

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION AJ  
Case No.: 50-2023-CA-000424-XXXX-MB

LORNA M. GUTHRIE, JEFFREY  
BRANDMAIER, and KNIGHTWOOD  
STABLES, LLC, a Florida corporation,

Plaintiffs,

v.

ERIC LAMAZE, TORREY PINES STABLE  
FLORIDA CORP., a Florida corporation,  
TORREY PINES STABLE INC., an Ontario  
corporation, and LITTLE CREEK  
INVESTMENTS INC., a Florida corporation,  
THE REIN FAMILY LLC, a North Carolina  
corporation,

Defendants.

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**CROSSCLAIM PLAINTIFF, THE REIN FAMILY, LLC'S MOTION FOR LEAVE  
TO FILE AMENDED CROSSCLAIM**

Crossclaim Plaintiff, THE REIN FAMILY, LLC ("**Rein**"), by and through its undersigned counsel and pursuant to Fla. R. Civ. P. 1.190, hereby files this Motion for Leave to File Amended Crossclaim, and states as follows.

1. On October 3, 2023, Rein filed its Crossclaim against Crossclaim Defendants, ERIC LAMAZE ("**Lamaze**") and TORREY PINES STABLE FLORIDA CORP. ("**Torrey Pines**," and together with Lamaze, the "**Crossclaim Defendants**") and asserted three (3) causes of action: (I) Fraudulent Inducement; (II) Negligent Misrepresentation; and (III) Breach of Florida's Deceptive and Unfair Trade Practices Act.

2. On October 30, 2023, Crossclaim Defendants filed their Answer, Affirmative Defenses and Demand for Jury Trial (the "**Answer**").

3. Due to events that have come to light since Rein filed its Crossclaim, Rein seeks to update its Crossclaim to include new claims and allegations related to the Crossclaim Defendant's conduct with respect to several additional horses. The proposed Amended Crossclaim is attached hereto as **Exhibit "A."**

4. Under Florida law, leave of court to file an amended pleading shall be given freely when justice requires. *See* Fla. R. Civ. P. 1.190(a); *see also, Susan Fixel, Inc. v. Rosenthal & Rosenthal, Inc.*, 842 So. 2d 204, 207 (Fla. 3d DCA 2003); *Carlos v. Context-Marks, Corp.*, 346 So. 2d 595, 596 (Fla. 3d DCA 1977). Rule 1.190 is consistently interpreted to "allow free and liberal amendments to pleadings unless it appears that the privilege to amend will be abused." *Gerber Trade Finance, Inc. v. Bayou Dock Seafood Co., Inc.*, 917 So. 2d 964, 968 (Fla. 3d DCA 2005). Thus, absent exceptional circumstances, motions for leave to amend pleadings should be granted. *Thompson v. Publix Supermarkets, Inc.*, 615 So. 2d 796, 797 (Fla. 1st DCA 1993).

5. "[R]efusal to allow an amendment is an abuse of the trial court's discretion 'unless it clearly appears that allowing the amendment would prejudice the opposing party, the privilege to amend has been abused, or amendment would be futile.'" *Dieudonne v. Publix Super Markets*, 994 So. 2d 505, 506-07 (Fla. 3d DCA 2008) (quoting *Gilbert v. Fla. Power & Light Co.*, 981 So. 2d 609, 612 (Fla. 4th DCA 2008)).

6. Moreover, although "the decision to grant leave to amend rests upon the trial court's discretion," "any doubts should be resolved in favor of the amendment." *Overnight Success Constr., Inc. v. Pavarini Constr. Co., Inc.*, 955 So. 2d 658, 659 (Fla. 3d DCA 2007). "[T]he trial court's discretion should be exercised in accordance with the public policy of this

state to freely allow amendments so that cases may be resolved on their merits.” *Dausman v. Hillsborough Area Reg. Transit*, 898 So. 2d 213, 215 (Fla. 2d DCA 2005) (citation omitted).

7. Furthermore, trial courts may permit amendments to conform to the evidence, even after trial. *See* Fla. R. Civ. P. 1.190(b); *see also*, *City of Miami v. Ross*, 695 So. 2d 486 (Fla. 3d DCA 1997).

8. Amendment in this case is appropriate because:

- (i) First – There is no prejudice to the Crossclaim Defendants if the amendment is allowed. Discovery is in its early stages and no depositions have been scheduled or taken place. In fact, pursuant to the Case Management Order the discovery cut off is not until February 21, 2025 – seven months from the date of filing the instant motion.
- (ii) Second – The privilege to amend has not been abused by Rein, as this is the first time that Rein has sought to amend the allegations in the Crossclaim.
- (iii) Third – The proposed amendments are not futile as Rein is amending to include valid claims, as set forth in **Exhibit “A.”**

9. The relief sought in the instant motion is not for purposes of delay or any other dilatory purpose.

10. Rein therefore requests that this Court grant Rein leave to file its proposed Amended Crossclaim, in the form attached hereto as **Exhibit “A,”** and enter an Order deeming the Amended Crossclaim attached hereto as filed.

**WHEREFORE**, Crossclaim Plaintiff, THE REIN FAMILY, LLC, respectfully requests that this Court enter an Order (i) granting Rein leave to file the attached Amended Crossclaim; (ii) deeming the Amended Crossclaim that is attached hereto as **Exhibit “A”** as filed; (iii)

ordering the Crossclaim Defendants to respond to the Amended Crossclaim as required by the Florida Rules of Civil Procedure; and (iv) granting Rein such other and further relief as the Court deems just and proper.

Respectfully Submitted,

**KLUGER, KAPLAN, SILVERMAN,  
KATZEN & LEVINE, P.L.**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on July 16, 2024, through the Florida Courts E-Filing Portal to all recipients registered to receive notices of electronic filings.

By: /s/ Marko F. Cerenko

Marko F. Cerenko, Esq.



# Exhibit “A”

Proposed Amended Crossclaim

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION AJ  
Case No.: 50-2023-CA-000424-XXXX-MB

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ERIC LAMAZE, TORREY PINES STABLE  
FLORIDA CORP., a Florida corporation,  
TORREY PINES STABLE INC., an Ontario  
corporation, and LITTLE CREEK  
INVESTMENTS INC., a Florida corporation,  
THE REIN FAMILY LLC, a North Carolina  
corporation,

Defendants.

