

EXHIBIT A

Rate My Horse PRO



# SILVER CREEK FARMS

## Bill Of Sale

THIS AGREEMENT made and entered into by and between **Summer Stoffel**, of **Silver Creek Farms** in the County of **Tulsa** and State of **Oklahoma**, hereinafter called the Seller, and **Maggie Fullington** in the County of **Palm Beach** and State of **Florida**, hereinafter called the Purchaser.

WHEREAS, upon the terms and conditions hereinafter set forth the Seller is desirous of selling his/her horse named "**Apiro**", and the Purchaser is desirous of purchasing such horse.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, both parties agree as follows:

1. **Subject Matter of Sale.** The Seller agrees to sell, transfer and convey, and the Purchaser agrees to purchase from the Seller for the price and upon the terms and conditions hereinafter stated, the following horse, viz:

Apiro				Bavarian
NAME				BREED
Bay	16.3h	14 yrs	Stallion	DE 481 100640200
COLOR	HEIGHT	AGE	SEX	REGISTRATION NUMBER

2. **Inspection.** Purchaser further agrees and acknowledges that he has been afforded by Seller the opportunity to make a full and complete inspection of the horse, at Purchaser's expense, including arranging any veterinarian's prepurchase exam, and is freely satisfied with and aware of the physical conditions and limitations of said horse, and has executed this Agreement based upon his independent knowledge and not in any way in reliance upon representations or statements made by or on behalf of the Seller, his agents or employees, with respect thereto, except as contained herein.
3. **Purchase Price.** The total purchase price for the horse which is the subject matter of this agreement is the sum of ( \$ 100,000.00 ) and will be paid in full through breeding fees collected by the seller by no later than October 1, 2016. In the event where the stallion is injured, dies, or can no longer provide services, the buyer is still responsible for the balance owed. The purchase price also includes possession of frozen semen from Apiro being stored at Equine Reproduction.
4. **Payment of Purchase Price.** The purchase price shall be payable in cash, certified check or bank draft during the time of the contract period: October 28, 2014 – October 1, 2016. If buyer defaults in payment, the Seller has the right to reclaim possession and all payments previously made are non-refundable.
5. **Closing and Delivery.** Upon signing of contract, ownership shall be transferred to Purchaser, and complete and full responsibility of horse's care, board, veterinary expenses and full risk of loss of said horse and all other costs associated therewith shall be Purchaser's responsibility. Following signing of the contract, Purchaser may, at his option, obtain insurance on Horse which shall commence upon his ownership of Horse. At no time shall Seller be required to maintain insurance on said horse.
6. **Instruments of Transfer.** When signed by both Purchaser and Seller, this instrument shall convey good and clear title of the aforesaid Horse to the Purchaser. When payment is made in full, Seller will also endorse any registration papers and transfer same to Purchaser.
7. **Vet.** Purchaser acknowledges that he has the option to have a veterinarian of his choice provide a full prepurchase examination on horse. Seller may provide recommendations to Purchaser concerning the choice of a veterinarian. However, Purchaser understands that Purchaser has hired veterinarian to represent Purchaser, and that the veterinarian does not represent Seller or Seller's interests in this transaction, even though the same veterinarian may have represented Seller in previous matters.
8. **Inherently Dangerous Nature of Subject of Sale.** Purchaser understands and acknowledges that horses are inherently dangerous animals, that their behavior is unpredictable and that they may cause a serious injury to other people or

animals. Purchaser further understands and explicitly acknowledges that once a horse has been removed from Seller's premises, horse's behavior and personality may deviate from that which it manifest prior to purchase, and Purchaser understands that Seller cannot make and does not make any guarantees regarding the horse's behavior or personality or fitness or suitability for Purchaser's intended use.

9. Seller's Warranties, Representations and Covenants.

- A. The Seller has good and total ownership of the horse.
- B. Horse is sold "as is".
- C. Seller makes no representations, warranties, or guaranties concerning the health, fitness, degree of training, vices, behavior temperament, or suitability for Purchaser's expressed intended use.

10. **Refund.** Under no circumstances shall Purchaser return horse for refund or exchange, unless with prior written consent of Seller.

