

CONSIGNOR'S CONTRACT

2016 CTBA Sales

Northern California Yearling & Horses of Racing Age Sale

UPSET PRICE: \$1,000

Alameda County Fairgrounds, Pleasanton, CA
Tuesday, August 16, 12:00 Noon

ENTRY FEE: \$300 (Non-refundable)

Fee must accompany Entry Form

Return this contract on or before June 13, 2016

**Accepting supplemental entries until day of sale.
Supplemental entries will be sold at the end of each session.*

Due to stabling limitations, CTBA reserves the right to limit the number of entries to this sale, in which event the entry fee for any such entry excluded will be refunded. Please refer to Consignor Contract page, number 9a.

PLEASE NOTE

- **This contract must be accompanied by the Jockey Club Certificate of Regulation** (or, for yearlings for whom papers have not been issued, a copy of the application to The Jockey Club).
- CTBA Sales has established a voluntary repository for the sale. All x-rays and endoscope videos must be taken within 21 days from sale date.
- All horses must be on the sales grounds by 1:00 P.M. Sunday, August 14, 2016.
- A separate entry form is required for each different owner/partnership. If you require additional entry forms, please contact CTBA immediately.
- All horses must be Coggins-tested negative within one year of sale date.
- All eligible California-breds must be registered for the California Incentive Awards Program. A separate form is available for registration of California-breds with the official registering agency.
- Owners using the services of an agent must complete a CTBA Agent Authorization Form. This form will be forwarded to the registered owner of the horse(s) upon receipt of this entry form and The Jockey Club Certificate of Registration.
- An Equine Viral Arteritis (EVA) blood test is recommended for this sale.
- Please note in Conditions of Sale, the ninth condition, regarding Anabolic Steroid use.
- **This contract must be completed in full and signed on Consignor's Contract page.**

SCHEDULE OF CHARGES

Entry Fee (now due):	\$300
Entry fee discount to any owner entering 10 horses or more	\$200
Commission:	
5% of last bid, by whomsoever made, with a minimum of	\$500
Maximum commission for this year's sale on an RNA will be capped at \$1,000	
Unexcused withdrawal fee or applicable commission (see Consignor's Contract #5)	\$500
Jockey Club Certificate correction	\$125
Late Certificates	\$125
Duplicate Registration Certificate	\$175
Deduct entry fee from proceeds (approved by the CTBA)	\$50
Initial stall bedding, stall card, & identifier's cost	\$35

MAIL TO:



A subsidiary of California Thoroughbred Breeders Association
Post Office Box 60018, Arcadia, California 91066-6018

Physical Address: 201 Colorado Place, Arcadia, CA 91007-2604
Telephone: (626) 445-7800 Ext. 243 • Fax: (626) 445-0927
www.ctba.com
Auction License #C1274

CONSIGNOR'S CONTRACT

To California Thoroughbred Breeders Association (CTBA)

1. Please enter and catalogue in the sale the horses listed on this entry form.

2. I represent that all information provided to CTBA concerning this entry is accurate and complete. I shall review the catalogue prepared for this sale immediately upon my receipt thereof, and I shall notify CTBA in writing for any misrepresentation or omission therein prior to the sale date.

3. I shall pay to CTBA a non-refundable entry fee of \$300 for each horse that is accepted into the sale, which payment shall accompany this contract or the entry may be voided, without notice, by CTBA. **Entry fee discount to any owner entering 10 horses or more at \$200 per yearling.**

I further agree that CTBA shall deduct from my account and retain a sales commission of five percent (5%) of the last bid, by whomsoever made, on each animal sold or bid in for my account, with a minimum commission of \$500 for each horse. Maximum commission for this year's sale on an RNA will be capped at \$1,000. The minimum commission shall apply should a horse fail to receive a bid. This commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned to me as unsold. **Should a deficit occur in my account, I shall immediately pay CTBA the balance due.** Should any horse in my consignment be "bought back" for my account, and not be clearly indicated as such on the signed Acknowledgment of Purchase ticket, I will notify the sales company cashier that the horse is "not sold" within thirty (30) minutes of the conclusion of the sale session in which the horse was offered.

4. I shall have each horse in its assigned stall on the sale grounds no later than **August 14, 2016**, unless arranged otherwise, in writing, at the time of entry, or the horse will be subject to withdrawal. I will be responsible for the care, custody, and control of every horse in my consignment through the end of the first day following the sale or until the buyer takes possession, whichever occurs first. In consideration of being granted a revocable license or permit to stable my horse at the premises of the sale and use the facilities, I shall abide by all of the applicable rules of CTBA, the owner and/or operator of the premises and hold harmless and indemnify CTBA, the owner and/or operator of the facilities for all losses, damages, liabilities or attorneys' fees arising out of, or incurred in connection with, the use of such facilities by me, my agents, employees, or invitees.

5. I shall pay to CTBA a withdrawal fee of \$500 for each horse withdrawn from the sale unless CTBA accepts and approves a veterinarian's certificate submitted by me to CTBA prior to the date of sale which states the medical reasons why the horse could not be presented for the sale. If a horse entered by me in this sale is sold prior thereto, I agree to pay CTBA the applicable withdrawal fee or five (5%) of that sale price, whichever is higher.

6. The net proceeds of the sale of any horse in my consignment shall be remitted by CTBA to me no later than 60 days from date of sale, so long as I have provided all necessary documents to CTBA and there is no default by the buyer of, or a dispute or claim on, said

horse, I hereby acknowledge that the term "necessary documents" includes for example, and not as a limitation, The Jockey Club Registration Certificate for each horse sold in my consignment. I further acknowledge that CTBA will not remit any net proceeds of sale of any horse in my consignment and will withhold delivery of all necessary documents to be returned to me until such time as my account with CTBA has been paid in full. In the case of a buyer's default, or a dispute or claim, on any such horse in my consignment, CTBA will not remit any net proceeds to me from the sale of the horse and will withhold delivery of all necessary documents for that horse until the default, dispute or claim has been finally resolved or adjudicated.