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**THE REIN FAMILY, LLC'S AMENDED CROSSCLAIM AGAINST CROSSCLAIM  
DEFENDANTS, ERIC LAMAZE AND TORREY PINES STABLE FLORIDA CORP.**

Crossclaim Plaintiff, THE REIN FAMILY, LLC (“Rein”), by and through its undersigned counsel, hereby sues Crossclaim Defendants, ERIC LAMAZE (“Lamaze”) and TORREY PINES STABLE FLORIDA CORP. (“Torrey Pines,” and together with Lamaze, the “Crossclaim Defendants”), and in support states as follows:

**NATURE OF THE ACTION AND SUBJECT MATTER JURISDICTION**

1. This is an action for damages in excess of \$50,000.00, exclusive of interest, costs, and attorneys’ fees, and is within the subject matter jurisdiction of this Court.

**THE PARTIES, PERSONAL JURISDICTION, AND VENUE**

2. At all times material hereto, Crossclaim Plaintiff, Rein, is a North Carolina limited liability company.

3. At all times material hereto, upon information and believe, Crossclaim Defendant, Lamaze, is an individual residing in Palm Beach County, Florida, and who is otherwise *sui juris*.

4. At all times material hereto, Crossclaim Defendant, Torrey Pines, is a Florida corporation with its principal address in Palm Beach County, Florida.

5. Jurisdiction and venue are proper in Palm Beach County, Florida. This Court has general and specific jurisdiction over the Crossclaim Defendants pursuant to Fla. Stat. § 48.193. Under Fla. Stat. § 48.193(1), the Court has specific jurisdiction over the Crossclaim Defendants, as they are operating, conducting, engaging in, or carrying on a business or business ventures in Florida or having an office or agency in Florida, and/or committing tortious acts within Florida. Further, for purposes of venue, the causes of action complained of herein accrued in Palm Beach County, Florida. Crossclaim Defendants also asserted counterclaims in the instant litigation subjecting themselves to the jurisdiction of this Court.

### **GENERAL ALLEGATIONS**

#### **The Parties**

6. Mark Rein (“**Mr. Rein**”) is one of the managing members of Rein. Mr. Rein has long been involved in the sport of horse show jumping.

7. Lamaze is a famous horse show jumper, Olympic champion, and horse trainer. Until his retirement in March of 2022, Lamaze competed with horses he owned or co-owned. Upon information and belief, Lamaze owns show jumping horses and operates through his company, Torrey Pines.

8. Lamaze and Torrey Pines are in the business of buying and selling show horses, as well as training horses for competition.

9. Mr. Rein and Lamaze have known each other a long time and Rein used Lamaze as a trusted advisor and confidant due to their long standing relationship and Lamaze's intimate knowledge of the show jumping horse world.

10. In fact, Rein was dependent on Lamaze's knowledge and counsel when it came to inspecting potential show jumping horses for purchase and was reliant and dependent on Lamaze's knowledge when purchasing show jumping horses for purchase.

11. Rein reposed significant trust and confidence in Lamaze, and Lamaze, in turn, undertook such trust and assumed his duty to advise and counsel Rein.

12. In or around early 2020, Rein and Lamaze acquired three show-jumping horses together. Thereafter, Rein and Lamaze continued owning show jumping horses, going on to acquire and compete with various horses.

#### **Rein's Purchase of Nikka**

13. In approximately January 2021, Lamaze informed Rein that Lorna M. Guthrie ("**Guthrie**") and Jeffrey Brandmaier ("**Brandmaier**"), through their company, Knightwood Stables, LLC ("**Knightwood**"),<sup>1</sup> were interested in selling their 50% interest in a horse named Nikka.

14. At that time, Nikka was owned 50% by Lamaze, through Torrey Pines, and 50% by Guthrie and Brandmaier, through Knightwood.

15. Rein expressed an interest in purchasing Knightwood's 50% interest in Nikka.

16. Lamaze, acting as a dual agent, purportedly conveyed Rein's interest in purchasing Knightwood's 50% interest in Nikka to Guthrie and Brandmaier.

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<sup>1</sup> Guthrie, Brandmaier, and Knightwood shall collectively be referred to as the "**Guthrie Parties**."

17. Lamaze thereafter informed Rein that the Guthrie Parties' agreed to sell Knightwood's 50% interest in Nikka, and therefore, on or about January 21, 2021, Rein paid Torrey Pines \$425,000.00 for the purchase of a 50% ownership interest in Nikka. Rein also paid Torrey Pines an additional \$100,000 to cover future expenses for the maintenance and upkeep of Nikka. *See* January 21, 2021 Joint Venture Agreement and Invoice, attached hereto as **"Composite Exhibit A."**

18. Lamaze was under an obligation pursuant to Rule 5H-26.003, Florida Agriculture Code, to seek written approval and consent from the Guthrie Parties' for the sale of Knightwood's 50% interest in Nikka.

19. Rule 5H-26.003, Florida Agriculture Code provides that a "person shall not act as a dual agent in a transaction involving the sale or purchase of an interest in a horse without: (a) the prior knowledge of both the Purchaser and the Owner; and (b) written consent of both the Purchaser and the Owner." The purpose of this chapter, applicable here, is to "address unfair and deceptive trade practices surrounding the sale and purchase of horses in Florida. This rule enhances consumer protection by implementation of minimum requirements relating to the sale and purchase of horses in Florida."

20. However, upon information and belief, Lamaze never informed the Guthrie Parties that Knightwood's 50% interest was being sold to Rein and, likewise, the Guthrie Parties claim Lamaze never obtained their prior consent, authorization and/or agreement to sell Knightwood's 50% interest in Nikka to Rein, despite Lamaze's representations to Rein that he had done so.

21. Accordingly, and in detrimental reliance on Lamaze's misrepresentations that the Guthrie Parties' consent and authorization for the sale of Knightwood's 50% interest in Nikka

was obtained, and that Lamaze had complied with the requirements imposed by Rule 5H-26.003, Florida Agriculture Code, Rein proceeded with the purchase of Knightwood's 50% interest in Nikka.

22. Contrary to the requirements imposed by Rule 5H-26.003, Florida Agriculture Code, Lamaze also failed to provide Rein a written bill of sale for Rein's purchase of Knightwood's 50% interest in Nikka.

23. Following the sale, Lamaze, through Torrey Pines, and Rein, each held a 50% ownership interest in Nikka.

24. Rein paid Lamaze the funds for Knightwood's 50% share of Nikka, however unbeknownst to Rein, Lamaze never sent the monies from Rein to the Guthrie Parties.

25. Thus, Lamaze made misrepresentations to Rein to induce Rein to purchase Knightwood's 50% interest and have Rein pay him monies for that purchase, which Lamaze kept for himself in order to enrich himself.

