

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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BROOKE CENTRELLA)
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Plaintiff(s),)
)
vs.)
)
)
DR. CESAR PARRA and PIAFFE) Civil Action No. 2:24-cv-00279
PERFORMANCE, INC.)
)
Defendants(s)) **AMENDED COMPLAINT**
)
.....)

Plaintiff Brooke Centrella, by its undersigned counsel, as and for its Amended Complaint against Defendants Dr. Cesar Parra ("Parra") and Piaffe Performance, Inc. ("Piaffe") alleges as follows:

PRELIMINARY STATEMENT

1. In and around the year 2000, the Plaintiff met the Defendant Parra in his capacity as a trainer of horses and their riders in the riding discipline of dressage.
2. The relationship between the Plaintiff and Defendant Parra grew over time. The Plaintiff boarded here horse with the Defendants and trained with the Defendant Parra on almost a daily basis.
3. The relationship between the Plaintiff and Defendant Parra grew beyond a relationship of student and trainer. The relationship grew so that it

was common for the Plaintiff and Defendant Parra to socialize outside of his training her and her horse and in 2002 the Plaintiff and Defendant Parra began to dine together at restaurants or at their respective homes. The Plaintiff was invited to the Defendant Parra's daughter's wedding and to a birthday party at the Defendant Parra's home. When Defendant Parra had difficulty obtaining his Permanent Resident Card, commonly referred to as a "Green Card," for himself and his family, the Plaintiff's father intervened on his behalf and assisted in obtaining Green Cards for Defendant Parra and his family. Further, Defendant Parra invited the Plaintiff to accompany him on a trip to Germany with another young female rider client so that the client would have a companion for the trip. The time spent by the Plaintiff with Defendant Parra, both as her trainer and socially, served to significantly enhance the trust she had with Defendant Parra. For more than ten years, the Plaintiff retained the Defendants to provide a variety of equestrian services, including training the Plaintiff and her horses, finding horses for the Plaintiff to purchase, and stabling and caring for the horses owned by the Plaintiff.

4. Defendant Parra functioned as the Plaintiff's agent with respect to all things equestrian, including the selection of horses for the Plaintiff to purchase, horse shows in which the Plaintiff would compete, and the general care and maintenance of her horses. Over the duration of the relationship between the Plaintiff and Defendant Parra, the Plaintiff paid the

Defendants several hundreds of thousands of dollars in training, board fees, show fees and commissions. Accordingly, the Plaintiff trusted Defendant Parra to act in her best interests. As the Plaintiff's agent, Defendant Parra was a constant presence and trusted advisor.

5. In and around the Fall of 2014 Defendant Parra, individually and upon information sufficient to form a belief, upon behalf of Defendant Piaffe, approached the Plaintiff about purchasing a young horse, Belle Ami (hereinafter "Belle"), Defendant Parra had found in Germany that he said would be perfect for her. Defendant Parra told the Plaintiff that the purchase price for Belle, including all costs, was \$258,150.00. Defendant Parra further represented to the Plaintiff that even though Belle was only six years old and had only begun her training, she had the ability to be a Grand Prix horse and that the purchase price was fair and appropriate. At that time, Defendant Parra knew that it was the Plaintiff's hope to qualify for the Pan American games and Defendant Parra, individually and on behalf of Defendant Piaffe, presented Belle as a horse capable of qualifying for the games. Knowing that the Plaintiff could not afford a horse at that price, to further induce the Plaintiff to purchase the horse, Defendant Parra, individually and on behalf of Defendant Piaffe, agreed to pay 50% or \$125,000.00 for a 50% interest in the horse. As additional inducements to the Plaintiff to purchase the horse, Defendant Parra, individually and on behalf of Defendant Piaffe, said that the

Plaintiff would have the right to purchase Defendant Parra's, and/or Defendant Piaffe's interest in the horse at any time at the same price the Defendants would pay for their interest in the horse. Defendant Parra, individually and on behalf of Defendant Piaffe, represented to the Plaintiff that as the horse matured it would increase in value to the point where it would be worth as much as \$650,000.00. Based upon the trust that had been created over the years from her relationship with Defendant Parra, and the belief that as her agent he would always act in her best interest, the Plaintiff accepted, at face value and without requiring verification, the representation of Defendant Parra's, individually and on behalf of Defendant Piaffe, representations regarding the price for Belle and that she was a perfect horse for her.

