

**STALLION SERVICE AGREEMENT  
STANDS AND NURSE**

November 30, 2016  
Lexington, Kentucky

THIS AGREEMENT, made and entered into as of the date above set out, by and between **DARBY DAN BLOODSTOCK, AGENT**, 3225 Old Frankfort Pike, Lexington, KY 40510 ("Seller") and **CWC Invest 2 LLC** whose address is set out below ("Purchaser").

1. **Purchase.** Seller hereby sells and Purchaser buys a 2017 breeding nomination ("Nomination") to the Thoroughbred stallion **DIALED IN** ("Stallion") for a stud fee of **FIFTEEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$15,900.00)**, which includes six percent (6%) Kentucky State Sales and Use Tax, which is due and payable **when the Mare produces a single live foal that can stand and nurse.**
2. **Breeding and Condition of Mare.** Purchaser shall breed the Thoroughbred broodmare, **UNBRIDLED GEM** ("Mare"), to the Stallion in the 2017 breeding season in accordance with Darby Dan Farm's breeding policies in effect from time to time. No other mare may be substituted without written consent of Seller. The Mare shall be healthy and in sound breeding condition and temperament upon presentation for breeding. Purchaser shall furnish all documentation as required by Darby Dan Farm prior to the time of breeding and, if requested, a veterinary certificate certifying the health and sound breeding condition of the Mare. The Stallion Manager at Darby Dan Farm, or his assistant if the Stallion Manager is absent, has the right to refuse to permit the breeding if, in his sole opinion, such breeding would be detrimental to the health or safety of the Stallion and safety of attendants. In such event, Purchaser has the continuing duty to present the Mare as set forth herein.
3. **Stand and Nurse Guarantee.** If, after the breeding, Mare proves barren, aborts, or fails to produce a single live foal that can stand and nurse, no stud fee is due, provided Purchaser must furnish a satisfactory veterinary certificate attesting to this fact within thirty (30) days of any such occurrence. Additionally, Seller in its sole discretion, has the right to require and autopsy report in the case of a dead foal. Should the Mare produce twins and Purchaser elects to register either or both of said twins, Purchaser shall be obligated to pay the stud fee immediately at the time of such registration. Except as otherwise provided, there are **NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, with respect to the Nomination or the Stallion or as to his health and/or breeding soundness or the results of any breeding or attempted breeding.
4. **Conversion to No Guarantee.** The guarantee hereby made shall be **NULL AND VOID AB INITIO** and the stud fee shall be due and payable immediately regardless of the condition of the Foal upon the occurrence of any of the following: (a) should Purchaser fail to present the Mare in estrus, healthy and in sound breeding condition and temperament during the said breeding season and/or fail to provide the required documentation, and the Mare is not bred; (b) should the Mare be bred to any other stallion in the subject breeding season; (c) the stud fee becomes more than thirty (30) days in arrears; (d) the Mare is removed from the Continental United States without Seller's consent; (e) the Mare is transported for sale at public auction (regardless whether sale is completed); (f) the Mare is sold privately without Seller's consent. Purchaser shall have the affirmative duty to notify Seller of any such sale.
5. **Release.** Should the Mare die or become unfit or unable to breed, Purchaser shall submit a satisfactory veterinary certificate attesting to this fact within seven (7) days of determination by the attending veterinarian. Upon receipt and approval of said veterinary certificate, accompanied by Purchaser's request to be released from this Agreement, Seller will release Purchaser from this Agreement, and will so notify Purchaser. **IF AFTER THE RELEASE THE MARE IS SUBSEQUENTLY BRED TO ANY OTHER STALLION IN THE SAME BREEDING YEAR WITHOUT SELLER'S WRITTEN PERMISSION, PURCHASER SHALL PAY TO SELLER THE STUD FEE HEREIN.**
6. **Unavailability.** Should the Stallion, die, be sold, be removed from Central Kentucky, or become unfit for service for the remainder of the subject breeding season before having been bred to the Mare, this Agreement is and shall be null and void and neither party shall have any obligation to each other.
7. **Risk of Loss for Mare.** Seller is not liable or responsible for any accident, injury or disease incurred by the Mare. Purchaser shall bear the risk of any injury or loss as to the Mare. Purchaser shall be solely responsible for ensuring (i) the correct mare is sent for breeding to Stallion and (ii) strict compliance with all regulations and shed procedures of Darby Dan Farm.
8. **Guarantee.** The person signing this Agreement for Purchaser, whether it be the Purchaser or its agent, unequivocally guarantees payment as set out herein provided. Should an agent for Purchaser sign this Agreement, said agent agrees to make payment in full as herein provided if the principal defaults. If the Nomination is purchased by two or more parties, each shall be jointly and severally indebted to Seller for all obligations to Seller hereunder.

