

LEASE AGREEMENT WITH OPTION

This lease is made May 1, 2021 by Don Stewart, Jr. (USEF#12442) of 949 SE 12th PL, Ocala, FL 34471, Donaldest1@gmail.com, 352 598 5206, for Valkiria Z LLC (USEF#5491696) of Old Brookville, NY (USEF#5491696) hereinafter referred to as "Lessor" and Katherine Myers Krier for Caroline Krier (USEF#5468282), a minor, of 15980 E Cattle Ave., Parker, CO 80134, rjkrier@hotmail.com, hereinafter, referred to as "Lessee". This Lease Agreement with Option ("Agreement") is entered into by Stewart warrants that he is the agent, for Valkiria Z LLC, of the horse and agrees to lease said horse subject to the following terms and conditions. The Parties agree as follows:

1. TERM

The term of this lease shall be for the period, commencing at the signing of this lease and ending August 1, 2021.

2. DESCRIPTION

This lease covers the horse described in this section below, hereinafter, the "horse":

Name: Caipi
USEF#: 5353118
Breed: KWPN
Color: Grey
Sex: Gelding
Age: 5/31/210
Microchip#: 93000120146012

3. PAYMENT

Lessee shall a pay fee of \$12,000.00 (plus insurance) payable upon execution of this lease. The commission is to be paid by Lessor.

CARE

During the term of this lease, Lessee shall provide and pay for all regular and emergency veterinary care and treatment, including, but not limited to, worming and immunization shots, farrier care, boarding and stabling, showing and the expenses related thereto. Said horse is to be under the care of Karen Cranham during the term of the lease. Lessee is responsible for all transportation costs involving the horse to and from the designated destinations.

5. LIMITATIONS AND USE OF HORSE

Lessee agrees NOT to use the horse for any purpose(s) other than those set forth herein:

Lessee agrees to bar any other riders except Lessee's Trainer, Riding Instructor, or other professional where appropriate. Lessee shall not have the right to relocate said horse without Stewart's express written permission except for usual and customary competition purposes.

Lessee shall not loan, lease, or otherwise transfer the horse, or any right in the horse, to any third party without the prior written consent of Stewart, which consent may be withheld in Stewart's sole discretion.

6. RISK OF LOSS AND INSURANCE N/A

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7. HOLD HARMLESS

Lessee agrees to hold Lessor harmless from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any accident, injury or damage whatsoever, however caused to any person or persons, or to property of any person, persons or corporations occurring during the term of this lease and arising out of the use or care of said horse. Lessor represents and warrants to Lessee that the horse has **NO** history of bad behavior, which might render the horse unsuitable during the term of the lease.

8. SOUNDNESS/FITNESS

Lessor represents and warrants to Lessee that the horse has no history of health or soundness issues, which might render the horse unsuitable during the term of the lease. ***Horse is in good health, and is serviceable for the use and term of this lease per Lessee's veterinary exam.***

Lessee agrees to keep the horse in good health, giving due consideration to hoof care, soundness, worming and reasonable and ordinary veterinary care.

If animal is to become unsound or unable to be ridden, Lessee is responsible for care and any and all related financial liabilities associated with said care, subject to the right of reimbursement pursuant to the insurance policy, until the veterinarian determines that the horse is capable of being safely transported back to the Lessor at the address designated for such purpose. Until such time, the Lessee agrees to maintain such responsibility for care and board. Upon such determination by the veterinarian, any and all responsibility of Lessee to provide care and board for the horse is over once said horse is returned to the care of the Lessor. Lessor may show said horse at no more than 18 shows in any 6 month period with a maximum number of 8 classes per show.

9. OPTION

Lessee has the option to continue leasing said horse for an additional:
\$15,000.00 every 3 months.

Lessor warrants that he owns the horse free and clear of all lien or encumbrances, that the horse has not been named in the filing of UCC Statement, and that he has the right and authority to execute this lease.

10. CHOICE OF LAW/FORUM SELECTION

The Parties hereby agree to that the laws of Florida shall govern this lease without reference to Colorado conflicts of law doctrine. Any disputes under or concerning this lease shall exclusively be determined in the Courts of the State of Florida, in either the County Court of Marion County, Florida, or the Circuit Court of Marion County, Florida.

11. ENTIRE AGREEMENT

This lease constitutes the entire agreement between the parties hereto, and shall not be amended except by written agreement of the parties.

THE PARTIES HERETO HAVE EXECUTED THIS LEASE ON THE DATE SET FORTH BELOW.

LESSOR

Don Stewart

5/1/21

LESSEE

Wm. M. M. M.

05.02.2021