

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heinold Feed Company, LLC		11/12/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Heinold Feed Mill, LLC		
Street Address:	424 15th St. SE		
City:	DeMotte		
State/Country:	INDIANA		
Postal Code:	46310		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1114360	SQUARE DEAL	
Registration Number:	1936877	DOC'S RABBIT ENHANCER	
Registration Number:	2501430	HEINOLD	
CORRESPONDENCE DATA			
Fax Number:	2194641166		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	219-462-4999		
Email:	domenica@hartmanglobal-ip.com		
Correspondent Name:	HARTMAN GLOBAL IP LAW		
Address Line 1:	2621 CHICAGO ST., STE A		
Address Line 4:	VALPARAISO, INDIANA 46383		
ATTORNEY DOCKET NUMBER:	B0-3183		
NAME OF SUBMITTER:	Domenica n.s. hartman		
SIGNATURE:	/Domenica N.S. Hartman/		
DATE SIGNED:	05/01/2015		
Total Attachments: 16			
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ASSET PURCHASE AGREEMENT
HEINOLD FEED MILL, LLC. - BUYER
HEINOLD FEED COMPANY, LLC - SELLER

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 12th day of November, 2014 and between Heinold Feed Mill, LLC, an Indiana limited liability company ("Buyer"), and Heinold Feed Company, LLC, an Indiana limited liability company ("Seller").

WITNESSETH: That

WHEREAS, Seller owns and operates a livestock feed milling business (the "Business") located on certain real estate in Porter County, Indiana with property address at 207 E. Mentor St, Kouts, IN 46347 (Business Site) which Buyer is also purchasing pursuant to that real estate purchase agreement between Buyer and Seller dated the same date hereof (the "Real Estate Purchase Agreement").

WHEREAS, Seller desires to sell all assets related to the Business to Buyer, and Buyer desires to purchase such assets from Seller.

NOW, THEREFORE, in consideration of the foregoing premises and of their mutual undertakings, and in consideration of the representations, warranties and covenants herein contained, Buyer and Seller hereby agree as follows:

I. Assets to be Sold. Seller hereby agrees to sell, transfer, assign and convey to Buyer, and Buyer hereby agrees to purchase from Seller, for the consideration and upon and subject to the terms and conditions hereinafter set forth, all right, title and interest in all assets and properties associated with the Business (whether real or personal, tangible or intangible, used or useful in the operation of the Business, but excluding accounts receivable and cash), including, without limitation, the items listed in sub-sections 1(a) through 1(g) below (collectively, the "Sale Assets"):

- (a) Equipment and Fixtures. All furniture, machinery, equipment, office equipment, computer hardware and software listed on Schedule 1(a), tools, spare parts, accessories, fixtures, leasehold improvements, and other tangible personal property owned by Seller and located at the Business Sites as of the date of this Agreement (including any transferable warranties or guarantees by any manufacturer, supplier, or other transferor of any of such Assets), which are used exclusively in the operation of the Business including but not limited to the items described in attached Schedule 1(a) (the "Equipment").
- (b) Business Records. All books, records and files of the Business, whether in hard copy or computer format, including, without limitation, telephone numbers, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, and any information relating to any tax imposed upon the Sale Assets (the "Business Records"). Business Records to be sold are not intended to include any of Seller's Corporate accounting and/or tax records nor any of the afore described records which Seller, in Seller's sole discretion, believes should be retained for its tax

reporting or subsequent tax reviews, etc. nor records related to assets not conveyed to Buyer or related to operations of Seller prior to closing.

- (c) Intellectual Property. All (i) trade secrets and confidential business information, including, but not limited to, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information if any; (ii) the trade name "Heinold Feed Company", and (iii) other proprietary rights relating to any of the foregoing, including, without limitation, associated goodwill; in each case which is used or held exclusively for use in the operation of the Business (collectively, the "Intellectual Property").
- (d) Goodwill. All goodwill associated with the Business or the Sale Assets (the "Goodwill").
- (e) Contracts. All rights under the contracts, other agreements, leases of personal property, licenses, commitments, sales and purchase orders set forth on Schedule 1(e) under the heading "Contracts" (the "Contracts").
- (f) Licenses/Permits. All transferable licenses, permits and other governmental authorizations affecting or relating to the Business ("Licenses").
- (g) Inventory. All processed feed, material, packaging and inventory and other items listed on Schedule 1(g) held by Seller in its operation of the Business, ("Inventory"). Parties acknowledge that Schedule 1(g) is as of 9/30/2014 and that the Inventory shall be subject to a physical count by Seller and Buyer on the Closing Date to update such Schedule.

2. Purchase Price. The consideration to be paid by Buyer to Seller hereunder for all of the assets listed above shall be Six Hundred and Eighty Thousand One Hundred Twenty Dollars (\$680,120.00) plus the amounts described below for the Inventory.

- (a) Consideration for Inventory. The consideration to be paid by Buyer for the Inventory described in 1(g) above shall be Seller's cost, including freight. The parties shall conduct a physical inventory the day of Closing which count shall be verified during the forty-five (45) period following Closing ("Escrow Period"). Within 24 hours of Closing, Buyer will determine if there are any items of Inventory that are unusable and such items shall be returned to Seller. The final cost of Inventory to be purchased by Buyer shall be determined by the end of the Escrow Period. Payment for Inventory shall be due at the end of the Escrow Period.
- (b) Purchase Price Allocation. The Purchase Price shall be allocated as set forth on Exhibit A attached hereto. Such allocation is intended to comply with the requirements of Section 1060 of the Internal Revenue Code (the "Code") and the regulations thereunder, and no party shall take (or permit any affiliate under its control to take) any position inconsistent with such allocation, except that: (a) Buyer's cost for the assets may differ from the amount so allocated to the extent necessary to reflect Buyer's capitalized acquisition costs other than the Purchase Price and (b) the amount realized by Seller may differ from the amount so

allocated to the extent necessary to reflect Seller's transaction costs that reduce the amount realized. Seller and Buyer shall each report the federal, state and local tax consequences of this transaction in a manner consistent with the allocations contained on Exhibit A including the preparation and filing of Form 8594 under Section 1060 of the Code (or any comparable provisions of state or local tax law) with their respective federal, state and local income tax returns for the taxable year in which the Closing (as defined below) occurs.

- (c) Payment at Closing. At Closing, Buyer shall pay to Seller the portion of the above described Purchase Price due at Closing plus or minus any prorations and adjustments made pursuant to this Agreement, by wire transfer or other immediately available funds.

3. Title to Sale Assets. The Sale Assets shall be sold, transferred, assigned and conveyed to Buyer, free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options and other encumbrances of any kind or nature whatsoever except Obligations assumed by Buyer pursuant to Section 4 below.

4. Assumption of Obligations. Except as otherwise specifically provided in this Agreement, Buyer shall not assume any liabilities or obligations of Seller, and Seller shall be solely liable for all liabilities and obligations arising from or in connection with the ownership of the Sale Assets or operation of the Business prior to the Closing Date and incidents and occurrences prior to the Closing Date, whether or not reflected in its books and records. Subject to the terms and conditions of this Agreement, Buyer agrees to assume from Seller, on and as of the Closing Date, only those liabilities and obligations of Seller arising from and after the Closing Date under (i) those obligations listed on Schedule 4 (if any) which Schedule shall be adjusted during the Escrow Period to account for invoices arriving after Closing for feed ingredients or other supplies delivered and on site prior to Closing and included in the purchased Inventory count the day of Closing ("Late Invoices"), (ii) the Contracts and (iii) any additional contracts, agreements, and commitments entered into by Seller subsequent to the date of and in accordance with this Agreement, which Buyer may agree in writing to assume at Closing (collectively the "Assumed Liabilities"). During the Escrow Period, Buyer shall pay accounts payable as they come due provided such invoices are for items included in the Inventory being purchased by Buyer. The amount of any such payments by Buyer shall reduce the amount of the purchase price of the Inventory payable by Buyer to Seller at the end of the Escrow Period.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following statements are, and at the Closing will be, true statements of law and fact:

- (a) Organization and Good Standing. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Indiana. Seller has all requisite corporate power and authority to (i) own and operate its properties, (ii) carry on its business as now conducted, and (iii) execute and deliver, and to perform its obligations under, this Agreement (as hereinafter defined).

- (b) Authorization and Enforceability. All action on the part of Seller necessary for the authorization, execution, delivery and performance by it of this Agreement and each of the other agreements, documents, certificates and instruments contemplated hereunder (the "Documents"), and the consummation of the transactions contemplated herein (the "Transactions") have been duly authorized and approved by all necessary corporate power and approved by all necessary corporate action on the part of Seller. Seller has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and each of the other Documents and to consummate the transactions hereby and thereby contemplated. This Agreement and each of the other Documents have been, or at or prior to the Closing will be, duly executed by Seller. This Agreement constitutes (and each of the other Documents, when so executed and delivered, will constitute) legal and valid obligations of Seller enforceable against it in accordance with its terms. The execution, delivery and performance by the Seller of this Agreement, and compliance herewith will not result in any violation of and will not conflict with, or result in any breach of any of the terms of, or constitute a default under, or constitute an event which with notice or the passage of time, or both, would constitute a default under, any provision of state or federal law to which the Seller is subject, or any mortgage, indenture, agreement, instrument, judgment, decree, order, rule or regulation or other restriction to which it is a party or by which it is bound, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets pursuant to any such term.
- (c) Ownership of Assets. Seller has good and marketable title to all of the Sale Assets, free and clear of any and all encumbrances and has the right, power and authority to convey the Sale Assets to Buyer free and clear of any and all encumbrances..
- (d) Litigation. There are no legal actions, suits, arbitrations or other legal, administrative or governmental proceedings pending or, to the knowledge of Seller, threatened against Seller or its properties, assets or business, and neither Seller nor any of its officers are aware of any facts which might result in or form the basis for any such action, suit or other proceeding which would impair Seller's ability to consummate the Transactions. Seller is not in default with respect to any judgment, order, injunction, decree, statute, rule or regulation of any court or any governmental agency or instrumentality.
- (e) Insurance. There is now in full force and effect fire and extended coverage insurance with respect to all tangible Sale Assets and liability insurance with respect to the operation of the Business.
- (f) Broker's or Finder's Fees. No agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

- (g) Contracts. All Contracts have been entered into by Seller in the ordinary course of business consistent with past practice. No party to any of the Contracts is in default thereunder, and there are no existing conditions or state of facts that with the passage of time or the giving of notice would constitute any such default. The Contracts constitute all of the contracts, agreements, leases, licenses, commitments, sales and purchase orders that are material, individually or in the aggregate, to the operation of the Business. True and complete copies of the written Contracts, including all amendments, modifications and supplements thereto, have been delivered to Buyer.
- (h) Licenses and Permits. The Sale Assets include each transferable license or permit, to Seller's knowledge, required to be obtained from any governmental authority for the lawful operation of the Business. All such permits and licenses are held by Seller and are valid and in full force and effect.
- (i) Compliance with Laws. Seller's operation of the Business complies in all material respects with all federal, state, local or other laws, statutes, ordinances, regulations, and any applicable order or decree of any court, commission, board, agency or other governmental authority. Without limiting the generality of the foregoing, to Seller's best knowledge and belief and except as set forth in Schedule 5(i), Seller has not committed any violations of any environmental law, statute, ordinance or regulation, and no other circumstances exist, that have subjected or could subject Seller, or Buyer as the successor owner of all or any portion of the Sale Assets, to any material fine, penalty or other liability, including, without limitation, liability to pay or contribute toward the clean-up of any regulated waste or substances.
- (j) Intellectual Property. The Sale Assets include all Intellectual Property applied for, owned, used or licensed in connection with the operation of the Business. Seller holds, free and clear of conflicting claims or restrictions and without infringement on the rights of others, all of the Intellectual Property necessary for the operation of the Business and all such Intellectual Property is in full force and effect. Seller has no knowledge of any infringement or unlawful use of any of the Intellectual Property.
- (k) Tax Returns and Payments. Seller has filed when due with the appropriate federal, state, local and other governmental agencies all tax returns and reports with respect to the Business required to be filed by it and paid when due and payable all taxes and related interest and penalties owed by it. Seller has withheld any tax required to be held under applicable law and regulations, and such withholdings have either been paid to the proper governmental agency or set aside in accounts for such purpose or accrued, reserved against and entered upon the books of such Seller.
- (l) Disclosure. No representation or warranty by Seller in this Agreement or in any other document furnished by Seller or on behalf of Seller contains any untrue statement of a material fact or omits to state a material fact necessary to make any representation or warranty contained herein or therein not misleading.

