

No.

KITALPHA LIVE FOAL BREEDING CONTRACT

Date:

(hereinafter "buyer")

War Horse Place
4425 Kearney Rd
Lexington, Ky 40511
(hereinafter "seller")

THIS AGREEMENT made and entered into by and between Buyer and Seller, as said parties are identified above, who hereby agree as follows:

1. Buyer agrees to present the Thoroughbred mare _____, and Seller agrees to present the Stallion _____, subject to the further terms of this agreement, for breeding said mare for season of 2009 and for said breeding Buyer agrees to pay to Seller the sum of \$12,500 U S dollars plus 6% Kentucky sales tax, when foals stands and nurses, unless mare proves not in foal, in which case Buyer is to send satisfactory veterinary certificate to that effect in lieu of payment.
2. Buyer agrees and warrants that said mare shall be healthy, free from disease or infection, and in sound breeding condition. The Buyer's presentation of the mare shall constitute Buyer's representation that the mare is as warranted. It is further agreed that if the mare offered for breeding to the stallion, in the opinion of War Horse Place farm, is not in sound breeding condition and free from infection or disease, or is a risk to the health or safety of the stallion, or its attendees, the mare shall not be bred to the stallion.
3. Buyer agrees that it is solely Buyer's responsibility to send the correct mare to be bred to the stallion. Buyer also agrees to abide by the booking and breeding shed procedures practiced at War Horse Place farm. Buyer further agrees that seller shall not be liable or responsible for any accident, sickness, disease, or injury to Buyer's mare.
4. Buyer agrees that this contract is personal to Buyer and shall not be assigned or transferred by Buyer, and in the event said mare is sold, bred to another stallion, transported to a sales facility, transported out of the Continental United States (except Canada), or raced or trained for racing, then any live foal guarantee under this contract shall be waived, and the fee, if unpaid, shall immediately become due and payable and no refund will be due from Seller under any circumstances. It is further agreed that should the above named stallion die, be sold, or become

unfit for service, or his number of mares be reduced with the breeding hereunder being deleted, then this contract shall be null and void. If said mare dies or becomes unfit to be bred prior to being bred under this contract, then this contract shall be null and void.

5. In order to secure payment of the breeding fee and sales tax provided for herein, Buyer grants to Seller a security interest in the foal, in utero and after birth to be produced and appoints Seller as Buyer's attorney-in-fact for the purpose of executing financing statements. Buyer further grants to Seller a security interest in the Stallion Service Certificate in the possession of Seller in which Buyer may have an interest. If Buyer defaults in payment in full of the stud fee, Buyer consents to the issuance of the Stallion Service Certificate in the name of Seller and to registration of the foal with The Jockey Club, by the Seller as his agent, in the name of Seller. Seller shall further have the right to take possession of the foal and sell same with The Jockey Club, by the seller as his agent. In the name of Seller. Seller shall further have the right to take possession of the foal and sell same in order to satisfy that amount owed hereunder. Buyer also agrees to pay interest at 1 ½ % per month on any sum over 30 days past due.
6. THIS AGREEMENT SHALL BE NULL AND VOID AND OF NO EFFECT UNLESS SIGNED BY BUYER AND RECEIVED BY SELLER WITHIN FOURTEEN (14) DAYS OF THIS AGREEMENT.
7. This agreement is binding upon the parties hereto, their heirs, successors, and assigns, and shall be governed in accordance with the laws of the State of Kentucky.

IN TESTIMONY WHEREOF, the parties have set their hands to and duplicate copies hereof.

BUYER:

SELLER: WAR HORSE PLACE LLC

Signature

Date

By: _____