7. Should the buyer of any horse entered by me in the sale fail to present himself to make settlement pursuant to the Conditions of Sale, the horse shall be returned to my possession or control unless I instruct CTBA to resell the horse to mitigate any damages I might sustain as a result of the buyer's conduct. CTBA shall not be liable for any deficit resulting from any such resale.

Should a buyer, for any reason, return a horse sold by me or otherwise refuse to accept responsibility for a horse purchased from me, I agree to accept responsibility for said horse. Should I refuse to accept possession or control of said horse, the horse shall be deemed abandoned by me, and I shall thereby forfeit all rights, title and interest of any kind whatsoever in the horse, including the right to resell the horse.

8. I authorize CTBA Sales to deduct from my Breeder's Incentive Awards, if and when available, any outstanding balance owed by me to CTBA Sales on account of any obligation created in this Consignment Contract and remaining unpaid when my Breeder's Incentive Awards are available for distribution by CTBA. In such event CTBA Sales agrees to provide me with a written notification of such deduction.

9. I hereby grant to CTBA the following powers:

a. I understand that if the number of yearlings entered in the sale exceed the maximum number of yearlings allowed to be included in the sale, CTBA will have the right to review each yearling's pedigree and excuse the yearling from the sale by providing written notice to me on or before June 27, 2016. CTBA has the power to reject any entry at any time for any reason upon refund of the entry fee to determine the order of sale of all entries and/or change the dates on location of sale, as necessary;

b. To make any announcements on my behalf at the time of sale. All announcements made on my behalf are made as an accommodation to me and I shall be solely responsible for their accuracy. It is my obligation to immediately notify the auctioneer of any errors. Any announcements may be modified or refused in the sole discretion of CTBA. CTBA shall have no obligation to make any announcement not submitted at least one-half hour prior to the sale session;

c. To retain possession of The Jockey Club Certificate of Registration and any other documentation pertaining to my horse if I have bought back the horse, or it has been returned to me as unsold, and there remains a deficit in my account with CTBA. Upon

settlement of my account, CTBA shall release all these documents to me;

d. To make public my name, address, and telephone number;

e. To act as my agent at the sale with full authority to transfer title and take any action permitted by law to collect and receive for my account the proceeds for sale of each horse entered by me;

10. **The Jockey Club Certificate of Registration must accompany this contract** and I shall deliver to CTBA at least two weeks prior to the first session of the sale every other required certificate or document for each horse entered by me in the sale. In the event that any Jockey Club Certificate of Registration or other certificate or document is not so delivered, CTBA may refuse to sell the horse or assess me a charge of \$125. All documents and information held by The Jockey Club regarding the registration of each of my horses are to be released directly to CTBA.

11. For each horse entered by me in this sale, I shall submit to CTBA all medication reports required by the California Horse Racing Board by no later than 8:00 a.m. the morning of the sale session in which any of my horses are to be offered for sale.

12. In the event the buyer delivers to CTBA an executed Sales Tax Exemption and Shipping Instruction form directing shipment of any of my horses outside the State of California, CTBA shall, on my behalf, deliver the horse pursuant to the terms of that agreement.

13. I shall indemnify and hold harmless CTBA and its agents for any and all claims, causes of action, damages, costs, and expenses, including attorneys' fees arising out of, resulting from, or incurred during the course of the consignor/consignee relationship between me and CTBA.

14. **I warrant that each California-bred horse entered herein into the named sale is eligible for the California Incentive Awards Program.**

15. **I HAVE READ THE FOREGOING TERMS AND SIGN THIS ENTRY FORM WITH FULL AND COMPLETE UNDERSTANDING THEREOF AND AGREE TO BE BOUND BY THE CONDITIONS OF SALE PRINTED ON THIS ENTRY FORM. ALL INFORMATION PROVIDED BY ME ON THIS ENTRY FORM IS TRUE AND CORRECT.**

YOUR PROMPT ATTENTION TO COMPLETING AND RETURNING THIS CONTRACT WILL ASSIST IN THE TIMELY AND ACCURATE PRODUCTION OF THE CATALOGUE.

SIGNED: _____

DATE: _____

OWNER AUTHORIZED AGENT
PLEASE PRINT OR TYPE NAME

CTBA is licensed and regulated by the California Auctioneer Commission, 1130 K Street, Suite LL20, Sacramento, CA 95814 and is bonded to the Commission in the amount of \$20,000 for all occurrences.

CALIFORNIA-BRED REGISTRATION/ELIGIBILITY

***Horses (broodmares and stallions excluded) consigned to this sale which are California-bred must be fully registered at the time of entry. Registration forms are available from the CTBA and CTBA offices. All California-bred registration payments and forms must be mailed to the CTBA office.**



A foal is eligible if dropped in California after being conceived in California OR if dropped in California with its dam remaining in California to be bred back to a Thoroughbred stallion standing in California.

CONDITIONS OF SALE

THE FOLLOWING ARE THE LEGALLY BINDING RULES APPLICABLE TO THIS SALE. PLEASE READ.

FIRST: THESE CONDITIONS GOVERN THIS SALE:

This sale is governed by these Conditions of Sale and all announcements from the auctioneer's stand or otherwise. ALL SELLERS, CONSIGNORS, AGENTS, OWNERS, PROSPECTIVE BIDDERS /BUYERS, ALL OTHER INTERESTED PARTIES AND ALL SALES ARE THEREFORE BOUND BY AND SUBJECT TO THE PROVISIONS OF THESE CONDITIONS OF SALE AS SET FORTH IN THIS CATALOGUE AND ANNOUNCEMENTS.