26. During 2021, Nikka competed successfully and developed into a very capable, show jumping horse with great potential. As of filing this Crossclaim, Nikka is Canada's highest-ranking horse in terms of the percentage of fault-free rounds jumped in Nations Cup competitions.

27. Thereafter, on December 1, 2021, given Nikka's development and success, and thus her corresponding increase in value, Lamaze agreed to sell his remaining 50% interest in Nikka to Rein for \$2,270,000. However, Rein donated to Lamaze a 5% ownership of Nikka, in exchange for Lamaze continuing to cover all of Nikka's expenses, as he had been doing previously. *See* December 1, 2021 Joint Venture Agreement and Invoice, attached hereto as

**“Composite Exhibit B.”** At that point, Rein held a 95% ownership interest in Nikka, and Torrey Pines held a 5% ownership interest in Nikka.

28. Again, Lamaze failed to provide Rein with a written bill of sale, as required by Rule 5H-26.003, Florida Agriculture Code, when he sold his remaining interests in Nikka to Rein.

29. Further, unbeknownst to Rein, Lamaze and the Guthrie Parties had an agreement pursuant to which they were “silent” partners that had agreed to share profits when Lamaze sold his 50% interest in Nikka.

30. Lamaze failed to advise Rein that the Guthrie Parties were claiming to be “silent” partners to share profits with Lamaze when Lamaze sold his 50% interest in Nikka to Rein (or anyone else).

#### **Rein’s Purchase of Cera Charisma**

31. In December of 2021, Lamaze, acting as a dual agent through Torrey Pines, informed Rein about a horse named Cera Charisma and offered Rein the opportunity to purchase Cera Charisma for \$900,000.00 (the “**Cera Charisma Deal**”).

32. At the time, Lamaze represented to Rein that Cera Charisma’s owner was willing to sell Cera Charisma for no less than \$900,000 and that other buyers were interested in paying more than \$900,000.00 for Cera Charisma and that \$900,000.00 was the lowest price that the owner would accept for the sale of Cera Charisma.

33. However, upon information and belief, not only was Cera Charisma’s owner willing to sell Cera Charisma for a lower price and had offered to sell Cera Charisma at a lower price, but there were no other interested purchasers willing to pay more than \$900,000 for Cera Charisma.

34. Lamaze made the misrepresentations described in Paragraph 32 to Rein in order to induce Rein into accepting the Cera Charisma Deal, and thereby enriching himself as a result.

35. Rein trusted Lamaze and Lamaze's false representations caused Rein to believe the Cera Charisma Deal was a good deal and that \$900,000 was the actual purchase price for Cera Charisma.

36. Consequently, Rein accepted the Cera Charisma Deal and paid Lamaze \$900,000.00 for the purchase of Cera Charisma.

37. However, Lamaze and Torrey Pines deceived Rein as to the purchase price of Cera Charisma. Although Lamaze represented to Rein that \$900,000.00 constituted 100% of the purchase price of Cera Charisma, Rein later learned that Lamaze and Torrey Pines paid only \$350,000.00 for the purchase of Cera Charisma, and pocketed the balance for themselves.

38. Lamaze and Torrey Pines also received \$10,000.00 from the seller as a commission, and therefore, only paid a total of \$340,000.00 for Cera Charisma.

39. Lamaze never informed Rein that Lamaze and Torrey Pines would take a commission or fee, or inflate the price of Cera Charisma, in connection with Rein's purchase of Cera Charisma.

40. At no point in time did Lamaze advise Rein that the purchase price Rein paid for Cera Charisma was almost triple what Lamaze actually paid for Cera Charisma. Had such an exorbitant commission been communicated by Lamaze, Rein would have declined the Cera Charisma Deal and gone elsewhere as a \$560,000.00 fee or commission is neither standard nor customary, and is in fact in violation of Florida law.

41. Specifically, Chapter 5H-26 of the Florida Agriculture Code ("**Chapter 5H-26**"), provides in relevant part:



(3) No person acting as an agent for a Purchaser or an Owner, or acting as a dual agent, in a transaction involving the sale or purchase of a horse or any interest therein, may receive consideration, compensation, fees, a gratuity, or any other item of value in excess of five hundred dollars (\$500), related directly or indirectly to such transaction, from an individual or entity, including any consignor involved in the transaction, other than the agent's principal, unless:

(a) The agent receiving, and the person or entity making, the payment disclose in writing the payment to both the Purchaser and Owner; and

(b) Each principal for whom the agent is acting consents in writing to the payment.

42. Lamaze received \$560,000.00 in consideration in connection with the Cera Charisma Deal, and neither exception contemplated under Chapter 5H-26.003 applies to the circumstances herein; in fact, Rein did not learn about the undisclosed and wrongful excess realized by Lamaze and Torrey Pines until long after the funds had been delivered.

43. As such, Lamaze and Torrey Pines falsely and deceptively inflated the price of Cera Charisma, and therefore wrongfully took \$560,000.00 (or at least \$550,000.00) from Rein in violation of Chapter 5H-26.

44. Also contrary to the requirements imposed by Rule 5H-26.003, Lamaze also failed to provide Rein a written bill of sale for Rein's purchase of Cera Charisma.

#### **Rein's Purchase of Four Horses in June 2022**

45. In June of 2022, Lamaze, again acting as a dual agent through Torrey Pines, offered Rein an opportunity to purchase four (4) horses from the Ashford Farm in Belgium (the "**June 2022 Deal**"). These four (4) horses, and their purchase prices as communicated by Lamaze to Rein were:

- a. Cartier SR ("**Cartier**") – €2,500,000.00;
- b. Crack d'la Rousserie ("**Crack**") – €1,500,000.00;
- c. Chagall des Erables Z ("**Chagall**") – €700,000.00; and

d. Groovy des Brimbelles (“**Groovy**”) – €495,000.00.

46. Similar to Lamaze’s misrepresentations concerning Cera Charisma, Lamaze misrepresented to Rein that the foregoing prices were the lowest that Ashford Farms would sell the three horses and the prices that Ashford Farms was actually selling the foregoing horses.

47. Lamaze’s false representations caused Rein to purchase Cartier, Crack, Chagall, and Groovy for a total of €5,195,000.00 (approximately \$5,621,140.00).

48. Upon information and belief, all four horses, Cartier, Crack, Chagall, and Groovy, were all previously offered for sale for half (or a significant reduction) of the price that Rein paid for each horse.

49. Lamaze and Torrey Pines therefore deceived Rein as to the purchase price of Cartier, Crack, Chagall, and Groovy. Although Lamaze represented to Rein that €5,195,000.00 constituted 100% of the purchase price for the four (4) horses, upon information and belief Lamaze and Torrey Pines paid only half of that amount, or approximately €2,350,000.00.

50. Lamaze never informed Rein that Lamaze and Torrey Pines would take a commission or fee, or inflate the price of Cartier, Crack, Chagall, and Groovy in connection with Rein’s purchase.

51. At no point in time did Lamaze advise Rein that Lamaze and Torrey Pines would inflate the purchase price of Cartier, Crack, Chagall, and Groovy each by about 100%. Had such an exorbitant commission been communicated by Lamaze, Rein would have declined the June 2022 Deal and gone elsewhere, as a €2,350,000.00 fee or commission is neither standard nor customary, and is in fact in violation of Florida law.

52. Upon information and belief, Lamaze received €2,350,000.00 in consideration in connection with the June 2022 Deal, and neither exception contemplated under Chapter 5H-

26.003 applies to the circumstances herein; in fact, upon information and belief the wrongful excess realized by Lamaze and Torrey Pines was not learned by Rein until long after the funds had been paid by Rein.

53. Contrary to the requirements imposed by Rule 5H-26.003, Lamaze and Torrey Pines also failed to provide Rein a written bill of sale for Rein's purchase of Cartier, Crack, Chagall, and Groovy.

54. All conditions precedent to the bringing of this action have occurred or have been performed.

55. Rein retained the services of the undersigned law firm to represent it in this action, and is obligated to pay the law firm their reasonable attorney's fees, costs, and expenses in exchange for their services.

56. Rein expressly reserves its right to pursue punitive damages against Sunshine.

**COUNT I – FRAUDULENT INDUCEMENT**  
**(Against Eric Lamaze)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendant, ERIC LAMAZE, adopts and realleges the allegations set forth in Paragraphs 1 through 56 above, as if fully set forth herein, and further alleges as follows:

57. Crossclaim Defendant, Lamaze, has willfully and recklessly made false representations and omissions concerning material facts to Rein regarding the Guthrie Parties' consent to sell Knightwood's 50% interest in Nikka.

58. Specifically, Lamaze deceptively misrepresented to Rein that the Guthrie Parties' consented to the sale of Knightwood's 50% interest in Nikka and that Lamaze obtained the Guthrie Parties' authorization and/or agreement to sell Knightwood's 50% interest in Nikka to Rein.

59. Lamaze further deceptively misrepresented to Rein that Lamaze held an unencumbered 50% share in Nikka at the time Lamaze transferred his interest to Rein, despite the fact that the Guthrie Parties were claiming to be “silent” partners entitled to share profits with Lamaze when Lamaze sold his 50% interest in Nikka to Rein (or anyone else).

60. Upon information and belief, Lamaze also deceptively misrepresented to Rein the purchase prices for Cera Charisma, Cartier, Crack, Chagall, and Groovy, by inflating their purchase prices by exorbitant amounts, and misrepresenting the actual purchase prices for these horses.

61. Finally, Lamaze deceptively misrepresented to Rein that he would not receive a commission or fee in connection with the Cera Charisma Deal or the June 2022 Deal, when in fact he received substantial compensation in connection with those deals in violation of Chapter 5H-26.

62. Lamaze’s misrepresentations were false and misleading when made.

63. Lamaze willfully made these misrepresentations and omissions of material fact to Rein with knowledge of their falsity or with reckless disregard of the truth, as Lamaze knew and knows his statements were not true when made.

64. Lamaze’s willful misrepresentations and omissions of material fact pertaining to the Guthrie Parties’ consent and authorization to the sale of Knightwood’s interest in Nikka were made with the intent to induce Rein to rely thereupon and agree to purchase Knightwood’s 50% interest in Nikka and pay Lamaze instead of the Guthrie Parties. Additionally, Lamaze’s further misrepresentations that he was the sole owner of the remaining 50% interest in Nikka were made with the intent to induce Rein to rely thereupon and agree to purchase said interest and pay Lamaze despite the fact that the Guthrie Parties’ had a profit sharing agreement with Lamaze as

to the remaining 50% interest in Nikka and were entitled to a portion of the purchase price of the remaining interest in Nikka.

65. Further, upon information and belief Lamaze's willful misrepresentations and omissions of material fact pertaining to the Cera Charisma Deal and the June 2022 Deal were made with the intent to induce Rein to rely thereupon and agree to purchase Cera Charisma, Cartier, Crack, Chagall, and Groovy for prices well exceeding their true purchase price.

66. Rein relied on Lamaze's misrepresentations and omissions of material fact to its detriment.

67. Rein has suffered damages as a direct and proximate result of Lamaze's fraud in the inducement.

68. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendant, ERIC LAMAZE, for its damages, including its pre-judgment interest, post-judgment interest, costs, and any such further relief as the Court deems just and proper.

**COUNT II – NEGLIGENT MISREPRESENTATION**  
**(Against Eric Lamaze)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendant, ERIC LAMAZE, adopts and realleges the allegations set forth in Paragraphs 1 through 56 above, as if fully set forth herein, and further alleges as follows:

69. This is an action against Lamaze for negligent misrepresentation.

70. Prior to the transfer of Knightwood's 50% interest in Nikka to Rein, Lamaze made false representations and omissions concerning the Guthrie Parties' consent to the sale of Knightwood's 50% interest in Nikka to Rein. Specifically, Lamaze negligently misrepresented to Rein that the Guthrie Parties' consented to the sale of Knightwood's 50% interest in Nikka and that Lamaze obtained the Guthrie Parties' authorization, approval and/or agreement to sell their 50% interest in Nikka to Rein.

71. Lamaze further misrepresented to Rein that Lamaze held an unencumbered 50% share in Nikka at the time Lamaze transferred his interest to Rein, despite the fact that the Guthrie Parties were claiming to be "silent" partners entitled to share profits with Lamaze when Lamaze sold his 50% interest in Nikka to Rein (or anyone else).

72. Upon information and belief, Lamaze also misrepresented to Rein the purchase prices for Cera Charisma, Cartier, Crack, Chagall, and Groovy, by inflating their purchase prices by an exorbitant amount and not disclosing their actual sales price to Rein.

73. Lamaze further misrepresented to Rein that he would not receive a commission or fee in connection with the Cera Charisma Deal or the June 2022 Deal, when in fact he received substantial compensation in connection with those deals in violation of Chapter 5H-26.

74. Lamaze negligently made these misrepresentations and omissions of material fact to Rein and should have known of their falsity.

75. Lamaze's misrepresentations and omissions of material fact pertaining to the Guthrie Parties' consent and authorization to the sale of Knightwood's interest in Nikka were made with the intent to induce Rein to rely thereupon and agree to purchase Knightwood's 50% interest in Nikka and pay Lamaze instead of the Guthrie Parties.

76. Upon information and belief, Lamaze's misrepresentations and omissions of material fact pertaining to the Cera Charisma Deal and the June 2022 Deal were made with the intent to induce Rein to rely thereupon and agree to purchase Cera Charisma, Cartier, Crack, Chagall, and Groovy for prices well exceeding their true purchase price.

77. Rein justifiably relied on Lamaze's misrepresentations and omissions of material fact to its detriment.

78. Had Rein known that Lamaze's representations were false, Rein would not have (i) purchased Knightwood's interest in Nikka through Lamaze acting as dual agent, (ii) paid Lamaze for Knightwood's interest in Nikka, (iii) purchased Cera Charisma, Cartier, Crack, Chagall, or Groovy through Lamaze acting as a dual agent, or (iv) paid Lamaze for Cera Charisma, Cartier, Crack, Chagall, or Groovy .

79. Because of Lamaze's negligent misrepresentations and Rein's justifiable reliance thereupon, Rein has suffered and continues to suffer damages.

80. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendant, ERIC LAMAZE, for its damages, including pre-judgment interest, post-judgment interest, costs, and any such further relief as the Court deems just and proper.

**COUNT III – BREACH OF FLORIDA'S**  
**DECEPTIVE AND UNFAIR TRADE PRACTICES ACT - NIKKA**  
**(Against Eric Lamaze and Torrey Pines)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA CORP., adopts and realleges the allegations set forth in Paragraphs 1 through 30 and Paragraphs 54 through 56 above, as if fully set forth herein, and further alleges as follows:

81. This is an action for actual damages against Lamaze and Torrey Pines for breach of Florida's Deceptive and Unfair Trade Practices Act.

82. Lamaze and Torrey Pines failed to issue written bills of sale, with respect to the purchases of Rein's ownership interest in Nikka, in violation of Section 5H-26.003(1) of the Florida Agricultural Code, which sets forth the requirements relating to the sale or purchase of horses.

83. Lamaze acted as a dual agent in transactions involving the purported sale or purchase of interest in Nikka, involving Torrey Pines, Knightwood, and Rein, without the prior knowledge and written consent of both the purported Purchaser and the Owner, in violation of Section 5H-26.003(2) of the Florida Agricultural Code.

84. Rein, as a consumer, was damaged by Lamaze's improper and deceptive practices and conduct.

85. The deceptive acts or unfair practices of Lamaze and Torrey Pines, as more fully described *supra*, violated Chapter 5H-26 of the Florida Agricultural Code and were the actual and proximate cause of the actual damages sustained by Rein

86. Pursuant to Section 5H-26.003(13) of the Florida Agricultural Code, "[a] violation of any provision of Chapter 5H-26, F.A.C., resulting in actual damages to a person, shall be considered an unfair and deceptive trade practice pursuant to Chapter 501, Part II, F.S." *Id.* (Emphasis added).



87. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA CORP., jointly and severally, for its damages, including its attorneys' fees and costs, pre-judgment interest, post-judgment interest, and any such further relief as the Court deems just and proper.

**COUNT IV – BREACH OF FLORIDA'S  
DECEPTIVE AND UNFAIR TRADE PRACTICES ACT – CERA CHARISMA  
(Against Eric Lamaze and Torrey Pines)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA CORP., adopts and realleges the allegations set forth in Paragraphs 1 through 12, Paragraphs 31 through 44, and Paragraphs 54 through 56 above, as if fully set forth herein, and further alleges as follows:

88. This is an action for actual damages against Lamaze and Torrey Pines for breach of Florida's Deceptive and Unfair Trade Practices Act.

89. Lamaze, through Torrey Pines, acting as a dual agent in the Cera Charisma Deal, failed to issue written bills of sale, with respect to Rein's purchase of Cera Charisma, in violation of Section 5H-26.003(1) of the Florida Agricultural Code, which sets forth the requirements relating to the sale or purchase of horses.

90. Lamaze also falsely and deceptively inflated the price of Cera Charisma and therefore made a wrongful profit from Rein, in violation of Section 5H-26.003(3) of the Florida Agricultural Code.

91. Rein, as a consumer, was damaged by Lamaze's improper and deceptive practices and conduct.

92. The deceptive acts or unfair practices of Lamaze and Torrey Pines, as more fully described *supra*, violated Chapter 5H-26 of the Florida Agricultural Code and were the actual and proximate cause of the actual damages sustained by Rein

93. Pursuant to Section 5H-26.003(13) of the Florida Agricultural Code, "[a] violation of any provision of Chapter 5H-26, F.A.C., resulting in actual damages to a person, shall be considered an unfair and deceptive trade practice pursuant to Chapter 501, Part II, F.S." *Id.* (Emphasis added).

94. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA CORP., jointly and severally, for its damages, including its attorneys' fees and costs, pre-judgment interest, post-judgment interest, and any such further relief as the Court deems just and proper.

**COUNT V – BREACH OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE  
PRACTICES ACT – CARTIER, CRACK, CHAGALL, AND GROOVY  
(Against Eric Lamaze and Torrey Pines)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA CORP., adopts and realleges the allegations set forth in Paragraphs 1 through 12 and Paragraphs 45 through 56 above, as if fully set forth herein, and further alleges as follows:

95. This is an action for actual damages against Lamaze and Torrey Pines for breach of Florida's Deceptive and Unfair Trade Practices Act.

96. Lamaze, through Torrey Pines, acting as a dual agent in the June 2022 Deal, failed to issue written bills of sale, with respect to Rein's purchase of Cartier, Crack, Chagall, and Groovy, in violation of Section 5H-26.003(1) of the Florida Agricultural Code, which sets forth the requirements relating to the sale or purchase of horses.

97. Upon information and belief, Lamaze also falsely and deceptively inflated the price of Cartier, Crack, Chagall, and Groovy, and therefore made a wrongful profit from Rein, in violation of Section 5H-26.003(3) of the Florida Agricultural Code.