9. **Security Interest.** As security for its obligation to Seller, Purchaser grants to Seller and its principal a security interest in all of his, her, or its equine assets, including, without limitation, the Foal, in utero and after birth, the Stallion Service Certificate, and any proceeds or products of any of the foregoing, such as proceeds of auction sales, purses, and breeders' awards whether of the Foal or other equine assets of Purchaser. Purchaser authorizes Seller to file financing statements perfecting such security interest. Seller may notify The Jockey Club and any sales company of such lien. In addition to any other right of Seller, if Purchaser defaults in any payment due Seller, Seller shall have the right to take possession of and sell the Foal to satisfy the amount owed. Until such time as Purchaser's obligations to Seller are satisfied, Seller shall be entitled to retain the Stallion Service Certificate for the Foal, to notify any sales company of its interest in the Mare and Foal, and shall have the right to take possession of and sell the Foal in order to satisfy any amount owed hereunder.

10. **Interest Setoff.** Purchaser shall pay interest at the rate of two percent (2%) per month on any payment which remains unpaid for thirty (30) days past the date due. If, upon default of Purchaser, collection of the sums due hereunder is turned over to Seller's attorney, Purchaser agrees to pay costs, including reasonable attorney's fees, incurred by Seller to the fullest extent allowed by law. Seller shall have a right of setoff on Purchaser's default of any payment owed hereunder and Seller may retain any of Purchaser's or its agents funds in its possession and may apply such retained funds to satisfy any deficiency under this Agreement.

11. **Binding.** THIS AGREEMENT SHALL NOT BE BINDING UNLESS RECEIVED BY SELLER WITHIN FIFTEEN (15) DAYS OF DATE FIRST ABOVE WRITTEN.

12. **Jurisdiction, Venue and Controlling Law.** The parties agree that this Agreement was executed in Lexington, Fayette County, Kentucky. Jurisdiction and venue shall be in the courts sitting in Lexington, Fayette County, Kentucky and this Agreement shall be construed and governed by the laws of the Commonwealth of Kentucky.

13. **Miscellaneous.** This Agreement (i) shall not be assigned or transferred by Purchaser without prior written permission of Seller; (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 which shall be an original and all of which together shall constitute one and the same instrument; (iv) may not be amended except in writing, signed by both parties; (v) shall be binding upon the parties, and their respective heirs, personal representatives, successors and assigns. The parties agree that facsimile or electronic mail transmissions of this Agreement and signatures thereon shall have the same effect as an original.

IN TESTIMONY WHEREOF, the parties have set their hands to duplicate copies hereof, each to have the full force and effect of an original, on or as of the date of this Agreement.

**PURCHASER(S):**

CWC Invest 2 LLC

**Address:**

c/o Runnyrnede Farm  
600 Cynthiana Road  
Paris, KY 40361

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature:  \_\_\_\_\_

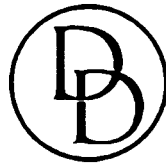
**SELLER:**

DARBY DAN BLOODSTOCK, AGENT

By:



Date: 12-15-16



# DARBY DAN FARM

*Devoted to the horse. Dedicated to our clients.*

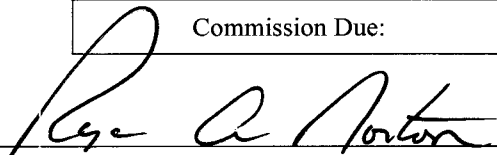
## COMMISSION AND CONSENT AGREEMENT

### MAGNA CARTA BLOODSTOCK

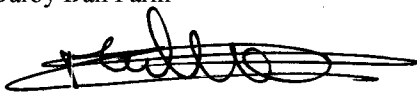
This is to confirm that Darby Dan Farm does hereby agree to pay a five percent (5%) commission on the 2017 Live Foal Stands and Nurse season listed below. The commission will be paid when the following requirements have been met:

1. The season must be earned by report of a live foal to Darby Dan Farm or the sale of the mare to where the stud fee has become a No Guarantee.
2. 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 sixty (60) days of the mare foaling or the stated stud fee date, then no commission shall be due to the Agent.
3. The Agent must send an invoice to Darby Dan Farm for the commission.
4. The Agent is obligated to obtain the consent of the Principal named on the contract by attaining the signature of the Principal below, prior to the commission being paid. Darby Dan Farm shall not be required to pay any commission until both the Agent and Principal have both fully executed this Agreement and it has been returned to Darby Dan Farm.
5. The Agent hereby acknowledges that Darby Dan Farm shall have the right to apply any commissions earned towards any outstanding balance they may have.

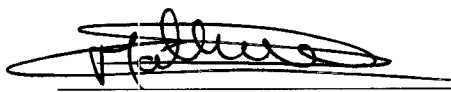
Commission Payable To:	Magna Carta Bloodstock
Stallion:	DIALED IN
Mare:	UNBRIDLED GEM
Contract Price:	\$15,000.00
Commission Due:	\$750.00

  
 \_\_\_\_\_  
 Darby Dan Farm

11/30/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Agent

12-15-16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Contract Holder ("Principal")

12-15-16  
 \_\_\_\_\_  
 Date

DARBY DAN FARM

**2017 MARE INFORMATION SHEET**

NAME OF STALLION: DIALED IN SHARE: \_\_\_\_\_

Please indicate the way you would like the mare ownership reported to the Jockey Club

Name: CATEBY W. CLAY INVESTMENT 2, LLC.

Address: 600 CYNTHIANA RD, PARIS, KY 40361

Phone: 859-987-3426 Email: info@runnymede.com Fax: \_\_\_\_\_

**MARE INFORMATION**

Mare's Name: UNBRIDLED GEM Year Of Birth: 2009 Color: Gr/Ro

Sire: UNBRIDLED'S SONG Dam: RUBYWOOD Dam's Sire: WOODMAN

Mare's Current Status (please check one): In-Foal  Barren  Maiden  Slipped/Aborted  Not Bred

**MARE'S 2017 PRODUCE (If Applicable)**

Foaling Date: \_\_\_\_\_ Foal Sex: \_\_\_\_\_ Foal Color: \_\_\_\_\_ Prod. Status: \_\_\_\_\_

Stallion Bred to in 2016: COMPETITIVE EDGE Last Cover Date in 2016: 5/17/16

**IMPORT STATUS**

Is this mare an IMPORT for the 2017 Breeding Season?

Is this mare imported:  Yes  No Import Date: \_\_\_\_\_ Country of Origin: \_\_\_\_\_

**MARE'S 2016 BOARDING FARM**

Farm Name: RUNNYMEDE FARM Email: info@runnymede.com

Address: 600 CYNTHIANA RD, PARIS, KY 40361 Fax: \_\_\_\_\_

Manager: ROMAIN MALHOUETRE Cell: 859-983-6058 Office: \_\_\_\_\_

Farm Veterinarian: JAYE McCRACKEN Vet Phone: 255-8741

**MARE'S RECENT PRODUCE HISTORY**

Year Bred	Sire of Foal	Date Foaled	Color	Sex	Note
2015	SEAT DADDY	3/27/2016	Bay	F	
2014	CONGRATS	2/23 /2015	Bay	F	
2013	ANY GIVEN SATURDAY	2/20 /2014	DkE/Br	F	

COMMENTS: \_\_\_\_\_

[Signature]  
Signature of Owner (or Authorized Agent)

12/14/16  
Date