SECOND: WARRANTY DISCLAIMER:

THERE IS NO WARRANTY EXPRESS OR IMPLIED BY CTBA SALES OR CONSIGNOR (INCLUDING OWNER), EXCEPT AS SET FORTH HEREIN, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS SALE. SUBJECT TO THE LIMITED WARRANTIES STATED HEREIN, ALL SALES ARE MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND DEFECTS. See, however, Conditions EIGHTH, NINTH and TENTH for certain limited warranties that are provided.

1. Presale Examination:

All prospective buyers are required to diligently examine horses in which they may be interested personally and by agents or veterinarians of their choosing BEFORE BIDDING as they are accepting any horse purchased with all faults, including all conditions and defects, except for applicable limited warranties set out in Conditions EIGHTH, NINTH and TENTH.

2. Conformation Surgeries:

Horses in this sale may have been subject to surgeries designed to affect permanent changes in its physical makeup. These surgeries may include, without limitation, transphyseal bridge, periosteal transection, manipulation and elevation. These are procedures adjudged to improve conformation of horses and thus enhance their opportunity to remain sound under the rigors of training. Disclosure of such surgeries for horses in this sale is VOLUNTARY. Accordingly, nondisclosure of such surgeries SHALL NOT BE GROUNDS FOR RECISSION OF SALE. Should a buyer deem this information material, buyer should make inquiry to the consignors who shall be obligated to respond truthfully.

3. Endoscopic Examination:

Conditions revealed by post-sale laryngoscopic examination for which recission is allowed are only as set forth in Condition of Sale TENTH. There are other conditions which may be revealed by that examination or other examinations which could affect the desirability of purchasing the horse but which ARE NOT GROUNDS for recission of sale.

THIRD: APPLICABLE LAW:

This sale, all consignors, bidders, buyers, their agents and all other interested parties are subject to and governed by the internal laws and procedural rules of the State of California, without regard to conflict of law principles. In the event of any litigation arising out of these Conditions of Sale, the parties agree that any action shall be brought in a court of record in Los Angeles County, California or in the United States Federal Court for the Los Angeles District of California and the parties hereto consent to the venue and jurisdiction of such courts.

FOURTH: CATALOGUE; ANNOUNCEMENTS:

Horses catalogued in this sale are offered with information as represented by Consignor. The accuracy of all information on the catalogue page(s) is the sole respon-

sibility of the Consignor and not the Auctioneer. While certain information may have been procured by Auctioneer from third parties on behalf of Consignor, it remains solely the responsibility of Consignor to verify the accuracy of such information and to notify Auctioneer of any corrections. So that appropriate announcements can be made prior to sale, notices of corrections must be delivered in writing to Auctioneer at its sales office not less than thirty (30) minutes prior to sale or at least ten (10) hip numbers prior to the sale of the horse. IN CASE OF ANY ERROR OR OMISSION, BUYER SHALL SEEK REDRESS ONLY FROM CONSIGNOR.

FIFTH: BIDDING PROCEDURES:

Consignors, including their disclosed and undisclosed agents, may bid on the horses they offer for sale, unless otherwise announced. Consignors have the right to set reserve bids and the right to conduct bidding on any horse they offer for sale. All bidders must be at least 18 years of age and must have in their possession written proof of age and identity. There shall be an upset price with respect to each horse offered for sale. If an opening of the upset price is not immediately forthcoming, the horse shall be led out of the sale ring unsold. The minimum acceptable increase in bidding shall be \$100 until \$20,000 is reached. After \$20,000, the minimum acceptable bid increase shall be \$500. The person making the highest bid recognized by the Auctioneer shall be the buyer, who shall immediately identify himself to Auctioneer as buyer and shall sign the ACKNOWLEDGMENT OF PURCHASE form fully and completely. In the event the person making the highest bid recognized by the Auctioneer fails or refuses to immediately identify himself or herself, complete and sign the ACKNOWLEDGMENT OF PURCHASE or immediately pay for the horse: (1) CTBA SALES may elect, in its sole discretion, to either re-enter the horse at the same or next available sales session, withdraw the horse entirely from the sale, or resell the horse at public or private sale without prior notice, and CTBA SALES shall have no liability for said action; and (2) such person shall be liable for the amount of the hammer price or any deficiency if the horse is resold, plus any taxes and any other damages in an arbitration brought by the Consignor. In the event that a person other than buyer signs the ACKNOWLEDGMENT OF PURCHASE, such action shall not give any such person any right, title or interest in the horse, and the same shall not alter any of buyer's obligations under these conditions. Any person signing an ACKNOWLEDGMENT OF PURCHASE, including as "agent" for a buyer, is JOINTLY AND SEVERALLY liable with buyer to perform all of the obligations of buyer under these conditions, unless such person has signed and filed with CTBA SALES, for this sale, an AGENT AUTHORIZATION FORM OR NOTARIZED PERSONAL LETTER OF AUTHORIZATION, accepted by CTBA SALES in its sole and absolute discretion. An agent's authorization form or notarized letter of authorization must be submitted FOR THIS SALE. Prior acceptance by CTBA SALES shall not be effective or create any precedent for this sale. See Condition SIXTEENTH.

1. Bidding Disputes

Should any dispute arise between or among two or more bidders, CTBA SALES shall decide and otherwise adjudicate the dispute, and its decision shall be absolute, final and binding on all parties. Bids received after the fall of the hammer are not grounds for dispute. Bids received by bid spotters have the same status as bids received by the Auctioneer. If in the case of a dispute, bidding is re-opened by the Auctioneer for advance bids, and if there is no advance bid, the horse is sold to the person whom the Auctioneer previously

recognized as making the last bid. Advance bidding shall be restricted to the disputing parties, unless the bid is reduced below the level of the last recognized bid at initiation of the dispute, in which case bidding shall be re-opened to all. CTBA SALES reserves the right to reject any or all bids and to exclude any persons from participation in this auction.

