

LICENSING & USER AGREEMENT

For FedCattleExchange.com

This Licensing and User Agreement is made on this date of _____, 2016, by and between, Fed Cattle Exchange, LLC (Licensor), a wholly owned subsidiary of Superior Livestock Auction, LLC, and _____ (Licensee).

RECITALS

WHEREAS, Licensor is engaged in the business of designing and developing auction related systems and has created and developed an auction on-line platform also known as FedCattleExchange.com to facilitate bringing together buyers and sellers of market ready fat/fed cattle.

WHEREAS, Licensor will not be handling sales proceeds but providing its technology to Licensee for the purpose of bringing together buyers and sellers of market ready fat/fed cattle for price discovery.

WHEREAS, Licensee desires to use FedCattleExchange.com to sell or to purchase market ready fat/feeder cattle.

WHEREAS, Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would use Licensor's on-line platform technology and website pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE. Licensor hereby grants to Licensee, for the term of this Agreement, a non-exclusive and non-assignable right and license to use Licensor's on-line auction platform via the website FedCattleExchange.com. This license is expressly limited to the Users listed on Exhibit A. Each User will be assigned a User ID to be used on Licensee's own Local Area Network (LAN) to access the platform. Licensee is prohibited from using the site in any manner other than for purposes described herein and hereby agrees to abide by the terms and conditions as stated herein and on

Licensor's website which may be updated and/or modified by Licensor from time to time.

2. TERM & TERMINATION. This Agreement shall be effective as of the date of execution by both parties and shall extend until December 31, 2017. If the Agreement is not terminated, it shall renew automatically for an additional two years. This Agreement may be terminated at any time upon written notice duly given to the Licensor or Licensee at the address stated herein subject to the provisions of paragraph 5 below.

3. COMPENSATION. In consideration for the Licenses granted hereunder, a Licensee who is using the on-line platform to list cattle for sale agrees to pay to Licensor a User Fee determined by a per head fee for cattle that Licensee lists for sale on the platform. Said fee will be posted on Licensor's website, FedCattleExchange.com. All invoices are due upon receipt. A Licensee who is using the on-line platform to buy cattle will not be responsible for paying any fee to Licensor.

4. NO SALE FEE. If a Licensee lists cattle for sale but then rejects the highest bid for the cattle, the Licensee shall be responsible for paying a per head No Sale Fee to the Licensee who had the highest bid. Said fee will be posted on the Licensor's website, FedCattleExchange.com. All invoices are due upon receipt.

5. CONFIDENTIALITY. Licensee recognizes that the on-line platform is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement and for additional five years thereafter, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any technology provided by Licensor to Licensee and Licensee shall take no steps in attempting to reverse engineer or to replicate the online platform. Licensee shall only distribute User ID and passwords to those individuals who are properly registered with Licensor.

6. REPRESENTATION AND WARRANTIES. Licensor makes no representations or warranties in regard to how Licensees interact with other Licensees with respect to, including but not limited to, description, condition, quality, type, delivery date, payment, disputes, etc. that buyers and sellers of market ready fat/fed cattle may encounter during the normal course of business. Neither Licensor nor its parent, Superior Livestock Auction, LLC, is handling any sales proceeds, clearing any funds or payments for cattle, or posting any bond or bond equivalent in conjunction with the on-line platform. It is the responsibility of Licensees to verify any and all information that is listed on the

on-line platform including the credit worthiness of other Licensees. In no event shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement, or a breach of other Licensees between one another, or a failure of operation or loss of functionality of the online platform or internet.

7. NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. Other terms and conditions may be posted on Licensor's website.

8. JURISDICTION AND DISPUTES. This Agreement shall be governed by the laws of the State of Oklahoma without regard to its principles of conflicts of law. All disputes hereunder shall be resolved in the applicable state or federal courts of Oklahoma. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail and waive any jurisdictional or venue defenses otherwise available.

9. AGREEMENT BINDING ON SUCCESSORS. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

10. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

12. ASSIGNABILITY. The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all the assets of Licensee or with the consent of Licensor.

13. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date stated above.

LICENSOR:

Fed Cattle Exchange, LLC
2501 Exchange Ave., Room 106
Oklahoma City, OK 73108

By: _____

Danny Jones, President

LICENSEE:

BUYING CATTLE or SELLING CATTLE
(circle either **BUYING** or **SELLING** above)

Company Name: _____

Street Address: _____

State/Zip Code: _____

Phone Numbers: _____

Email Addresses: _____

By: _____

Authorized Signature

By: _____

Print Name

Title: _____

EXHIBIT A

LICENSEE AUTHORIZATION & REGISTRATION FOR ADDITIONAL USERS

Company Name: _____

USER NO. 1

Name: _____

Street Address: _____

State/Zip Code: _____

Phone Numbers: _____

Email Addresses: _____

USER NO. 2

Name: _____

Street Address: _____

State/Zip Code: _____

Phone Numbers: _____

Email Addresses: _____

USER NO. 3

Name: _____

Street Address: _____

State/Zip Code: _____

Phone Numbers: _____

Email Addresses: _____

Licensee requests and authorizes User IDs to be given to its employees/agents listed above and assumes full responsibility for their actions and conduct.

By: _____
Authorized Signature Print Name

Title: _____

EXHIBIT B

CERTIFICATE OF INCUMBENCY

The undersigned, as Secretary of the Company named above, hereby certifies that the following persons are the current, duly elected or appointed Officers enumerated in applicable Resolutions of the Company's Board of Directors and that said persons do continue to hold such offices at this time, and the signatures set forth below are genuine signatures.

Dated this _____ day of _____, 20_____.

Secretary's Signature

NOTE: ONLY INSERT THE NAME(S) BELOW AND OBTAIN SIGNATURE(S) OF THOSE OFFICERS AUTHORIZED TO EXECUTE THIS DOCUMENT BINDING SAID COMPANY.

PRESIDENT

Signature

Print Name

VICE PRESIDENT

Signature

Print Name

SECRETARY

Signature

Print Name

MANAGER OR OTHER TITLE _____

Signature

Print Name