

Bill of Sale & Agreement

Please Review these Terms & Conditions Prior to Bidding

You will be asked to complete this Bill of Sale and Agreement if your bid within the Keeneland Sales Portal is accepted on or around March 2.

THIS BILL OF SALE AND AGREEMENT (the "Agreement") is made and entered into as of the [REDACTED] day of [REDACTED], 2023, by and between **KEENELAND ASSOCIATION, INC.**, a Kentucky corporation, whose address is 4201 Versailles Road, Lexington, Kentucky 40510 ("Keeneland") and [REDACTED], whose address is [REDACTED] ("Buyer").

WITNESSETH:

WHEREAS, Keeneland acting pursuant to KRS 355.9-609 and other applicable law repossessed the Thoroughbred horse, [REDACTED] by [REDACTED] out of [REDACTED], which was purchased at the Keeneland 2022 September Yearling Sale by Saleh Al Homaizi (the "Horse");

WHEREAS, Keeneland now has possession of the Horse through its special bailee, [REDACTED] ("Special Bailee");

WHEREAS, Keeneland offered the Horse for sale with the deadline for submitting offers being March 1, 2023 (the "Sale");

WHEREAS, Buyer submitted the most favorable offer for the Horse at the Sale with a bid of \$ [REDACTED]; and

WHEREAS, the parties desire to reduce their agreement to writing in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is hereby agreed as follows:

1. **SALE AND PURCHASE.** Keeneland hereby sells, transfers, sets over, assigns and conveys the Horse to Buyer pursuant to the terms and conditions set forth herein, which sale and purchase Buyer hereby accepts.

2. **PURCHASE PRICE.** The purchase price for the Horse is \$ [REDACTED], which shall be paid in full no later than 5:00 p.m. EST on March 8, 2023 (the "Purchase Price"). The Purchase Price shall be paid by wire transfer of immediately available funds pursuant to the written wire instructions to be provided by Keeneland. Furthermore, Purchaser agrees to pay all amounts due and owing for the care, treatment and training of the Horse first accruing on or after March 1, 2023, including specifically any and all such amounts which might become due and owing to the Special Bailee.

3. **AS IS SALE.** The sale of the Horse is made by Keeneland to Buyer on an AS IS, WHERE IS BASIS. Keeneland makes NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND, SPECIFICALLY, BUT NOT ALL INCLUSIVELY, KEENELAND MAKES NO WARRANTIES THAT THE HORSE IS SUITABLE FOR

RACING, BREEDING OR OTHER PURPOSES. Buyer covenants with Keeneland that it has had the Horse examined by such veterinarian(s) or other agent(s) of its choosing concerning which Keeneland shall have no responsibility whatsoever or has had the opportunity to do so and Buyer further covenants with Keeneland that it is not relying upon any verbal statements made by Keeneland or Keeneland's agents, attorneys or affiliates of Keeneland. Buyer confirms its understanding and agreement that there are no warranties or representations regarding the radiographs made available by Keeneland.

4. **RISK OF LOSS/RIGHT TO POSSESSION/TITLE.** Risk of loss shall pass from Keeneland to Buyer upon the full execution of this Agreement. Right to possession and title shall pass from Keeneland to Buyer upon receipt by Keeneland of the Purchase Price. Keeneland agrees that within seven (7) business days after the Purchase Price has been received and cleared, Keeneland shall deliver the Jockey Club papers for the Horse (the "Papers") to Buyer by mailing the Papers to Buyer at the address set forth above.

5. **TITLE WARRANTY.** Upon receipt of the Purchase Price, Keeneland shall convey good and marketable title in and to the Horse to Buyer, free and clear of any and all liens, claims or encumbrances.

6. **SALES/USE TAX.** Buyer agrees that Buyer shall be fully responsible for any sales, use or similar tax and will indemnify Keeneland therefrom, including indemnity for interest, penalties and reasonable attorneys' fees.

7. **COMMISSION.** Should any commissions be due, they shall be paid by the party directly contracting for same.

8. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of each and all of the conditions set forth in this Agreement.

9. **FACSIMILE OR ELECTRONIC TRANSMISSION.** The parties hereto agree that a facsimile or electronic transmission of a counterpart of this signed Agreement constitutes an original counterpart and shall be a valid and binding document for all legal and other purposes.

10. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts by the parties hereto. All of such counterparts shall be construed as if all signatures were appended to one document.

11. **MERGER.** This Agreement contains the entire agreement of the parties and any prior or concurrent written or oral understandings are deemed merged into this Agreement.

12. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

13. **LAW AND VENUE.** The terms of this Agreement and disputes developing thereunder shall be governed by and enforced and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any litigation arising out of this Agreement shall be in the Fayette Circuit Court in Lexington, Kentucky or the U.S. District Court for the Eastern District of Kentucky.

14. **ATTORNEY'S FEES.** The prevailing party in any litigation arising under this Agreement shall be entitled to recovery of that party's attorney fees and costs related to the litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

KEENELAND ASSOCIATION, INC.
a Kentucky corporation

WITNESS

BY: _____

TITLE: _____

BUYER:

WITNESS