(m) Business Site. The Business Site is zoned properly for their current operations as a livestock feed mill. To Seller's knowledge and belief,

(i) None of the buildings and structures nor any appurtenances thereto or equipment therein nor the operation or maintenance thereof, violates any restrictive covenants or any federal, state or local law, ordinance or zoning regulation, or encroaches on any property owned by others, except as reflected in the Survey;

(ii) None of the Business Sites nor any buildings, structures or improvements thereon violate any building, fire, environmental, health, safety, business licensing or other regulatory laws, ordinances or regulations;

Seller has received no notice of any violation or alleged violation of any of the foregoing, except as described in Schedule 5(i). No governmental authority has issued any written or actual notice or order that adversely affects the use of any of the properties as presently utilized, except as described in Schedule 5(i). There are no condemnation or eminent domain proceedings pending against any of the properties or any part thereof, and Seller has not received any written, constructive or actual notice, oral or written, of the intent of any public authority or governmental entity to take or use the properties or any part thereof.

(n) Payment by Seller of Seller's Vendors and Other Indebtedness. Seller represents and warrants that attached hereto as Schedule 5(n) is a list of all vendors, suppliers, merchants, wholesalers, distributors, service companies or similar suppliers of products and services to the Business Site (collectively, "Business Vendors") and other creditors of Seller and the amounts owed to same (to Seller's best knowledge). Without limitation, Seller represents and warrants that all Business Vendors and other creditors of Seller are being paid in full in connection with the Closing and the sale of the Assets. Except as provided in Section 4 above, Seller will also remain liable to make prompt payment of any Business Vendor invoices subsequently received by Seller or Buyer relating to the ownership and/or operation of any of the Assets prior to and through the Closing Date. Buyer shall have no liability whatsoever for any invoices from Business Vendors relating to the ownership and/or operation of any of the Assets prior to and through the Closing Date except as provided in Section 4 above and Seller shall indemnify and hold Buyer harmless with respect thereto. Seller covenants that any income, sales, use, business, franchise, occupation, withholding, employment, security or similar tax, and all other taxes of any kind whatsoever with respect to the Assets and/or the operation of the Business Sites relating to any period before the close of business on the Closing Date shall be the responsibility of Seller and shall be paid by Seller when due unless paid by Buyer pursuant to Section 4 above.

(o) Any representations or warranties made as to "the knowledge of Seller" or to the best of Seller's knowledge" or words of like import shall be deemed to be breached only if James Kyle, Larry Mrozinski or other senior management employees assigned full time to Seller's facility at the Business Site as of the date

of this Agreement had actual knowledge of the falsity of such representation or the breach of such warranty.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following statements are, and at the Closing will be, true statements of fact and law:

- (a) Power. Buyer is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Indiana. Buyer has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement.
- (b) Authorization and Enforceability. All action on the part of the Buyer necessary for the authorization, execution, delivery and performance by this Agreement and the consummation of Transactions has been taken. This Agreement constitutes a valid and binding obligation of the Buyer, enforceable in accordance with its terms. The execution, delivery and performance by the Buyer of this Agreement and compliance herewith will not result in any violation of and will not conflict with, or result in any breach of any of the terms of, or constitute a default under, or constitute an event which with notice or the passage of time, or both, would constitute a default under, any provision of state or federal law to which the Buyer is subject, or any mortgage, indenture, agreement, instrument, judgment, decree, order, rule or regulation or other restriction to which it is a party or by which it is bound.
- (c) Litigation. There are no legal, administrative, arbitration or other proceedings or governmental investigations shareholders' action pending or threatened against Buyer that would give any third party the right to enjoin the transactions contemplated by this Agreement.
- (d) Broker's or Finder's Fees. No agent, broker, investment banker, or other person or firm acting on behalf of Buyer or under its authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

7. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement shall be subject to the fulfillment of the following conditions precedent prior to the date and time of Closing; provided, however, that Buyer may conditionally or unconditionally waive one or more of these conditions:

- (a) Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall be true as of the date and time of the Closing.
- (b) Covenants. Seller shall have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller under this Agreement.