98. Rein, as a consumer, was damaged by Lamaze's improper and deceptive practices and conduct.

99. The deceptive acts or unfair practices of Lamaze and Torrey Pines, as more fully described *supra*, violated Chapter 5H-26 of the Florida Agricultural Code and were the actual and proximate cause of the actual damages sustained by Rein

100. Pursuant to Section 5H-26.003(13) of the Florida Agricultural Code, "[a] violation of any provision of Chapter 5H-26, F.A.C., resulting in actual damages to a person, shall be considered an unfair and deceptive trade practice pursuant to Chapter 501, Part II, F.S." *Id.* (Emphasis added).

101. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendants, ERIC LAMAZE and TORREY PINES STABLE FLORIDA

CORP., jointly and severally, for its damages, including its attorneys' fees and costs, pre-judgment interest, post-judgment interest, and any such further relief as the Court deems just and proper.

**COUNT VI – BREACH OF FIDUCIARY DUTY**  
**(Against Eric Lamaze)**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, sues Crossclaim Defendant, ERIC LAMAZE, adopts and realleges the allegations set forth in Paragraphs 1 through 56 above, as if fully set forth herein, and further alleges as follows:

102. This is an action for breach of fiduciary duty against Lamaze.

103. As a result of the long standing relationship, the trust reposed by Rein in Lamaze, Rein's dependency on Lamaze's knowledge and counsel, and Lamaze's willing acceptance of such trust and confidence, Lamaze owed a fiduciary duty to Rein.

104. Lamaze breached his fiduciary duties by: (i) misrepresenting to Rein that the Guthrie Parties' consented to the sale of Knightwood's 50% interest in Nikka and that Lamaze obtained the Guthrie Parties' authorization, approval and/or agreement to sell their 50% interest in Nikka to Rein; (ii) misrepresenting to Rein that Lamaze held an unencumbered 50% share in Nikka at the time Lamaze transferred his interest to Rein, despite the fact that the Guthrie Parties were claiming to be "silent" partners entitled to share profits with Lamaze when Lamaze sold his 50% interest in Nikka to Rein (or anyone else); (iii) upon information and belief, misrepresenting to Rein the purchase prices for Cera Charisma, Cartier, Crack, Chagall, and Groovy, by inflating their purchase prices by an exorbitant amount knowing that the horses were offered for sale at significantly reduced prices; and (iv) misrepresenting to Rein that he would not receive a commission or fee in connection with the Cera Charisma Deal or the June 2022 Deal, when in fact he received substantial compensation in connection with those deals.

105. Rein has suffered damages as a direct and proximate result of Lamaze's breaches of his fiduciary duties.

106. Should circumstances indicate a basis to assert a claim for punitive damages, Rein expressly reserves the right to seek leave to amend the Crossclaim to add a prayer for punitive damages in accordance with applicable law.

WHEREFORE, Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands judgment against Crossclaim Defendant, ERIC LAMAZE, for its damages, including pre-judgment interest, post-judgment interest, and any such further relief as the Court deems just and proper.

**JURY TRIAL DEMAND**

Crossclaim Plaintiff, THE REIN FAMILY, LLC, demands trial by jury on all issues so triable.

Dated: July 16, 2024

Respectfully Submitted,

**KLUGER, KAPLAN, SILVERMAN,  
KATZEN & LEVINE, P.L.**

*Counsel for the Rein Family, LLC*  
201 S. Biscayne Blvd., Ste. 2700  
Miami, Florida 33131  
Tel.: (305) 379-9000  
Fax: (305) 379-3428

By: /s/ Abbey L. Kaplan

**Abbey L. Kaplan**

Florida Bar No.: 200255

[akaplan@klugerkaplan.com](mailto:akaplan@klugerkaplan.com)

**Marko F. Cerenko**

Florida Bar No.: 21501

[mcerenko@klugerkaplan.com](mailto:mcerenko@klugerkaplan.com)

**Madison Hauser**

Florida Bar No.: 1040915

[mhauser@klugerkaplan.com](mailto:mhauser@klugerkaplan.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on July 16, 2024, through the Florida Courts E-Filing Portal to all recipients registered to receive notices of electronic filings.

By: /s/ Marko F. Cerenko

Marko F. Cerenko, Esq.

NOT A CERTIFIED COPY

# Composite Exhibit A

January 21, 2021 Joint Venture Agreement and Invoice

NOT A CERTIFIED COPY

## **JOINT VENTURE AGREEMENT FOR OWNERSHIP OF HORSE**

This Joint Venture Agreement for Ownership of Horse ("Agreement") is entered into on January 21, 2021, by and between Torrey Pines Stable Florida Corp., a Florida corporation, with an address of c/o Ecurie d'Ecaussinnes, 224 Rue de Mignault, 7062 Naast, Belgium ("Torrey Pines") and Rein Family LLC, a North Carolina limited liability company, with an address of 2908 Cone Manor Lane, Raleigh, North Carolina 27613 ("Rein LLC") (collectively, the "Parties").

### **Witnesseth:**

WHEREAS, Eric A. Lamaze ("Lamaze"), the President of Torrey Pines, is an accomplished equestrian rider, trainer and competitor, having won numerous Olympic medals in grand prix showjumping, as well as over a period of many years won major show jumping competitions throughout the world, who would like to purchase, own, train, show and sell selected grand prix level show jumping horses in conjunction with a co-owner who is able and willing to provide the financial backing needed in order to acquire high quality grand prix show jumping horses for such purpose;

WHEREAS, Rein LLC and Torrey Pines are engaged in the business of owning, buying, selling, training, breeding and showing of horses in competition and desire to act as such as co-owners; and

WHEREAS, Torrey Pines and Rein LLC desire to join together in a joint venture to purchase, train, show, compete and sell the horse described in Schedule A attached hereto and incorporated herein by reference) according to the terms and conditions set forth herein and therein;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Torrey Pines and Rein LLC agree as follows:

1. Torrey Pines and Rein LLC shall purchase, within sixty (60) days of the date of this Agreement, the horse described on the attached Schedule A (the "Horse") from the Horse's current owner and take title to the Horse pursuant to an equine bill of sale reflecting that Torrey Pines and Rein LLC each own the Horse in the percentage interests as shown on Schedule A,

2. The purchase price to be paid to the seller of the Horse as set forth on Schedule A (the "Seller"), an individual or entity in which neither Torrey Pines nor Rein LLC nor the affiliates of either have any affiliation, shall be as shown on Schedule A (the "Purchase Price"), of which the Parties shall be responsible to pay the portions shown on Schedule A to the Seller in exchange for a Bill of Sale which reflects Torrey Pines and Rein LLC as co-owners of the Horse in the percentages shown on Schedule A.



3. In addition to the Parties' monetary contribution towards the Purchase Price as set forth in Schedule A, they shall be responsible for covering the percentage shown on Schedule A of all costs and expenses reasonably incurred in connection with the ownership, stabling, feeding, veterinary care, travel/transport, showing and overall care and maintenance of the Horse at the level appropriate to that of a grand prix level show jumping horse. The Parties shall consult with each other with regard to the nature and amount of these expenses from time to time so that they both are aware of the nature and approximate amount of the expenditures being made.

4. All gross monies, fees and other revenue generated from or by the Horse, whether from prize monies, sponsorships, breeding, advertising, rent, sale or other sources (collectively, "Equine Income"), shall be split and distributed to each of the Parties in the percentages shown on Schedule A.

5. If, during the time of the Parties' joint ownership of the Horse, Lamaze is incapacitated, physically incapable of riding or showing the Horse or dies, the Parties agree as follows:

a. Ownership of the Horse shall, by operation of law, as of the date Lamaze becomes incapacitated, physically incapable of riding or showing the Horse or dies, Rein LLC shall immediately become the sole owner of the Horse; and

b. As long as he does so at a level appropriate to that of a grand prix level show jumping horse and in accordance with Rein LLC's wishes, preeminent professional rider Steve Guerdat ("Guerdat") shall ride, train, show and market the Horse for sale and, in the event of the sale of the Horse by Rein LLC that is brokered by Steve Guerdat, Rein LLC shall be entitled to receive one hundred percent (100%) of the profit from the sale of the Horse after first having paid Steve Guerdat a fair sales commission for such brokerage of the sale of the Horse.

6. Torrey Pines and Rein LLC represent and warrant to the other that they are (i) business professionals and investors who are experienced in the equine industry, (ii) well-informed as to the current health and performance capabilities of the Horse, (iii) entering into this Agreement knowing the risks associated with investing in competition horses, and (iv) have had the opportunity to perform any due diligence desired by them as to the Horse prior to entering into this Agreement and purchasing the Horse.

7. This Agreement shall be governed by, interpreted under and subject to Florida law. The sole and exclusive venue for any action at law or in equity arising out of or relating to this Agreement shall be the State Courts in and for Palm Beach County, Florida. Torrey Pines and Rein LLC agree to be subject to personal jurisdiction in the State of Florida. The prevailing party in any such action shall be entitled to recover from the non-prevailing party its reasonable attorney's fees actually incurred and court costs incurred pre-filing, during trial court proceedings, on appeal and in any collection proceedings.

8. This Agreement may not be amended orally, but may only be amended by a written document signed by both Parties.

9. This Agreement, as written, contains the entire agreement between the Parties as to the Horse. Any prior discussions, negotiations, representations, promises or warranties, written or oral, between the Parties are merged into and superseded by this Agreement.

10. If the Horse is not purchased within the time period set forth in paragraph 1 above, time being of the essence, this Agreement shall terminate and be of no further force or effect.

Entered into voluntarily, freely and on their own accord by the Parties on the date set forth on the first page of this Agreement.

TORREY PINES STABLE FLORIDA  
CORP., a Florida corporation

By: \_\_\_\_\_

Eric A. Lamaze, President

REIN FAMILY LLC, a North  
Carolina limited liability company

By: \_\_\_\_\_

Mark Rein, Manager

## SCHEDULE A

### Details of Torrey Pines and Rein LLC Equine Joint Venture

#### 1. Horse Specifics:

Current Owner/Seller of Horse: Knightwood Stables & Torrey Pines  
Horse Name: Nikka vd Bisschop  
Gender: Mare  
Breed: BWP  
Color: Bay  
Foal Date: 11/04/2013  
Microchip id: 976000009533362  
FEI passport #: 106JJ77  
  
Sire: Emerald  
Dam: Havanna vd Bisschop

#### 2. Ownership %:

Rein LLC: 50%  
Torrey Pines: 50% (retaining existing ownership)

#### 3. Purchase Price: \$425,000

##### Purchase Price Split:

Paid by Rein LLC: \$425,000  
Paid by Torrey Pines: \$0 (already own 50%)

#### 4. Expense Sharing %:

Paid by Rein LLC: 0.00%  
Paid by Torrey Pines: 100.00%

#### 5. Equine Income Sharing %:

Payable to Rein LLC: 50%  
Payable to Torrey Pines: 50%

Initials:

EL/TP  
TP

MR  
RLLC



Little Creek Investments INC

DATE: 21 January 2021

Invoice n° 21 - 0004

YOUR COMPANY:

175 Sheltingham Drive  
1414 FL Wellington  
3A  
o.torreypines@gmail.com

EIN FAMILY LLC  
108 Cone Manor Lane  
aleigh,NC,27613

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Horse sale 50 % Nikka Vd Bisschop MICROCHIP N°: 976000009533362	425000USD	425000USD
	Expenses.	100000USD	100000USD

Total	525000 USD

&Ä)\$!%(Ä!(Ä"#' :

Bank: TD BANK  
12280 Southshore Blvd Wellington, FL,33414.  
LITTLE CREEK INVESTMENTS INC.  
ABA Number: 067014822  
Account #: [REDACTED]

# Composite Exhibit B

December 1, 2021 Joint Venture Agreement and Invoice

NOT A CERTIFIED COPY

## **JOINT VENTURE AGREEMENT FOR OWNERSHIP OF HORSE**

Note: this document supersedes and replaces the Joint Venture Agreement for Ownership of Horse (Nikki vd Bisschop) dated January 21, 2021 and changes the ownership percentage from 50% Rein LLC and 50% Torrey Pines to 95% Rein LLC and 5% Torrey Pines in exchange for payment of US\$2,270,000

This Joint Venture Agreement for Ownership of Horse ("Agreement") is entered into on December 1, 2021, by and between Torrey Pines Stable Florida Corp., a Florida corporation, with an address of c/o Ecurie d'Ecaussinnes, 224 Rue de Mignault, 7062 Naast, Belgium ("Torrey Pines") and Rein Family LLC, a North Carolina limited liability company, with an address of 2908 Cone Manor Lane, Raleigh, North Carolina 27613 ("Rein LLC") (collectively, the "Parties").

