

## AGREEMENT

This Agreement is entered into by and between Gary Marbut of Missoula County, Montana, dba B.I.T. Enterprises, P.O. Box 16106, Missoula, Montana 59808, manufacturer and seller (hereinafter Seller) and Eric Smart, 15999 East Mullan Road, Clinton, Montana 59825, of Missoula County, Montana (hereinafter Purchaser) concerning the manufacture, sale and purchase of a youth model, bolt-action, single shot .22 caliber rifle.

### Product

The product subject to this Agreement is one youth model, bolt-action, single shot .22 caliber rifle, chambered in .22 long rifle rimfire, similar in mechanics, operation and size to a Chipmunk or Crickett, and with a wooden stock made of native Montana wood. This product is designated as a B.I.T. Montana Buckaroo (hereinafter Buckaroo).

### Seller

Seller agrees to manufacture one Buckaroo for delivery to Purchaser as specified below. Seller agrees that the Buckaroo delivered will be fully functional, serviceable, and as safe to operate as firearms usually are. Seller does not promise that the Buckaroo will meet any perceived or actual standards of aesthetic or cosmetic appearance. Seller agrees to use ordinary care in the manufacture of a safe and serviceable firearm, and that the Buckaroo will be manufactured in accordance with the Montana Firearms Freedom Act (MFFA).

### Purchaser

Purchaser agrees in advance to accept the Buckaroo upon delivery if the Buckaroo meets reasonable standards of workmanship and serviceability. Purchaser agrees and understands that the Buckaroo will be stamped "Made in Montana" in a central metallic part, will be made in conformance to the MFFA, and that the Buckaroo may not leave the State of Montana, for any reason, at any time in the future. Purchaser agrees to bind any subsequent owner or possessor of the Buckaroo to these terms of agreement. Purchaser agrees to hold Seller harmless for any injuries resulting from proper or improper uses of the Buckaroo that are not the result of gross negligence of care or manufacture by Seller. Purchaser has read and understands the Montana Firearms Freedom Act and understands and agrees that once Purchaser takes possession of the Buckaroo the Purchaser may be subject to enforcement of federal laws beyond the control of Seller.

Manufacture and delivery conditional

Both Seller and Purchaser agree that production, sale and purchase of the Buckaroo are entirely conditioned upon Seller's success in validating the principles of the MFFA in the lawsuit titled *MSSA v. Holder*. If the conclusion of *MSSA v. Holder* is such that it is permissible for Seller to manufacture the proposed MFFA item, the Buckaroo, Seller will deliver the Buckaroo to Purchaser within six months of final and favorable resolution of *MSSA v. Holder*.

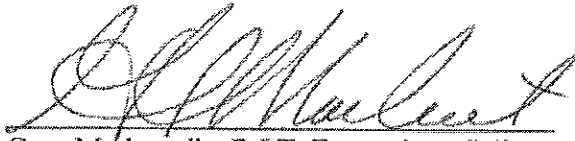
Disagreement; Resolution

If, after entering into this Agreement, Seller and Purchaser should fail to agree about any of the terms or conditions of the Agreement, any such disagreement shall be decided by any third party residing in Missoula County, Montana, acceptable to both Seller and Purchaser. Any decision of such third party shall be final and binding upon Seller and Purchaser.

Full Agreement

This Agreement is the full and complete agreement and may not be changed or modified without the written consent of both Seller and Purchaser.

Signed this 5TH Day of February, 2010.



Gary Marbut, dba B.I.T. Enterprises, Seller

  
Eric Smart (Purchaser)