

CLAIM TO PROCEEDS

Please email to dcase@keeneland.com or Mail to the address below:

Keeneland _____, 20____ Sale

Claimant: _____

Seller(s)/Owner(s): _____

Consignor(s): _____

Year _____ Hip _____ by [SIRE] out of [MARE], in foal to [STALLION]

Total claimed from proceeds:

\$ _____ or _____ % of proceeds, after sales expenses

Foal Share ____ Yes ____ No

Stallion Service Certificate delivered to Keeneland: ____ Yes ____ No

Jockey Club Registration delivered to Keeneland: ____ Yes ____ No

Comments: _____

By signing below, the undersigned represents and warrants the claim to proceeds above is a valid and legally enforceable claim with respect to the horse/hip number listed in the Claim Form. Further, by signing below, the undersigned acknowledges that Keeneland will not make a determination as to the validity and/or priorities of multiple claims to the proceeds and/or possession of Jockey Club documents. If there are conflicting claims to the proceeds, Keeneland will not make any distribution unless and until all claimants come to an agreement regarding the distribution of the proceeds. If the parties cannot reach an agreement, Keeneland will seek judicial action, should other efforts to resolve the issues not be successful, including but not limited to, filing an interpleader action in order to allow the appropriate court to resolve any issues regarding the validity and/or priority of all liens and interests in the proceeds and/or possession of Jockey Club documents. Furthermore, the undersigned understands and recognizes that by notifying Keeneland of its claims to the proceeds or Jockey Club documents, the undersigned does not create or perfect a security interest or agricultural lien pursuant to the Kentucky Revised Statutes or the federal Food Security Act.

By signing below, the undersigned agrees that a \$10 processing fee shall be deducted from the proceeds distributed to the undersigned as a result of this Claim. Provided, however, that if this claim to proceeds is submitted ten (10) business days prior to the first day of the sale in which the subject horse is to be sold, the undersigned agrees that a \$20 processing fee shall be deducted from the proceeds distributed to the undersigned as a result of this Claim. Provided further, that if the claim to proceeds is submitted after the sale in which the horse is to be sold begins, the undersigned agrees that a \$30 processing fee shall be deducted from the proceeds distributed to the undersigned as a result of this Claim.

Keeneland acknowledges that no processing fee shall be charged for any claim to proceeds pursuant to an order of a judicial court including, without limitation, a garnishment, execution, attachment or levy. Further, processing fees will not be assessed if the claim is satisfied/released, or if the horse is removed from the sale, or if the horse fails to meet its reserve.

The undersigned agrees to pay the aforesaid processing fees, and acknowledges that the aforesaid processing fees are reasonable. The undersigned further acknowledges and agrees that 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. Keeneland will notify Consignor of the claim and in the event Keeneland is not notified by Consignor or a claimant of any objection to the payment of a claim to proceeds prior to the date of distribution of the proceeds, or if all claimants come to an agreement regarding the distribution of proceeds, Keeneland will deliver checks to Consignor and claimants as applicable.

Claimant Signature: _____ Date: _____

Printed Name: _____ Contact Number: _____

Address: _____ Email: _____

City, State, Zip Code: _____

Keeneland Association
Attn: Sales Accounting - Debbie
4201 Versailles Road
Lexington, KY 40510