6. The Plaintiff could not afford to purchase Belle at that price on her own, so she asked her father to assist in purchasing Belle. Defendant Parra repeated the representations he had made to the Plaintiff, to the Plaintiff's father. At a dinner in and around November 2014 the Plaintiff and Defendant Parra, individually and on behalf of Defendant Piaffe, finalized the purchase of Belle. At that dinner, Defendant Parra once again repeated his belief to the Plaintiff that Belle would be a great horse and a great investment. Defendant Parra, individually and on behalf of Defendant Piaffe, assured the Plaintiff that Belle would increase in value with his training, and that she would eventually be worth \$650,000.00. Defendant Parra repeated the prior

representation he had made to the Plaintiff and the Plaintiff's father, that Belle was of such a high quality that qualifying for the Pan American games was possible. The Plaintiff's father stated to Defendant Parra that, despite the fact that Belle was still in Germany and could not be seen or ridden by the Plaintiff prior to the purchase, his trust and confidence in Defendant Parra was such that he believed the representation of Defendant Parra, individually and on behalf of Defendant Piaffe, regarding Belle to be true and, therefore, was willing to contribute \$129,150.00 towards the purchase of Belle, sight unseen. Simply put, relying completely on Defendant Parra, individually and on behalf of Defendant Piaffe, the Plaintiff agreed to purchase Belle. The Plaintiff's father prepared a letter agreement dated December 14, 2014, memorializing the terms of the agreement with the Defendants for the purchase of Belle, a copy of which is attached hereto as "Exhibit A."

7. Over the succeeding years Defendant trained both Belle and the Plaintiff and the Plaintiff competed Belle. In 2018 the Plaintiff advised Defendant Parra that she would be exercising her right to buy out the 50% interest of Defendant Parra, and/or the interest of Defendant Piaffe's in Belle for the agreed upon price of \$125,000.00 and that her mother, Gayle Feldman (hereinafter referred to as "Feldman"), would provide the funds for the purchase. Defendant Parra, individually and on behalf of Defendant Piaffe, restated the statements he had made to the Plaintiff regarding the quality and

value of Belle to Feldman. Based upon the Defendants' reassurance to both the Plaintiff and Feldman, that Belle could be sold for \$650,000.00, the 50% interest of Defendant Parra, and/or Defendant Piaffe, in Belle was consummated. As agreed by the Defendants, Feldman made five (5) payments of \$25,000.00 each to the Defendants over the course of 2018, with the final payment being made on or about October 2018. Upon the final payment being made to the Defendants, the Plaintiff and Feldman requested bills of sale for both their purchase of the Defendants' 50% interest in Belle and for the original purchase from the seller in Germany, as well as copy of the contract with the seller in Germany and Belle's passport. In accordance with Exhibit "A," the December 19, 2014, agreement, the Defendants were required to provide these documents to the Plaintiff. Despite repeated requests for these documents, Defendant Parra, individually and on behalf of Defendant Piaffe, refused to deliver the requested documents, including a Bill of Sale from the Defendants to the Plaintiff or any other documents related to the original purchase in 2014 and the purchase of the Defendants' interest in 2018.

8. Over several years the Plaintiff repeatedly asked Defendant Parra, individually and on behalf of Defendant Piaffe, for the Bill of Sale, passport, and other documents and though he would say Defendant Parra would be giving them to the Plaintiff, he never did.

9. In the absence of a Bill of Sale proving that the Plaintiff is the legal

owner of Belle, the horse cannot be sold. The lack of a Bill of Sale coupled with the fact that the Plaintiff has no proof or bill of sale from the person that sold the horse to the Plaintiff and the Defendants to establish that he was the lawful owner of the horse, makes the sale of the horse by the Plaintiff impossible.

10. Since the horse cannot be sold, Belle has no present value and, at the very least, the Plaintiff has suffered a loss of the entire original purchase price.

11. In attempting to calculate the amount of money the Plaintiff has lost because the horse is unsaleable, one must remember that the initial cost of Belle was \$258,000.00 when she was a young unproven horse competing at the lower levels of dressage. Belle's last competition was at the international level of Prix St, George, and Defendant Parra, individually and on behalf of Defendant Piaffe, on several occasions represented to the Plaintiff that the horse would be worth as much as \$650,000.00.