### **Witnesseth:**

WHEREAS, Eric A. Lamaze ("Lamaze"), the President of Torrey Pines, is an accomplished equestrian rider, trainer and competitor, having won numerous Olympic medals in grand prix showjumping, as well as over a period of many years won major show jumping competitions throughout the world, who would like to purchase, own, train, show and sell selected grand prix level show jumping horses in conjunction with a co-owner who is able and willing to provide the financial backing needed in order to acquire high quality grand prix show jumping horses for such purpose;

WHEREAS, Rein LLC and Torrey Pines are engaged in the business of owning, buying, selling, training, breeding and showing of horses in competition and desire to act as such as co-owners; and

WHEREAS, Torrey Pines and Rein LLC desire to join together in a joint venture to purchase, train, show, compete and sell the horse described in Schedule A attached hereto and incorporated herein by reference) according to the terms and conditions set forth herein and therein;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Torrey Pines and Rein LLC agree as follows:

1. Torrey Pines shall sell to Rein LLC a 45% interest (and retain a 5% interest) in the horse described on the attached Schedule A (the "Horse") pursuant to an equine bill of sale reflecting that Torrey Pines and Rein LLC each own the Horse in the percentage interests as shown on Schedule A,

2. The purchase price will be paid to Torrey Pines for which the Parties shall be responsible to pay the portions shown on Schedule A to the Torrey Pines in exchange for a Bill of Sale which reflects Torrey Pines and Rein LLC as co-owners of the Horse in the percentages shown on Schedule A.

3. In addition to the Parties' monetary contribution towards the Purchase Price as set forth in Schedule A, they shall be responsible for covering the percentage shown on Schedule A of all costs and expenses reasonably incurred in connection with the ownership, stabling, feeding, veterinary care, travel/transport, showing and overall care and maintenance of the Horse at the level appropriate to that of a grand prix level show jumping horse. The Parties shall consult with each other with regard to the nature and amount of these expenses from time to time so that they both are aware of the nature and approximate amount of the expenditures being made.

4. All gross monies, fees and other revenue generated from or by the Horse, whether from prize monies, sponsorships, breeding, advertising, rent, sale or other sources (collectively, "Equine Income"), shall be split and distributed to each of the Parties in the percentages shown on Schedule A.

5. If, during the time of the Parties' joint ownership of the Horse, Lamaze is incapacitated, physically incapable of riding or showing the Horse or dies, the Parties agree as follows:

a. Ownership of the Horse shall, by operation of law, as of the date Lamaze becomes incapacitated, physically incapable of riding or showing the Horse or dies, Rein LLC shall immediately become the sole owner of the Horse; and

b. As long as he does so at a level appropriate to that of a grand prix level show jumping horse and in accordance with Rein LLC's wishes, preeminent professional rider Steve Guerdat ("Guerdat") shall ride, train, show and market the Horse for sale and, in the event of the sale of the Horse by Rein LLC that is brokered by Steve Guerdat, Rein LLC shall be entitled to receive one hundred percent (100%) of the profit from the sale of the Horse after first having paid Steve Guerdat a fair sales commission for such brokerage of the sale of the Horse.

6. Torrey Pines and Rein LLC represent and warrant to the other that they are (i) business professionals and investors who are experienced in the equine industry, (ii) well-informed as to the current health and performance capabilities of the Horse, (iii) entering into this Agreement knowing the risks associated with investing in competition horses, and (iv) have had the opportunity to perform any due diligence desired by them as to the Horse prior to entering into this Agreement and purchasing the Horse.

7. This Agreement shall be governed by, interpreted under and subject to Florida law. The sole and exclusive venue for any action at law or in equity arising out of or relating to this Agreement shall be the State Courts in and for Palm Beach County, Florida. Torrey Pines and Rein LLC agree to be subject to personal jurisdiction in the State of Florida. The prevailing party in any such action shall be entitled to recover from the non-prevailing party its reasonable attorney's fees actually incurred and court costs incurred pre-filing, during trial court proceedings, on appeal and in any collection proceedings.

8. This Agreement may not be amended orally, but may only be amended by a written document signed by both Parties.

9. This Agreement, as written, contains the entire agreement between the Parties as to the Horse. Any prior discussions, negotiations, representations, promises or warranties, written or oral, between the Parties are merged into and superseded by this Agreement.

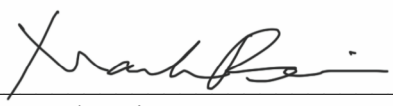
10. If the Horse is not purchased within the time period set forth in paragraph 1 above, time being of the essence, this Agreement shall terminate and be of no further force or effect.

Entered into voluntarily, freely and on their own accord by the Parties on the date set forth on the first page of this Agreement.

TORREY PINES STABLE FLORIDA  
CORP., a Florida corporation

REIN FAMILY LLC, a North  
Carolina limited liability company

By:   
Eric A. Lamaze, President

By:   
Mark Rein, Manager



## SCHEDULE A

### Details of Torrey Pines and Rein LLC Equine Joint Venture

#### 1. Horse Specifics:

Current Owner/Seller of Horse: Torrey Pines  
Horse Name: Nikka vd Bisschop  
Gender: Mare  
Breed: BWP  
Color: Bay  
Foal Date: 11/04/2013  
Microchip id: 976000009533362  
FEI passport #: 106JJ77  
  
Sire: Emerald  
Dam: Havanna vd Bisschop

#### 2. Ownership %:

Rein LLC: 95%  
Torrey Pines: 5% (retaining existing ownership)

#### 3. Purchase Price: US\$2,695,000

Purchase Price Split:  
Paid by Rein LLC: US\$425,000 paid January 2021  
US\$2,270,000 to be paid December 2021

Paid by Torrey Pines: \$0 (ownership changed to 5%)

#### 4. Expense Sharing %:

Paid by Rein LLC: 0.00%  
Paid by Torrey Pines: 100.00%

#### 5. Equine Income Sharing %:

Payable to Rein LLC: 95%  
Payable to Torrey Pines: 5%

Initials:

EL

TP

MR  
RLLC



Little Creek Investments INC

DATE: 1 DECEMBER  
2021

Invoice n° 21 - 0043

OUR COMPANY:  
2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com  
Phone: +34660579696

**BILL TO:**

REIN FAMILY LLC 2908  
Cone Manor Lane  
Raleigh, NC,27613

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1.	45% NIKKA VD BISSCHOP. BAY MARE WITH MICROCHIP N° 976000009533362	2,270,000 USD.	2,270,000 USD.

Total 2,270,000 USD

**PAYMENT DETAILS:**

Bank: TD BANK  
12280 Southshore Blvd Wellington, FL,33414.  
LITTLE CREEK INVESTMENTS INC.  
2675 Sheltingham Drive Wellington FL 33414  
ABA Number: 067014822  
Account #: [REDACTED]