

FLORIDA HORSE PURCHASE AGREEMENT & BILL OF SALE

This Horse Purchase Agreement & Bill of Sale (the "Agreement") is entered into on this 19 day of April in the year 2025

1. PARTIES.

Seller's Name Lisa Hall (hereinafter
"Seller") Address 241 Murdock Way Greensburg PA 15601
Phone # 724 840 5757

and

Buyer's Name: Linda Toll (hereinafter
"Buyer") Address: 16260 Leggett Rd. Montville, OH 44064
Phone #: 440-655-4008

Seller and Buyer henceforth make up the "Parties" who, seeking a mutually agreed upon outcome of selling Seller's horse to Buyer, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to be bound by the following terms and conditions:

2. HORSE PURCHASED: Seller agrees to sell and Buyer agrees to buy the following horse:

Registered Name: Wotan van Nymphenburg (hereinafter
"Horse") Barn Name: Nemo

Sex: ☐ Mare ☒ Gelding ☐ Stallion

Color: chestnut

Date of Birth (DOB): 03/28/2011 or Estimated Age: 14 Sire:

Wolkenstein II Dam: Rocina

Markings/Scars:

Star, LF sock, RH sock USEF 6377094

Registration # if applicable: DE 431314406411

Jockey Club # if applicable: —

FEI Passport # if applicable: —

Other registration # if applicable: WDF: 1116050

Microchip # if applicable: 276020000042696

Tattoo/Brand if applicable: —

Location at time of sale: Loxahatchee FL

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3. PURCHASE TERMS

A. Deposit \$ _____ or ☒ None

Date Paid _____, 2025 or ☐ N/A

B. The Purchase Price of Horse is \$ 125,000 ("Purchase Price") which is the total amount due and payable on or before the execution date of this Agreement ("Purchase Date"). C. Upon Seller's receipt of the Purchase Price, this Agreement shall serve as the BILL OF SALE. D. Buyer shall pay Seller the Purchase Price via

☐ cash ☐ check ☐ cashier's check ☐ mobile app ☒ wire transfer

4. SELLER'S REPRESENTATIONS AND WARRANTIES:

A. Seller is the SOLE OWNER of Horse and has a legal right and title to enter into this Agreement. B. There is NO LIEN or encumbrance on Horse; Seller sells Horse to Buyer FREE AND CLEAR. C. Seller agrees to indemnify and hold Buyer harmless from any claim by third parties to a right of possession, encumbrance, lien, security interest, or title to Horse.

D. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE/PURPOSE. (INCLUDING SPORT OR DISCIPLINE). Seller highly recommends Buyer retain an independent, third party, professional trainer in Buyer's chosen discipline to evaluate the suitability of Horse for Buyer's skill level and intended purpose(s).

E. The purchase of Horse is subject to the terms and conditions of an "AS IS" sale. F. Seller has offered Buyer the opportunity to have Horse examined by a licensed veterinarian of Buyer's choosing (at Buyer's expense).

G. As required under FL Rule 5H-26.003(10), Seller hereby discloses Horse was subjected to the following treatment(s) within the last 7 days (check all that apply):

Extra-corporal shockwave therapy or radio pulse-wave therapy.

Acupuncture, electro-stimulation, or both, with the intent or effect of altering laryngeal function of the horse.

Internal blister or other injections behind the knee, which are intended to or which have the effect of concealing the true conformation of the horse.

The use of any electrical or mechanical device designed or used to shock or prod a horse for the purpose of increasing the horse's speed.

☒ NONE

H. Seller attests Horse has not been administered any sedatives or temporary analgesic medications or treatments within the last 7 days.

5. BUYER'S REPRESENTATIONS AND WARRANTIES:

A. BUYER HAS PERSONALLY INSPECTED HORSE and determined Horse is suitable for Buyer's skill level and intended purposes.

B. Buyer has retained an independent, third-party, professional trainer in Buyer's chosen discipline to evaluate the suitability of Horse for Buyer's skill level and intended purposes, or HEREBY WAIVE THEIR RIGHT TO DO SO.

C. Buyer warrants they have had Horse examined by a licensed veterinarian of Buyer's choosing via a comprehensive pre-purchase exam, or HEREBY WAIVE THEIR RIGHT TO DO SO.

6. TRANSFER OF OWNERSHIP: Ownership of Horse shall transfer from Seller to Buyer at the moment of Seller's receipt of the Purchase Price, IN FULL, from Buyer ("Transfer of Ownership").