2. Missed Reserves:

CTBA SALES shall use its best efforts to adhere to reserves properly and timely placed. In the event a horse is sold to a buyer for less than the reserve, CTBA SALES' liability shall be limited to paying the Consignor an amount not to exceed the reserve, less the commission charged on the sale. In the event a horse is offered for sale with a reserve higher than that placed by the Consignor or if a horse is offered for sale with a reserve when none was directed by Consignor, the horse, if not sold, shall be brought back in the ring to be offered for sale again. Consignor/Owner and CTBA SALES agree that CTBA SALES shall waive all of its commission, including any entry fees paid as liquidated damages and none of the parties shall have any other rights or obligations to the other arising out of the reserve error.

SIXTH: TITLE; RISK OF LOSS; DELIVERY:

Title and risk of loss pass to the purchaser at the fall of the Auctioneer's hammer, at which time purchaser shall be responsible for the care, custody, control and security for the horse and all expenses relating thereto.

1. Indemnification:

Both Consignor and purchaser agree to release, defend, indemnify and hold CTBA SALES, the owners of the sales facility, premises or grounds and their directors, officers, employees, agents and representatives, harmless from all losses, damages, expenses, claims, causes of action and/or attorneys' fees arising out of or related to the possession, care, custody, control or maintenance of any horse sold or purchased by them. The horse will be held for purchaser by Consignor until purchaser makes settlement as provided in this CONDITIONS OF SALE.

2. Stable Release:

Upon settlement by purchaser, the horse will be delivered by means of a stable release provided by CTBA SALES to purchaser or his representative which shall authorize purchaser to remove any horse from sales premises after taking possession. Taking possession of the horse by purchaser or his representative shall constitute delivery and acceptance.

3. Buyer's Failure to Take Possession:

Should buyer refuse to accept possession or control of the horse purchased, the horse shall be deemed abandoned by the buyer, and the buyer shall forfeit all rights, title and interest of any kind in the horse. Such abandonment shall have no effect on the obligation of buyer to pay the full purchase price for the horse. In the case of a buyer abandonment, CTBA SALES may, but is not obligated to, maintain, treat or board the horse at locations selected by CTBA SALES, all at buyer's expense and risk. Buyer agrees that NO BAILMENT is established by CTBA SALES and the livestock service provider selected by CTBA SALES to board the abandoned horse. Buyer shall have the burden of proof establishing any liability, damage or loss in all actions against CTBA SALES and/or the livestock service provider boarding the abandoned horse.

SEVENTH: TERMS FOR PAYMENT; REMEDIES UPON DEFAULT:

Purchaser shall make payment solely to CTBA SALES.

Payments to any person or entity other than CTBA SALES shall not constitute payment. Unless CTBA SALES determines to extend credit to a purchaser, purchaser shall make settlement for the full purchase price for each horse purchased not later than thirty (30) minutes from the fall of the hammer, such settlement to be in the form of U.S. currency, approved bank check, certified check or traveler's check. In the event buyer does not pay for a horse in full when payment is due, purchaser shall pay CTBA SALES a finance charge on all unpaid amounts at the rate of one and one-half percent (1 1/2%), per month beginning on the date of purchase, together with all reasonable attorneys' fees and costs incurred by CTBA SALES in collecting any such unpaid amounts.

In the event any purchaser who does not have prior approval of credit fails to pay cash within thirty (30) minutes from the fall of the hammer or fails to sign the ACKNOWLEDGMENT OF PURCHASE and SECURITY AGREEMENT, then the purchaser shall be deemed a defaulter and the horse, at CTBA SALES' sole discretion, may re-enter the auction ring during the same sales session, and then be sold with the prior attempted sale being void. Any deficiency owed by purchaser resulting from resale on account of any default which is not collected from the defaulter shall be borne by the consignor and CTBA SALES shall have no responsibility therefore. Purchasers who have purchased on credit, and who fail in any respect to pay for horses within fifteen (15) days after their purchase, shall likewise be in default and CTBA SALES shall have the right to bring suit against the defaulter and/or repossess the horse and its registration papers. Any horse purchased by a defaulter may be resold by CTBA SALES at public or private sale, without prior notice, for the purchaser's account, costs of such sale to be borne by the defaulter. Purchasers are reminded that as stated in CONDITION SEVENTH, herein, A PURCHASER IN DEFAULT SHALL BE LIABLE FOR A LATE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1 1/2%) PER MONTH ON THE UNPAID PURCHASE FROM THE DATE OF SALE UNTIL PAID, COMPOUNDED MONTHLY.

EIGHTH: LIMITATION OF WARRANTIES:

AS STATED IN CONDITION SECOND, OTHER THAN THOSE LIMITED WARRANTIES EXPRESSLY STATED IN THESE CONDITIONS OF SALE, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SOUNDNESS, CONDITION, WIND OR OTHER QUALITY OF ANY HORSE SOLD IN THIS SALE.

