

Furthermore: Client represents and warrants the Mares shall be suitable for breeding and shall be free of all disease and illness at such time. Clients may use any of the unused straws upon written notification and acceptance of ELP on any of Clients other Mares provide that Client pays an additional \$5,500.00 Service Fee per Mare if a pregnancy/foal is achieved on any additional Mares. Client will not be able to register any resulting foals unless all fees are paid currant to ELP. In the event, additional frozen straws are needed to produce a live foal then Client may purchase additional straws at \$200.00 per straw plus shipping, handling until the live foals are achieved by the union of the Stallion and the Mares as stated in Paragraph II.

LIMITATION OF LIABILITY: ASSUMPTION OF RISK; INDEMNIFICATION AND LEGAL ACTION.

A. All special, incidental, and consequential damages, including, but not limited to, lost profits, are hereby excluded disclaimed and shall not be awarded or recovered by Client. In no event shall Client’s remedies exceed the amount of the fee paid for the service complained of.

B. As a condition precedent to any legal action by the Client, Client shall notify ELP in writing at least thirty (30) days in advance of initiating any legal action against the Released, or any of them, regarding or concerning, in whole or in part, the Horse, any of Client’s horses, the Agreement or any other claim against the Released. Within twenty (20) days of receiving such notice, ELP or any of the Released shall be entitled to require that such action be resolved by submission to binding arbitration before the American Arbitration Association (“AAA”), in accordance with the Rules of the AAA, with such arbitration to take place in San Francisco County, California. If ELP or any of the Released elects binding arbitration by ELP, the Released and Client to the fullest extent allowed by law, waives trial by jury or by court.

Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding the Horse, any of the Client’s horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction or the AAA (if ELP or the Released so elects) no later than one hundred twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorneys’ fees and costs, in addition to all other relief, through and including petitions and appeals.

VI. ACCEPTANCE. THIS AGREEMENT MUST BE SIGNED; BY THE CLIENT AND ELP AT THE TIME OF OR PRIOR TO TRANSPORTATION OF FROZEN STRAWS.

VII. ASSIGNABILITY. Client may not assign any right or delegate any duties under this Agreement without written consent of ELP, which may be withheld in ELP’s discretion. ELP may assign any right or delegate any duties under this Agreement upon written notice to Client. This agreement is non-transferrable and non saleable.

VIII. TAXES. Client shall pay for and shall indemnify and hold ELP harmless from any sales, excise, use or similar tax relating to the Horse or any of the Client’s horses, including and interest and penalty hereon.

IX. ENTIRE AGREEMENT: INTERPRETATION; CHOICE OF LAW; ETC. This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporaneous agreement between the parties. This Agreement may only be modified or amended in writing stating the modification or the amendment of this Agreement, which is signed by the Client and ELP. This Agreement shall not be construed against the ELP on the basis that ELP drafted the same. Headings are for the convenience only and are in part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the internal laws of the State of California of the United States of America.

THE CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

CLIENT SIGNATURE

ENZO LIMITED PARTNERSHIP

DATE

DATE