12. The Plaintiff's concern and belief that Defendant Parra, individually and on behalf of Defendant Piaffe, misrepresented the price and value of Belle arose shortly after she left boarding with the Defendants in 2021.

13. After the Plaintiff left the Defendants in the Fall of 2021, the Plaintiff began to actively try to sell Belle. However, prior to putting her on the market in order to be able to establish a realistic asking price, the Plaintiff spoke

with several friends who she considered to be knowledgeable horse people as well as several trainers who Plaintiff knew were very active in buying and selling horses similar to Belle for their clients. Understandably the price the Plaintiff had paid for Belle came up in most of those conversations.

14. With the knowledge of her breeding and age at the time of purchase, in nearly every instance the reaction to the price the Plaintiff had paid for Belle was astonishment and disbelief. Most of the people the Plaintiff spoke with were clear in their belief that the price for Belle was unquestionably unreasonable. Several of the people who expressed their opinion about the price also said that the Plaintiff probably was lied to about the price.

15. At this point, the Plaintiff had very serious doubts as to whether or not Defendant Parra, individually and on behalf of Defendant Piaffe, had been honest with her about Belle's price. Hoping to resolve her doubts, the Plaintiff reached out to Katie Riley, who had been the Defendant Parra's assistant for many years and another of the Defendant Piaffe's trainers, Roberto Brasil. Both Katie and Roberto had been working for the Defendants at the time Belle was purchased. The Plaintiff sought them out to ask them if they knew anything about the purchase of Belle. Though they were both very polite they made it clear to the Plaintiff that they each were required to sign non-disclosure and non-disparagement agreements with the Defendants and could not discuss Belle. Nevertheless, when the Plaintiff shared her concerns with both of them

about the price the Plaintiff had paid for Belle, the impression the Plaintiff got from both of them was that they were not surprised by the Plaintiff's doubts. The Plaintiff commented to both of them that the Plaintiff found it odd that a horse trainer like Defendant Parra and a horse business like Defendant Piaffe would require employees to sign non-disclosure and non-disparagement agreements. In fact, the Plaintiff recalls saying to both of them words to the effect: "What is he trying to hide?" They reacted by more or less shrugging their shoulders.

16. What is more disturbing than the Defendants refusal to give the Plaintiff the Bill of Sale is the fact that Defendant Parra, individually and on behalf of Defendant Piaffe, has continued to represent himself and/or Defendant Piaffe publicly as a co-owner of Belle, and they continue to do that to this day. Subsequent to the sale of their ownership interest in Belle to the Plaintiff, from the date the sale was completed, October 2018 up through the present day, Defendants continue to represent Defendant Parra, individually and on behalf of Defendant Piaffe, as a co-owner of Belle at numerous times and in various venues. Defendant Parra presently represents himself to be a co-owner of Belle with the United States Equestrian Federation, the United states Dressage Federation, on the Defendants' website and various publications and in articles written about both Defendants and their horses.

17. The most egregious and shameful misrepresentation of ownership of Belle occurred at the Dressage at Devon Horse Show (hereinafter "Devon") in 2021.

18. The Devon Horse Show is considered by many in the sport as the most prestigious dressage show in the United States.

19. In 2021 Defendant Parra competed at the Devon Horse Show with Belle against the Plaintiff's specific instructions that he was not to compete Belle.

20. The Plaintiff told Defendant Parra that he was not to compete with Belle at Devon, in part, because the horse was suffering from an injury caused by Defendant Parra at the horse show prior to Devon.

21. Defendant Parra ignored the Plaintiff's directive and competed her horse at Devon.

22. At first it appeared he had achieved great success placing first in the FEI Intermediate I (COB) Small Tour A and first in the FEI Intermediate Freestyle (CDI3) Small Tour A and third in the FEI Grand Prix Saint Georges CDI3 (Small Tour A).

23. Immediately after his success Defendant Parra, individually and on behalf of Defendant Piaffe, used his success at Devon to aggressively market himself as a trainer and rider and marketed Defendant Piaffe.

24. Defendant Parra's success at Devon was short lived.

25. On December 9, 2021, Defendant Parra received a notice from the Federation Equestre Internationale, which is the international governing body for all equestrian sports and is the governing body for Devon since it is considered an international horse show.