1. Limited Warranties:

UNLESS ANNOUNCED from the auction stand immediately prior to sale, Consignor warrants for any horse sold by Consignor that: (a) no horse has been subjected to PROHIBITED PRACTICES (as hereinafter defined); (b) the horse's sexual description as set forth in the catalog is accurate; (c) at the time of sale the horse has no impairment of vision or does not possess any deviation from the norm in the eyes; (d) the horse at the time of sale is not a "wobbler" (a horse which suffers from a neurological disease caused by compression of the spinal cord with resulting ataxia); (e) the horse at the time of sale is not a "cribber"; (f) the horse has not undergone abdominal surgery of any kind except to repair a ruptured bladder in a newborn foal; (g) the horse has not undergone surgical intervention of the upper respiratory tract; (h) the horse does not, at the time of sale, have any injury to or disease of the bone structure which will more likely than not have a material, chronic, and adverse effect upon its suitability to be trained for racing.

a) Prohibited Practices for purposes of this CONDITION EIGHTH (1) means SHOCKWAVE THERAPY in any form once the horse enters the sales grounds, ACUPUNCTURE AND/OR ELECTRO-STIMULATION with the intent of altering laryngeal function once the horse enters the sales grounds, or INTERNAL BLISTER for alteration of conformation within ninety (90) days of sale. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE, HORSES WHICH HAVE BEEN SUBJECTED TO PROHIBITED PRACTICES AS DEFINED IN THESE CONDITIONS SHALL BE SUBJECT TO AUTOMATIC REJECTION AND RETURN BY BUYER UPON PROOF SATISFACTORY TO CTBA SALES, IN ITS SOLE DISCRETION, THAT THE HORSE WAS SUBJECTED TO PROHIBITED PRACTICES.

PROSPECTIVE PURCHASERS/BUYERS ARE CAUTIONED THAT WHERE ONE OR MORE OF THE CONDITIONS TO WHICH A LIMITED WARRANTY APPLIES, EXISTS OR IS APPLICABLE TO A PARTICULAR HORSE IN THIS SALE AND THE EXISTENCE OF THE CONDITION(S) IS DISCLOSED BY ANNOUNCEMENT BY AUCTIONEER IMMEDIATELY PRIOR TO SALE, SAID ANNOUNCEMENT ACTS TO ABROGATE THE LIMITED WARRANTY AND BUYER SHALL TAKE TITLE TO SAID HORSE WITH ALL FAULTS AND DEFECTS. Any horse whose condition is as aforesaid and is not announced will be subject to return to Consignor with refund of purchase price, provided that CTBA SALES is so notified in writing by veterinary certificate of such condition and the notification on the above grounds shall meet the time requirements hereafter set forth.

2. Time Requirements:

Time is of the essence. The physical condition of horses is subject to material change on a daily basis. Failure to strictly comply with the notice requirements hereafter set out shall operate to disallow the protection of the applicable warranty in favor of purchasers. The time requirements for rejection of an animal for each of the limited warranties set forth in CONDITION EIGHTH, subparagraph (1) are:

a) Twenty-four (24) hours from end of the sale session at which the horse in question was sold for eyes, wobblers, misdescription of sexual description, bone structure disease and anabolic steroids prohibition.

b) Seventy-two (72) hours from end of the sale session at which the horse in question was sold for "cribbers."

c) Fourteen (14) days from the day of sale in the case of surgeries described in CONDITION EIGHTH, subparagraph (1)(f)(g) and Prohibited Practices.

NINTH: ANABOLIC STEROIDS PROHIBITION; LIMITED WARRANTIES; BUYER'S RIGHT TO RESCIND:

The Consignor, on behalf of itself and all owners of horses in its consignment warrants that any horse entered in this sale shall not have been administered exogenous anabolic steroids, including but not limited to Stanozolol, Boldenone, Nandrolone or Testosterone. In order for purchaser to have any rights relative to this limited warranty, purchaser must direct CTBA Sales to have a blood sample taken from the horse purchased for testing. Purchaser shall direct CTBA Sales to take the blood sample only on forms provided by CTBA Sales at the time purchaser signs the Acknowledgment of Purchase. Purchaser agrees to pay \$500.00 to CTBA Sales to cover the costs and expenses relative to testing the blood sample. CTBA Sales shall arrange for the blood sample to be taken by a veterinarian before the horse leaves the sales grounds.

The sample shall be sent to a laboratory selected by CTBA Sales for testing. Consignor, on behalf of itself and all owners of horses in its consignment, consents to a blood sample being taken. The blood sample shall be split with one-half of the sample used for initial testing. The remaining one-half of the blood sample shall be maintained by the testing laboratory for possible follow-up confirmatory testing.

Should the post-sale test reveal the presence of exogenous anabolic steroids ("positive test"), the consignor may request a split sample confirmation test to be conducted at another laboratory selected by CTBA Sales. The request for a split sample confirmatory test must be made in writing by consignor within twenty-four (24) hours of notification to consignor of the "positive test" by CTBA Sales. If the split sample confirmatory test does not confirm the "positive test," the sale stands as a completed transaction. Should consignor not request split sample confirmatory testing or the split sample confirmatory test confirms the "positive test" purchaser shall have the right to rescind the sale. Purchaser's rescission right must be exercised, in writing, to CTBA Sales within twenty-four (24) hours of purchaser's notification by CTBA Sales of the "positive test."

Should purchaser choose to rescind the sale, consignor shall refund any sales proceeds paid to consignor and shall further pay purchaser and/or CTBA Sales reimbursement for all related costs and expenses of whatever kind which were directly incurred by them from the time of sale of the subject

horse until return of the horse to consignor or consignor's owner. In the event of a confirmed positive test, the risk of loss shall remain with the consignor and/or the owner of the horse unless and until purchaser declines to exercise its right of rescission within the time designated to do so at which point risk of loss shifts to the purchaser.

TENTH: LIMITATION OF WARRANTIES; UPPER RESPIRATORY LARYNGOSCOPIC EVALUATIONS (EXCLUSIVE OF THE TRACHEA):

Notwithstanding any other provision of these CONDITIONS OF SALE and notwithstanding any prior custom, horses which are sold in this sale after July 1 of their yearling year, AT THE ELECTION OF BUYER, shall be subject to a post-sale upper respiratory laryngoscopic evaluation through a veterinarian specializing in equine practice of buyer's choosing within twenty-four (24) hours from the end of the session in which the horse in question was auctioned and prior to the horse leaving the sales grounds.

1. Negative/Positive Certificate

If the buyer's veterinarian is of the opinion that the horse has: (a) laryngeal hemiplegia, (b) rostral displacement of the palatopharyngeal arch, (c) epiglottic entropion, (d) permanent dorsal displacement of the soft palate, (e) chondroma or severe arytenoid chondritis, (f) subepiglottic cyst(s) or cleft pallet, then buyer shall notify CTBA SALES, in writing, within twenty-four (24) hours from the end of the sale session in which the horse in question was auctioned and prior to the horse being removed from the sales ground, and shall furnish CTBA SALES, within that time period with a written veterinary opinion stating the existence of one or more of the above stated conditions. Such a veterinary opinion shall be deemed a "NEGATIVE CERTIFICATE." CTBA SALES shall, upon receipt of a NEGATIVE CERTIFICATE, promptly notify Consignor. Consignor shall then have the option to either accept rescission of the sale or provide CTBA SALES with a written veterinary report which disputes the findings stated in the NEGATIVE CERTIFICATE. The opinion which disputes the findings of the NEGATIVE CERTIFICATE shall be deemed the "POSITIVE CERTIFICATE." To be valid, a POSITIVE CERTIFICATE must be presented to CTBA SALES within twenty-four (24) hours of notification by CTBA SALES to Consignor of buyer's NEGATIVE CERTIFICATE. For purposes of resolving issues arising out of CONDITION TENTH following timely receipt by CTBA SALES of a POSITIVE CERTIFICATE, Consignor and buyer or their representatives shall meet for purposes of selecting a panel of three (3) veterinarians. CTBA SALES shall provide the parties with a list of not less than five (5) veterinarians. Consignor shall have the first strike of the veterinarian deemed most unacceptable to him, and buyer shall have the second strike, and they shall alternate thereafter until three (3) veterinarians remain on the list. CTBA SALES shall determine if all three (3) veterinarians can serve on the panel, and if not, CTBA SALES shall canvas the other veterinarians struck in reverse order until three are found who will serve. If three are not found, the parties shall repeat the process under such conditions as CTBA SALES shall determine until three (3) veterinarians are found who will serve. The panel shall determine whether the horse has one or more of the conditions set forth herein, and in that event, the sale shall be rescinded. Otherwise, the sale shall stand. The decision of the panel shall be final, binding and conclusive on all parties, absent fraud, bad faith or the existence of the material conflict of interest. If the panel is not unanimous, a majority vote shall be determinative. Fees and expenses of the veterinary panel shall be the responsibility of the non-prevailing party. During the period of determining whether the sale shall be rescinded, the horse shall be at the risk of the party who does not prevail.

ELEVENTH: ADJUDICATION OF OTHER WARRANTY CLAIMS:

Any dispute, claim or controversy arising of or under CONDITION EIGHTH(1)(a) Prohibited Practices, (1)(b) sexual description, (1)(c) eye impairment, (1)(d) "wobbler," (1)(e) "cribber," (1)(f) abdominal surgery, (1)(g) the horse has not undergone surgical intervention of the upper respiratory tract, or (1)(h) bone structure disease, shall be settled by veterinary arbitration pursuant to the following procedures. Upon timely presentation of a claim to CTBA SALES in writing by buyer, CTBA SALES shall notify Consignor of said claim. Consignor shall then have the option of either

accepting rescission of the sale or disputing the buyer's claim. In the event of a disputed claim, the buyer and the Consignor shall each select a licensed veterinarian who specializes in equine medicine. These two veterinarians shall then meet and decide whether the claim is valid or not. If they disagree and are unable to resolve their differences, they shall select a third licensed veterinarian who will make the final decision that will be binding on the parties. If the two veterinarians fail to promptly select the third veterinarian, CTBA SALES shall promptly make the selection. If the existence of the condition was not announced as required in CONDITION EIGHTH and the final decision upholds the buyer's claim and the sale shall be rescinded, the horse shall be returned to the Consignor with a full refund of the purchase price if previously paid by the buyer. This shall be buyer's sole remedy. Prevailing party shall be awarded reasonable expenses incurred in maintaining the horse during the course of the arbitration if any such costs were actually incurred. Prevailing party shall also be entitled to receive an award to reimburse prevailing party for reasonable attorneys' fees and veterinary fees actually incurred as a result of the arbitration. Costs of the third veterinarian shall be borne by the non-prevailing party. During the period of determining whether the sale shall be rescinded, the horse shall be at the risk of the party who does not prevail.

TWELFTH: PAYMENT OF EXPENSES IN DISPUTE RESOLUTION:

For all dispute resolutions as provided in CONDITIONS EIGHTH, NINTH AND TENTH, expenses shall be the responsibility of the non-prevailing party. Consignor shall be solely responsible for its expenses related to the dispute resolution including its veterinarian. Buyer shall be solely responsible for its expenses related to the dispute resolution including its veterinarian. During the period of determining whether the sale shall be rescinded, the horse shall be at the risk of the party who does not prevail. Boarding of the horse, if it has not been arranged by buyer or Consignor, may be arranged by CTBA SALES with cost of same to be borne by the non-prevailing party. The parties acknowledge that only the conditions set forth in these CONDITIONS OF SALE will allow rescission of sale and that rescission hereunder shall be BUYER'S SOLE AND EXCLUSIVE REMEDY. In all other respects the AS IS nature of this sale remains in full force and effect.

