

Vermiculus Syndicate Agreement

Mission Statement:

The goal of the Vermiculus Syndicate is to allow its members to enjoy the thrill of owning and participating in an international quality three-day event horse at a fraction of the cost of individual ownership. This syndicate will enable Vermiculus to compete nationally and internationally with rider Lauren Kieffer as they aim for team championships- 2015 Pan Am Games, 2016 Olympic Games, and 2018 World Equestrian Games, and for national and international three day events. As such, the focus of the syndicate will not be a future sale, but the continued support of Vermiculus in his training and competitive activities. Members will be able to experience close involvement in the sport as a supporting part of Lauren Kieffer and Vermiculus. Note that the value of Vermiculus will increase over time and should the horse be sold, the value of each share should increase accordingly.

1. Establishment and Maintenance: Ten syndicate shares of US\$2,000 per share will be made available to interested parties. With the acceptance of this agreement, each member shall adhere to the following processes and requisites.
 - a. Each shareholder will also submit a quarterly, fixed maintenance fee of US\$750, due as of the date of joining the syndicate and every three months after, made payable to Lauren Kieffer. All funds will be deposited and used to offset expenses accrued while competing and training. The great thing about this system is that you don't receive any monthly bills, and there is a cap on your annual expenses.
 - b. Communication among shareholders will be facilitated by Lauren Kieffer and will include wellness, competition and financial reports on a regular basis.
 - c. Shareholders are granted the right to visit Vermiculus wherever he is stabled provided that reasonable effort has been made to notify Lauren Kieffer in advance, and provided that stabling is open to the public.

2. Reassignment or Sale of Share(s): In the event that a syndicate member desires to sell their share(s) all efforts will be made to help find a buyer for the share(s) at a price of the shareholders' choosing. Lauren Kieffer will assist in valuing Vermiculus at the time in question. This syndication agreement establishes no incentives or guarantees for profit-making or profit-sharing or potential sale of individual shares and will provide no reimbursement for pre-paid annual expenses, payment for which must be maintained until any and all available shares have been fully reassigned. If the quarterly maintenance fee is not paid by one month after the date due the shareholder forfeits their share(s) in full to Lauren Kieffer.

3. Accounting and Expenses: Shareholders will be responsible for the full quarterly

maintenance fees regardless of actual initiation or termination dates. A monthly accounting of expenses will be presented by invoice. At the end of each calendar year any monies in excess of annual expenses will be maintained in the same account for future use for Vermiculus.

4. Care, Custody and Control: Lauren Kieffer will assume all responsibilities for the care, custody and control of Vermiculus, including his day-to-day maintenance and management. After consultation with shareholders, final decisions on competition scheduling will also be handled by Lauren Kieffer. Information will be posted and frequently updated on www.laurenkieffer.com.

5. Prize Money: In the event that Vermiculus earns prize monies or appearance fees through participation in competitions, exhibitions, endorsements, demonstrations or any other fee-earning activity, the total amount will be divided by the number of shareholders and distributed equally within thirty (30) days of receipt.

6. Contingency Planning: This syndication agreement recognizes and requires shareholders to accept that unforeseen and sometimes tragic events can occur in equestrian sports.

a. Should such tragedy occur necessitating euthanasia for Vermiculus, shareholders will hold harmless Lauren Kieffer for any losses incurred therein.

b. In the event that Vermiculus sustains an injury or illness which forces his permanent retirement or semi-retirement, no reimbursement to shareholders will be guaranteed and no shares will be sold or reassigned. All efforts will be made to find a suitable retirement facility, upon which ownership will be transferred to the retirement facility unless otherwise agreed to by unanimous support from shareholders.

c. In the event that Lauren Kieffer becomes unable or unavailable to manage and ride Vermiculus the syndicate agrees to accept his designated replacement, to be determined by both the shareholders and Lauren Kieffer. All terms and conditions of syndication will continue to apply, except for reasonable modifications unanimously approved by the shareholders.

d. In the event that the syndicate should be terminated based on the sale of Vermiculus, each shareholder will receive 1/10th of the funds which remain for each share held.

e. This agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia in the United States of America.

Member Contact Information:

Name and Mailing

Address _____

Phone _____

Email _____

Signature of New Syndicate Member

Date _____

To complete this agreement, please fill out the form above. Include with it a check or cash for US\$2,000 made out to Lauren Kieffer, and a second check for the first quarter's maintenance fee of US\$750 also made out to Lauren Kieffer with "Vermiculus Expenses" in the memo line.

Mail this agreement and both checks to Lauren Kieffer 630 East 7th St, Mount Carmel, IL 62863

If you have any questions please don't hesitate to contact me:

Lauren Kieffer

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laurenbkieffer@hotmail.com