

“SUN POWER” Syndication Agreement VIP Internet Stable, LLC

This agreement is made on the ____ day of _____, 2007 between _____ (“Investor”) and VIP Internet Stable, LLC (“VIP”) for the formation of a joint venture to race the Standardbred horse SUN POWER under the following provisions:

Term. This agreement shall commence upon the execution of this agreement and shall continue until the Racehorse listed above is no longer owned by VIP, dissolved by agreement of all parties or terminated under the provisions of this agreement.

Assets Ownership, Revenues, Expenses and Sale proceeds. The actual title to the Racehorse and all other assets related to this Agreement shall at all times remain owned entirely by VIP Internet Stable, LLC (Manager of this venture). Investors are entitled to Revenues and Sale Proceeds arising from this Racehorse and are responsible for all related Expenses, each in proportion to his or her Initial Capital contribution to the Total Syndication Value. There is no lease arrangement created by this Agreement. No ownership or other interest in the Revenues, Expenses, or Sale Proceeds of any other horse syndicated, owned or managed by VIP or any related entity is a part of this Agreement. **Please note that this investment DOES NOT meet the requirements to be licensed as an “OWNER” under any state Racing Commission.**

Investment. This Racehorse is being Syndicated at a total value of \$24,000. Investor has contributed \$ _____ which represents _____% interest in Revenues, Sale Proceeds and Expenses arising from this Racehorse.

Monthly Statements. An accounting of the Revenues, Expenses and Sale Proceeds of the Racehorse shall be delivered to each Investor within forty five (45) days after each month. In profitable months, a check for the Investor’s share of profits will be disbursed within forty five (45) days of the end of the month. In unprofitable months, a balance will be due from the Investor to cover his or her share of expenses not covered by net earnings. This balance due is payable immediately as directed by the Manager. Should the Racehorse be claimed, sold, die, or otherwise no longer be owned by VIP Internet Stable, LLC, a final accounting shall be prepared and a statement and final bill or check will be sent to Investor within 45 days.

Manager. The Manager of this joint venture is VIP Internet Stable, LLC, who shall devote such time necessary to meet the requirements of this Agreement. VIP has a demonstrated record of successfully managing racing ventures, and shall use its sole discretion and reasonable care to make any and all management decisions without any limitation. For these services, Manager shall be entitled to a) Commissions on Purses (5% on the first \$100,000, and 10% on purses over \$100,001), b) Commissions on Profitable Sales (10% of any sale proceeds exceeding the Syndication value), c) Administrative Fee (as determined by VIP and disclosed periodically to Investors), d) Discounts earned (“prompt payment”, “volume purchase” or other similar discounts not generally available to individual owners). VIP will also be reimbursed for necessary expenses incurred on behalf of Racehorse, and will include these in monthly Expenses. Manager reserves the right to revise all Agreements for this and any other Racehorse Investor is a party to, with thirty days notice sent via e-mail to Investor.

Individual Investor. Investor has a fiduciary responsible to act in at all times in the best interest of the venture, including remitting required expenses to the Manager no later than 7 days after the receipt of a bill and keeping Racehorse information confidential. Investor expressly understands that this is a highly speculative investment, with no guarantee of any return whatsoever, and the possibility that losses in excess of Initial Capital may be incurred for an extended period of time.

Involuntary Removal of a Investor. An Investor may be removed from this and all other Racehorse Syndicates Managed by VIP Internet Stable, LLC for violating the terms of this agreement, specifically including non-payment or chronic late payment of any amounts due. When an Investor is in violation of any of the terms of this Agreement, the Manager shall notify him by e-mail, and the Investor shall have 7 days to cure the violation. Should the Investor not comply, he or she shall forfeit his or her interest in this and all other ventures and lose his or her capital. In addition to removing the Investor, the Manager shall be entitled to seek additional relief, including legal, collection costs, and interest at the rate of 1.5% per month (18% per annum).

Sale of Interests. An Investor may sell his interest in this venture at any time, but must give right of first refusal to Manager. An Investor may voluntarily withdraw from this venture with 30 days notice to Manager but will forfeit all interest in the venture as of withdrawal date and be responsible for all expenses through withdrawal date.

Limited Power of Attorney. By executing this agreement, you give the Manager the limited Power of Attorney to sign on your behalf any documents necessary to conduct the normal operations of this venture.

Multiple Counterparts. This Agreement may be executed in multiple parts, each of which shall be deemed an original and together constitute one agreement

Sole Agreement. This instrument contains the sole agreement relating to this venture. It correctly sets out the parties rights and obligations. Any prior agreements, promises, negotiations, or representations not expressly set forth in this instrument have no force or effect.

ACCEPTED AND AGREED TO:

Investor Signature

Name

Street Address

City, State, Zip

Social Security Number

e-mail address

Manager

VIP Internet Stable, LLC
1308 Centennial Ave. #112
Piscataway, NJ 08854