THIRTEENTH: VOLUNTARY REPOSITORY:

Due to inefficiencies attendant to multiple x-rays of sale horse and due to potential harm from multiple endoscopic examinations of sale horses, CTBA SALES has established a Repository where Consignors may place certain information applicable to their sale horses. The use of the Repository by Consignors is voluntary. If used, all the minimum required views mandated by CTBA SALES must be on file. As provided in these CONDITIONS OF SALE, buyers are accepting any horse purchased with all defects except those conditions and defects specifically warranted by these CONDITIONS OF SALE and not otherwise announced immediately prior to sale. It shall be the sole responsibility of the buyer to determine the sufficiency and thoroughness of his/her pre-sale examination. However, full inspection shall include a review of all Repository information for each horse buyer may be considering for purchase. CTBA SALES will not review the Repository information and makes no warranty or assurance of any kind concerning the authenticity, sufficiency, quality, completeness or accuracy of the Repository information, all of which shall be the responsibility of the Consignor. PROSPECTIVE PURCHASERS/BUYERS WILL BE CHARGED WITH KNOWLEDGE of any defect that is or should be revealed by a reasonable inspection, including any defect that is or should be revealed by a review of the Repository information, with the exception of the Consignor's warranties per CONDITION EIGHTH (1)(b) sexual description (ridglings only) and CONDITION EIGHTH (1)(e) "cribbers, and CONDITION TENTH (upper respiratory laryngoscopic evaluations). Those limited warranties remain effective as more fully provided for and stated in EIGHTH, NINTH AND TENTH CONDITIONS, UNLESS ANNOUNCEMENT IS MADE BY THE AUCTIONEER IN CONJUNCTION WITH THE SALE OF THE HORSE IN QUESTION. ONCE SO

ANNOUNCED BY AUCTIONEER, THE WARRANTY IS ABROGATED. With respect to CONDITION EIGHTH (1)(h) (injury or disease of the bone structure) any defect which will, more likely than not, materially and adversely affect the horse's suitability to be trained for racing, that appears on radiographs taken within twenty-four (24) hours after the sale session in which the horse is sold and taken before the horse leaves the sales grounds, which does not appear on the radiographs filed in the Repository prior to the sale, is subject to dispute resolution as provided in CONDITION ELEVENTH which may result in rescission of the sale. The presence or use of the Repository shall not change any of these CONDITIONS OF SALE, which shall continue to be binding upon all parties, nor does it create any additional express or implied warranties.

In the event Consignor elects to place information in the repository, Consignor warrants that Consignor has deposited in the Repository all of the required views mandated by CTBA SALES, and further warrants the authenticity of said views. Consignor further warrants the accuracy, validity and authenticity of all other information placed by Consignor in the repository. In the event it should be determined that Consignor has placed information in the Repository which is not accurate, valid or authentic in all material respects and such information is deemed to be materially misleading regarding the condition of the horse or its suitability for training and racing, then the sale is subject to rescission at the option of purchaser, and Consignor, in that event, shall refund the purchase price to purchaser together with any expenses incurred by purchaser which are directly related to the subject horse. Consignor shall also be obligated to pay CTBA SALES' entry fees and commissions as if the sale had been final. All items, including radiographs, placed in the Repository by Consignor are the sole property of Consignor, who shall have the right to receive all such items back forty-eight (48) hours after the end of the sale. However, should a dispute arise concerning these CONDITIONS OF SALE, CTBA SALES may elect to maintain possession of the Repository items pending resolution of the dispute. Repository items not picked up within fifteen (15) days after conclusion of the sale may be disposed of by CTBA SALES without prior notice to the Consignor.

FOURTEENTH: ARBITRATION OF ALL OTHER CLAIMS:

Any other dispute, claim or controversy between a Consignor, buyer and/or CTBA SALES arising out of or relating to any horse consigned to this sale, offered in this sale, or sold in this sale relating to a claim of misrepresentation, concealment, fraud, other tort, or any other claim not otherwise covered by these CONDITIONS OF SALE shall be determined by an arbitration by the American Arbitration Association under their Commercial Arbitration Rules for non-consumer related disputes. The arbitration shall take place at an American Arbitration Association office in Los Angeles, California. Any and all questions as to whether or not a claim constitutes a dispute or other matter arbitrable under this section shall be settled by arbitration in accordance with this section. CTBA SALES may, but shall not be obligated to commence any such arbitration. Should CTBA SALES commence any such arbitration, and seek no monetary relief for itself, CTBA SALES shall be entitled to recover all of its attorneys' fees and costs including filing and administrative fees from the party or parties who do not prevail in the arbitration.

FIFTEENTH: RIGHT OF EXCLUSION; BID REFUSAL:

CTBA SALES reserves its common law right to exclude any persons from the auction area and all lands controlled by CTBA SALES. CTBA SALES further reserves the right to refuse to accept and/or reject any bid(s) from any person, even if credit has been approved or even if payment is tendered.

SIXTEENTH: AGENTS:

Persons acting as agents for principals, irrespective of whether the principal is in attendance at the sale, must file a notarized AGENT AUTHORIZATION FORM OR NOTARIZED PERSONAL LETTER OF AUTHORIZATION, accepted by CTBA SALES in its sole discretion, from the principals stating that the agent is acting on their behalf and that said principal

will be responsible for agent sales or purchases. Failure to comply with this CONDITION OF SALE SIXTEENTH will result in the agent being deemed to be a co-obligor with the principal with respect to all matters in connection with or arising out of the sale and impost joint and several personal liability upon such agent.

SEVENTEENTH: SALES TAX:

If buyer intends to ship any purchased horse out of state, buyer shall sign and deliver to CTBA SALES prior to purchase a Pre-Sale Interstate Delivery Agreement directing such shipment, at buyer's sole risk and expense, via a licensed carrier. Provided that buyer has fully complied with these conditions, CTBA SALES shall deliver, without incurring liability, such horse in accordance with instructions and arrangements that buyer shall provide. Buyer acknowledges that to qualify for a sales tax exemption, such horse MAY NOT BE TRAINED OR OTHERWISE USED IN CALIFORNIA while awaiting shipment. Should any sales or use tax, penalty or interest be imposed on any purchase for any reason, buyer will be solely responsible for payment of the tax, penalty or interest, and will defend, indemnify and hold CTBA SALES harmless from or in connection with the tax.