26. The letter that Defendant Parra received advised him that he had been disqualified from the three classes in which he competed, and he had forfeited his awards, prize money and fines of CHF 1,500 and costs of CHF 1000 had been imposed upon him.

27. The basis for Defendant Parra's disqualification was that Defendant Parra had administered a banned substance into Belle to mask the pain from an injury to her mouth. The banned substance was benzocaine.

28. The disqualification of Defendant Parra was not made known to the Plaintiff and the public nor was it disclosed in any form of media dedicated to the sport of dressage.

29. Since Defendant Parra's disqualification was not made public, Defendant Parra, individually and on behalf of Defendant Piaffe, kept the disqualification a secret and the Defendants kept the disqualification a secret for two years.

30. During the two years the disqualification was unknown to the dressage community, Defendant Parra would boast about his success at Devon and use it to obtain clients and promote himself.

31. Unfortunately, the FEI did nothing to confirm that Defendant Parra complied with its sanctions, which is one of the reasons Defendant Parra, individually and on behalf of Defendant Piaffe, was able to conceal the disqualification.

32. Defendant Parra did not return the prize money; did not return the awards he received and did not pay the fine or the costs imposed upon him.

33. Defendant Parra, individually and on behalf of Defendant Piaffe, continued to lie to the dressage community and continued to comport himself as if he had won the classes from which he was disqualified.

34. Defendant Parra's sham was eventually disclosed during the course of litigation that he initiated against the Plaintiff.

35. The expert appraiser who the Plaintiff retained in researching the competitive history of Belle uncovered Defendant Parra's disqualification at Devon.

36. His disqualification was revealed to the entire dressage community through an article published on July 31, 2023, written by Nancy Jaffer, a well-respected equine journalist.

37. The condemnation and criticism of Defendant Parra was well documented on social media, such as Facebook.

38. Unfortunately, the false representations Defendant Parra made on his behalf as well as the behalf of Defendant Piaffe as a training facility, had an

effect on the value of Belle.

39. The horse's ability and value suffered since her talent was now in question and it was unknown whether the horse's success was due to the banned substance or the horse's ability.

40. As a member of the dressage community for more than 20 years, it is the Plaintiff's belief that a horse's value is considerably reduced if it is known by a potential purchaser that the horse has been disqualified. It is a stain on the horse's record and the circumstances of the disqualification may not be known to a prospective purchaser since once they learn a horse has been disqualified at a horse show they investigate no further. The Defendants' published lie that Defendant Parra, individually or on behalf of Defendant Piaffe, is co-owner of Belle has been done by the Defendants with the knowledge that it was a lie and was done with the knowledge that the lie would damage the Plaintiff in that she cannot sell Belle. The Plaintiff believes that the amount of damage she has suffered can be no less than the purchase as represented by the Defendants.

FIRST COUNT

BREACH OF CONTRACT

41. The Plaintiff and Defendant Parra, individually and on behalf of Defendant Piaffe, entered into a contract dated December 20, 2014, previously marked Exhibit "A," whereby the Plaintiff was given the right

to purchase Defendant Parra's, and/or Defendant Piaffe's 50% interest in the horse "Belle Arni" at the original purchase price paid by Defendant Parra, and/or Defendant Piaffe for the 50% ownership interest in Belle.

42. Pursuant to the foregoing contract in and around October 2021 the Plaintiff had completed the payment of five payments each of \$25,000, totaling \$125,000.00 thereby, pursuant to the Agreement of December 20, 2014, she had performed all of the acts necessary to acquire the Defendant's 50% ownership of the horse Belle.

43. Notwithstanding the payment in full of all the money Defendant Parra, and/or Defendant Piaffe was entitled to receive for the 50% interest in Belle, and notwithstanding Defendant Parra's, and/or Defendant Piaffe's obligation to provide the Plaintiff with a Bill of Sale and other documents confirming the payment in full of all the money due for sale and transfer of the 50% ownership in Belle held by Defendant Parra, and/or Defendant Piaffe, the Defendants breached their agreement with the Plaintiff in that they did refuse to provide such Bill of Sale and documents and continues to refuse to provide the Plaintiff with a Bill of Sale and related documents to which the Plaintiff is entitled to receive. The Defendants' action constitutes a breach of the December 20, 2014, agreement and as a consequence of the Defendants' breach the Plaintiff

has suffered damages.

44. WEREFORE, the Plaintiff demands judgment against the Defendants requiring the Defendants to deliver a duly valid and properly executed Bill of Sale transferring the Defendants' 50% interest in Belle Ami to the Plaintiff, together with the Bill of Sale, if any, that the Defendants received when Belle Amie was purchased in Germany in 2014, such other documents, including the passport for Belle Amie, that are customarily provided to a purchaser of a horse such as Belle Amie from a Seller, and awarding damages as permissible by law, including, but not limited to (a) the damages suffered by the Plaintiff, including but not limited to the monies lost by the Plaintiff as a consequence of the Defendant's breach of the December 20, 2014, agreement and the actions rendering the horse unsaleable and, therefore, worthless, and for incidental and consequential damages, prejudgment interest and such other and further relief as this Court deems just and appropriate.

SECOND COUNT

FRAUD

45. The Plaintiff realleges and incorporates by reference all paragraphs set forth above, as if said paragraphs were set forth herein in their entirety.

46. As detailed above, notwithstanding the purchase of the

Defendants' 50% interest in Belle by the Plaintiff in October 2021, thereby making the Plaintiff the sole owner of Belle, the Defendants continue to fraudulently represent Defendant Parra, and/or Defendant Piaffe to be a co-owner of Belle in the records of national and international organizations that oversee the sport of dressage, in publications and various outlets of social media, on their website and in marketing materials and other means by which it is falsely represented that Defendant Parra, and/or Defendant Piaffe to be a co-owner of Belle. Such fraudulent representation has damaged the Plaintiff in that she is unable to sell Belle since she is unable to prove ownership of Belle without a Bill of sale.

47. WHEREFORE, the Plaintiff demands judgment against the Defendants awarding damages as permissible by law, including but not limited to (a) the monies lost by the Plaintiff as a consequence of the Defendant Parra's misrepresenting himself or Defendant Piaffe to be a co-owner of Belle and by Defendants' failure to deliver a Bill of Sale and other documents related to Belle upon receipt of payment in full for Defendants' 50% interest in Belle as mandated by the Agreement dated December 20, 2014 by and between the Plaintiff and Defendant Parra, individually or on behalf of Defendant Piaffe, for incidental and consequential damages, prejudgment interest and such other and

further relief as this Court deems just and appropriate.

THIRD COUNT

BREACH OF FIDUCIARY DUTIES

48. Plaintiff realleges and incorporates by reference all paragraphs set forth above as if said paragraphs were set forth herein in their entirety.

49. A fiduciary relationship existed between the Plaintiff and Defendant Parra because the parties specifically agreed in words and actions to that relationship, with Defendant Parra as agent and the Plaintiff as principal. Further, the fiduciary relationship with Defendant Parra existed because the Plaintiff relied on Defendant Parra to act on the Plaintiff's behalf and to act in a manner that was in the best interests of the Plaintiff, even if such action was to the detriment of Defendant Parra and/or Defendant Piaffe. Defendant Parra knew that he was obligated to act in the best interests of the Plaintiff even if it was to his detriment and/or Defendant Piaffe.

50. Defendant Parra breached his fiduciary duty to the Plaintiff by continuing to represent himself and/or Defendant Piaffe as a co-owner of Belle after the interest of Defendant Parra and/or the interest of Defendant Piaffe had been sold and conveyed to the Plaintiff.

51. Defendant Parra breached his fiduciary duty to the

Plaintiff by administering a banned substance to Belle at the Dressage at Devon Horse Show and by doing so severely damaged the reputation and value of the horse.

52. Defendant Parra breached his fiduciary duties to the Plaintiff in that he has failed and refused to provide the Defendants with Bills of Sale for both the original purchase of Belle and the purchase of the Defendants' interest in Belle and failed and refused to provide the Plaintiff with a copy of the original contract for the purchase of Belle from the seller of Belle in Germany and refusing to give the Plaintiff the passport for Belle.

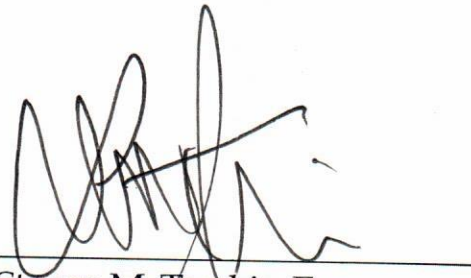
53. As a result of Defendant Parra's breach of his other fiduciary duties to the Plaintiff, the Plaintiff has sustained damages.

