Purpose.

2.4 Customer will not, under any circumstances, divulge information to other persons or entities regarding the Business Purpose or ACC's operations. This includes, but is not limited to, ACC customers and competitors of ACC. Customer, by executing this Agreement, understands that they are to inform any person or entity asking for information on the Business Purpose or operations to contact ACC management.

2.5 Customer understands that ACC may be developing, raising, or otherwise preparing livestock for sale on behalf of parties not included in this Agreement, and that ACC and its employees are bound by confidentiality to those outside parties just as they are to Customer. Therefore, Customer will not inquire or otherwise investigate that livestock or their owners, and ACC is under no obligation to answer questions or inquiries regarding such.

Article III

NON-CIRCUMVENTION

3.1 For a period of twenty (20) calendar years following the Effective Date, Customer will not pursue, directly or indirectly, any business opportunities disclosed by ACC. This restriction applies to, but is not limited to, any employee, affiliate, advisor, or agent of Customer.

Article IV

WARRANTIES, OBLIGATIONS, AND RELIEF

4.1 Warranties. Neither the transmission nor exchange of any Information or Business Purpose by ACC constitutes a warranty, representation, assurance, guarantee, or

inducement to Customer with respect to any transaction in furtherance of the Business Purpose.

4.2 Obligations. Neither party will be under any legal obligation to perform any task outside the scope of this Agreement. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, either expressly, by implication, estoppel, or otherwise, for any of ACC's Information delivered hereunder, other than to use the Information in furtherance of the Business Purpose.

4.3 Relief. Upon any actual or threatened violation of this Agreement by Customer, ACC will, in addition to any other remedies or rights to which it may be entitled to at law or in equity, also be entitled to preliminary and other injunctive relief against such violation, without the obligation to post a bond or other security.

4.3.1 Damages. Any unauthorized disclosures by Customer will greatly harm the business of ACC. Should Customer violate this Agreement, they will be liable for, and ACC will pursue, damages. This includes, but is not limited to, the value of the loss of confidential and proprietary information, economic, consequential, and reliance damages for Customer's failure, violation, and/or breach of this Agreement. Should it be appropriate under the facts provided by the Customer's failure, violation, and/or breach of this Agreement, ACC will also pursue punitive damages under alternative or applicable causes of action.

Article V

MISCELLANEOUS PROVISIONS

5.1. Assignment and Delegation. Customer may not, and will not, assign or delegate this Agreement nor the rights under the Agreement to any other individual, affiliate, or entity

without the prior signed written agreement of ACC. If a purported assignment or purported delegation is made in violation of this section, it is void.

5.2. Attorney's Fees. In the event of a suit under this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Agreement.

5.3 Compelled Disclosure. In the event of a court ordered compelled disclosure served on either Party, Customer and ACC must provide sufficient notice to the other Party in writing within five (5) business days upon receipt of service in order to enable the non-served Party an opportunity to seek legal protective remedies.

5.4 Governing Law. This Agreement and all matters related to this Agreement are governed and construed in accordance with the laws of the State of Texas. Both parties submit to jurisdiction in Texas, and each party must bring any cause of action arising under this Agreement in a court located in Washington County, Texas.

5.5 Amendments. This Agreement may be amended, modified, altered, supplemented, or revoked only by written agreement signed by duly authorized representatives of the parties hereto, and not by any other method, including but not limited to, waiver of performance or a party's course of performance.

5.6 Notices. All notices, demands, and requests required or permitted under this Agreement and between the parties must be in writing and are effective when received by hand delivery, mail, fax, or email to an address or fax number of the party to whom it is addressed.

5.7 Return of Property. All documents or other materials comprising any of the Information delivered hereunder and any copies thereof are, and remain the property of, ACC, and

must be returned within five (5) business days at ACC's option upon ACC's written request.

5.8 Severability. All of the terms and conditions contained in this Agreement are independent and severable. In the case one or more of the provisions contained, for any reason, is held to be invalid, illegal or unenforceable in any respect, the validity of all other provisions will not be affected and will remain in full force and effect.

5.9 E-Signature. The Parties agree that electronic signatures are valid and enforceable to the same extent as traditional signatures.

{signature page to follow}

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed and delivered this MSA as of the Effective Date set forth in the preamble above.

ACC: _____ DATE:_____

ACC's Address: 9902 Mertins Creek Road

Brenham, TX 77833

Customer: _____ DATE:_____

Customer's Address: