

TAYLOR MADE SALES AGENCY
2007 STALLION CONTRACT - NO GUARANTEE

AGREEMENT, dated as of «Date», between **Taylor Made Sales Agency, Agent for the Robert G. Wehle Trust** (the "SELLER"), «Selleraddress» and «Buyer» (the "BUYER"), «Buyeraddress» .

WITNESSETH:

1. Seller hereby sells to Buyer a 2007 regular breeding derived from share # «Shareno», in the stallion «Stallion». Buyer agrees to pay the Seller a fee of \$«Studfee» U.S. dollars, plus 6% Kentucky Sales and Use Tax, \$«Salestax», for a total of \$«total». Conditions are as follows: \$«total» U.S. dollars due «Seller», upon signing the service contract on a non-refundable no guarantee basis. Risk of loss shall pass to the Buyer upon execution of this Stallion Service Contract. Buyer agrees to breed the thoroughbred broodmare of choice to the Stallion in the 2007 breeding season.

2. The Sale and Purchase are being made on a No Guarantee basis. Upon execution hereof by both Seller and Buyer, all risks of loss shall pass to Buyer, the Stud Fee shall not be subject to a refund nor shall there be any return privilege for any future breeding season for any reason whatsoever, included without limitation, the death of the Stallion, or the failure of the Mare to be covered by the Stallion. Purchaser acknowledges that this Agreement is subject to any syndication agreement or other co-ownership agreement for the Stallion and that the manager of the Stallion (including the Seller in such capacity) has reserved the right to refuse to permit the Stallion to be bred and to reduce the book of the Stallion if the manager so determines for the safety or well being of the Stallion. Neither party shall be liable or responsible to the other for any disease, accident or injury to the Mare or Stallion. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AND NO IMPLIED WARRANTY AS TO THE MERCHANTABILITY OR AS TO THE FITNESS OF THE STALLION OR HIS SEMEN FOR ANY PURPOSES SHALL ARISE BY VIRTUE OF THE TRANSACTION. RISK OF LOSS PASSES TO THE BUYER UPON BOTH SELLER AND BUYER SIGNING THE CONTRACT.**

3. The Buyer agrees that the Mare to be named by him will be a Thoroughbred, in good general health and sound for breeding purposes. Upon request, the Buyer shall provide Seller with a veterinary certificate to such effect. The Buyer agrees to abide by the breeding shed regulations where the Stallion stands and understands that if the Season is used for the Stallion to cover any mare once, no substitute mare may thereafter be named.

4. Seller warrants that he/she is the sole owner of 100% of this 2007 breeding nomination and that it is free and clear of any liens and/or encumbrances and has the right to sell this breeding nomination and needs no consent from the syndicate manager or any other person or entity to confirm this sale.

5. This contract shall not be binding unless signed by Buyer and returned to Seller within seven (7) days of date.

6. Under state law, where applicable, Buyer is liable for any sales tax, payable at settlement date.

7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be executed in counterparts, each of which shall be original and all of which together shall constitute one and the same instrument. Neither Buyer or Seller are relying on any verbal agreement.

8. This agreement shall be governed by and construed under the prevailing laws of the State of Kentucky. Venue for any action brought hereunder shall be in Jessamine County, Kentucky.

WITNESS WHEREOF the Seller and Buyer have executed this Agreement or caused it to be executed on their behalf as of the day and year first written above.

BUYER:

SELLER:

Signature: «Buyer»

Signature: «Seller»

Date

Date