- (c) Documents and Information. All of the documents and information furnished by Seller to Buyer as provided in this Agreement shall be in the form and substance reasonably satisfactory to Buyer.
- (d) Governmental Action. No order, decree or ruling of any governmental authority or court shall have been entered, and no governmental or other action, suit, claim, investigation or proceeding shall be pending or threatened, challenging the legality, validity or propriety of, or otherwise relating to, the Transactions.
- (e) Employment Agreement. Buyer shall have entered into an employment agreement with Larry Mrozinski for a minimum of three years in the form attached hereto as Exhibit B (the "Mrozinski Employment Agreement").
- (f) UCC Releases. To the extent required, any creditor claiming a security interest in the Sale Assets shall have agreed to release such interest and shall have provided a duly authorized and executed UCC-3 form to Seller thus releasing said interest. In the event any such creditor fails or refuses to release its security interest in the Sale Assets, Buyer may have the option of (i) accepting the Sale Asset in its encumbered status, (ii) terminating this Agreement, or (iii) excluding the encumbered Sale Asset from the transaction and proceeding with the transaction.
- (g) Closing Considerations. Buyer shall have received from Seller all of the instruments, documents and considerations described in Section 11 below.
- (h) Non-Termination. Buyer shall not have terminated this Agreement in accordance with the terms and provisions of this Agreement.

8. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the fulfillment of the following conditions precedent prior to the Closing; provided, however, that Seller may conditionally or unconditionally waive any one or more of such conditions:

- (a) Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement shall be true as of the date of the Closing.
- (b) Covenants. Buyer shall have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by Buyer under this Agreement.
- (c) Documents and Information. All of the documents and information furnished by Buyer to Seller as provided in this Agreement shall be in the form and substance reasonably satisfactory to Seller.
- (d) Governmental Action. No order, decree or ruling of any governmental authority or court shall have been entered, and no governmental or other action, suit, claim, investigation or proceeding shall be pending or threatened, challenging the legality, validity or propriety of, or otherwise relating to, the Transactions.

- (e) Closing Considerations. Seller shall have received from Buyer all of the instruments, documents and considerations described in Section 12 below.

9. Additional Conditions of Both Parties. The obligation of both parties to close hereunder is conditioned on the simultaneous closing of the following purchase agreements:

- (a) Real Purchase Agreement. Seller and Buyer shall have simultaneously closed on the Real Estate Purchase Agreement.
- (b) Related Real Estate Purchase Agreement. Ash and Lincoln, LLC as seller (an entity affiliated with Seller) and Buyer hereunder as buyer shall have simultaneously closed on the real estate purchase agreement for the property with address of 208-212 Mentor, Kouts, IN 46347.
- (c) Farmers Pellet Mill Purchase. Farmers Pellet Mill, LLC as seller and Farmersville Mill, LLC as buyer (entities affiliated with Buyer and Seller) shall have simultaneously closed on the asset purchase agreement and the real estate purchase agreement for the assets associated with the livestock feed mill operated in Farmersville, Illinois.

10. Closing. The Transactions shall be consummated at a Closing (the "Closing") to be held at 1 o'clock p.m. On November 12, 2014, at the office of Seller's counsel, Barry McDonnell or at such other time and place as the parties may mutually agree (the "Closing Date"). All sales and expenses associated with the operating of the business up and through end of business on November 12, 2014 shall be belong to Seller and Buyer shall be entitled to all sales and assume all expenses of the business starting November 13, 2014.

11. Considerations of Seller. At the Closing, Seller shall execute and/or deliver to Buyer the following instruments, documents and considerations, all of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

- (a) A bill of sale substantially in the form attached hereto and made a part hereof as Exhibit C with full warranties of title, transferring the Sale Assets to Buyer free and clear of any encumbrances;
- (b) Certified resolutions of the Managers and Members of Seller approving the execution and delivery of this Agreement and each of the other Documents authorizing the consummation of the transactions contemplated hereby and thereby;
- (c) A certificate of existence for Seller showing that Seller is duly formed and in good standing in the State of Indiana;
- (d) A certificate of the Secretary of Seller attesting as to the incumbency of each officer who shall execute any of the Documents;
- (e) The Mrozinski Employment Agreement referred to in Sub-section 7(e) above; and

- (f) Each of the other instruments, documents and considerations herein and elsewhere provided to be delivered by Seller to Buyer at the Closing, and such instruments, documents and considerations as Buyer may reasonably deem necessary to consummate the Transactions.

12. **Considerations of Buyer.** At the Closing, Buyer shall execute and/or deliver to Seller the following instruments, documents and considerations, all of which shall be in the form and substance satisfactory to Seller and its counsel:

- (a) **Purchase Price.** The wire transfer of funds for the balance of the amount of the Purchase Price payable at Closing in accordance with Section 2(c) above.
- (b) Certified resolutions of the Managers and Members of Seller approving the execution and delivery of this Agreement and each of the other Documents authorizing the consummation of the transactions contemplated hereby and thereby;
- (c) A certificate of existence for Seller showing that Seller is duly formed and in good standing in the State of Indiana;
- (d) A certificate of the Secretary of Seller attesting as to the incumbency of each officer who shall execute any of the Documents;
- (e) **Other Considerations.** Each of the other instruments, documents and considerations herein elsewhere provided to be delivered by Buyer prior to or at the Closing, and such other instruments, documents and considerations as Seller may reasonably deem necessary to consummate the Transactions.

13. **Additional Seller's Obligations.** Seller shall have the following obligations to Buyer after the Closing:

- (a) **Indemnification by Seller.** Seller agrees to indemnify and hold harmless Buyer, its successors and assigns and all officers, directors and affiliates of Buyer's successors and assigns with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees and expenses) relating to or arising out of:
- (i) Any breach by Seller of any of Seller's representations, warranties, covenants or agreements set forth in this Agreement or any other document executed and delivered in connection herewith; or
- (ii) The ownership or operation of the Business or the Sale Assets prior to the Closing, including, without limitation:

- 1) All federal, state and local taxes arising from such ownership or operation;
 - 2) Any claims or charges arising from events or activities which occurred or commenced prior to the Closing, related to employment by Seller of any employees of Seller; or
 - 3) Any liability, obligation, claim or penalty arising out of or based upon or with respect to any employee benefit plan or arrangement established, maintained or contributed to by Seller or any affiliate of Seller; and
- (iii) All other liabilities and obligations of Seller;
- (iv) Noncompliance with the provisions of any bulk sales law as contemplated in Section 15 below.
- (b) Further Assurances. Seller shall, from time to time, at Buyer's reasonable request, and without further consideration, perform such acts and execute and deliver to Buyer such other and further instruments, documents and other considerations as Buyer may reasonably request for the more effective consummation of the Transactions in satisfaction by Seller of its obligations under this Agreement.
- (c) Possession. Seller shall deliver possession of the Sale Assets to Buyer at the Closing.
- (d) Damage or Destruction. All risk of loss or damage to the Sale Assets shall be borne by Seller to the time of the Closing.

14. Buyer's Obligations After Closing. Buyer shall have the following obligations to Seller after the Closing:

- (a) Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and reasonable legal or other expenses relating thereto arising out of:
- (i) Any breach or nonperformance by Buyer of any of its representations, warranties or covenants set forth in this Agreement; or
 - (ii) The ownership or operation of the Sale Assets by Buyer from and after the Closing, including but not limited to, all federal, state and local taxes arising from such ownership or operation.
- (b) Further Assurances. Buyer shall, from time to time, at Seller's reasonable request, and without further consideration, perform such acts and execute and deliver to Seller such other and further instruments, documents and other considerations as Seller may reasonably request for the more effective consummation of the Transactions in satisfaction by Buyer of its obligations under this Agreement.

