




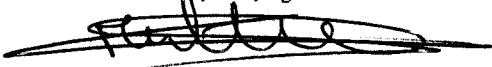

**COMMISSION AND CONSENT AGREEMENT**

Magna Carta Bloodstock

This is to confirm that WinStar Farm, LLC, Agent does hereby agree to pay a commission on the 2017 Live Foal season listed below. The commission will be paid when the following requirements have been met.

- The season must be earned by report of a live foal to WinStar Farm, LLC or sale of the mare to where the stud fee has become no guarantee.
- The stud fee (contract price, KY Sales Tax and any interest or late charges if applicable) must be paid in full. If the stud fee is not paid in full within 60 days of the mare foaling or the stated stud fee due date, then no commission shall be due to the agent.
- The Agent must send an invoice to WinStar Farm, LLC for the commission.
- The Agent is also obligated to obtain the consent of the Principal named on the contract prior to the commission being paid by obtaining the signature of the Principal below. WinStar Farm, LLC will not be obligated to pay any commission until both the Agent and Principal have both fully executed the requirements of this contract and it has been returned to WinStar Farm, LLC.
- The Agent is hereby advised that WinStar Farm, LLC has the right to apply their commission towards any outstanding balances they may have.
- Principal is also hereby advised that Agent may become eligible to receive breeding incentives for the purchase of multiple seasons to WinStar stallions and Principal consents to such incentives if applicable.

Commission Payable to:	Magna Carta Bloodstock
Stallion:	GEMOLOGIST
Mare:	O BEAUTIFUL
Stands and Nurse Stud Fee:	\$25,000.00
Stands and Nurse Commission:	\$1,250.00

 WinStar Farm, LLC, Agent	_____ Date
 Agent Signature	_____ Date 12/21/14
 Contract Holder Signature (Principal)	_____ Date 12/21/16

**WINSTAR FARM, LLC**  
**STALLION SERVICE AGREEMENT**

(STUD FEE REFUNDABLE, SUBJECT TO CERTAIN CONDITIONS, IF MARE FAILS  
 TO PRODUCE A SINGLE LIVE FOAL THAT CAN STAND ALONE AND NURSE UNASSISTED)

STALLION: GEMOLOGIST

MARE: O BEAUTIFUL

## PURCHASER:

Runnymede Farm, Inc.  
 Manilus Stables

## ADDRESS:

600 Cynthiana Road  
 Paris, KY 40361

TOTAL FEE: \$26,500.00 (Stud Fee: \$25,000.00 and 6% Kentucky Sales Tax:\$1,500.00)

Total Fee Due Date: 15 Days After Birth Of Foal or Veterinary Statement in Lieu of Payment

AGREEMENT DATE: December 14, 2016

The stud fee above includes a \$1,250.00 Commission payable to Magna Carta Bloodstock

\*\*\*\*\*PENDING THE RETURN OF FULLY EXECUTED COMMISSION AND CONSENT AGREEMENT\*\*\*\*\*

THIS AGREEMENT is made and entered into as of the Agreement date above, by and between (i) WINSTAR FARM, LLC, AGENT, 3001 Pisgah Pike, Versailles, Kentucky 40383 ("WinStar") and (ii) the Buyer(s) (above) whose address is set out above (singly or collectively "Buyer").

**WITNESSETH:**

For valuable consideration, including the payments, covenants and conditions set forth below, the parties agree as follows:

