



BILL OF SALE & AGREEMENT

THIS BILL SALE AND AGREEMENT ("Agreement") is made in entered into this ____ date of _____, 2004, by and between Anna Valley Farm ("Seller") to _____ (the "Buyer").

WITNESSETH:

WHEREAS, Sellers owns _____ (the "HORSE"),
and

WHEREAS, Seller desires to sell the HORSE to Buyer and Buyer desires to purchase of the HORSE from Seller, at the price and the subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Seller and Buyer to hereby covenant, represent and warrant as follows:

1. Sale and Purchase. Seller hereby sells and conveys the HORSE to Buyer and Buyer hereby purchases and acquires the HORSE from Seller, at the Purchase Price and subject to the terms and conditions hereinafter provided.

2. Purchase Price and Payment . The Purchase Price for the HORSE is _____ dollars (\$_____.____) which will be tendered to the Seller at the time this Agreement is fully executed by both Seller and Buyer.

3. The Delivery of HORSE. Seller shall deliver the HORSE to Buyer at the time of execution of this Agreement.

4. Veterinary Exam. At Buyer's option and prior to execution of this Agreement, Buyer shall have made arrangement for any type of veterinary exam. A veterinary exam shall be at Buyer's expense, and the results therefrom used to determine whether Buyer should purchase the HORSE.

5. Seller's Other Warranties.
Seller represents that he has full right, power and authority to sell the HORSE, and to grant, bargain, sell, assign transfer, convey and set over the HORSE unto Buyer.

Seller makes no other warranties, expressed or implied, including warranty of fitness for a particular purpose. Buyer purchases HORSE "As Is" and "Where Is" and understands the faults listed below, if any.

6. Taxes and Other Impositions. Seller shall be liable and shall pay (a) all taxes that may be due by reason of the sale and conveyance of the HORSE; and (b) all other taxes, expenses, assessments, charges and other impositions arising out of, or incidental to, the HORSE through the date this Agreement is signed by both Seller and Buyer.

7. Commissions. Seller and Buyer agree that no agent fees or commissions are due as a result of the sale and purchase of the HORSE.

