

MASIR AL MAR
EBC BREEDING CONTRACT FOR TRANSPORTED COOLED SEMEN

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This breeding contract is between MIARS ENTERPRISES LP (hereinafter MIARS) and mare owner (hereinafter Mare Owner) _____ for a breeding to:

MASIR AL MAR (Amaar Al Rayyan x Maymaara Maysam SA)
Grey Stallion
AHR# 649008
D.O.B. 2/24/2010

() Check here if you are not the recorded owner and refer to Conditions for Servicing Mare.

Address _____ City _____ State _____ Zip _____

(Bus.) _____ (Res.) _____ (Fax) _____

Name of Mare (Sire x Dam) _____

AHR # _____ D.O.B. _____ Color _____

THE PARTIES HERETO AGREE AS FOLLOWS:

This stallion breeding service is available only by **Cooled Transported Semen** shipped via FedEx shipping service or courier service contracted by mare owner (Counter to Counter Air service is NOT available). The Pyramid Society regulations shall apply to Egyptian Breeders' Challenge breedings. ***This contract shall expire after two breeding seasons following the EBC auction in which the breeding was purchased whether or not the mare has conceived.***

LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 72 hours from the time of birth) then the Stallion Owner guarantees the Mare owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Manager) within the current or the following breeding season only. To qualify for the live foal guarantee a written veterinarian report must be forwarded to Miars within (14) days after death of foal stating death was not caused by injury of any kind to foal, neglect of the foal, or from unsafe or unsanitary conditions.

BREEDING SERVICE ALTERNATIVES

In the event the contracted Stallion dies, becomes unable to breed, or sells out of the country before the mare is pronounced "in foal", Miars will, at MIARS' sole option may substitute frozen semen.

FEES:

The following fees shall apply, are non-refundable and are payable prior to shipment(s):

1. A Laboratory Fee of **\$250.00** per heat cycle; first collection includes two doses when possible. Additional shipments in a cycle are \$200.00.
2. A **\$40.00 equitainer fee**. The equitainer is disposable and does NOT have to be returned.

3. Federal Express shipping charges will be billed at cost based on requested shipping method. International Federal Express shipping charges vary; therefore, a Federal Express Account Number is required for International shipment(s). Mare Owner may also provide their Federal Express Account Number to use for shipments.

4. Transported Semen Service Certificate Fee of **\$40.00**

Conditions for Servicing Mare

Breeding Season: MIARS and Mare Owner agree to breed through the breeding season starting FEBRUARY 15 through JULY 1ST. MIARS will work with our clients to the best of our ability to fulfill their breeding needs.

Note: There will be occasions in which MIARS STALLIONS will be in training for an upcoming event (i.e. Scottsdale, the Egyptian Event or U.S. Nationals). MIARS will try and work around these schedules, but keep in mind we will need assistance and understanding from your breeding staff in order to achieve a successful breeding season.

Lease Mare: Lessee will provide MIARS with a copy of the AHR registration papers and pedigree for the mare or any substitute mare involved in this contract, and a document showing "proof of lease".

Governing Law

The terms of this Agreement shall be governed by the laws of the State of Texas. Any legal action must be brought in Henderson County, City of Athens, Texas.

OR

Arbitration.

The parties to the Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Henderson County, Texas.

Breach.

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs.

Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Agreement executed by Mare Owner / Lessee on this _____ day of _____ 20____

Mare Owner / Lessee Signature: _____

Printed Name: _____

MIARS ENTERPRISES LP (dba: Miars Arabian Ranch)

Robert L. Miars
General Partner