- (c) Collection of Accounts Receivable. Although Buyer is not purchasing Seller's accounts receivable hereunder, Buyer shall collect, as agent for Seller, Seller's accounts receivable (the "Accounts Receivable") in the manner and upon the terms set forth below:
- (i) At Closing, Seller shall furnish to Buyer a true and complete list of the Accounts Receivable, which list shall set forth for each Account Receivable the name of the debtor, the date of the invoice, the amount of any payments previously received on account and the balance due.
 - (ii) During the Escrow Period (or until such earlier time as all Accounts Receivable are collected (the "Collection Period")), Buyer will, use its usual and customary procedures to collect the Accounts Receivable as Seller's agent for collection, provided that (A) Buyer shall not be required to commence litigation, employ legal counsel or a collection agency or make any other extraordinary collection efforts, and (B) Buyer's obligation to act as Seller's agent in the collection of the Accounts Receivable shall terminate upon expiration of the Collection Period (although such Collection Period may be extended upon the mutual written agreement of Buyer and Seller). For the purpose of determining amounts collected by Buyer with respect to the Accounts Receivable, each payment by an account debtor shall be applied to the older or oldest accounts receivable of such account debtor unless the account debtor in writing directs that a particular payment be applied to a specific newer account receivable (a copy of which directive Buyer shall provide to Seller).
 - (iii) At the end of the Collection Period, Buyer shall deliver to Seller a statement showing all collections of Accounts Receivable made on behalf of Seller, and shall pay such collections to Seller by check at the time such statement is delivered.
 - (iv) Buyer shall not, without Seller's prior written consent, compromise or settle for less than full value any of the Accounts Receivable unless Buyer pays Seller the full amount of any deficiency. Buyer shall be entitled to purchase from Seller any Account Receivable for the full amount thereof at any time during or within ten (10) days following the expiration of the Collection Period.
 - (v) At the end of the Collection Period, Buyer shall return to Seller all files concerning the collection or attempts to collect the Accounts Receivable, Buyer's responsibility for the collection of the Accounts Receivable shall cease, and Seller may commence its own collection efforts for the Accounts Receivable. Buyer shall promptly pay over to Seller any amounts received with respect to the Accounts Receivable following the expiration or termination of the Collection Period.

15. Bulk Sales Laws. Buyer and Seller hereby waive compliance with any applicable bulk sales laws. James Kyle and Seller, jointly and severally, shall indemnify and hold Buyer

harmless from and against any and all claims, demands, actions, and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, reasonable counsel fees and other expenses of every nature and character arising by reason of or resulting from such non-compliance.

16. **Taxes.** Seller shall be liable for all gross income, sales, use, personal property, intangibles or other similar taxes that may be due or payable in connection with the consummations of the Transactions.

17. **Assignment; Benefit.** No party may assign its rights or obligations hereunder without the express written approval of the other party hereto; provided that Buyer may unilaterally assign its rights hereunder to a corporation, partnership or other entity of which Buyer owns more than fifty percent (50%) of the voting interest. In such event, Buyer shall remain liable for all of its obligations hereunder. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party (but without any implied consent to any transfer or other action which violates the terms of this Agreement).

18. **Extent And Survival Of Representations, Warranties, Covenants And Agreements.**