11. **Broker/Agent.** It is expressly understood and agreed between the parties that, in the event that any agent or broker shall be entitled to a commission as a result of the closing of this transaction, payment of such commission shall be the responsibility of the Seller, unless Purchaser has made his own arrangements with a broker/agent of his choice, in which case, Purchaser shall indicate below the name of said broker, and Purchaser shall pay broker directly.

N/A	N/A
Purchaser's Broker/Agent	Address

Furthermore, unless already identified above as Purchaser's broker, any and each broker is acting as agent for Seller only, and will in no case whatsoever be held liable to either party for the performance or nonperformance of any terms, covenants or conditions of this Agreement or for damages associated with the sale or purchase of said horse. Purchaser acknowledges that he has been informed by the broker that the broker makes no warranties or guaranties of any kind regarding the condition, value, soundness, level of training or health of Seller's horse.

12. **Prior Statements.** All representations, statements, and agreements heretofore made between the parties are merged in this agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for full inspection and examination of horse, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his/her behalf. Any alterations or amendments to this Agreement shall be made in writing and attached and made a part hereof.

13. **Arbitration.** In the event of a dispute between the parties, each party agrees to refer the matter to arbitration, and any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof.

14. **Miscellaneous.** The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, and successors and assigns.

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Oklahoma. The provisions and terms hereof shall survive the closing of this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same instrument, all as of the 25<sup>th</sup> day of September, 2014.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Summer Stoffel  
SELLER / AGENT (sign name)

Summer Stoffel  
SELLER / AGENT (print name)

M.M. Fullington  
PURCHASER / AGENT (sign name)

Maggie M Fullington  
PURCHASER / AGENT (print name)

EXHIBIT B

Rate My Horse PRO

Margaret M. Fullington  
13215 Running Water Rd  
West Palm Beach FL 33418



RE: Apiro Bill of Sale

Ms. Fullington,

I represent Summer Stoffel and Silver Creek Farms and have been asked to contact you. In approximately October 2014, you entered in to a contract where you purchased from Silver Creek a stallion named Apiro. In exchange for the stallion, you promised to pay Silver Creek Farms \$104,000.00.

I understand that you had viewed Apiro multiple times before the purchase. In addition, in the bill of sale, you stated that you had all opportunities to “make a full and complete inspection of the horse.” This shows that you were well-familiar with Apiro before the purchase. Further, you understood that neither Summer nor Silver Creek could “make any guarantees regarding the horse’s behavior or personality or fitness or suitability for [your] intended use.”

You also bought Apiro “as is” and agreed that neither Summer nor Silver Creek had made any “representations, warranties, or guaranties concerning the health, fitness, degree of training, vices, behavior, temperament, or suitability for purchaser’s expressed intended use.” Finally, you agreed that any necessary, prior statements were included in the bill of sale.

Despite all of these assurances and disclosures, it appears that you now aren’t happy with your purchase. It also appears that you have asked for a renegotiation of the contract and that you are refusing to pay unless you receive a new contract. On behalf of both Summer and Silver Creek Farms, your request for a renegotiation is declined.

I have reviewed the Bill of Sale, as well as various items of correspondence between yourself and Summer. The Bill of Sale is quite simple, specific, and has no subjectivity or refund clauses. In fact, the contract specifically states “Under no circumstances shall Purchaser return horse for refund or exchange, unless with prior written consent of Seller.” Further, you admit in your correspondence that you agreed to purchase Apiro for \$100,000.00, as well as agreed to a contract increase of \$4,000.00. Given this, the contract is enforceable in all respects and will be enforced as written.

At this point, I request verification that you will honor the agreement you entered in to with Summer and Silver Creek Farms. You can email me at [kmhunt@huntlawpllc.com](mailto:kmhunt@huntlawpllc.com) or call my office at 98-404-9325.

Thank you,

Kelly M. Hunt, Attorney



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Margaret Follington  
 13215 Running Waters Rd  
 W Palm Beach Fl 33418

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Handwritten Signature]*

B. Received by (Printed Name)

*[Handwritten Name]*  
 Addressee

C. Date of Delivery

*[Handwritten Date]*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®
- Registered
- Insured Mail
- Priority Mail Express™
- Return Receipt for Merchandise
- Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7014 2120 0004 2398 2654

PS Form 3811, July 2013

Domestic Return Receipt