

## **Covid-19 Financing Package**

### Judge Lanier Racing LLC Complete Dispersal of Race Horses

Certain horses offered in the Judge Lanier Racing Dispersal will be eligible for an innovative financing package. The financing is a modified run-out agreement between the buyer and Judge Lanier Racing.

- 1) Buyer pays 20% of the purchase price down;
- 2) Balance is paid on a "run out" or from the winnings of the horse after purchase, divided 50-50 between buyer and seller until balance due is paid;
- 3) Buyer and seller remain 50-50 partners on the registration papers until total obligation to seller is met and then papers are transferred to the buyer 100%;
- 4) Seller will be "Authorized Agent" of the partnership and distribute to buyer his 50% of winnings until all obligations are complete;
- 5) In the event the horse is claimed, seller will receive the balance due on the purchase, and anything above amount due will be paid to buyer;
- 6) Financing is available only on purchases above \$5,000;
- 7) Balance in full must be paid on or before December 31, 2021.
- 8) **Horses must be paid for in full before leaving New Mexico.**

### **Procedure**

- Eligible horse must bring \$5,000 or more
- Buyer will pay the Transaction Fee based on the Final Bid Price
- Buyer must execute and notarize BOTH the Promissory Note and Authorization of Agent documents.
- Documents must be returned to ThoroughbredAuctions.com by Monday, September 28, 2020
- **Buyer must pay 20% of the Final Bid PLUS the full Transaction Fee by Monday, September 28, 2020**

## COVID-19 FINANCING AGREEMENT

THIS AGREEMENT is entered into by and between \_\_\_\_\_, BUYER

whose address is \_\_\_\_\_ and

JUDGE LANIER RACING, LLC, SELLER, whose address is, PO Box 469, Fort Sumner, NM 88119.

The principal amount of this note is \_\_\_\_\_.

SELLER acknowledges receipt of \$\_\_\_\_\_ which represents a down payment of twenty percent (20%) of the total purchase price for a Thoroughbred horse named \_\_\_\_\_, purchased this date through ThoroughbredAuctions.com.

### Terms of Payment.

- 1) Payments shall be made by BUYER from one-half (1/2) of all earnings by the above named horse to SELLER until the entire balance due is paid.
- 2) BUYER and SELLER will remain equal partners, each owning fifty percent (50%) of said Thoroughbred horse until the total obligation to the SELLER is paid, and then and only then will the Jockey Club Registration papers be transferred to BUYER as one hundred percent (100%) owner.
- 3) BUYER shall be solely responsible for one hundred percent (100%) of all expenses, including but not limited to, training, feed, horseshoeing, freight, veterinary and any other expense incurred in by the BUYER in relation to the above named horse.
- 4) SELLER shall act as "AUTHORIZED AGENT" for the partnership in all monetary dealings and disputes, and will distribute to BUYER his/her fifty percent (50%) of winnings when received. BUYER shall execute the New Mexico Racing Commission "2020 AUTHORIZED AGENT APPOINTMENT" simultaneously with this agreement, and said appointment shall become part and parcel of this agreement.

5) In the event the above named horse is claimed, SELLER will receive the balance due on this note, and any monies above that amount will be paid to BUYER.

6) In the event the BUYER sells his fifty percent (50%) of above named Thoroughbred horse, the entire balance of this note shall become due and payable.

7) If the above named Thoroughbred horse becomes injured, disabled, or otherwise unable to race, or dies, the balance of the note shall become due and payable.

8) Balance in full must be paid on or before December 31, 2021.

**9) Horses must be paid for in full before leaving New Mexico.**

If BUYER defaults in the payment of this note, SELLER may declare the unpaid principal balance on the note immediately due. BUYER and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by the laws of the State of New Mexico.

A default exists under this note if (1) BUYER fails to timely pay or perform any obligation or covenant in any written agreement between SELLER and BUYER; (2) any warranty, covenant, or representation in this note or in any other written agreement between SELLER and BUYER is materially false when made; (3) a receiver is appointed for BUYER, or any property on which a lien or security interest is created as security for any part of this note; (4) a bankruptcy or insolvency proceeding is commenced by BUYER, or a partnership of which BUYER is a general partner; (5) BUYER or a partnership of which BUYER is a general partner begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of BUYER or a partnership of which BUYER is a general partner.

BUYER also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. BUYER will pay SELLER these expenses which will become part of the debt evidenced by the note and will be secured by any security for payment.

When the context requires, singular nouns and pronouns include the plural.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
PRINTED NAME

STATE OF \_\_\_\_\_ }  
  }  
COUNTY OF \_\_\_\_\_ }

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

### 2020 AUTHORIZED AGENT APPOINTMENT

AN APPOINTMENT OF AN AUTHORIZED AGENT FOR ONE CATEGORY OF ACCOUNT MAY NOT BE UTILIZED TO FORM AN AUTHORIZED AGENT FOR ANY OTHER ACCOUNT. A SEPARATE AUTHORIZED AGENT FORM MUST BE SIGNED BY ALL OWNERS FOR EACH SEPARATE AND DISTINCT ACCOUNT.

Name of Agent to be appointed: Tom McKenna Authorized Agent License # \_\_\_\_\_

Authorized Agent for (Check One)  Individual  Multiple Owners (See \*\*)  Corporation  Stable Name: \_\_\_\_\_ (See \*\*)

\*\*Please list all Owners here: \_\_\_\_\_  
\_\_\_\_\_

Based on track policy, checks will not be distributed to each individual owner listed. The bookkeeper will only distribute checks to the Principle Owner (et al) of a Stable/Partnership OR the Authorized agent as designated by this form.

The listed Authorized Agent above may conduct the following:

- Claim Horses in my/our name
- Buy Horses without written consent
- Receive checks made payable to me/us
- Have checks made payable to himself/herself from my/our account
- Sell Horses without written consent
- Transfer Horses without written consent
- Direct Transfer Money in my/our account

I hereby appoint the person indicted above to act for me on matters relating to my race animals in accordance with New Mexico Racing Commission Rules. I assume full financial responsibility for the acts of my Authorized Agent in connection with this appointment. In granting this authority, I release the New Mexico Racing Commission from any liability or responsibility for any misuse of the authority or misappropriation of any funds on the part of my appointed Authorized Agent. I understand that changes in the Authorized Agent's powers or revocation of an Agent's authority shall be in writing, notarized and shall be filed with the New Mexico Racing Commission and the Horsemen's Bookkeeper. I understand all appointments expire December 31 of calendar year appointed. A new appointment form will be needed for continued authorization.

Print Name \_\_\_\_\_ License # \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_ Approved by \_\_\_\_\_ (NMRC ONLY)

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC