

Belgian Horse Trading - Agreement with shared ownership / Part purchase.

- 1.** The BHT Auction (from now: auction) is organized by Belgian Horse Trading BV, with registered office: Leliestraat 37, 2860 Sint-Katelijne-Waver, Belgium, hereinafter referred to as BHT. Horses / ponies, foals, embryos, equipment associated with equestrian sport, transportation, horse care or trade are sold, hereinafter referred to as the “good”.
- 2.** All conditions regarding the auction remain in force. These conditions are extra, in case the horse to be auctioned is given the opportunity to buy part of the horse. It clearly states what% you could buy. In certain circumstances you have the right to choose either 100% of the good in question or x% of the good in question. In that case, when placing the bid, indicate that you explicitly make the choice to buy 100% or x%, where X can be: 10, 20, 30, 40, 50, 60, 70, 80, 90. In in that case the computer will propose a framework for you, in which you must also agree to place the offer and pay only x% in order to become x% shareholder. These additional conditions only apply if you purchase x% and not 100% of a particular item through BHT.
- 3.** If you would like to know in advance who would be the co-owner, you can send an email to info@belgianhorsetrading.com. That information will be faithfully delivered to you, and that information will be treated confidential . It is also important that you act in your own name when placing the bid.
- 4.** Once the horse/poney would be sold, and become your co-property, the horse or pony will stay and will be trained at Stal Ceulemans (= De Dwerse Hagen BV, working together with Spits BV), Hageweg 11, 2860 Sint-Katelijne-Waver, and will be ridden in competition by one of the riders of the team of Belgian Horse Trading or Stal Ceulemans. The horses are trained and managed professionally. The Ceulemans Stables team determines which showjumpings will be done, they will try to take into account possible recommendations or wishes of the co-owner. The co-owner is always informed of the competition schedule. If it's a competition where access bracelets are provided from the organization committee of that show, there are normally 2 bracelets per horse. If you do not own the full 100% of a horse, you can be sure of at least 1 bracelet that gives access tot he show and stable. A co-owner may request that his or her horse will be ridden with a saddle pad with his / her publicity. In addition to this publicity, it is also possible that advertisement of another company / co-owner/sponsor will be shown. When you buy x% from an embryo, everything will be done to take good care of the mare during pregnancy and afterwards to take good care of the foal. Ceulemans Stables or BHT cannot be held responsible for accidents, illness, abortion, injuries, etc. The team of Stal Ceulemans will take good care of the good and manage it as a good family man.
- 5.** If the purchased horse is a mare or approved stallion, agreements are also made with regard to the distribution of the semen/or transfer of embryos. For Stallions: The stud fee to be requested will be determined in consultation with the co-owners, but will be proportional to the current market prices for a stallion of that quality. The first 250 euros of the stud fee will go to the breeding station De Dwerse Hagen BVBA, for the costs of collecting and processing the sperm. The higher amount of the stud fee (excl VAT) is divided

between the co-owners according to their x% in ownership. In mares, only embryos are “produced” to be transferred, if this is possible with regard to the competition program. If the mare has got a fertile period, and when all circumstances on success seems to be good, the co-owner can try to produce an embryo. The right to produce embryos is in proportion to X% in ownership. If co-owners each have 50%, each has got the right in turn to produce an embryo. As long as the mare doesn’t suffer of it, the welfare of the horse has got priority. If one owner has 80%, the other 20%, then in principle one owner is entitled to 4 embryos, the other 1. Other agreements can be made among themselves. The person entitled to the embryo will bear all the costs of the veterinary guidance for AI, ET, the cost of the sperm, the cost of taking care of the surrogate mother. If there are agreements that an embryo may possibly remain in co-ownership, the costs / revenues will also be shared/taken into account in proportion.

- 6.** Costs for taking care of / riding the horse, will be invoiced monthly, with the request to the co-owner to make the payment for his part. If there is credit for the co-owner by obtaining prize money, selling sperm or embryo, this will also be paid every month after giving a summary.
- 7.** For horses / ponies, the first year includes insurance for mortality through Horse Insurance Catherine de Buyl. The commission of 4% is charged for this, cfr general conditions. Each co-owner is insured for the x% he / she owns. After one year, each co-owner decides whether he / she wishes to continue this contract and will pay the invoice for this. For embryos, different percentages apply to be insured. Please ask those conditions by mail; info@belgianhorsetrading.com.
- 8.** The costs of taking care/riding are charged by Stal Ceulemans, to the relevant owner for his / her part owned of the horse. The following amounts are exclusive of 21% VAT (if applicable) and apply to 100% of the horse. The costs for a foal till and including 3-year-old horse that can stand in a group together (big stable or prairie) are: 150 euros per month. In the case of an embryo, the cost of taking care of the mother is being charged. As long as the foal is 3 months or younger, only possible extra costs will be charged, 2x 150 euro for mother and foal from the moment the foal is older than 3 months. For all horses; all extra costs such as veterinary costs, deworming, costs for birth guidance, farrier, dentist, registrations for competitions or studbooks / confederation horse / KBRSF / FEI, ... are charged at cost price. If there are certain prizes, 50% of the prize money is distributed to the owners, 50% of the prize money is for the rider. As soon as the prize money of the horse exceeds 10,000 euros per year, 75% is distributed among the co-owners, 25% is for the rider. The costs for the care and riding of a competition horse are charged at 600 euros per month. The months that the horse works quietly, is in rehabilitation, is in a separate box, to be lunged, to be prepared for saddling, are charged at 500 euros per month.
- 9.** Until now, the terms where it is viewed as an investment have been discussed. A suffix “Invest +” is added to the horse to be auctioned.
- 10.** There is also another way of auctioning in co-ownership, with the suffix “Enjoy +”. Only this article 10 is important for those horses/ponies. In case of suffix “enjoy +”, it’s not really competition that is important, but more education/recreation. You buy x% in a horse or pony, which may also be used

to give lessons to third parties. The horse / pony can be used for at least 3 days at the riding school of Club Groentenjumping, where the horse/pony will do a maximum of 2 lessons per day. The co-owner may come and watch those lessons, to make comments and suggestions afterwards through the teacher, or the board of Club Groentenjumping. We ask not to approach directly the person who took the lessons, unless it is purely friendly. He or she also comes to relax, and the teacher wants to give the lessons in an educationally responsible manner. No additional tensions should be created by being a co-owner in a horse or pony. It would therefore be best not to come in those days and trust the teachers / board. These days of lessons to 3th parties are negotiated with co-owners by mutual agreement. The other 4 days the co-owner can ride, walk and compete with this horse. It is then asked to follow the guidelines of the teachers and, for example, not to start the horse or pony higher in courses than what the combination is ready to do at that moment. The co-owner/rider accept the conditions of the Club Groentenjumping. At least once a week, the buyer or his appointed rider will take 1 group lesson or private lesson. The cost of taking care in a box (straw, hay, food included) is 350 euros per month for a pony incl VAT, 400 euros for a horse incl VAT, of which x% is charged to the buyer for his x% ownership. Also the costs of blacksmith, veterinarian, dentist, deworming, vaccination, ... are charged at cost to the co-owners for their share. The costs of transport / inscriptions for a show are paid by the rider, who may also keep the prize money integral. If a pony / horse would stay in a prairie with shelter instead of a separate box, the cost for the maintenance of this horse / pony is 200 euros per month excluding VAT. This price also includes the possibility to use the accommodation. There is also the possibility to go for a walk, very easy to reach from the stable.

- 11.** The co-owners have the right of pre-emption if a third party is interested in buying the horse or pony. The co-owners are not entitled to sell their share of the horse / pony's property to a third party without the approval of the other co-owner. If the co-operation between the co-owners would be difficult, everything will be done to find an amicable solution, to get out of the impasse or the indivisibility. In any case, the welfare of the horse / pony comes first. If no solution is found to get out of difficult situation, the horse / pony will be offered for auction to BHT, within 2 months after the deadlock is clear. BHT will then do everything in its power to perform all actions necessary to achieve the highest possible value in the interest of the horse / pony. The co-owners accept the terms of BHT set for sellers, and each will bear their share of the costs, and will receive their proceeds from the sale, at x% in the ownership of the horse being sold.
- 12.** Sales and contracts for the services to be provided, co-ownership arrangements, are in accordance with Belgian law. In the event of any disputes, only Belgian law will apply and the courts of Mechelen will have exclusive jurisdiction to hear the disputes. In the event of a dispute, only the Dutch text applies. The translation of these auction conditions is purely informative.