EIGHTEENTH: LIMITATIONS OF ACTION:

Any cause of action arising out of the purchase and sale of any horse, or interest therein at this sale, whether it is based in contract or tort, shall be commenced in NOT MORE THAN SIX (6) MONTHS AFTER THE FINAL DAY OF THIS SALE. However, this limitation of action shall not apply to an action for the recovery from the purchaser of the purchase price, plus interest and expenses, and including repossession of any horses purchased at this sale.

NINETEENTH: REGISTRATION CERTIFICATES:

The Jockey Club Certificate of Registration for each horse sold must be furnished by the Consignor. CTBA SALES will withhold settlement for all sales, until all Jockey Club Registration Certificates have been delivered to the sales company. CTBA SALES reserves the right to withhold delivery of all registration papers for all horses either bought by buyer or returned to Consignor until such time as the buyer's or Consignor's account with CTBA SALES shall have been paid in full. In order to secure payment of the purchase price and sales commission, buyer and Consignor hereby grants CTBA SALES, its successors and assigns, a security interest and lien upon the subject horse(s) together with all registration certificates relating thereto.

TWENTIETH: ENTIRE AGREEMENT:

These conditions and all notices contained in this catalog, acknowledgments of purchase, and any announcements from the auction stand shall constitute the entire agreement of Consignor, buyer and CTBA SALES, prospective purchasers, and all other interested parties with respect to this sale. None of the terms and conditions set forth herein shall be modified or waived except in writing, signed by the appropriate officer of CTBA SALES and the party affected thereby. CTBA SALES shall not be bound by any oral or written agreement between the buyer, Consignor or anyone else purporting to modify or change these conditions. CTBA SALES shall have no responsibility in regard to any such private agreement. Enforcement of any such private agreement shall be the responsibility of the parties to the agreement. If any provision or portion of these CONDITIONS OF SALE is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions or portions of these CONDITIONS, and they shall be continued and enforced as if such illegal or invalid provision or portion had never appeared.

SPECIAL PROVISIONS FOR HORSES OF HORSE RACING AGE

TWENTY FIRST: DEFINITION OF HORSE OF RACING AGE:

A horse of racing age is a horse which has reached the chronological age of twenty-four (24) months.

1. CONDITIONS REQUIRING DISCLOSURE FOR HORSES IN TRAINING OR HORSES WHICH HAVE STARTED.

Any horse of racing age as defined herein (1) which has undergone a posterior digital neurectomy (heel nerving) or cryosurgery; (2) surgical procedures for treatment of upper airway dysfunction such as, but not limited to, staphylectomy, myectomy or tenectomy; (3) is currently on Starter's Steward's or Veterinarian's list at a licensed racecourse; (4) is officially designated as a "bleeder"; or (5) which has an injury to or disease of the bone structure which, in the opinion of a veterinarian, would more likely than not have a material adverse affect on its suitability for racing must be so announced at the time of the sale.

2. REJECTION - NOTICE REQUIREMENTS.

a) With regard to item (5) above only, purchaser may elect to reject a purchase only upon compliance with the following procedure: (i) provide to CTBA Sales a written statement from purchaser requesting rejection within forty-eight (48) hours after the session in which the horse is sold and before the horse leaves the sales grounds, (ii) radiographs of the subject horse must be taken within forty-eight (48) hours after the session in which the horse is sold and before the horse leaves the sales grounds, (iii) and copies of the radiographs

together with purchaser's veterinary certificate ("Negative Certificate") containing a veterinary opinion describing the specific defect on which the rejection claim is based and that such defect will materially and adversely affect the horse's suitability to race.

b) Upon a notice of rejection consignor shall either accept rejection and return of the horse or deliver to CTBA Sales a veterinary certificate contrary to purchaser's certificate ("Positive Certificate"). The Positive Certificate must be received by CTBA Sales within twenty-four (24) hours of consignor's receipt of notice of the Dispute Certificate.

c) If and when CTBA Sales receives Negative and Positive Certificates regarding condition (21st) (1) (4), such dispute shall be adjudicated in the same manner as provided for in Condition Tenth, paragraph 1. The panel of three (3) veterinarians shall determine the validity of the buyer's claim for rejection of the subject horse within forty-eight (48) hours of receipt of the Positive Certificate by majority vote declaring that the horse either does or does not have an injury or disease of the bone structure which, more likely than not, would have a material adverse affect on its suitability for racing.

d) Rescission of sale shall be mandatory for items (1), (2), (3) or (4) at buyers option upon a showing of proof

of the existence of the condition to satisfaction of CTBA Sales.

3. MEDICATION - PROHIBITED SUBSTANCES

Any horse in this sale meeting the definition of a horse of racing age shall not receive administration of the following drugs, medications or substances within 72 hours of the sale; all substances classified as either Class 1 or 2 by the Association of Racing Commissioner International, furosemide (salix or lasix), all bronchodilators including but not limited to clenbuterol or alluteral, and any local anesthetics used for the purpose of blocking a joint.

a) Consignor agrees that CTBA Sales has the right, in its sole discretion, to conduct random drug tests upon any horse of racing age entered in this sale. In the event of a positive test confirmed by a split sample test, the horse shall be withdrawn from the sale with no return of entry fee or a purchaser shall have the right to rescind the sale as long as such right is exercised by giving CTBA Sales notice of rescission within twenty-four (24) hours of purchaser's notification of a positive test. In the event that the purchaser elects to rescind the sale, consignor shall refund any sales proceeds paid to consignor by CTBA Sales.



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