1. **Purchase of Breeding Nomination.** WinStar hereby sells and assigns and Buyer hereby purchases a 2017 breeding nomination (the "Nomination") to the Stallion listed above (the "Stallion").
2. **Mare to be Bred.** The Buyer agrees to breed the Thoroughbred mare listed above (the "Mare") to the Stallion during the 2017 breeding season as established by WinStar. No other mare may be substituted for the Mare for breeding to the Stallion without the prior written consent of WinStar. Prior to breeding the Mare to the Stallion, Buyer shall complete and present to WinStar a completed WinStar Mare Information Form on the Mare.
3. **Total Fee and Payment.** As payment in full for the Nomination, Buyer agrees to pay to WinStar the Total Fee (above) (the "Total Fee"), consisting of the Stud Fee listed above (the "Stud Fee") plus the applicable Kentucky Sales Tax listed above, on or before the Total Fee Due Date listed above (the "Due Date") subject to the further terms and conditions of this Agreement.
4. **Refund of Total Fee.** If, after the breeding of the Mare to the Stallion, the Mare is not pregnant or fails to produce a single live foal that can stand alone and nurse unassisted (or twins, neither of which Buyer elects to register with the Jockey Club), Buyer shall be released from the obligation for payment of the Total Fee if not yet due or WinStar will refund the Total Fee, if previously paid, to the Buyer, without interest, subject to Paragraph 5 hereof. Provided, further, that Buyer must furnish a satisfactory veterinary certificate attesting to the foregoing conditions or occurrences within thirty (30) days thereof as a condition precedent to the foregoing provisions of this Paragraph. Other than the terms of this Paragraph, WINSTAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE NOMINATION, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF SUCH WARRANTIES BEING HEREBY DISCLAIMED AND BUYER ACCEPTS THE NOMINATION ON AN "AS IS" AND "WITH ALL FAULTS" BASIS.
5. **Limitations on Release from Payment of or Refund of Total Fee.** The right of Buyer to be released from payment of the Total Fee or to receive a refund thereof under Paragraph 4 is specifically conditioned upon the Buyer's covenant (hereby made) to prevent the following occurrences, any one of which will constitute a default under this Agreement and void Buyer's right to be released from payment of, or receive a refund of, the Total Fee and upon the occurrence of any of the following, Buyer shall immediately pay the Total Fee if not yet due, or if previously paid, no refund shall be due to Buyer under any circumstances: (a) Buyer shall fail to present the Mare for breeding to the Stallion, sell the Mare, breed the Mare to another stallion, transport the Mare to a sales facility or transport the Mare outside the U.S. or Canada, other than for purposes of training and racing; (b) Buyer shall fail to pay the Full Fee within thirty (30) days of the Due Date, or (c) Buyer shall fail to timely submit the veterinary certificate as required in Paragraph 4.
6. **Security Interest; Certificates of Registration.** In addition to any statutory liens which may exist in favor of WinStar to secure payment of the Total Fee, Buyer hereby grants to WinStar a security interest in the Mare, the in utero and born offspring of the Mare from the breeding to the Stallion, the Stallion Service Certificate for such breeding and any other Stallion Service Certificates or Jockey Club Foal Registration Certificates in possession of Seller in which Buyer may have an interest, all other mares owned by the Buyer(s) that were bred to stallions standing at WinStar or under its management commencing on the earlier of the Due Date or Buyer's default, all other Thoroughbreds sired by stallions standing at WinStar or under its management commencing on the earlier of the Due Date or Buyer's default, the products and proceeds thereof including insurance proceeds, purses, breeder and nominator awards (collectively "the Collateral"). Buyer hereby consents to the issuance of the Stallion Service Certificate in the name of WinStar and registration of the foal by WinStar, as agent, in the name of WinStar. Buyer appoints WinStar as its attorney-in-fact to execute financing statements and in the event the Collateral is subject to a security interest in favor of any third party, Buyer agrees to cause such third party to subordinate such security interest to the security interest of WinStar. In addition to any sums due hereunder, Seller shall recover interest thereon at the rate of 2% per month, together with its attorney's fees and costs incurred in enforcement of its rights under this Contract. Upon Buyer's default, WinStar shall have the right to take possession

of any or all of the Collateral, to register ownership of all or part of the Collateral with The Jockey Club, by WinStar as its agent, in the name of WinStar, and to consign Collateral for sale at public auction with such consigning agent as WinStar shall select. WinStar shall also be entitled to sell the Collateral in any other manner permitted by law, and Buyer agrees that sale of any of the Collateral at Keeneland or Fasig-Tipton is per se commercially reasonable and that WinStar may direct payment of all proceeds from any auction of the Collateral directly to WinStar.