(a) **Scope of Representations.** Buyer acknowledges and affirms that (i) it has had access to the officers, professional advisors, employees, assets and operations of Seller; and (ii) in making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely on the basis of its own independent investigation of the Sale Assets and on the express representations, warranties and covenants in this Agreement. Except as expressly set forth in this Agreement, including, but not limited to Section 5, Buyer acknowledges that neither Seller nor any of its agents, consultants or representatives makes any warranties, express or implied, with respect to the quality, design, physical condition or fitness for a particular purpose of any of the property, equipment and fixtures included in the Sale Assets and that all such property, equipment and fixtures are being transferred to Buyer **"AS IS" AND "WITH ALL FAULTS" IN THE CONDITION EXISTING ON THE CLOSING DATE, EXCEPT FOR (I) REPRESENTATIONS AND WARRANTIES MADE BY SELLER REGARDING TITLE AND OWNERSHIP OF THE SALE ASSETS, AND SELLER EXPRESSLY DISCLAIMS AND NEGATES TO BUYER AND ALL THIRD PARTIES ANY AND ALL WARRANTIES CONCERNING THE CONDITION OF THE SALE ASSETS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, CONDITION OR MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) **Survival.** All representations, warranties and covenants made in this Agreement shall survive the execution of this Agreement and the Closing for a period of one (1) year at which time they shall be deemed terminated. All statements contained in any schedule, certificate or other instrument, document or other consideration delivered at any time by either party to the other in connection with the Transactions shall constitute representations and warranties hereunder.

19. **Expenses.** Seller and Buyer shall each bear their own expenses incurred in connection herewith, and neither Seller nor Buyer shall be liable to the other for any of such expenses, whether or not the Transactions are consummated.

20. **Changes Must Be In Writing.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought and then the same shall be effective only in the specific instance for which it is given.

21. **Applicable Law; Submission to Jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THE PARTIES AGREE THAT NONE OF THEM SHALL COMMENCE ANY LEGAL OR EQUITABLE PROCEEDING AGAINST THE OTHER ARISING OUT OF THIS AGREEMENT OR THE TERMINATION THEREOF EXCEPT IN, AND EACH HEREBY SUBMITS TO THE JURISDICTION OF, EITHER THE STATE OR FEDERAL COURTS SERVING JASPER COUNTY, INDIANA (THE "COURTS"). EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

23. **Notice.** All notices, requests, demands and other communications provided for hereunder shall be in writing (including facsimile communication) and mailed by certified or registered mail or facsimile transmitted or delivered to the applicable party, addressed as follows:

Seller: Heinold Feed Company, LLC.
c/o James Kyle, President
829 Opal Drive
Valparaiso, Indiana 46383
Phone: 219-406-0335
Fax: _____
Email: jim@kyle2.com

Copy to: Barry F. McDonnell
Attorney at Law
601 Franklin Street - Suite 200
Michigan City, Indiana 46360
Telephone: (219) 874-4276
Fax: (219) 874-9699
bfmesquire@comcast.net

Buyer: Heinold Feed Mill, LLC
c/o Malcolm DeKryger, President
424 15th St SE
DeMotte IN 46310
Phone: (219) 987-4343
Email: malcolm@belstramilling.com

Copy to: Gary L. Chapman
Bose McKinney & Evans LLP
111 Monument Circle
Suite 2700
Indianapolis, Indiana 46204
(317) 684-5187
Fax: (317) 684-5173
gchapman@boselaw.com

Any notice given in accordance with this section shall be deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

24. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

25. **Merger.** This Agreement embodies the entire agreement and understanding between Seller and Buyer as to the Transactions, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement.

26. **Procedure Relative to Indemnification.**

- (a) In the event that any party hereto shall claim that it is entitled to be indemnified pursuant to the terms of this Agreement, it (the "Claiming Party") shall so notify the party against which the claim is made (the "Indemnifying Party") in writing of such claim within twenty (20) days after discovery of the facts supporting the claim or receipt of a written notice of any claim of a third party (a "Third Party Claim") that may reasonably be expected to result in a claim by such party against the party to which such notice is given, as the case may be.
- (b) The Indemnifying Party shall, upon receipt of written notice of a Third Party Claim and at its expense, defend such claim in its own name or, if necessary, in the name of the Claiming Party. The Claiming Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested of it, and the Claiming Party shall have the right, at its expense, to participate in such defense.

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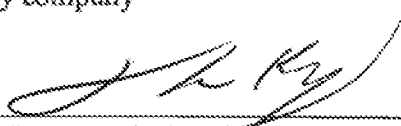
IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Heinold Feed Mill, LLC, an Indiana limited liability company

By: Belstra Milling Company, Inc., an Indiana corporation

By: 
Malcolm DeKryger, President

Heinold Feed Company, LLC, an Indiana limited liability company

By: 
James Kyle, President

“Seller”

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