

1. John Dollarhite agrees not to buy, sell, own, or possess breeding animals. "Breeding animals" include those animals that have not been spayed or neutered and fall under the definition of "animal" contained in the AWA and regulations promulgated thereunder (9 C.F.R. § 1.1).

2. John Dollarhite and any partnership, firm, corporation, or other legal entity that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an AWA license, and (b) engaging in activities governed by the AWA (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 1537 Osborne Lane, Nixa, Missouri 65714.

C. John Dollarhite consents and agrees that his failure to comply with the terms of this Agreement shall automatically void paragraph D below, and that APHIS shall have the right to immediately institute enforcement proceedings against John Dollarhite based upon the non-compliant items documented in connection with animal welfare investigation MO09099-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

D. For and in consideration of John Dollarhite's agreements and actions described in paragraph B above, and the promises and admissions of John Dollarhite set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against John Dollarhite in connection with the alleged AWA violations documented in animal welfare investigation MO09099-AC.

APHIS and John Dollarhite warrant and represent that their respective representatives,