54. WHEREFORE, the Plaintiff demands judgment against the Defendants awarding damages as permissible by law, including but not limited to (a) the monies lost by the Plaintiff as a consequence of Defendant Parra's misrepresentation of himself and/or Defendant Piaffe as a co-owner of Belle; (b) the monies lost as a consequence of the Defendant Parra administering a banned substance to Belle at a recognized horse thereby damaging her reputation and value; (c) monies lost by the Plaintiff as a consequence of the Defendants' failure to provide the Plaintiff with a Bill of Sale after Defendant Parra and/or Defendant Piaffe

had been paid in full for their interest in Belle, thereby rendering the horse unsaleable and of no value to the Plaintiff and for (d) for incidental and consequential damages, prejudgment interest and such other and further relief as this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury.

A handwritten signature in black ink, appearing to read 'S. Tarshis', written over a horizontal line.

Steven M. Tarshis, Esq.
Attorney for Plaintiff
Brooke Centrella

Dated: January 26, 2024

EXHIBIT "A"

Brooke Centrella and George Feldman
c/o George Feldman
47 Windsor Lane
Ramsey, New Jersey 07446-2401

December 19, 2014

Dr. Cesar Pardo
Performance Farm NJ
14 Shade Lane
Whitehouse Station NJ 08859

Dear Cesar:

This letter will constitute an agreement (the "Agreement") between Brooke Centrella and George Feldman, on the one hand (individually, "George" and/or "Brooke"), and Dr. Cesar Pardo ("You" or "Your"), on the other hand, with respect to the purchase, ownership, training, maintenance and performance of the horse known as "Bello Ami", described on Schedule A annexed to this letter (the "Horse"), as follows:

1. *Purchase and Joint Ownership of the Horse.* You will, as soon as practicable after the date of this Agreement, arrange for the purchase of the Horse from the breeder located in the Republic of Germany and for the transportation of the Horse to the United States. The Horse will initially be purchased and registered in Your name alone, but will at all times be owned, beneficially, by You and Brooke, in equal shares (i.e., each of You and Brooke will own a 50% interest in the Horse). As soon as practicable following the delivery of the Horse to its permanent stable in the United States, You will execute and deliver to Brooke a bill of sale and/or such other documents and registrations as may be customary or reasonably requested in order to convey and reflect, of record, ownership by each of You and Brooke of a 50% interest in the Horse (including, without limitation, United States Dressage Federation (USDF) and United States Equestrian Federation (USEF) registrations and an FEI Passport). Each of You and Brooke shall be entitled to all rights and benefits accruing to ownership of the Horse in equal shares.

1.1 Each of You and George will contribute 50% of the total purchase price of \$210,000 (the "Purchase Price") for the Horse. Concurrently herewith, George is delivering to You the sum of \$129,150, by check or wire transfer, representing the US Dollar equivalent of one-half of the total Purchase Price. The total Purchase Price will be paid by You to the current owner/breeder of the Horse.

1.2 Each of You and George will also pay one-half of the total costs of transporting the Horse (including costs of quarantine) from Germany to Your training facility, Performance Farm FL, located at 18238 129th Trail North, Jupiter FL 33478 (such transportation and quarantine costs are estimated to be approximately \$8,000).

1.3 Prior to accepting delivery of the Horse, you will procure an insurance binder covering death, injury and other events commonly insured against with respect to the Horse. All vetting/veterinary and insurance costs shall be shared 50% by You and 50% by George and/or Brooke.

2. Training and Maintenance.

2.1 The Horse will be stabled for approximately 4 months (January – April, 2015) and trained at your facility (Performance Farm FL) located in Jupiter, FL. Thereafter, the Horse will be stabled and trained at your facility (Performance Farms NJ) located in Whitehouse Station, NJ. You will arrange for transporting the Horse to your New Jersey facility and the costs thereof (estimated to be approximately \$800-\$1,200) will be shared equally (50% each) by You and George.

2.2 Costs of training (including stabling) and maintenance will ultimately be shared equally (50% each) by You and George, but George will initially advance the full amount (100%) of such costs, on a monthly basis, as follows:

- (i) Training (stabling) - \$2,900/month
- (ii) Farrier - \$250/month
- (iii) Veterinary (routine) - \$100/month
- (iv) Dentist - \$25/month (\$300/year)
- (v) Florida dry stall - \$1,150/month (a total of \$4,600) for 4 months only
- (vi) Clipping - \$320/year (unless Clipping is done by Brooke personally)

2.3 You will procure insurance covering the Horse insuring against loss of life, injury, loss of use or other events normally insured against, in such amounts as the parties shall agree. The premium costs of such insurance shall be shared equally by You and George.

2.4 Upon sale or other disposition of the Horse (as provided below), the 50% portion of training and maintenance expenses advanced by George on Your behalf (as provided in Section 2.2 above) will be recouped by George from your share of the net sales proceeds received for the Horse (or the proceeds of any insurance covering losses related to the Horse, as provided above).

2.5 All personal expenses of a party relating to the training, performance or transportation of the Horse, including personal food, entertainment, travel, lodging, and similar expenses shall be paid for and borne solely by the party incurring such expense and shall not be reimbursed.

3. *Sale or Other Disposition of the Horse.* It is anticipated that, depending upon the quality of the Horse's performance and other factors, the Horse will be offered for sale and/or sold by the parties within 3 years. All decisions regarding the showing and/or sale of the Horse, including the purchase price therefor, will be made by mutual agreement of the parties. If, at any time, Brooke shall elect to keep the Horse and not offer it for sale, Brooke and/or George will have the right to purchase Your 50% ownership interest in the Horse for a purchase price equal to \$129,150 plus an amount equal to amounts actually paid by you as Your share of any costs of transportation and/or maintenance with respect to the Horse. Your share of any training and maintenance costs and expenses advanced and paid by George (which might otherwise have been recoverable from your share of the proceeds of a sale or other disposition of the Horse, as provided above), shall be forgiven.

4. *Other Provisions.*

4.1 Except as otherwise provided in this Agreement, (a) all decisions regarding the maintenance, care and disposition of the Horse or any rights therein or thereto shall be made by mutual agreement of the parties; (b) none of the parties will be deemed to have been granted any right or authority to assume or create any obligation or responsibility on behalf of or in the name(s) of the other parties; (c) no party will make any commitments purporting to be binding upon any of the other parties; and (d) no party will execute any agreement on behalf of the other parties, nor hold itself out as having such authority. The parties state that they do not intend to create a partnership whereby any of them shall be liable for the acts of the other(s).

4.2 All winnings and earnings of the Horse shall be shared by the parties equally and You and Brooke shall both be named as owner(s) in any publicity or media coverage with respect to the performance of the Horse. Trophies and non-monetary awards relating to the Horse shall be shared by you and Brooke on an equitable basis.

4.3 Each of the parties shall have complete and unfettered access to the Horse at all reasonable times.

4.4 You will make available to George as soon as possible a copy of the original Bill of Sale reflecting Your purchase of the Horse from the breeder/current owner. In the event that any further documents or instruments are required or deemed necessary or advisable by the parties to evidence their interest in the Horse, or to vest in such parties their respective ownership interests in the Horse or otherwise to carry out the intent of this Agreement, the parties agree to execute and deliver such further or additional documents and/or instruments.

4.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, heirs and assigns. Except as provided above with respect to a purchase by Brooke of Your interest in the Horse, neither party shall assign, mortgage, grant a security interest in, transfer or sell his/her ownership interest in the Horse (other than by will or the laws of descent and

distribution) without the prior written consent of the other. Your duties, obligations, rights and responsibilities under this Agreement are personal to You and may not be assigned by You.

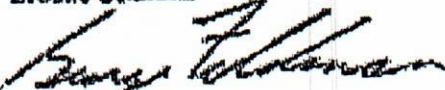
4.6 This Agreement may be executed in one or more counterparts with the same effect as if each of the parties had signed the same document. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

If the foregoing correctly sets forth our understanding and agreement, please sign where indicated below.

Sincerely,

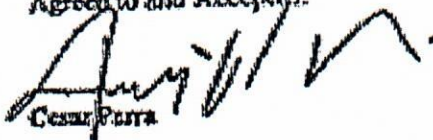


Brooke Centrala



George Feldman

Agreed to and Accepted:



Cesar Parra