7. **Breeding of the Mare.** Buyer agrees and warrants that the Mare shall be healthy and suitable for breeding upon presentation for breeding and Buyer shall furnish to WinStar a satisfactory veterinary certificate to such effect along with the WinStar Breeding Shed Form at the time the Mare is bred. The Mare must also have proper identification on its halter. WinStar has the right to refuse to permit the Mare to be bred to the Stallion if and when, in WinStar's sole and absolute discretion, it believes such breeding would be detrimental to the health of the Stallion or the Mare or the safety of WinStar's personnel or other persons present at the time of breeding the Mare. In the event of any such occurrence, Buyer shall have the duty to continue to schedule the Mare for breeding to the Stallion unless released in writing from this obligation by WinStar. Buyer agrees to be bound by WinStar's breeding shed requirements and procedures in effect at the time the Mare is bred to the Stallion. It is further agreed by Buyer that WinStar retains the absolute right to refuse to allow the Buyer's Mare to be bred to the Stallion if, in WinStar's sole and absolute discretion, it believes such Mare is not acceptable for breeding to the Stallion because of sickness, disease, physical impairment or deformity. In the event WinStar refuses to breed the Mare to the Stallion for the reasons set forth in the foregoing sentence, Buyer shall be released from obligation for payment of the Total Fee subject to the remaining terms of this Agreement. WinStar shall not be liable or responsible for any accident or injury to, or disease incurred by the Mare. The Buyer shall solely bear the risk of any accident, injury or loss as to the Mare.
8. **Release from Agreement; Liquidated Damages.** If after the Mare is bred to the Stallion, the Mare should die or become unfit or unable to be bred, Buyer shall submit a satisfactory veterinary certificate attesting to this fact within seven (7) days of such determination by the attending veterinarian. Upon receipt and approval of said certificate, accompanied by the Buyer's written request to be released from this Agreement, WinStar will release the Buyer from this Agreement and will so notify Buyer. SHOULD THE BUYER FAIL TO PRESENT THE MARE IN ESTROUS, HEALTHY AND SUITABLE FOR BREEDING DURING THE BREEDING SEASON, AND/OR FAIL TO PROVIDE A REQUIRED VETERINARY CERTIFICATE OR MARE INFORMATION DURING THE BREEDING SEASON, THEREBY PREVENTING BREEDING OF THE MARE OR THE MARE IS BRED TO ANOTHER STALLION DURING THE BREEDING SEASON, INCLUDING FOLLOWING ANY RELEASE OF THE BUYER UNDER THIS PARAGRAPH, BUYER SHALL BE IN BREACH OF THIS AGREEMENT AND SHALL PAY TO WINSTAR AS LIQUIDATED DAMAGES AN AMOUNT EQUAL TO THE TOTAL FEE, THE PARTIES AGREEING THAT THE ACTUAL DAMAGES ARE DIFFICULT TO MEASURE. SUCH DAMAGES SHALL BE DUE AND PAYABLE ON THE EARLIER OF THE DUE DATE OF THE TOTAL FEE OR THE DATE OF BUYER'S BREACH.
9. **Non-Assignable; Joint and Several Obligation; Execution by Agent.** Neither this Agreement nor the Nomination shall be assigned or transferred by Buyer without the prior written consent of WinStar. In the event the Nomination is purchased by two or more individuals or entities, or is executed by an Agent for a disclosed or undisclosed principal, each such entity, individual and Agent shall be jointly and several obligated to all terms of this entire Agreement. In the event this Agreement is executed by an Agent on behalf of a Buyer, the undersigned Agent warrants and represents that Agent shall complete full disclosure to Buyer, in writing, of the terms of this Agreement and shall obtain the written consent of Buyer to the receipt of any commission paid by Seller to Agent in connection with this Agreement, prior to payment of said commission.
10. **Stallion Unavailability.** Should the Stallion die, be sold, relocated from Central Kentucky, permanently retired from breeding or become unfit for breeding for the remainder of the subject breeding season before having been bred to the Mare, this Agreement shall be null and void and neither party shall have any obligation to the other hereunder.
11. **Binding Effect.** THIS AGREEMENT SHALL NOT BE BINDING UNLESS THIS AGREEMENT, SIGNED BY THE BUYER, HAS BEEN RECEIVED BY WINSTAR WITHIN FIFTEEN (15) DAYS OF THE DATE FIRST ABOVE WRITTEN. THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF WINSTAR AND THE BUYER.
12. **Jurisdiction, Venue and Controlling Law.** The parties agree that this Agreement was executed in Versailles, Woodford County, Kentucky. Jurisdiction and venue for any action arising as a result of this Agreement shall be in Versailles, Woodford County, Kentucky and this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
13. **Miscellaneous.** This Agreement (i) is subject to any syndication agreement for the Stallion, (ii) constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces all other agreements, whether verbal or written, (iii) may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument and (iv) may not be amended except in writing, signed by the parties. The parties agree that facsimile transmissions of this Agreement and signatures thereon shall have the same effect as an original.
14. **Time of the Essence.** Time shall be of the essence in the performance of the duties and obligations hereunder.
15. **Farm Animal Activity Liability Act.** UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by its duly authorized agent as of the day, month first above written.

BUYER

By: 

Title: \_\_\_\_\_

410 73 8998

Tax Identification Number

WINSTAR FARM, LLC, AGENT

By: 

Title: \_\_\_\_\_

Tax Identification Number