

Agreement to Disbursement of Proceeds

The undersigned, being all parties who have filed a claim with Keeneland alleging the right to receive payment from the proceeds from the sale of Hip # _____ in the Keeneland _____ (provide sale/year) Sale ("Proceeds"), have reached an agreement as to how the Proceeds will be divided among them, and accordingly agree to the following division of the Proceeds after Keeneland and Consignor have deducted their commissions and customary expenses:

_____ from the Proceeds will be paid to Claimant A: _____

_____ from the Proceeds will be paid to Claimant B: _____

_____ from the Proceeds will be paid to Claimant C: _____

_____ from the Proceeds will be paid to Claimant D: _____

Keeneland has no duty, and expressly disclaims any duty, to make any independent determination of the validity and/or priority of claims to the Proceeds, and will disburse the Proceeds in accordance with this agreement of all interested parties. In the event any claimant unknown to Keeneland at the time of this agreement comes forth to make a claim to the Proceeds, Keeneland reserves the right to escrow all Proceeds in excess of Keeneland's commission and other charges pending agreement or judicial determination of priority thereto. Keeneland further reserves the right to file a complaint, including an interpleader action, to seek a judicial determination of the proper payout of the Proceeds. The undersigned agree to indemnify and hold Keeneland harmless from any loss that occurs as a result of the agreed disbursement as set forth herein. This agreement shall be used in an event a conflict arises regarding competing liens.

Agreed and Acknowledged:

_____: By: _____ Date: _____
(Claimant A) Signature

Print Name

Its: _____

_____: By: _____
(Claimant B) Signature

Print Name

Date: _____

(Claimant C) Its: _____
By: _____ Date: _____
Signature

Print Name

(Claimant D) Its: _____
By: _____ Date: _____
Signature

Print Name

Its: _____