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7. **TRANSFER OF DOCUMENTS AND FURTHER ASSURANCES.** Upon Transfer of Ownership, Seller shall provide Buyer with Horse's medical records, registration papers, and passports, if any. A. Horse's passport shall be handed out to Buyer's transport agent at handover. B. Seller shall promptly notify any organizations under which Horse is registered of Horse's sale to Buyer and provide whatever further assurances are necessary to register Horse in Buyer's name.
8. **TRANSPORT:**
A. Horse's transport shall be executed at Buyer's risk and expense.
B. Horse shall be collected by the transport agent as arranged by Buyer at:

9. **HORSE RISK OF LOSS:** Buyer assumes all risk of loss (including death) or injury to Horse from the moment of Transfer of Ownership. It is Buyer's responsibility to insure Horse prior to Transfer of Ownership and thereafter, if desired.
10. **ASSUMPTION OF PERSONAL RISK:**
A. Buyer hereby acknowledges equine activities are intrinsically dangerous and assumes all personal risks associated with the equine activities they voluntarily engage in, now and in the future, involving Horse.
B. Buyer assumes all risks involving Horse in any and all equine activities, and shall forever defend, indemnify, and hold Seller harmless from and against all claims, actions, judgments, settlements, damages, liabilities, costs and expenses (including court costs and attorneys' fees), third-party claims, and subrogated claims arising out of, resulting from, or in any way related to Horse or this Horse Purchase Agreement, to include Buyer's own property damage, personal injury, and death.
11. **MEDIATION AND ARBITRATION AGREEMENT:** If a dispute or controversy arises between the Parties regarding or in any way allegedly related to Horse or this Agreement that cannot be amicably resolved, the Parties freely and voluntarily agree to refer the dispute to a qualified mediator or arbitration before filing any judicial action. Parties to such mediation and/or arbitration reserve the right to appeal any decisions made under those proceedings.
12. **APPLICABLE LAW AND LEGAL FORUM:**
A. The Parties hereby agree that all parts of this Agreement shall be governed under the laws of the state of Florida and that all arbitration, mediation, and/or litigation arising out of or in relation to this Agreement must be settled in the state of Florida. Any judicial proceedings arising out of or in relation to Horse or this Agreement shall be heard in the General District Court or Circuit Court of Palm Beach County, Florida.
B. The Parties agree that, although Horse is currently internationally located in a country within the European Union, the United Nations Convention on Contracts for the International Sale of Goods and the laws of the European Union, particularly EU Directive 2019/771, are hereby excluded and shall not apply to this Agreement.
13. **ATTORNEYS' FEES:** The prevailing party of any judicial outcome has the right to recover costs and expenses, including court costs and reasonable attorneys' fees, resulting from mediation, arbitration, or judicial proceedings arising out of or in relation to this Agreement. In the event of a

settlement agreement; allocation of costs will be determined by the terms of that settlement agreement.

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14. ENTIRE AGREEMENT: The Parties hereby acknowledge their understanding and agreement that this document represents their entire Horse Purchase Agreement & Bill of Sale and is the final expression of all terms. Any oral representations, statements, or inducements not codified in this written Agreement are now null and void. All typed and handwritten inputs made herein shall be considered material to this Agreement. This Agreement may not be modified or amended in any manner whatsoever.

15. SEVERABILITY: If a Court determines any part of this Agreement is legally unenforceable, the entire remainder of this Agreement shall remain intact, enforceable, and in full effect. In lieu of that which is unenforceable, as similar terms as may be possible, legal, and enforceable shall be imputed to this Agreement in keeping with the Parties' intent.

16. CONTRACT EXECUTION: Buyer and Seller hereby execute this Horse Purchase Agreement & Bill of Sale as of the date first stated above.

FL Rule 5H-26.004(7) DECLARATION: As the person signing below on behalf of the Owner/Seller, I hereby confirm that I am the lawful Owner/Seller of this horse or the Owner's/Seller's duly authorized agent, and I am authorized to convey legal title to the horse pursuant to this Bill of Sale.

SELLER:

Sign:

Print:

Lisa Hall

Holly Renterwald

FL Rule 5H-26.004(8) DECLARATION: As the person signing below on behalf of the Purchaser/Buyer, I understand that any warranties or representations from the Owner/Seller of the Owner's/Seller's agent that I am relying upon in acquiring this horse, including warranties or representations with respect to the horse's age, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this Bill of Sale.

BUYER:

Sign:

Print:

Linda Toll

BUYER:

Sign:

Print: