

Product Disclosure Statement



Photo: by Vendor Pre-Magic Millions Tasmanian Yearling Sale

2018 Partnership 2016 Bay Filly by Written Tycoon from Honey Flower

This Product Disclosure Statement can only be issued (supplied to you) by the TTSC or Boom Racing Thoroughbreds. Where the PDS is issued (supplied) to you by an individual or party other than the TTSC or Boom Racing Thoroughbreds it has been issued illegally and is not valid. Please report any such occurrences to the TTSC immediately.

Notice to Potential Subscribers

Thoroughbred Trainers Service Centre Limited (ACN 112 056 032) (**TTSC or the Promoter**) is the promoter of the horse racing syndicate (Syndicate) detailed in this Product Disclosure Statement (**PDS**). TTSC is acting as the promoter for and on behalf of the seller.

Boom Racing Thoroughbreds (ABN 63 615 841 882) (**the Offeror**) is an Authorised Representative of the TTSC.

This PDS is important and should be read in its entirety. This PDS should not be relied on as the sole basis for any decision in relation to an investment in the Syndicate. Before deciding to acquire Share(s) in the Horse Racing Syndicate, you should consider the suitability of the Syndicate to you. This PDS does not take into account the investment objectives, financial situation and particular needs of each potential investor. If you are in any doubt as to the course, you should follow you should consult the Offeror and or the Promoter or your bloodstock advisor. An investment in this Syndicate is subject to investment and other risks which could result in delays in the repayment of, or loss of, capital invested or the delay or non-receipt of any return on that capital. Neither the Seller, the Offeror or the Promoter (including any director or associate), nor any party providing services to the Syndicate, guarantees the success of the Horse Racing Syndicate, payment of prize-money or repayment of your investment.

Certain terms and expressions used in this PDS have defined meanings which are set out in the Glossary section of this PDS.



Thoroughbred Trainers Service Centre Limited

ACN 112 056 032 AFSL 288 213

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Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

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Partnership (2016 Filly by Written Tycoon from Honey Flower)

1. Promoter

The Promoter of the Horse and the Syndicate is Thoroughbred Trainers Service Centre Limited (ACN 112 056 032). The Promoter's Australian Financial Services Licence number is 288 213 and its registered office address is Level 1 Racing Centre, 400 Epsom Road, Flemington, Victoria, 3031.

2. Offer, Offeror and Syndicate Overview

The Offeror of the Horse and the Syndicate is Boom Racing Thoroughbreds (ABN 63 615 841 882). Boom Racing Thoroughbreds is an Authorised Representative of the TTSC. The Offeror's ASIC Registration number is 001 265 551 and its registered office is 25 Karingal Avenue, Bilambil Heights, New South Wales, 2486.

The principal purpose of the Syndicate is the ownership and racing of the Horse described in this PDS.

The Horse will be owned by the Owners (up to each Owner's level of investment), who contribute to its purchase price, to its training and other continuing costs and who share in its winnings (if any).

Under ASIC Corporations (Horse Schemes) Instrument 2016/790, the maximum number of Owners in the Syndicate at any one time will be Fifty Owners and the maximum amount sought from the issue of the Shares in the Syndicate to Owners is \$500,000 (inc. GST).

Potential investors are invited to apply for up to 40 (Forty) of the 50 (Fifty) Shares in the Syndicate, to a maximum value of \$41,000 the percentage of the 2016 Filly by Written Tycoon from Honey Flower available for public promotion is 80%.

3. Manager

The Manager of the Syndicate will be Boom Racing Thoroughbreds (Authorised Representative 001 265 551).

The Manager will be required to manage the Syndicate in accordance with the terms of the Partnership Agreement and any rules, regulations or guidelines made by the Lead Regulator in respect of such manager or management. The Manager is responsible for all aspects of the management of the racing career of the Horse, preparation of the Syndicate's annual accounts for submission to the Lead Regulator, the management of communications between the Owners and the stables, and the provision of all administrative services and trust accounts of the Syndicate.

Note: The filly was a joint venture purchase between Boom Racing Thoroughbreds (BRT) & Mitch Beer Racing. BRT are offering shares in their 50% for sale and will charge owners directly, their charge includes a management fee which commences August 1st 2018.

4. Definition of Seller

The Seller of the Horse is Boom Racing Thoroughbreds (Authorised Representative 001 265 551) The seller is retaining 10 shares in the Horse.

5. Formation of Syndicate

The Syndicate is being formed to race a 2016 Filly by Written Tycoon from Honey Flower, the particulars of which are detailed in this PDS.

6. Shares Available

There are 50 (Fifty) Shares in the Syndicate with 40 (Forty) Shares available for sale with the price of each **2%** Share \$ 522.50 (inc. GST) plus a percentage of the Formation Expenses (set out in Section 17a of this PDS) in the amount of \$ 297.00 (inc. GST), a total of \$ 820.00 (inc. GST) (**Application Monies**).

Shares available for sale can be purchased in units of **10%** \$4,100.00 (inc. GST); **5%** \$2,050.00 (inc. GST); or **2.5%** \$1,025.00 (inc. GST) and subject to availability **2%** \$ 820.00 (inc. GST) in the Syndicate upon approval by Boom Racing Thoroughbreds.

The Application Monies will be held in trust by the Promoter on behalf of the Syndicate until the date on which the Syndicate is fully subscribed, and registered by the Lead Regulator, upon which date the Promoter will release those monies to the Seller. In addition to the payment of the Application Monies by each Owner, fees are also payable by Owners which are set out in section 11 of this PDS.

7. Horse Description

Age	Foaled 16 October 2016
Sex	Filly
Pedigree	By Written Tycoon from Honey Flower (by Bel Esprit)
Brands & Markings	Refer Vet report
Colour	Bay
Name	Unnamed
Breaking in Status	Broken-in by Greg Hayes.

8. Horse Pedigree

Pedigree details as per Arion Pedigrees catalogue page and a detailed pedigree is available in Section 31 of this PDS.

Sire – Written Tycoon (by Iglesia)

As a racehorse Written Tycoon showed his ability on debut when winning a 2YO Handicap over 1100m, under the guidance of Graeme Begg, in January of 2005. Two starts later, Written Tycoon won the Group 2 Todman Stakes (1200m) at Rosehill by a length defeating Domesday (by Red Ransom).

During the chestnut's classic season, the son of Iglesia finished runner-up in the Group 3 San Domenico Stakes (1000m) at Randwick. In doing so Written Tycoon defeated the previous seasons Group 1 Golden Slipper winner Stratum (by Redoute's Choice) and future Oakleigh Plate winner Snitzel (by Redoute's Choice) in-turn all three retired to stud and all have sired Group 1 winners.

With two wins, three placings and more than \$289,000 in earnings Written Tycoon retired for covering duties at Eliza Park Stud in the spring of 2007 covering that first book of mares for a modest fee of \$8,250.00 (inc. GST). Victorian breeders supported the chestnut sending 118 mares to be covered. In-turn they produced 94 live foals that went on to perform on the racetrack providing the chestnut horse with Leading First Crop Sire award in Australia in 2010-11.

Out of Party Miss (by Kenmare) a winner of four races that hails from the female family that's produced a champion sprinter Yell (by Anabaa) in 2002-03 (nine wins); Anthems (by Palace Music) 10 wins including the Group 1 QTC Sires' Produce Stakes and Queensland Classic plus Holler (by Commands) four wins including the Group 1 ATC Canterbury Stakes, Written Tycoon offers breeders plenty of options being free of Danehill (by Danzig).

Now covering mares at Woodside Park Stud in Victoria, Written Tycoon remains popular with breeders' overall with the Australian Stud Book showing more than 1,600 mares have been served over the past 11 seasons. The popular horse confirmed his status as Victoria's leading stallion on the last Saturday in February when Written By (ex Yau Chin) easily won the Group 1 Blue Diamond Stakes (1200m). The chestnut horse has five winners at the

highest level, the same number again at Group 2, three at Group 3 and 12 Listed another 19 stakes placegetters. As of early-December 2018, the horse's statistics read 561 runners for 419 individual winners with earnings of more than \$53million in earnings. Since the initial title, Written Tycoon has claimed the Champion two-year-old Sire in Australia during the 2015-16 season as well as two Champion Victorian Sire crowns. Along with Written By, the horse sired last seasons' Group 2 MRC Tranquil Star & Group 3 Kevin Hayes stakes winner Booker; the Group 2 MRC Rubiton Stakes winner Super Cash along with black type winners Music Magnate; Grande Rosso; Balf's Choice; Overplay and Despatch. That racetrack success has seen Written Tycoon's fee at Woodside Park increase to \$110,000.00 (inc. GST) after serving a full book of 167 mares from a fee of \$88,000.00 (inc. GST).

Dam – Honey Flower (by Bel Esprit)

Trained by Ross McDonald at Caulfield, Honey Flower was a handy mare winning four races from fourteen starts which included a win in the Listed VRC G H Mumm Stakes over 1100 m. by a short half-head. In the Autumn of 2013 she also placed at Group 3 level in the SAJC D C McKay Stakes (1100 m.).

Her sire Bel Esprit is best known as the sire of Australia's World Sprint Queen, Black Caviar, Bel Esprit was brilliant at two and three and won multiple, Group 1 events. Now a successful sire, Bel Esprit represents a speed branch of the Northern Dancer line that is not via Danzig but rather through the classic winner Nijinsky and his talented sire son, Royal Academy. Bel Esprit's dam Bespoken is a half-sister to the Group 1 Blue Diamond winner, Mahaasin (by Biscay) and is by the Golden Slipper winner Vain (by Wilkes) a winner of 12 of his 14 starts and a champion sire of broodmares.

Her dam's side traces through to Scarlet Ribbons (by Century) dam of the Group 2 winner Stage Hit as well as being related to current 6yo gelding Lite'n In My Veins (by Henrythenavigator) nine wins including the Group 3 Northerly & Sir Earnest Lee-Steere Classic at Ascot. Along with last season Group 3 MRC Coongy winner Kiwia (by Reset) and the black type winners Hi World (by High Chaparral), Loveyamadly (by Bel Esprit) and Ducimus (by Snitzel).

Last spring Honey Flower was covered by the 2015 MRC Caulfield Guineas winner Press Statement (by Hinchinbrook) and has a weanling colt by the 2015 Blue Diamond winner Pride of Dubai (by Street Cry), after slipping her foal in the spring of 2015 with the mares first cover All Too Hard producing the now 4-YO bay horse Cristovao has placed three times from a handful of runs as of early December.

9. Naming and Registration

The Promoter nor the Offeror have applied for a certificate of registration of the Horse. The Horse will be named by the Owners and registered once the Syndicate has been fully subscribed.

10. Trainer Details

a. Trainer Location

Mitchell Beer will be training the Horse at Albury, New South Wales.

b. Trainer Profile

Mitchell Beer was born into racing and relished having the bug for the sport from an early age.

His father, Les was a successful jockey that rode many winners during a career that spanned more than 30-years while his sister Ashlee was a professional jockey, who now competes on the picnic circuit.

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Mitchell started his professional life with thoroughbreds at 16 when he worked for the powerful Lloyd Williams operation at Flemington before stepping up to become the stable foreman for Russell Cameron, also at Flemington.

The experience gained with both Flemington operations served Mitchell well, moving to Mornington to become the assistant to another talented horseman, Jason Warren.

Beer worked with Warren as he developed his business to become one of the premier stables on the Peninsula as a host of smart horses went through the stable, none better than the Group 1 winner Bel Sprinter, during Mitchell's tenure.

Mitchell played a significant role in Bel Sprinter's maiden Group 1 win in the Galaxy in Sydney in 2013 before he travelled with the exciting galloper to Singapore where the speedster ran second to the world class performed Lucky Nine in the KrisFlyer International Sprint.

Mitchell gained his trainers' licence in November 2015 before forming the partnership with Max Hinton soon after. In the summer of 2016 Mitchell trained his first Group winner with Almighty Girl sustaining a long run for victory in the Typhoon Tracy Stakes Group 3 over 1200m.

Mitchell decided to permanently move his stables to Albury in September 2018 and had immediate success winning the Cootamundra Cup with former New Zealand mare, Dreams Of Paris.

Beer is well known, liked and respected throughout the industry with his infectious personality and attends the yearling sales as he searches for a 'special' galloper.

c. Trainer's Terms & Conditions

Mitchell Beer Racing is a financial member of the Australian Trainers Association (ATA) and uses its endorsed terms and conditions of training.



This Agreement is endorsed by the Australian Trainers Association

This document is our Training Agreement. It will apply to each Horse from the time it is delivered by the Owner or the Owner's agent and accepted by us onto the Property. Delivery of the Horse will constitute the Owner's acceptance of all terms and conditions.

TRAINING AGREEMENT – TERMS AND CONDITIONS (from 1/8/2017)

THIS AGREEMENT will operate from the Effective Date.

BETWEEN: The Proprietor
AND: The Owner

RECITALS

A. The Proprietor is a provider of horse training and ancillary services.
B. The Owner is the owner or lessee of the Horse.
C. The parties have agreed that the Proprietor will accept delivery of the Horse and provide the services in accordance with this Agreement.

BY THIS AGREEMENT it is agreed as follows:

1.1 APPOINTMENT
The Proprietor:
(a) will take possession and day-to-day control of the Horse on behalf of the Owner for the purpose of providing the services; and
(b) will, exercising reasonable care, skill and diligence at all times during the Term, provide the services in a proper and efficient manner in accordance with the normal standards applied, provided and maintained in connection with the training and racing of thoroughbred racehorses.

1.2 Clause 1.1 notwithstanding, but subject to clause 6, all risk in relation to the physical well-being of the Horse will remain with the Owner.

1.3 (1) This Agreement:
(a) is subject to the Rules of Racing, including the TOR Rules;
(b) excludes and replaces the terms of the TOR Standard Training Agreement, as permitted by TOR Rule 1; and
(c) is irrevocable and legally binding upon the parties for the Term.
(2) Any right or obligation accruing under this Agreement during the Term will not be affected or prejudiced by it ending. The Proprietor is relieved of any further obligation from the End Date.

1.4 ASSOCIATED ENTITIES
(1) Additional services may be provided by Associated Entities of the Proprietor. If any such additional services are provided by an Associated Entity of the Proprietor, and such Associated Entity does not have a separate agreement with the Owner in relation to the provision of those additional services, then the Owner agrees that this Agreement, except for clauses 3 and 6, will apply *mutatis mutandis* to the agreement between the Owner and the Associated Entity for the provision of those additional services.
(2) Without limiting paragraph (1), the Owner acknowledges and agrees that in entering into paragraph (1), the Proprietor does so for one's own benefit, and as agent of and trustee for each Associated Entity of the Proprietor who is or may be entitled to the benefit of the Owner's covenants in paragraph (1) (with each Associated Entity entitled to enforce those covenants against the Owner in its own name and style).
(3) This Agreement binds them both individually and collectively, and either the first-named registered Owner or such other person nominated by the Owners will be the manager and deemed duly authorized agent of all of them for all dealings with the Proprietor in relation to the Horse and this Agreement.

1.5 MULTIPLE PARTY OWNERSHIP ARRANGEMENTS
(1) If multiple parties comprise the ownership of the Horse:
(a) this Agreement binds them both individually and collectively, and either the first-named registered Owner or such other person nominated by the Owners will be the manager and deemed duly authorized agent of all of them for all dealings with the Proprietor in relation to the Horse and this Agreement.
(2) **CO-OWNERS**
(a) Unless otherwise agreed with the Proprietor, if the multiple parties comprising the ownership arrangement are co-owners, they are severally liable for the proper

2. DELIVERY OF HORSE
The Owner or the manager must:
(a) complete all procedures and documentation required by the Proprietor prior to delivering the Horse to the Property on the day and at the time specified by the Proprietor; and
(b) comply with a direction given by the Proprietor at any time to remove the Horse from the Property.

3. SERVICES
The Proprietor's services include (without limitation):
(a) training and racing the Horse to best advantage;
(b) caring for and maintaining the Horse, including:
(i) providing stabling and ancillary facilities, equipment and gear, feed and supplements; and
(ii) providing or as the agent of the Owner procuring agistment and pre-training;
(c) as the agent of the Owner, procuring the services of such Third Party Service Providers as the Proprietor may consider necessary to provide services in relation to the Horse, including chiropractic care, dentistry, farriery, veterinary care and transportation;
(d) communicating verbally (either in person or by telephone or voice message), or in writing (either by post, email, text message or facsimile), on a regular basis with the Owner or the manager in relation to the care, training and racing of the Horse, including:
(i) its general well-being and progress;
(ii) its proposed racing program and race performances (pre and post-race reports), including when it is nominated and accepted for any trial or race;
(iii) when it changes location or is relocated from the Property for any reason, including (without limitation) either to race interstate or overseas, for agistment or pre-training, to a veterinary clinic or sales complex, or because this Agreement has ended; and
(iv) if it dies or suffers a material illness or injury; determining in consultation with the Owner or the manager the racing program of the Horse and also the jockey who will ride it in each of its races; and
(e) as the representative of the Owner or the manager, entering (including nominating and accepting) the Horse for or scratching it from any race or trial, at the Proprietor's discretion, unless otherwise specifically agreed with the Owner or the manager.
(f) The Proprietor must obtain the Owner's or the manager's approval before authorizing that the Horse:
(a) be relocated to race in another jurisdiction either within Australia or overseas;

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- (b) be entered for any race for which the total of nomination and acceptance fees is likely to be more than \$2,000; or
- (c) undergo surgery or receive any extraordinary (other than routine) veterinary or other treatment, the cost of which is likely to be more than \$2,000.
- 3.3 If the Horse is an Entire, the Proprietor must obtain the Owner's or the manager's approval before authorizing that it be gelded.
- 3.4 Except in circumstances that do not afford the Proprietor the opportunity to obtain veterinary advice and the Owner's or the manager's approval, the Proprietor must not authorize that the Horse be euthanized as a consequence of accident, illness, injury or other cause, unless such action is recommended on humane grounds and certified by a qualified equine veterinarian retained at the discretion of the Proprietor or Principal Racing Authority.
- 3.5 The manager must obtain the approval of the parties comprising the ownership arrangement (in accordance with the terms of that arrangement) before authorizing the Proprietor to take the actions contemplated by clauses 3.2, 3.3 and 3.4.
- 3.6 If the Proprietor, at any time, arranges for the Horse:
- (a) to be relocated to another property which is not operated by the Proprietor; or
- (b) to be offered for sale, sold or otherwise disposed of on behalf of the Owner;
- such arrangement will be made by the Proprietor as the Owner's agent and the Proprietor will no longer be responsible to the Owner either for the care and well-being of the Horse, or for fees and charges incurred.
- 4. FEES AND EXPENSES**
- 4.1 **FEES NOTICE**
- (1) The Proprietor's current basic fees and charges, together with the mandatory allocation of Prize money prescribed by the Rules of Racing, are set out in the Fees Notice.
- (2) The Proprietor must, within 7 days of being appointed as the trainer of the Horse, provide to the Owner or the manager, a copy of the Fees Notice. The Owner or the manager will then have 14 days to resolve with the Proprietor any query or objection in relation to the Proprietor's fees and charges. In any event, the Owner or the manager must resolve such query or objection prior to delivering the Horse to the Property.
- (3) The Proprietor may impose additional charges for additional services. Fees and charges of Third Party Service Providers are in addition to the Proprietor's fees and charges.
- 4.2 The Proprietor may vary one's fees and charges, including additional remuneration and gratuities, but must provide an amended Fees Notice to the Owner or the manager prior to implementing the increase.
- 4.3 **LIABILITY FOR PAYMENT**
- The Owner must pay or reimburse the Proprietor and any Third Party Service Provider in accordance with such party's normal trading terms:
- (a) all fees and expenses of caring for, training and racing the Horse, including (without limitation) agistment, pre-training and training fees, race entry fees (nomination, entry and acceptance), chiropractic, dentistry, farriery and veterinary fees, and transportation costs; and
- (b) the mandatory allocation of actual or advertised Prize money to the Proprietor, the jockey and other named parties, prescribed by the Rules of Racing or race entry conditions and distributed directly to each of them via the Principal Racing Authority's stakes payment system or other means.
- 4.4 The Owner must pay or reimburse the Proprietor upon demand the amount of any invoice rendered directly to the Proprietor by a Third Party Service Provider.
- 4.5 The Proprietor may require the Owner to advance to the Proprietor moneys on account of the estimated cost of specified race entry fees, surgery or extraordinary veterinary treatments, and will not be obliged to incur the expense until such moneys are received.
- 4.6 **ADDITIONAL REMUNERATION AND GRATUITIES**
- The Owner must also pay to or bestow upon the Proprietor the additional remuneration and gratuities set out in the Fees Notice.
- 4.7 **INVOICING**
- The Proprietor and any Third Party Service Provider will invoice fees and charges, including any additional remuneration and gratuities:
- (a) to the Owner; or
- (b) if the ownership arrangement is comprised of multiple parties, as agreed with the manager, either:
- (i) to the Owners collectively via the manager; or
- (ii) to each party directly one's proportion of such fees and charges.
- Regardless of the invoicing arrangements, liability for all such fees and charges remains as set out in clauses 1.5.
- 4.8 **METHOD OF PAYMENT**
- The Proprietor's preferred method of payment is by EFT, or by Mastercard or Visa credit card. In the case of multiple Owners and proportionate direct invoicing, the Proprietor may charge an additional administration fee.
- 5. RULES OF RACING**
- 5.1 The Proprietor, the Owner and the manager must at all times:
- (a) comply with the Rules of Racing, including the TOR Rules; and
- (b) be eligible to be an Owner under the Rules of Racing.
- 5.2 If there is any inconsistency between a provision of this Agreement and the Rules of Racing, including the TOR Rules, the latter will prevail to the extent of the inconsistency.
- 5.3 The Owner expressly and irrevocably authorizes the Proprietor to obtain from Racing Australia or the Principal Racing Authority full details of the Owner, as recorded with such body, including (without limitation) name, residential and email addresses, telephone and facsimile numbers.
- 5.4 If the Horse is leased, the authorization in clause 5.3 will extend to and include full details of the lessor.
- 6. TRAINING FEES DISPUTES RESOLUTION PROCEDURES**
- The parties acknowledge that the Training Fees Disputes Resolution Procedures apply to this Agreement. Those procedures are summarized as follows:
- (a) Any invoice rendered by the Proprietor prior to the 15th of the month is payable by the end of that month, or if rendered after the 15th of the month is payable by the end of the following month. If the Owner fails to pay, but does not within that period dispute the amount of such invoice by giving a Dispute Notice to the Proprietor (and a copy to Racing Australia), the Presumption of a Training Debt arises and the Owner will be deemed a defaulter for non-payment of training fees. If a Dispute Notice is given, the Presumption of a Training Debt does not arise.
- (b) Paragraph (a) notwithstanding, the Owner or the manager may within 6 months after receiving an invoice rendered by the Proprietor dispute the amount of such invoice by giving a Dispute Notice.
- (c) Following the giving of a Dispute Notice, either party may within 14 days elect to have the dispute determined by the Training Disputes Tribunal by giving to Racing Australia (and a copy to the other of them) a Notice of Election of Hearing and the applicable filing fee. A Dispute Notice will lapse if a Notice of Election of Hearing is not given.
- (d) The Owner or the manager may attend and be heard at the hearing of the dispute before the Training Disputes Tribunal.
- (e) The parties must strictly comply with any determination by the Training Disputes Tribunal. If either party does not comply with such determination, the other of them:
- (i) may exercise one's other contractual and legal remedies against that party; and
- (ii) the relevant Principal Racing Authority may take whatever disciplinary action it considers appropriate against that party.
- 7. VISITATION**
- The Owner or the manager may, by appointment with the Proprietor, attend at the Property for the purpose of inspecting the Horse. Visitation will be entirely at the Owner's or manager's own risk, assumed voluntarily, and the Proprietor will not be liable for the materialisation of an Inherent Risk associated with such visitation, including (without limitation) accident or injury, howsoever arising, involving or sustained by the Owner or the manager, or any other person who may accompany the Owner or the manager when visiting the Property.
- 8. PROPRIETOR'S RIGHT OF INDEMNITY**
- The Owner must indemnify the Proprietor against all expenses and liabilities incurred in the course of properly complying with this Agreement.

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9. LIMITATIONS TO OWNER'S RIGHT OF INDEMNITY

9.1 Neither the Proprietor nor any Third Party Service Provider will be liable to the Owner for damages for harm suffered by the loss or diminution in value of the Horse:

- (a) if it dies, or value is diminished as a consequence of the materialization of an Inherent Risk, including (without limitation) accident, illness, infertility or sub-fertility, injury, or natural cause; or
- (b) if it fails to compete in or win any races or Prize money.

9.2 Except for any right of indemnity specifically preserved by this Agreement, the Owner expressly surrenders, so far as the law permits, any right which the Owner may have against the Proprietor or any Third Party Service Provider to claim damages for harm suffered by the loss or diminution in value of the Horse, howsoever arising, including (without limitation) liability in negligence and any right of the Owner to claim damages for economic loss or loss of opportunity to earn future income.

9.3 Any right of indemnity either specifically preserved or not capable of surrender will be limited in damages to the initial amount paid by the Owner to acquire the Horse.

9.4 Certain legislation, including the *Competition and Consumer Act 2010 (Cth)*, may impose consumer guarantees or imply warranties or conditions or impose obligations upon the Proprietor which cannot be excluded restricted or modified, or cannot be excluded restricted or modified except to a limited extent. This Agreement must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which the Proprietor may limit one's liability, such liability is limited to:

- (a) in the case of goods, at the Proprietor's option:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, at the Proprietor's option:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10. LIEN AND CHARGE

10.1 The Owner grants to the Proprietor a Lien over the Horse and a Charge over the Horse, Prize money and proceeds, as security for the proper performance of the Owner's obligations under this Agreement, including (without limitation):

- (a) to pay all fees and charges payable under this Agreement, including any additional remuneration and gratuities; and
- (b) not to either transfer, sell or otherwise dispose of, or create any Encumbrance attaching to, the Horse, other than in accordance with this Agreement.

10.2 This Lien or Charge:

- (a) entitles the Proprietor:
 - (i) to possession of the Horse (including the Horse ID card or any replacement card) until such time as all amounts due and payable by the Owner under this Agreement are paid; and
 - (ii) to retake possession of the Horse (including the Horse ID card or any replacement card) where the Proprietor does not have such possession at the time when the Owner's breach of this Agreement occurs; and
- (b) includes the right of the Proprietor:
 - (i) to give a direction for the payment of Prize money and proceeds; and
 - (ii) to sell the Horse or appoint a receiver to do so; when the Owner's breach of this Agreement occurs.

10.3 The rights conferred by this clause 10 are in addition to and not in substitution of any rights of the Proprietor at common law or under any statute.

11. INSURANCE

Unless otherwise agreed in writing by the Proprietor, the Owner is responsible for arranging one's own insurance cover (including the renewal of any existing cover) for mortality and other insurable risks in relation to the Horse for the Term.

12. OWNER'S SALE OR ENCUMBRANCE OF HORSE

If the Owner elects either to transfer, sell or otherwise dispose of, or to create any Encumbrance attaching to the Horse, while any fees and charges are outstanding and payable to the Proprietor or any Third Party Service Provider under this Agreement, the Owner must prior to doing so either:

- (a) pay all such outstanding fees and charges to the Proprietor or Third Party Service Provider; or
- (b) obtain the Proprietor's approval either to the proposed sale or other disposition, or to the creating of the Encumbrance. The Proprietor may give approval (with or without conditions), or withhold approval without providing a reason. If the Proprietor does approve, the Owner must comply with any conditions of such approval, and otherwise obligate the proposed purchaser, acquirer, or grantee of any Encumbrance to novate this Agreement. In any event, the Owner will remain liable to the Proprietor or Third Party Service Provider for any fees and charges not paid to the Proprietor or Third Party Service Provider by such purchaser, acquirer, or grantee.

13. ACKNOWLEDGEMENTS UNDERTAKINGS AND WARRANTIES

13.1 The Proprietor acknowledges that, other than as set out in this Agreement, the Owner has neither made any representation nor provided any warranty to the Proprietor in relation to the Horse.

13.2 The Owner acknowledges entering into this Agreement at one's own risk and that, other than as set out in this document, the Proprietor has neither made any representation, nor provided any warranty:

- (a) in relation to the services to be provided or procured by the Proprietor; or
- (b) that the Horse:
 - (i) will win any races or Prize money;
 - (ii) will have any residual value as a stallion or broodmare; or
 - (iii) if an Entire, will not require gelding as a consequence of physical or behavioral considerations in an effort to enhance racing performance.

13.3 The Owner undertakes:

- (a) not to appoint or grant possession of the Horse to a new trainer while any fees and charges are outstanding and payable to the Proprietor or any Third Party Service Provider under this Agreement, unless the Owner has lodged a Dispute Notice and deposited the full amount of the outstanding fees and charges into the Training Disputes Trust Account; and
- (b) not to assign one's rights or obligations under this Agreement to any third party without first obtaining the Proprietor's approval, which will not be unreasonably withheld or delayed. It will not be unreasonable for the Proprietor to withhold approval if the Owner is in breach of any payment obligation under this Agreement.

13.4 The Owner warrants that the Owner:

- (a) is either:
 - (i) the holder of the legal and beneficial title to the Horse, free of any Encumbrance, or if subject to an Encumbrance, duly authorized by the grantee to enter into this Agreement; or
 - (ii) the lessee of the Horse, duly authorized by the legal owner and lessor to enter into this Agreement; and
- (b) is not aware of any behavioral, physical or health problem with the Horse which, if known to the Proprietor, would cause the Proprietor to refuse to take delivery of the Horse at the Property.

14. FURTHER ACKNOWLEDGMENTS AND DECLARATIONS

14.1 The Owner acknowledges:

- (a) that owning and racing thoroughbred racehorses:
 - (i) is speculative, as the Owner will incur significant fees and expense without the assurance of any financial return; and
 - (ii) involves risks, including (without limitation) the Inherent Risks specifically referred to in clauses 7 and 9.1;
- (b) that prior to entering into this Agreement, the Proprietor provided to the Owner and the Owner has read and understood:
 - (i) the Fees Notice; and
 - (ii) the document marked "WARNING - IMPORTANT INFORMATION" that is attached to this Agreement; and

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Boom Racing Thoroughbreds Authorised Representative 001 265 551

- (c) that any assessment or expression of opinion by the Proprietor as to how the Horse may perform in any specific race, or generally, will not constitute a representation or warranty as to performance.
- 14.2 The Owner declares that prior to the Effective Date the Owner has had the opportunity:
- to obtain:
 - independent legal advice in relation to one's rights and obligations under this Agreement; and
 - a copy of the Rules of Racing, including the TOR Rules; and
 - to inspect the Property and the facilities in order to satisfy oneself as to their fitness for purpose;
- and has either done so, or freely declined the opportunity to do so.
- 15. GST**
- 15.1 The parties acknowledge that this Agreement will constitute a Taxable Supply under the GST Act.
- 15.2 Any fee or charge specified in the Fees Notice as payable by the Owner under this Agreement has GST included in it, unless it is specifically stated as being exclusive of GST.
- 15.3 Any invoice rendered by a party to this Agreement in connection with a Taxable Supply made pursuant to this Agreement which seeks to recover an amount of GST payable by that party must conform to the requirements for a Tax Invoice and must be delivered on or before the date payment is required.
- 16. OWNER'S DEFAULT**
- 16.1 If the Owner breaches a payment obligation and the Presumption of a Training Debt arises under this Agreement, the Proprietor:
- may stop or suspend training the Horse (including entering it for any race or trial) until the breach is remedied;
 - may charge interest on the outstanding amount at the prevailing rate prescribed for pre-judgment interest by the Supreme Court for the period commencing on the day after the due date and ending on the date payment is received; and
 - may give a Default Notice to the Owner, the manager or lessor (as the case requires), requiring that such breach be remedied within 14 days. If the Owner fails to remedy the breach within the period specified in the Default Notice, the Proprietor may pursue all or any of one's contractual and legal remedies against the Owner.
- 16.2 **DIRECTION FOR THE PAYMENT OF PRIZE MONEY AND PROCEEDS**
- The Proprietor may exercise one's right to give a direction for the payment of Prize money and proceeds:
 - if the Horse is racing, by notice to the Principal Racing Authority requiring payment directly to the Proprietor as a first call on the total of any net Prize money; and
 - if the Horse is sold, by notice to the selling agent or buyer (as the case requires) requiring payment directly to the Proprietor as a first call on the total of net sale proceeds;

of such amount as is required to fully extinguish and discharge any outstanding payment obligation of the Owner under this Agreement.
 - The Owner expressly and irrevocably directs the third party recipient of a notice served pursuant to paragraph (1) to make payment in accordance with that notice without reference to the Owner or the manager and without requiring a court order for payment and attachment of debt.
- 16.3 **POWER OF SALE OF HORSE**
- For the purpose only of the Proprietor exercising one's right to sell the Horse when the Owner's breach of this Agreement occurs, the Owner:
 - in consideration of these presents and for good and valuable consideration, irrevocably appoints and directs the Proprietor, as the Owner's duly authorised agent, attorney under power of attorney, or representative, as the law permits, to execute any instrument and do any act or thing required to effect the sale and convey and assure the buyer the Horse sold, including (without limitation) registration of the transfer of ownership of the Horse with the Registrar of Racehorses or Principal Racing Authority; and
 - expressly and irrevocably directs the Registrar of Racehorses or Principal Racing Authority to register the transfer referred to in paragraph (a) without reference to the Owner or the manager and without requiring a court order for registration.
 - If the Proprietor elects to exercise one's power of sale in relation to a defaulting co-owner's interest in the Horse and is required by the Corporations Act to provide a prospective purchaser with a Product Disclosure Statement, the Proprietor may request a Product Disclosure Statement from the manager, which the manager must provide within 7 days of receiving such request.
 - If a sale by public auction, the Proprietor may offer the Horse without reserve and sell it to the highest bidder.
 - If the Proprietor elects to sell the Horse other than by public auction, such sale must be at arms' length and at a price not less than the fair market value of the Horse determined by either MM or WI, or if neither of them is able or willing to act, then another member of the FBAA who is able and willing, at the Proprietor's discretion.
 - The Proprietor must give the Owner, the manager or lessor (as the case requires), 14 days' notice of any proposal to sell the Horse by public auction, and 7 days' notice of any proposal to sell the Horse other than by public auction.
 - Upon the sale of the Horse the Proprietor must apply the sale proceeds:
 - firstly, in payment of all fees and charges payable in connection with the sale, including (without limitation) the sale entry fee and commission, transportation and sale attendance; and
 - secondly, in payment to the Proprietor, or Third Party Service Provider, of all fees and charges, including (without limitation) any interest and enforcement costs that are outstanding and payable by the Owner.

The Proprietor must pay to the Owner or the manager any sale proceeds not required to be applied by the Proprietor either in remedying or as a consequence of the Owner's breach of this Agreement.
- 16.4 INDEMNITY COSTS**
- If the Proprietor, Third Party Service Provider, or such party's nominee, undertakes any debt recovery action with any agency or legal proceedings against the Owner in relation to the Owner's breach of a material obligation, including (without limitation) any payment obligation, such party will be entitled to recover all fees and expenses, including agency commissions, legal fees and other costs incurred in relation to such action or proceedings on a full indemnity basis.
- 16.5 OTHER RIGHTS**
- The rights conferred by clauses 16.1 to 16.4 inclusive will not prejudice any other rights which the Proprietor may have against the Owner relating to the Owner's breach of this Agreement.
- 17. PPSA**
- 17.1 The provisions of this Agreement constitute a Security Agreement under the PPSA. These provisions are in addition to and not in substitution of any rights of the Proprietor at common law or under any statute.
- 17.2 The Owner:
- grants to the Proprietor a Security Interest over the Horse as livestock (as that term is defined in the PPSA) and proceeds to secure the proper performance of the Owner's obligations under this Agreement;
 - consents to the Proprietor, as the Secured Party, registering the Security Interest on the PPSR;
 - acknowledges that the Security Interest is granted for value and to enable the Horse to be fed or developed and, as a result, is a priority interest in livestock pursuant to Section 86 of the PPSA;
 - undertakes:
 - to execute any document required to enable the Proprietor to register a Financing Statement or Financing Change Statement from time-to-time on the PPSR to perfect the Security Interest;
 - to pay or reimburse all fees and expenses incurred by or on behalf of the Proprietor in relation to the enforcement or discharge of the Security Interest; and
 - not to grant any Encumbrance attaching to the Horse to any other person without first obtaining the Proprietor's written consent;

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- (e) declares that, to the extent permitted under the PPSA, sections 142 and 143 of the PPSA will not apply to this contract or the Security Interest; and
- (f) waives any right as permissible under the PPSA to receive a notice.
- 17.3 The Proprietor must discharge the Security Interest when all of the secured obligations of the Owner under this Agreement are satisfied.
- 17.4 If there is an existing Encumbrance attaching to the Horse at the time of the parties entering into this Agreement, the Owner assures the Proprietor that the grantee of such Encumbrance approves of the Owner entering into this Agreement and consents to the Security Interest granted to the Proprietor having priority over such Encumbrance, regardless of whether or not such Encumbrance is a perfected or unperfected Security Interest.
- 18. NOTICES**
- 18.1 Any notice, demand, or other instrument given under this Agreement will be deemed to have been properly given if it is in writing and delivered to or sent by prepaid mail to an address within Australia, or by prepaid airmail post to an address outside Australia, or by facsimile or email transmission, in the case of:
- (a) the Proprietor, to the address or number provided by the Proprietor; and
 - (b) the Owner or the manager, to the address or number provided by the Owner or the manager, or such other address or number that may be recorded with the Register of Racehorses or that the Proprietor reasonably considers to be the current address or number of the Owner or the manager.
- 18.2 Notice given in accordance with clause 18.1 will be deemed to have been duly served, in the case of:
- (a) prepaid mail to an address within Australia, upon the expiration of 3 days after the day of posting;
 - (b) prepaid airmail post to an address outside Australia, at the expiration of 10 days after the day of posting; and
 - (c) facsimile or email transmission, on the day after the date of transmission.
- 19. FURTHER ASSURANCES**
- Each party must at one's own cost, execute any instrument and do any act or thing required to give effect to this Agreement.
- 20. GOVERNING LAW**
- The law governing this Agreement is the law of the Commonwealth of Australia and of the state or territory where the Property is located and the forum for all disputes will be either the Federal Court of Australia or the Courts of that place, to the authority of and which, including any appellate jurisdictions of such courts, the parties unconditionally submit and confine themselves for all proceedings arising from this Agreement.
- 21. SEVERANCE**
- If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.
- 22. MISCELLANEOUS**
- The Proprietor may use the Horse's name, image and racing colours in any promotion, publicity or media, free of consideration.
- 23. DEFINITIONS AND INTERPRETATIONS**
- 23.1 The following words have these meanings in this Agreement unless the contrary intention appears:
- Associated Entity** has the meaning ascribed to it in the *Corporations Act 2001 (Cth)*.
- Charge** means the right to seize and sell, including a power of sale and the right to receive and apply Prize money and proceeds.
- Default Notice** means a notice detailing the breach by the defaulting party of an obligation under this Agreement.
- Disputes Notice** is a prescribed form under the TOR Rules.
- Effective Date** means the date upon which this Agreement is adopted or accepted by the parties, evidenced by:
- (a) the Owner or the Owner's agent delivering the Horse to the Proprietor; and
 - (b) the Proprietor accepting delivery of the Horse from the Owner or the Owner's agent;
- at the Property.
- Encumbrance** means:
- (a) any Security Interest;
 - (b) any right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors, including any right of set-off;
 - (c) any third party right or interest in property, or any right arising as a consequence of the enforcement of a judgement; or any agreement to create any of them or allow them to exist.
- End Date** means the date upon which this Agreement is ended by the first to occur of the following:
- (a) the Horse either ceases racing, or is transferred, sold or otherwise disposed of;
 - (b) the Proprietor elects to end this Agreement and directs the Owner to remove the Horse from the Property; or
 - (c) the Owner or the manager elects to end this Agreement and to remove the Horse from the Property;
- and it is removed.
- Entire** means a male horse that has not been gelded.
- FBA** means *Federation of Bloodstock Agents Australia Ltd (ABN 27 003 596 718)*.
- Fees Notice** means any document, as amended from time to time, that provides a reasonable estimate of the fees and expenses the Owner will be likely to incur if the Owner gives the Horse to the Proprietor to train, and which complies with the requirements for a Fees Notice under TOR Rule 3.
- Financing Statement** has the meaning ascribed to it in the PPSA.
- Financing Change Statement** has the meaning ascribed to it in the PPSA.
- GST** means tax that is payable under the GST law (as prescribed by the GST Act).
- GST Act** means the "A New Tax System (Goods and Services Tax) Act 1999".
- Horse** means any thoroughbred horse delivered by the Owner and accepted by the Proprietor onto the Property.
- Inherent Risk** means a risk of something occurring that cannot be avoided by the exercise of reasonable care.
- Lien** means the right to retain.
- MM** means *Magic Millions Sales Pty Ltd (ABN 54 078 396 317)*.
- Notice of Election of Hearing** is a prescribed form under the TOR Rules.
- Owner** means either:
- (a) the holder of the legal and beneficial title to the Horse; and if multiple parties, each person who holds an ownership interest in the Horse; or
 - (b) the lessee of the Horse.
- PPSA** means *Personal Property Securities Act 2009 (Cth)*.
- PPSR** means the *Personal Property Securities Register* under the PPSA.
- Presumption of a Training Debt** has the same meaning as in the TOR Rules.
- Principal Racing Authority** means the body responsible for the regulation of thoroughbred horse racing in the place in which the Horse is racing or may race.
- Prize money** means money earned from racing the Horse, including breeder's bonus and incentive scheme payments and other bonuses.
- Product Disclosure Statement (PDS)** means a disclosure document required by the *Corporations Act 2001 (Cth)* to be given to prospective investors when offering a financial product to retail clients.
- Property** means any property or place where the Proprietor provides the services.
- Proprietor** means # [Insert name] Pty Ltd (ABN #); including its directors, officers, employees, servants and agents.
- Racing Australia** means *Racing Australia Limited (ABN 89 105 994 330)*.
- Rules of Racing** means the rules of racing, including the TOR Rules, applying in the place where the Horse is racing or may race. These rules are published by Racing Australia ("AR#") and supplemented by local rules ("LR#") determined by each Principal Racing Authority, as amended. A copy of the Rules of Racing, including the TOR Rules, is available at website [www.racingaustralia.horse].
- Secured Party** means a person who is granted a Security Interest under this Agreement.
- Security Interest** means:
- (a) in relation to any personal property (as defined in the PPSA), has the same meaning as under the PPSA; and

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(b) in relation to any other property, means any charge, mortgage, pledge, bill of sale, hypothecation, lien, arrangement concerning the deposit of documents evidencing title, trust, power or title retention arrangement, or any other covenant or arrangement of any nature made to secure the payment of money or the observance of an obligation.

Taxable Supply has the same meaning as in the GST law.

Tax Invoice has the same meaning as in the GST law.

Term means the period from the Effective Date until the End Date of this Agreement.

Third Party Service Provider means any external service provider contracted by the Proprietor (as the agent of the Owner) to provide services in relation to the Horse while in the care and under the control of the Proprietor.

TOR Rules means the rules set out in Schedule 1 of the Rules of Racing.

Training Disputes Tribunal has the same meaning as in the TOR Rules.

Training Disputes Trust Account has the same meaning as in the TOR Rules.

Training Fees Dispute Resolution Procedures means the procedures in the TOR Rules (TOR Rules 4 to 9 inclusive) for the resolution of a dispute between a trainer and an owner over the payment of training fees.

WI means *William Inglis & Son Ltd (ABN 75 000 011 307)*.

23.2

In this Agreement unless the contrary intention appears:

- (i) the singular includes the plural and the plural and vice versa;
- (ii) a reference to any one gender includes a reference to each other gender;
- (iii) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (iv) a reference to writing includes a reference to printing, typing and other methods of producing words in a visible form;
- (v) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (vi) headings are for ease of reference and do not affect the construction of this Agreement;
- (vii) this Agreement binds in addition to the parties, their respective legal personal representatives and successors; and
- (viii) any Schedule or annexure will form part of this Agreement.

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WARNING – IMPORTANT INFORMATION

The ownership, training and racing of thoroughbred horses involves risks, including Inherent Risks. Be aware that:

- The value of the Horse may be diminished or lost through:
 - o market forces;
 - o the failure of the Horse to compete in or win any races or Prize money;
 - o the death of the Horse; or
 - o the materialisation of an Inherent Risk, including (without limitation) accident, illness, injury, natural causes, infertility, subfertility, or the risk that the Horse will not have any residual value as a stallion or broodmare.
- The Proprietor's Property, racecourses and other places where the Horse may be located from time to time can be dangerous places, including because horses do not always behave as expected. Entering into those places involves the risk of injury, accident and loss or damage to person or property for all persons who enter.

PAYMENT OBLIGATIONS

The Owner, including the members of any co-ownership arrangement, should be aware:

- (a) that either the Horse, or a co-owner's interest in the Horse, may be sold lawfully by the Proprietor if the Owner, or the co-owner, does not pay one's proportion of fees and expenses when due; and
- (b) that the failure of the Owner, or any co-owner, to comply with one's payment obligations to the Proprietor or Third Party Service Provider may result in the Proprietor stopping or suspending training of the Horse (including entering it for any race or trial), even though the other co-owners are complying with their payment obligations.

11. Fees and Other Obligations

(a) *Set Monthly Fee*

- i. Each Owner must pay a set monthly fee in respect of general expenses for the maintaining, training and racing of the Horse. The Seller, as defined in point Four (4) Boom Racing Thoroughbreds, requires each Owner to pay a Set Monthly Fee (**Set Monthly Fee**) pro-rata based on shareholding a **2%** Share is \$77.00 (inc. GST) per month; and **2.5%** Share is \$99 (inc. GST); and **5%** Share is \$192.50 (inc. GST) and **10%** Share is \$385.00 (inc. GST); and
- ii. Each Owner should be aware of the exclusions in Point C below. Boom Racing Thoroughbreds will pay "Full Training" fees which are currently \$88 per day (inc. GST) this cost is included in the Set Monthly Fee; and
- iii. "Agistment" fees are currently \$25 per day (inc. GST) and this cost is included in the Set Monthly Fee.
- iv. Potential investors should also be aware that the Set Monthly Fee does not include extra-ordinary costs such as veterinary fees relating to surgery/injury, major race acceptance fees, interstate float fees and flights which costs are payable by the Owners in proportion to their shareholding in the Horse Racing Syndicate.
- v.

Due to the variability of periods of time in work, racing and spelling the Set Monthly Fee is a set amount for each Owner to budget.

(b) *Inclusions in Set Monthly Fee*

Nomination and acceptance fees for most races are included in the Set Monthly Fee, except for nominations for major races such as the Auction House Sponsored races and the Black Type races, which fees are payable by the Owners in addition to the Set Monthly Fee.

(c) *Exclusions in Set Monthly Fee*

Boom Racing Thoroughbreds invoices commenced 01/08/18. Exclusions to their fees include the 2019 Magic Millions race series & VOBIS Gold bonus scheme.

(d) *Sale Fee*

Should the Horse be sold during its racing career or upon immediate retirement, potential investors should be aware that the Manager may act as agent in this situation. If the Horse is sold whilst within the care of the Trainer or the Manager may charge an agency commission of up to 8% of the proceeds of sale after the deduction of expenses directly relating to the sale of the Horse, including commission.

(e) *Rights and Responsibilities under Partnership Agreement*

The full rights and liabilities attaching to Shares in the Syndicate are set out in the Partnership Agreement annexed to this PDS. Each potential investor in the Syndicate should carefully read the Partnership Agreement as he or she will be bound by the terms of that agreement.

(f) *Horse Purchase/Valuation*

The Filly was bought by Boom Racing Thoroughbreds at the 2018 Tasmanian Yearling Sale in the sum of \$26,125.00 (inc. GST) when offered as Lot 55 from the draft of Waterford Livestock, Latrobe, TAS. Note: BRT have fully paid up for the VOBIS Gold bonus scheme. All BRT costs & upkeep are paid until 01/08/19.

(g) *Formation Expenses*

As noted in section 6 of this PDS, in addition to the costs and expenses referred to in this section, each Owner is also liable for a proportion of the Formation Expenses (as set out in section 17a of this PDS).

12. Prize-money

The Partnership Agreement sets out the manner in which any prize-money is distributed to the Owners. In all instances in New South Wales the Jockey Insurance and Horse Welfare Fund of [1%] the Trainer's [9.9%] Jockey's [4.95%] and the Stablehand's [1.5%] share of the prize-money is deducted and paid out directly by the relevant Racing Authority before the remainder of the earnings is distributed to the Owners.

13. Ownership Status

Boom Racing Thoroughbreds is the unencumbered owner of the 2016 Filly by Written Tycoon out of Honey Flower (by Bel Esprit) with lodgement of the unnamed Horse Transfer of Ownership form. Upon formation of the Horse Racing Syndicate, under the Australian Rules of Racing, ASIC's Horse Schemes (Instrument) 2016/790, the Seller Boom Racing Thoroughbreds will transfer out of the foal ownership once the Horse Racing Syndicate has been formed by lodging the Unnamed Horse Transfer of Ownership form with Racing Australia (Registrar of Racehorses) as required by the Australian Rules of Racing AR.14B when making application to Register the Scheme with the Lead Regulator, Racing NSW.

The filly is encumbered by Boom Racing Thoroughbreds for their portion of the filly investors in the Horse Racing Syndicate will receive title upon registration. A vendor release statement will be provided on registration of the syndicate to the Lead Regulator, Racing New South Wales.

Any participant as a member of the Syndicate in the 2016 Filly by Written Tycoon out of Honey Flower (by Bel Esprit) despite their shareholding can request The Manager, Boom Racing Thoroughbreds as described in the Partnership Agreement, in their role request the horse tested for a prohibited substance under the Australian Rules of Racing with the cost of testing to be borne by all participants (whether or not they elected to have the horse tested).

14. Valuation

N/A

15. Veterinary Opinion

A copy of a veterinary opinion of the Horse prepared by a qualified veterinary surgeon accompanies this PDS.

16. Mortality Insurance

The filly is insured for mortality and theft for \$23,750 with Logan Livestock Insurance Agency Pty Limited from 15/02/2018 until 4:00pm local time 30/06/2019.. In the event the current insurance expires, Boom Racing Thoroughbreds will give the potential investor the option to take up cover with Logan Livestock Insurance Agency Pty Limited for their % of investment or seek further insurance at their own expense. Note; the potential investor is not obligated to take up cover to renew their share of insurance.

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Logan Livestock Insurance Agency Pty Ltd

ABN 81 001 826 204

www.logans.com.au

AFS Licence No. 238959

LEVEL 3, 357 MILITARY RD, CREMORNE TELEPHONE: (02) 9909 1499 FAX: (02) 9909 8057

Correspondence: P.O. BOX 360, CREMORNE NSW 2090 AUSTRALIA email: postmaster@logans.com.au

27/07/2018

MEMORANDUM OF INSURANCE

Policy No: LOG18000501A

Insured: Boom Racing Thoroughbreds Pty Ltd

Interest: Unnamed (MTYS Lot 55)
2016 Thoroughbred Filly
Written Tycoon x Honey Flower

Use: Flatracing

Limit of Liability: Aud\$23,750 being 50%

Period: 15th February 2018 to 4.00pm 15th January 2019

Coverage Summary: Mortality Insurance
Australia & New Zealand Territorial Limits
12 Month Extension Clause
Limited Theft and Unlawful Removal Endorsement
Terrorism Exclusion Endorsement
Surgical Operation Extension Clause

Underwriters: Lloyd's of London

Information on horse insurance is available at -:
www.logans.com.au

The Financial Services Guide and Insurance Policy are held by the Syndicator as syndicate manager and/or arranger of the insurance. They are available from them on request.

This Memorandum of Insurance is provided for inclusion in the Promoters Disclosure Statement for the sale of shares in the horse noted above and does not replace the terms and conditions of the policy. The Insurance is subject to payment of premium within normal credit terms and the nominated lead regulator will be advised if the terms are not met.

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ABN 81 001 826 204 www.logans.com.au AFS Licence No. 238959
LEVEL 3, 357 MILITARY RD, CREMORNE TELEPHONE: (02) 9909 1499 FAX: (02) 9909 8057
Correspondence: P.O. BOX 360, CREMORNE NSW 2090 AUSTRALIA email: postmaster@logans.com.au

7/12/2018

MEMORANDUM OF INSURANCE

Policy No: LOG18000501A
Insured: Boom Racing Thoroughbreds Pty Ltd
Interest: Unnamed (MTYS Lot 55)
2016 Thoroughbred Filly
Written Tycoon x Honey Flower
Use: Flatracing
Limit of Liability: Aud\$23,750 being 50%
Period: 15th February 2018 to 4.00pm 30th June 2019
Coverage Summary: Mortality Insurance
Australia & New Zealand Territorial Limits
12 Month Extension Clause
Limited Theft and Unlawful Removal Endorsement
Terrorism Exclusion Endorsement
Surgical Operation Extension Clause

Underwriters: Lloyd's of London
Information on horse insurance is available at -:
www.logans.com.au

The Financial Services Guide and Insurance Policy are held by the Syndicator as syndicate manager and/or arranger of the insurance. They are available from them on request.

This Memorandum of Insurance is provided for inclusion in the Promoters Disclosure Statement for the sale of shares in the horse noted above and does not replace the terms and conditions of the policy. The Insurance is subject to payment of premium within normal credit terms and the nominated lead regulator will be advised if the terms are not met.

17. Formation Expenses

(a) Seller's Expenses

The following expenses have been incurred / *estimated* by the Seller in the formation of the Syndicate. As set out in section 6 of this PDS, the Owners are liable for such expenses. Any additional unexpected costs solely relating to the formation of the Syndicate will be paid by the Seller with no impact on the Owners. All prices include GST (where applicable).

Compliance	
Veterinary Scope Fee	\$82.5
Operating Expenses	
Logan's Insurance paid from 15-2-18 to 15-1-19	\$982
Transport; Two Bays/Mitch Beer/Greg Hayes	\$770 Estimated
Two Bays @ \$25 per day for 102 days and Vitamins	\$1,275
Breaking-in fee with Greg Hayes (Victory Park)	\$1,500
Early education / Training \$99 - 20 days (until 1/8/18)	\$990
Nomination to 2019 Magic Millions Race Series	\$2,475
Advertising BRT website	\$550
Boom Racing Syndication Fee	\$2,613
Payment into the VOBIS Gold bonus scheme	\$550
Other	\$452
(Racing Australia Registration, FOD, NSW Racing Syndicate & other miscellaneous fees.)	
Sub Total	\$12,239

Promoter's Expenses

The following expenses have been incurred by the Seller in the promotion of the Syndicate, which the Owners are liable for, as set out in section 6 of this PDS.

ASIC Compliance

Annual Lead Regulator Promoter fee, Austrac Compliance, FS71 Audit Fee, Australian Financial Complaints Authority Membership, Legal Fees, Management of advertising compliance, Professional Indemnity Insurance, bank account maintenance.

PDS Preparation Expenses

Communications Costs, Direct Labour, Insurance, PDS Preparation, Marketing & Promotion, Occupancy, Postage & Couriers, Printing & Stationery, Travel

Sub Total	\$2,636
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Total Expenses	\$14,875 (50 shares 40 for sale)
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Expense per share	\$297
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(a) Note: Horse Purchase / Valuation

The Filly was bought by Boom Racing Thoroughbreds at the 2018 Tasmanian Yearling Sale in the sum of \$26,125.00 (inc. GST) when offered as Lot 55 from the draft of Waterford Livestock, Latrobe, TAS. Note: BRT have fully paid up for the VOBIS Gold bonus scheme. All BRT costs & upkeep are paid until 01/08/19.

(b) Note: Promoter Expenses

The Offer and the Manager Boom Racing Thoroughbreds (001 264 273) will be released all expenses incurred by the Offeror and will be paid in full when the account is closed and where some of the services provided for the horse have not yet been rendered. Then funds needed to pay for those services shall be held in a separate account until paid.

(c) Note: Personal Property Securities Register (PPSR)

Any interest registered against the title to the horse the subject of this promotion on the Personal Property Security Register (PPSR) has been released or will be released. The Promoter will before or on registration of the syndicate with Racing NSW confirm to Racing NSW that the PPSR registration has been released.

18. Declaration of Interests

There is no fact or occurrence known to the Promoter, the Offeror or the Seller which renders any statement in either the veterinary certificate or the valuation materially inaccurate at the time of the issue of this PDS. Further, any veterinary certificate and valuation has been submitted by persons who will receive no additional benefits (financial or otherwise) from the Promoter or the Offeror or their associates, apart from the fees that such person would normally be entitled to. Where the Seller, Trainer or any other person associated with this Syndicate retains or acquires a Share in the Horse that Share is a commercial investment and the appropriate fees are apportioned to them as they are to all Owners.

- (a) The Promoter of the Horse or any of its associates declare we never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's sire.
- (b) The Offeror of the Horse and the Syndicate Boom Racing Thoroughbreds or any of its associates declare we never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's sire.
- (c) The Manager of the Horse and the Syndicate Boom Racing Thoroughbreds or any of its associates declare we never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's sire.

19. Cooling Off Period

Applicants will have a right to forfeit their Share in the Syndicate and to have the money they paid to acquire their Share in the Syndicate repaid at any time during the cooling off period. The cooling off period is for a period of fourteen days, commencing on the earlier of:

- (a) the date on which the Owner receives written confirmation from the Promoter that he or she has acquired Share(s) in the Syndicate which confirmation must contain details of the Owner's interest in the Syndicate and otherwise comply with the provisions of the Corporations Act 2001; and
 - (b) the end of the 5th (fifth) day on which the Share(s) in the Syndicate were issued to the Owner.
- An Applicant who desires to exercise their right to forfeit their Share in the Syndicate (and have the money paid to acquire the Share(s) repaid) must, during the cooling off period, notify the Promoter in writing that he/she wishes to cancel their subscription application to purchase a Share in the Syndicate. In such case, the Applicant, will be entitled to receive a full refund of all monies paid by him or her to the Promoter.

20. Promoter's Obligations

a. *Supplementary PDS*

If the Syndicate has not been fully subscribed within six (6) months from the date on which this PDS is approved by the Lead Regulator, the Promoter can issue a Supplementary PDS notifying of Clients of a change. This will not affect the value of the animal and will allow the TTSC to finalise the syndicate documents and disburse the funds to the Seller.

b. *Registration of Syndicate*

Within 45 days of the Syndicate being fully subscribed, the Promoter will register the Syndicate with the Lead Regulator. Prior to the registration of the Syndicate with the Lead Regulator, the Offeror and/or the Promoter will ensure that the Owners in the Syndicate either have unencumbered title to the whole of the Horse or lease the Horse pursuant to a finance lease agreement in a standard form.

c. *Return of Monies*

Where the Syndicate has not been fully subscribed within six (6) months from the date on which this PDS is approved by the Lead Regulator, the Promoter will repay all money received from any person who applied to participate in the Syndicate, together with any interest which accrued in respect of that money, within ten (10) business days after the expiry of that six month period.

d. *Promoters Declaration*

The promoter does not receive any administration fee from the trainer.

21. Investment Risk

Thoroughbred horse racing is a high-risk venture and financial input should be treated as a speculative investment only. Potential investors in the Syndicate should be aware of possible investment risks, which may include, but are not limited to:

- Not all horses offered for syndication, proceed to a racing career.
- Not all horses offered for syndication win, are placed or earn prize-money.
- Injuries, which may require an extended recuperation period, may terminate the horse's racing career. A stud career is not guaranteed for horses offered for syndication as the principal purpose of the establishment of the Syndicate is a race career.

Members of the public and potential investors are advised prior to investing in the Syndicate that, despite the best endeavours of the Promoter, there is no guarantee that the Horse which is the subject of the Syndicate will in fact race and that, even if it does race, there will be any return on investment. The investment is not recommended for investors who are unable to risk the initial outlays and ongoing commitments.

22. Internal & External Dispute Resolution

The TTSC Complaints Policy applies to the services provided by the Offeror and/or the Promoter. For further information on the TTSC Complaints Policy, visit the TTSC website <http://www.ttsc.com.au/>. The Offeror and/or the Promoter will endeavour to resolve any complaints in a timely manner and if not resolved, the Promoter will refer any such complaint to the Australian Financial Complaints Authority (AFCA). TTSC is a member of the AFCA, member number 12051. Contact the AFCA on the web at www.fos.org.au/members/afca-updates or by telephoning 1300 78 08 08.

23. Privacy Policy

The TTSC Privacy Policy applies to the services provided by the Offeror and the Promoter. The Promoter and the Offeror are committed to ensuring that where you provide information about yourself to it that your privacy is protected. For further information on the TTSC Privacy Policy visit the TTSC website <http://www.ttsc.com.au/>. TTSC's Privacy Policy explains the Promoter's practices in relation to information you provide as an investor in the Syndicate. TTSC's Privacy Policy is based on the National Privacy Principles in the Privacy Act 1988 and subsequent Privacy Amendment Act 2001 and on company policies to protect personal information. Further information on your rights can be found on The Australian Privacy Commissioners website at www.privacy.gov.au.

24. Conflict Of Interest Policy

The TTSC Conflict of Interest Policy applies to the services provided by the Offeror and/or the Promoter. For further information on the TTSC Conflict of Interest Policy visit the TTSC website <http://www.ttsc.com.au/>.

25. Nature of Advice

The Offeror and/or the Promoter provide this PDS to potential investors of a share in the Horse as general financial product advice relevant to the promotion of the Syndicate only.

26. Lodgement of Product Disclosure Statement

A copy of this PDS, together with the Partnership Agreement, has been lodged with Racing NSW as the Lead Regulator and this PDS has been approved by the Lead Regulator, pursuant to ASIC Corporations (Horse Schemes) Instrument 2016/790. For further information refer to ASIC Corporations (Horse Schemes) Instrument 2016/790 and Regulatory Guide (August 2016) visit www.asic.gov.au

No liability as to the contents of this PDS is taken by the Lead Regulator, its officers, employees or agents.

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

27. Sales Receipt (Section 11(f) of this PDS)



MAGIC MILLIONS SALES PTY LIMITED

GOLD COAST | HEAD OFFICE
PO Box 5246, GCMC, QLD 9726 AUSTRALIA (28 Ascot Ct, Bundall QLD 4217)
ABN 54-078-396-317
P +61 7 5504 1200 **F** +61 7 5531 6888 **E** info@magicmillions.com.au
www.magicmillions.com.au

Andrew Dunemann & Jeremy Schloss
Boom Racing Thoroughbreds Pty Ltd
1/27 Griffiths Street
COOLANGATTA QLD 4225

2018 TASMANIAN YEARLING SALE		TAX INVOICE
THURSDAY, 15 FEBRUARY 2018		Date: 22-Feb-2018
		Account: DUNEA
		Invoice number: 179953
		Terms: 90 Days

Lot	Description	Sire/Dam	Sale Price	GST	Total
55	B. Filly (50.00% your share)	Written Tycoon (AUS)/Honey Flower (AUS)			
	Purchase of Lot 55 at 2018 Tasmanian Yearling Sale		23,750.00	2,375.00	26,125.00
	Scoping for Lot 55 at 2018 Tasmanian Yearling Sale		75.00	7.50	82.50
	Nomination to Full Race Series for lot 55 at 2018 Tasmanian Yearling Sale		2,250.00	225.00	2,475.00
SUBTOTAL			\$26,075.00	\$2,607.50	\$28,682.50
TOTAL AMOUNT DUE					\$28,682.50



PAYMENT OPTIONS

By EFT directly into our ANZ account:
Magic Millions Sales Pty Ltd
BSB: 014704
Account: 353807627
Swift Code: ANZ BAU 3M
Please quote DUNEA and 179953
Please fax your remittance to +61 7 5531 6888

By Cheque payable to
Magic Millions Sales Pty Ltd
ABN 54 078 396 317

PO Box 5246
Gold Coast Mail Centre QLD 9726
Telephone +61 7 5504 1200
Facsimile (Accounts) +61 7 5531 6888
Facsimile (Bloodstock) +61 7 5531 7082



Account	DUNEA
Reference	179953
Amount Due	\$28,682.50

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551



02/10/2018

To whom this may concern,

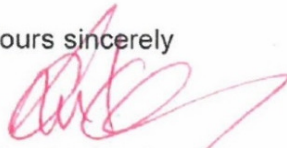
On behalf of Magic Millions Sales Pty Limited, I confirm that the horse detailed below has been released with unencumbered title to 50% share of the horse.

In this respect, I confirm that Magic Millions Sales Pty Limited has no right, claim or encumbrance in respect of the horse.

2018 Magic Millions Tasmanian Yearling Sale

Lot 55 - filly by Written Tycoon (ex Honey Flower) 50% SHARE ONLY

Yours sincerely



Claudette Valencia Luke
Credit Control Manager

Magic Millions Sales Pty Limited
28 Ascot Court
Bundall QLD 4217

MAGIC MILLIONS SALES
PTY LIMITED
ACN 078 396 317

GOLD COAST - HEAD OFFICE
Po Box 5246, GCMC QLD 9726,
AUSTRALIA
(28 Ascot Ct, Bundall QLD 4217)
P: +61 7 5504 1200
Finance & Administration
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Bloodstock, Insurance & Marketing
F: 61 7 5531 7082
E: info@magicmillions.com.au

Po Box 448, Belmont WA 6984
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(1 Carbine Street, Ascot WA 6104)
P: +61 8 9477 2455
F: +61 8 9477 2488
E: perth@magicmillions.com.au

Po Box 100, Park Holme SA 5043,
AUSTRALIA
(1 Park Terrace, Morphettville SA 5043)
P: +61 8 8297 8055
F: +61 8 8297 2136
E: adelaide@magicmillions.com.au
www.magicmillions.com.au

28. Valuation (section 14 of this PDS)

Not Applicable

This document is protected by copyright under the laws of Australia and, by international treaties, other jurisdictions, which is owned by Thoroughbred Trainers Service Centre Limited (TTSC) – a company of Racing Australia Limited (RA) and other parties working with TTSC (together "Copyright Owners").

29. Letter to Train

MITCH BEER RACING

ABN: 20 605 513 746

To whom it may concern 19th November 2018

RE: Bay Filly - Written Tycoon x Honey Flower (DOB: 16/10/2016)

Jeremy Schloss from Boom Racing Thoroughbreds has requested that I train the bay filly by Written Tycoon out of Honey Flower (DOB: 16/10/2016) purchased from the 2018 Tasmanian Magic Millions Yearling Sale Lot 55.

I am pleased to be doing so and confirm that I will not have any financial association or beneficial interest in the Filly.

Mitchell Beer Racing (MBH Bloodstock) bought the bay filly in partnership 50/50 with Boom Racing Thoroughbreds with Mitchell Beer Racing holding the horse encumbered for its portion to Magic Millions and was bought under Mitch Beer Racing.

Mitchell Beer Racing have currently sold 30% to existing clients of the 50% owned in the Filly but will continue to sell the remaining 20% in due course.

The Filly will be trained at our Albury Stables and currently our daily Training Fee is \$88 per day inc GST.

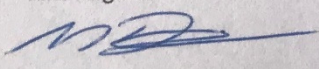
Mitchell Beer Racing will be training in accordance to the Australian Trainers Association terms and conditions.

Mitchell Beer Racing acknowledges Boom Racing Thoroughbreds will be fully responsible for the management and upkeep of the filly, we acknowledge they will directly invoice the owners that buy into their fifty percent (50%) portion of the filly.

I permit Boom Racing Thoroughbreds to use this letter in their PDS.

Should you have any further questions please feel free to contact us.

Kind Regards



Mitchell Beer
HORSE TRAINER

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

RACING AUSTRALIA
TEMPLATE FEES NOTICE IN RELATION TO TRAINING SERVICES BETWEEN:
[Mitchell Beer] (the Trainer) and [Boom Thoroughbreds] (the Owner)

IMPORTANT NOTICE: The form and content of this document is provided as an example of the Fees Notice a Trainer is required to provide under the TOR Rules (part of the Australian Rules of Racing). A Trainer can exclude, amend, add to or delete from, this document at the Trainer's discretion provided the Trainer's Fees Notice complies with the requirements under the TOR Rules.

IMPORTANT NOTES

- A Fees Notice must be provided by the Trainer to the Managing Owner within 7 days of being appointed as the trainer of a horse.
- The Trainer should seek written confirmation from the Managing Owner acknowledging receipt of the Fees Notice.
- If the Managing Owner does not object to this Fees Notice within 14 days of it being provided, the basis for charging set out herein is deemed to have been accepted by the Owner (including on behalf of any other owners).
- It is not possible for the Trainer to indicate to the Owner in advance the exact total monthly/yearly cost for training a horse. This is because while some fees are charged at a fixed daily rate (e.g. daily training fee), others are variable (e.g. per treatment for veterinary services). Also, horses vary in the rates at which they mature and progress, including while on agistment and through each preparation, which can influence the total fees for a particular horse.
- Race entry fees are not included in this Fees Notice – they are additional to the costs set out herein. The Trainer should inform the Managing Owner of those fees as soon as practicable.

TRAINER MANAGED FEES & CHARGES – As at 01/10/18

The following fees are as at the date of issue of this Fees Notice, and remain so until otherwise advised by the Trainer to the Owner in writing.

SERVICES (per day/horse/event)	CHARGE	GST	TOTAL
Daily Training Fee	80	8	88
Track Usage Fees (Where not included in the Daily Training Fee)	22.50	2.50	25
Daily Access Fee			
Grass Gallop Fee			
Administration Fee			
Breaking/Pre-Training	3000	300	3300
Agistment	25	2.50	27.50

STAFFING ATTENDANCE COSTS (per person)	ESTIMATED NO. OF STAFF	CHARGE	GST	TOTAL
Race Meetings (Day) – Monday to Saturday	2	135	15	150
Race Meetings (Day) – Sunday	2	135	15	150
Race Meetings (Night / Public Holiday)	1	135	15	150
Official Trials & Jump Outs (Metropolitan)				
Official Trials & Jump Outs (Non-Metropolitan)	1	45	5	50

THIRD PARTY FEES & CHARGES (ESTIMATE) – As at 01/10/18

The following are service providers commonly engaged by the Trainer. This pricing chart is offered as a guide for basic services frequently/historically sourced by the Trainer.

However, if the Trainer becomes aware that a fee estimate in this section is likely to be exceeded by 10% or more, the Trainer should notify the Managing Owner and explain why.

TRAINER TRANSPORT (per horse)	CHARGE	GST	TOTAL
Float <100km journey	\$1.00 per km		
Float >100km but <250km journey	\$1.00 per km		
Float >250km but <500km journey	\$1.00 per km		
Float >500km journey	\$1.00 per km		

PROVIDER	TYPE OF SERVICE	RANGE OF COST (Metro, Provincial, Country, State if applicable)
Farrier –		
Dentist –		
Chiropractor –	General Examination	100
Veterinary –	General Examination and Manipulation	100
	General Examination	50

Notes:

- Charges incurred for any therapeutics, applications, tests, sampling, ointments and/or medicines applied to the horse for specific treatments will be identified on the Training Invoice issued to the Owner for reimbursement, in addition to the charge for any General Examination.
- 2 year olds may have lower costs than 3+ year olds given: (i) the level of development required to race; and (ii) the overall life cycle of the horse.

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

- For other than emergency treatment, prior approval will be sought from the Owner where an individual treatment will likely exceed \$2,000 (incl GST) in cost.

PROVIDER	SERVICE	COST
Float Company	<100km journey	As per invoiced amount
Float Company	>100km but <250km journey	As per invoiced amount
Float Company	>250km but <500km journey	As per invoiced amount
Float Company	>500km journey	As per invoiced amount

RACE ENTRY, NOMINATION, ACCEPTANCE, NON-ACCEPTANCE AND SCRATCHING FEES

- Race entry fees are not included in this Fees Notice – they will be additional and depend on the race. The Trainer should inform the Managing Owner of these as soon as practicable once known.
- All race nomination, acceptance, non-acceptance and scratching fees are set by PRAs and/or Race Clubs, and are passed on to the Owner/s at cost. They should be checked with each relevant PRA or Race Club. In [insert state or territory], they are set out at: [insert link]

PRIZE MONEY ALLOCATION UNDER RULES OF RACING (INCL. AR.90 AND PRA LOCAL RULES) – current as at 1/11/2018

- Prizemoney splits, and threshold amount from which they take effect, are subject to discretion of PRAs.

Relevant Party	NSW / ACT % Split*	VIC % Split*	QLD % Split	SA % Split	WA % Split	TAS % Split	NT % Split
Trainer	9.9%	9.8% (flat and jumps races)	10%	10% (flat and jumps races)	10%	10%	10%
Jockey	4.95%	4.9% (flat races) 9.8% (jumps races)	5%	5% (flat races) 10% (jumps races)	5%	5%	5%
Owner	81.65%	83.3% (flat races) 78.4% (jumps races)	85%	85% (flat races) 80% (jumps races)	85%	85%	85%

*Prizemoney also paid to: Stablehand Scheme (1.5%), Jockey Insurance and Welfare Scheme (1%) & Animal Welfare Fund (1%).
*Prizemoney also paid to: Jockey Welfare Fund (1%) & Equine Welfare Fund (1%).

POTENTIAL ADDITIONAL REMUNERATION, GRATUITIES AND/OR BONUSES THAT MAY BE PAYABLE TO THE TRAINER

- [Any additional amounts that the Trainer may charge and/or earn are to be disclosed below. Examples may include:
- If the horse is an entire and is sold or retired to stud, the Trainer may be entitled to an additional fee (for example, an amount equal to an identified percentage amount (plus GST) of the sale price (excluding GST) of the horse). Also, if that type of entitlement is conditional on the success of the horse, that should also be clearly stated – for example, it may be conditional on the horse winning a Group 1 or Group 2 race while being trained by the Trainer, or within 3 months of ceasing to be trained by the Trainer. It should also be made clear: (i) whether any additional entitlement of that kind is conditional on the Trainer being the Trainer of the horse at the time that it is sold or retired to stud; (ii) whether the entitlement will apply if there is a sale of a share or interest in the horse (as opposed to the sale of the whole horse).
 - If the horse is other than an entire to which the first bullet point applies, and the horse is sold while being trained by the Trainer or within a period of time (say 3 months for example) after ceasing to be trained by the Trainer, an additional fee being an amount equal to an identified percentage amount (plus GST) of the sale price (excluding GST) may be paid to the Trainer. It should also be made clear whether the entitlement will apply if there is a sale of a share or interest in the horse (as opposed to the sale of the whole horse).
 - Any bonuses for winning or placing in particular races, and how they will be calculated.]

WHETHER INTEREST MAY BE CHARGED BY THE TRAINER ON OVERDUE TRAINING FEES AND/OR DISBURSEMENTS

☐ (Trainer to tick if applicable). The Trainer reserves the right to charge interest on any overdue Training Fees and/or Training Disbursements as permitted under the TOR Rules. If charged, it will be charged at the rate of [insert rate].

NON-PAYMENT OF THE TRAINER'S INVOICE AND ITS CONSEQUENCES

If the Trainer's invoice is issued in accordance with the TOR Rules and is not fully paid by the end of the month it is issued, then unless a Dispute Notice is lodged by the owner by the end of that month, the Trainer may file an Enforcement Action Application with Racing Australia seeking the following consequences:

- Not process any Stable Return seeking to transfer the horse to another trainer (if the owner owns at least 50% of the horse).
- Not register any transfer of the owner's share of the horse.
- Freeze payment of the owner's prizemoney and direct it to the Trainer.

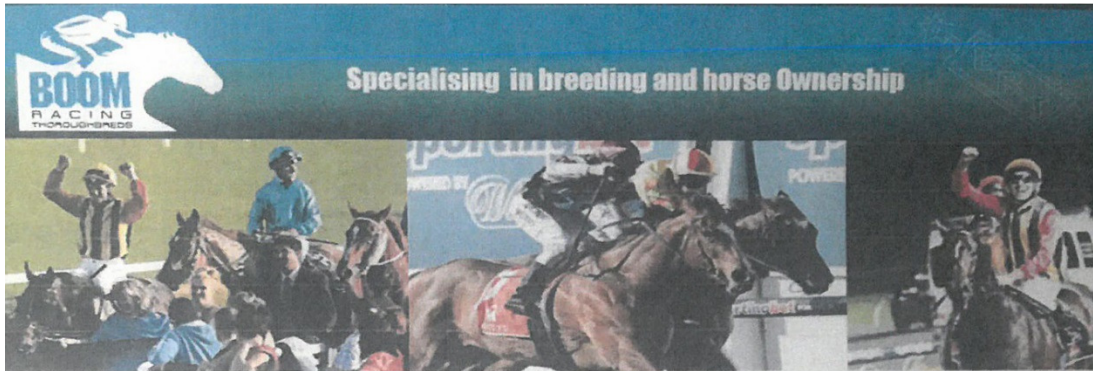
ISSUED BY

I Mitchell Beer Trainer of Written Tycoon x Honey Flower Filly 2016 confirm that I issued this Fees Notice on 01/10/18 and that I have provided a copy of this Fees Notice to the Managing Owner Jeremy Schloss on 01/11/18

Signed: 

Date: 05/12/18

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551



Boom Racing Thoroughbreds Syndications Pty Ltd – ABN: 63 615 841 882
Authorised Rep: 001 265 551

Date: 5/10/18

To Whom it may concern,

Boom Racing Thoroughbreds Pty Ltd utilised the services of Greg Hayes for the Breaking in of Lot 55 Written Tycoon - Honey Flower Filly.

The current charge fee for this service is \$3000 (inc GST) which \$1500 is payable by BRT (50% Ownership).

The 2016 Bay filly by Written Tycoon (ex Honey Flower) is currently encumbered by Boom Racing Thoroughbreds (50% Ownership). The business is retaining 10 % in the filly and is offering the remaining 40 % for sale.

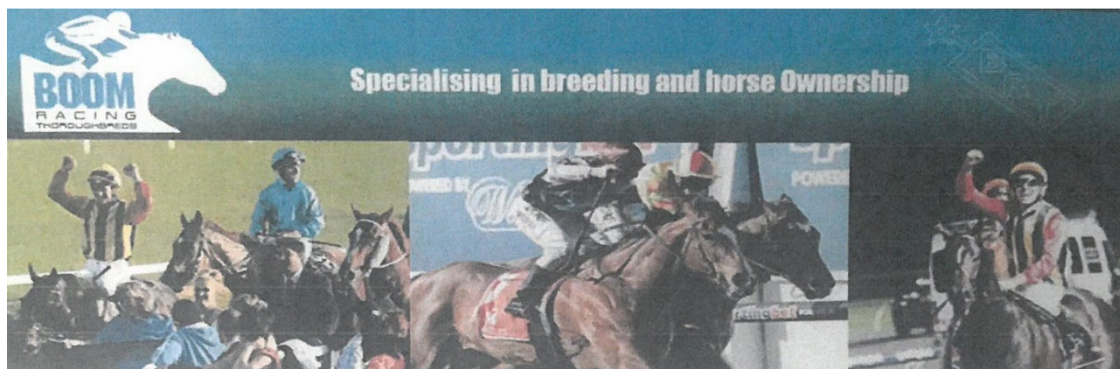
Regards,

Jeremy Schloss
Director/Facilitator
Ph: 0499 920 172

Andrew Dunemann
Director /Facilitator
Ph: 0409 275 729

Email: admin@boomracingthoroughbreds.com.au
Website: www.boomracingthoroughbreds.com.au

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551



Boom Racing Thoroughbreds Syndications Pty Ltd – ABN: 63 615 841 882
Authorised Rep: 001-265-551

Boom Racing Syndications are pleased to offer Lot 55 Written Tycoon -Honey Flower Filly purchased at the Tasmanian Magic Millions March Sale for public syndication. The ongoing training fees as part of this offer are as follow:

Two Year Old (August 2018) and beyond whilst trained in Albury inclusive of GST

- 10% - \$ (385 inc GST) per month
- 5% - \$ (192.50 inc GST) per month
- 2.5% - \$ (99 inc GST) per month
- 2 % ... \$ (77 inc GST) per month

*Note: Rate is pro-rata to shareholding

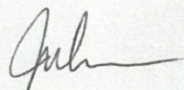
Price includes: Spelling, Pre-Training, normal Vet bills, Chiropractor, Massage, Track Fees, BRT Management Fee etc.

*Boom Racing Thoroughbreds will invoice each owner individually on a monthly basis

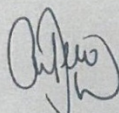
Note: Above on-goings does not include nominations for major races such as Auction House sponsored races, any Black Type races which fees are payable by the Owners in addition to the ongoing monthly fee.

The above on-goings does not include extra ordinary costs such as horse surgery, major race acceptance fees, interstate horse transport (via float or air transport). These costs will be shared among the owners in proportion to their share percentage.

Regards,




Jeremy Schloss
Director/Facilitator
Ph: 0499 920 172



Andrew Dunemann
Director /Facilitator
Ph: 0409 275 729

Email: admin@boomracingthoroughbreds.com.au

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551



Specialising in breeding and horse Ownership

Boom Racing Thoroughbreds Syndications Pty Ltd – ABN: 63 615 841 882
Authorised Rep: 001 265 551

Date: 5/10/18

This is to confirm that Boom Racing Thoroughbreds will charge an ongoing monthly fee that is charged at the following rates:


- 10 % share - \$55 per month
- 5 % share - \$27.50 per month
- 2.5 % share - \$13.75 per month
- 2 % share \$11 per month

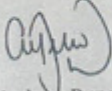
These fees are factored into the ongoing monthly fee structure.

The Management Fee is charged for services performed such as:

- Manage all aspects of the subject horse racing career
- Liaise with Trainer and keep all owners current with the progress of the subject horse
- Frequent communication via Video, Photographs and Audio will be provided to owners
- Creating an up-to-date register of the names and addresses of each Owner and the percentage of shareholding
- Keeping accurate accounting records for the subject horse and preparing end of financial year accounts for Lead Regulatory Auditing purposes
- Operating and maintaining a bank account for the subject horse
- Notifying the Principle Racing Authority and Register of Racehorses in writing of any changes in an Owners circumstances
- Ensuring compliance to all aspects of the Australian Rules of Racing
- Provide Race day Hospitality

Regards,


Jeremy Schloss
Director/Facilitator
Ph: 0499 920 172


Andrew Dunemann
Director /Facilitator
Ph: 0409 275 729

Email: admin@boomracingthoroughbreds.com.au
Website: www.boomracingthoroughbreds.com.au

30. Veterinary Opinion (section 15 of this PDS)



Equine Veterinary Surgeon
Penelope KH Thomson B.Sc. B.V.Sc.(Hons)
Alice J Nixon B.V.Sc.

PROGRESSIVE EQUINE VETERINARY SERVICES PTY LTD
ABN: 15 141 157 717
P.O. Box 778
Mansfield 3724
Mobile: 0457 808 081
progressiveequine@icloud.com

4th December 2018

FIT FOR SYNDICATION

HORSE: UNNAMED

SIRE: WRITTEN TYCOON

DAM: HONEY FLOWER

DESCRIPTION: BAY THOROUGHBRED FILLY

Microchip: 985100012116050

BRANDS: NSS: CHC
OSS: 22 OVER 6

I have today 4th December 2018 examined the above described filly for the purposes of a PDS for syndication for Boom Racing Thoroughbreds. Based on the examination of the upper respiratory tract, this horse is considered fit for syndication for racing purposes and mortality insurance. The filly has no apparent abnormalities or deformities which will prevent her from racing or racing to her full potential.

This certificate has been prepared for the inclusion in the disclosure statement of the thoroughbred in question. This certificate may be relied upon by potential investors, however it does not constitute a "pre-purchase" examination. I certify that I have no current, nor contemplate future interest in the above described horse, other than in the supply of the veterinary opinion of suitability for racing. Furthermore, I am aware that this report is provided to Boom Racing Thoroughbreds for use by them in promoting the sale of the above described filly.

If you require any further information on this horse please do not hesitate to contact me.



Penelope KH Thomson BSc BVSc (Hons)



Equine Veterinary Surgeon
Penelope KH Thomson B.Sc. B.V.Sc.(Hons)
Alice J Nixon B.V.Sc.

PROGRESSIVE EQUINE VETERINARY SERVICES PTY LTD

ABN: 15 141 157 717

P.O. Box 778

Mansfield 3724

Mobile: 0457 808 081

progressiveequine@icloud.com

30th November 2018

VETERINARY CERTIFICATE

To whom it may concern

RE: Inspection of bay thoroughbred filly

Microchip: 985100012116050

Unnamed filly by Written Tycoon out of Honey Flower

The filly was examined as per the Equine Veterinarians Australia examination for mortality insurance and was found to be suitable for mortality insurance.

This report was prepared for inclusion in a promoters disclosure statement but is not a pre-purchase report and I confirm I have no financial interest in any monies raised from the promotion.

Penelope KH Thomson BSc BVSc (Hons)

Product Disclosure Statement
2016 Filly by Written Tycoon from Honey Flower
Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

31. Pedigree

Bay Filly - (Foaled: 16/10/16)

(SIRE) WRITTEN TYCOON.....	Iglesia	Last Tycoon (Ire)	by Try My Best
		Yodells.....	by Marsay.....
	Party Miss.....	Kenmare (Fr)	by Kalamoun.....
(DAM) HONEY FLOWER..... 2008		Miss Entertainer	by Vain
	Bel Esprit.....	Royal Academy (USA) .	by Nijinsky
		Bespoken	by Vain
	Ocran.....	Picnicker	by Snippets.....
		Brielle.....	by Copper Kingdom (USA)

WRITTEN TYCOON (AUS) (Chestnut 2002-Stud 2007). 2 wins at 2, STC Todman Slipper Trial S., Gr.2. Leading Aust. Sire of 2YOs 2015-16. Sire of 561 mrs, 419 wns, 25 SW, inc. Capitalist (ATC Golden Slipper S., Gr.1), (La) Luna Rossa, Tycoon Tara, Music Magnate, Written By, Howmuchdoyouloveme, Super Cash, Winning Rupert, Rich Enuff, Booker, Written Dash, Trump, Vibrant Rouge, Hot Dipped, Grande Rosso, It is Written, Balf's Choice, Grand Tycoon, Teleplay, etc.

1st Dam

HONEY FLOWER, by *Bel Esprit*. **4 wins** to 1200m, \$215,375, VRC GH Mumm S., L, Geelong RC Black Pearl H., 2nd MRC (Mornington) Ivory H., 3rd SAJC DC McKay S., **Gr.3**, MVRC Silver Thomas Hanley H. Dam of 1 named foal, 1 to race Cristovao (c by *All Too Hard*). Placed to 2018-19.

2nd Dam

OCRAN, by *Picnicker*. **10 wins** to 1250m.

Half-sister to MONDANO. Dam of 6 foals, 5 to race, all winners, inc.:-

HONEY FLOWER (f *Bel Esprit*) **4 wins**. See above.

Honey Esprit. **2 wins** at 1300m, 1400m, \$130,060, in 2017-18, 2nd MRC Rod Fenwick H.

Honey Pie. Winner at 1400m, 3rd MRC Cable Beach Club Resort & Spa P.

Honey Bunch. **4 wins** from 1600m to 2050m to 2016-17.

Mayara. Winner at 2050m.

3rd Dam

BRIELLE, by *Copper Kingdom (USA)*. Unplaced. Half-sister to Zippast (dam of **FIRENZA**). Dam of 9 foals, 8 to race, **4 winners**, inc:-

MONDANO (g *Spartacus*) **6 wins**-1 at 2-to 1400m, \$320,985, MVRC Mitchell McKenzie S., L, Hcp., MRC Moss Rocket H., 2nd VRC Moomba P., L, MRC Hcp., Glenwill Classic, 2yo P., MVRC Hcp, Benalla RC Premier H., 3d VRC Debonair S., **Gr.3**, MRC P., Hcp., Bert Bryant Hcp., Hcp.

Ocran. **10 wins**. See above.

Father. **2 wins** at 1200m, 1750m.

Listenup. **2 wins** at 1400m, 1500m.

4th Dam

SCARLET RIBBONS, by *Century*. **Winner** at 1600m. Sister to **INDIAN RAJ**, **STAGE HIT** (dam of **ENCORES**, **IRRADIATE**, **SIR LAURENCE**), **Miami Vice**, Mornmoot Lady (dam of **MARWELL LADY**), half-sister to **Trading Post**. Dam of 6 foals, 4 to race, **3 winners**, inc:-

Red Baroness. **3 wins** at 1200m, 1300m, 2nd AJC Mildura H. Producer.

Zippast. Unraced. Dam of 12 winners-

FIRENZA (f *Kenny's Best Pal*) **Winner** at 2, SAJC Walter Brown S.H., L, 4th SAJC Oaklands P., L. Dam of 7 winners-

TUSCAN SLING (f *Danehill Dancer (Ire)*) **7 wins** to 1400m, \$405,400, MRC Geoffrey Bellmaine S., **Gr.3**, Mannerism S., **Gr.3**, Christmas S., L, MVRC Heat 1 H., EJ Whitten Foundation Hcp., Hcp., 2d MVRC Heat Hcp., 3d MRC Alinghi S., L, MVRC Heat 8 Hcp., MRC Frankston Hcp.

Single View. Unraced. Dam of-

KIWIA (g *Reset*) **6 wins** from 1400m to 2400m, \$540,800, to 2017-18, MRC Coongy H., **Gr.3**, VOBIS Gold Stayers, Dream Thoroughbreds H., 2nd Bendigo Cup, **Gr.3**, MRC VOBIS Gold Heath, VRC Hcp., Bolte H., 3rd BRC Brisbane Cup, **Gr.2**, 4th BRC Premier's Cup, **Gr.3**.

Beauty World. **2 wins** at 1000m, 1200m, 2d MRC Winlake H. Dam of 8 winners-

LITE'N IN MY VEINS (g *Henrythenavigator (USA)*) **9 wins** from 1200m to 2050m, \$734,615, to 2017-18, WATC Sir Ernest Lee-Steere Classic, **Gr.3**, Northerly S., **Gr.3**, Birthday S., L, SAJC CS Hayes Memorial Cup, L, MVRC Martin Ralston Cup H., SAJC Carbine Club H., WATC Perth Racing TV P., Hcp., SAJC Schweppes H., 2nd MRC Jockey Celebration Day H., Hcp., WATC Hcp., 3rd SAJC RA Lee S., **Gr.3**, 4th WATC AJ Scahill S., **Gr.3**, Hyperion S., **Gr.3**, Raconteur S., L.

HI WORLD (c *High Chaparral (Ire)*) **4 wins** from 1400m to 2000m, \$341,025, ATC Carbine Club S., **Gr.3**, Frank Packer P., **Gr.3**, Hcp., 2nd VRC Saintly H., 3rd VRC Sofitel H., L, Carbine Club 2YO P., 4th VRC Carbine Club S., **Gr.3**.

LOVEYAMADLY (f *Bel Esprit*) **6 wins** to 1200m, \$319,338, MVRC Abell S., L, VRC Plate., MRC Hcp., MVRC Chandler MacLeod H., 2nd MRC Geoffrey Bellmaine S., **Gr.3**, Doveton S., L, VRC Mark Taylor H., 3d MVRC Printhouse H.

DUCIMUS (c *Snitzel*) **2 wins** at 2, \$161,000, in 2016-17, VRC Talindert S., L, 2nd ATC Pago Pago S., **Gr.3**, VRC Ron Taylor H., 4th MVRC Red Anchor S., **Gr.3**, MRC Vain S., **Gr.3**.



32. Promoter's and Offeror's Declaration

The Promoter and the Offeror confirms that:

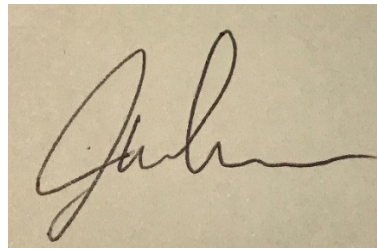
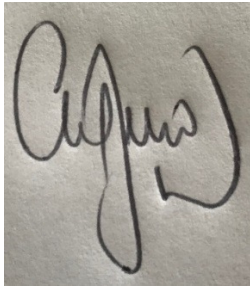
- (a) the statements contained in this PDS in relation to the Syndicate are true;
- (b) this PDS contains all information which potential investors and their advisers would require and reasonably expect to find in a PDS for the purpose of making an informed assessment about investment in the Syndicate.

Thoroughbred Trainers Service Centre Limited

Michele Cullen

..... Michele Cullen Syndication Services Consultant (On behalf of the **TTSC**)
.....12.../...12.../2018.....Date

Boom Racing Thoroughbreds (Directors: Andrew Dunemann and Jeremy Schloss)



..... (Authorised Representative 001 265 551 of the **TTSC**)
...12...../...12.../...2018... Date

Statement of Subscriber

I declare that I have read and understand the requirements, terms and conditions of this PDS and that I am not under any disqualification or other disability under the Rules of Racing.

.....Name of Applicant

.....Signature of Applicant

...../...../..... Date

Without prejudice to the generality of this disclaimer, the Lead Regulator does not warrant, and has no responsibility for, the commercial merits of the Syndicate referred to in this PDS, the manner in which the Syndicate is operated, or the taxation liabilities (if any) to which the Syndicate may give rise.

Partnership Agreement



Photo: by Vendor Pre-Magic Millions Tasmanian Yearling Sale

2018 Partnership 2016 Bay Filly by Written Tycoon from Honey Flower

Notice to Potential Subscribers

Thoroughbred Trainers Service Centre Limited (TTSC) and the Principal Racing Authority accept no responsibility for any problems that may arise out of the way the Partnership is managed or operated. Accordingly, if any Owner feels aggrieved by the management or conduct of the Partnership he or she must be prepared to resolve the matter privately or take such legal steps as his or her private legal advisors may advise. In this regard the attention of the Owners is drawn to the following Rule of Racing: AR.69M. The Principal Racing Authority shall not have any responsibility for the due observance by the persons concerned of any agreement or any other instrument relating to the Partnership or for the performance of any legal or equitable obligations of any Owner of the Partnership.



Thoroughbred Trainers Service Centre Limited
ACN 112 056 032 AFSL 288 213
Level 1 Racing Centre, 400 Epsom Road, Flemington VIC 3031
Web: www.ttsc.com.au Tel: 03 8354 2550 Email: info@ttsc.com.au

1. The Partnership's Horse

The Horse will be registered with the Registrar of Racehorses once the Partnership has been formed.

2. Horse Description

Age	Foaled 16 October 2016
Sex	Filly
Pedigree	By Written Tycoon x Honey Flower
Brands & Markings	Refer Veterinary Report
Colour	Bay
Name	Unnamed

3. Nature of Shareholdings

- (a) The Horse shall be owned in 50 (Fifty) shares by the Owners with 40 (Forty) of the 50 Shares in the Horse Racing Syndicate for sale.
- (b) No person disqualified under the Rules of Racing shall be eligible to become or to continue as a member of the Partnership.
- (c) Any participant as a member of the Syndicate in the 2016 Filly by Written Tycoon from Honey Flower despite their shareholding can request The Manager, Boom Racing Thoroughbreds as described in the Partnership Agreement, in their role request the horse tested for a prohibited substance under the Australian Rules of Racing with the cost of testing to be borne by all participants (whether or not they elected to have the horse tested).

4. Naming of Horse

The Horse will be named by the Partnership once the Horse Racing Syndicate Partnership has been formed. Each Owner will be requested to submit a name suggestion and these names will be drawn in random order, checked for availability and submitted to Racing Australia's Registrar of Racehorses in the order they are drawn. For more information regarding naming rules or to check whether a name is currently in use please visit the Registrar of Racehorses website at <http://www.racingaustralia.horse/>

5. Set Monthly Fees

The Manager, Boom Racing Thoroughbreds, will be responsible for the Horse Racing Syndicate once the Partnership has been formed. Each Owner will responsible for payment of a Set Monthly Fee pro-rata based on shareholding.

- **10%** Shareholding in the Horse: Set Monthly Fee \$385.00 (inc. GST);
- **5%** Shareholding in the Horse: Set Monthly Fee \$192.50 (inc. GST);
- **2.5%** Shareholding in the Horse: Set Monthly Fee \$99.00 (inc. GST);
- **2%** Shareholding in the Horse: Set Monthly Fee \$77.00 (inc. GST).

Shareholders will receive their first account once the Horse Racing Syndicate has been formed pro-rata to their shareholding commencing August 1st, 2018. The Manager, Boom Racing Thoroughbreds Management fee is a portion of the Set Monthly Fee. The Manager, Boom Racing Thoroughbreds, may revise its Set Monthly Fee and will provide Owners with four weeks written notice of any increase.

The Set Monthly fee does not cover any nominations for Black Type races and Auction House Sponsored races, interstate or overseas travel and extra-ordinary costs such as veterinary fees relating to surgery/injury, major race acceptance fees and interstate float fees are payable by the Owners and not included in the costing.

Partnership Agreement

2016 Filly by Written Tycoon from Honey Flower

Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

The Set Monthly Fee must be paid by the Owners in advance by credit card, direct debit, electronic funds transfer or cheque to the account of the Manager, Boom Racing Thoroughbreds. Alternate payment methods may be accepted at the discretion of The Manager, Boom Racing Thoroughbreds.

6. The Manager

- a. Boom Racing Thoroughbreds will undertake The Manager's duties and will manage all aspects of the racing career of the racehorse for the benefit of all Owners under the terms and conditions of this agreement.
- b. Boom Racing Thoroughbreds shall be the first registered Owner in the Horse Racing Partnership.

The Manager's duties include:

- i. Liaising with the Trainer and keeping all Owners current with the progress of the racehorse;
- ii. Keeping a register noting the names and addresses of each Owner and the number of shares held by each, the date on which the Owner was entered in the Register of Racehorses and the date on which any person ceased to be an Owner.
- iii. Keeping accounting records that correctly record and explain the transactions and financial position of the Partnership, such records to be kept in such a way as will enable true and fair profit and loss accounts and a statement of assets and liabilities to be prepared in respect of the Partnership (the Accounts) from time to time.
- iv. For each financial year, preparing the Accounts and lodging the Accounts with the Lead Regulator within 90 days after the end of each financial year in respect of the relevant financial year and in addition lodge with ASIC a copy of the Accounts in respect of the last preceding financial year within 14 days after receipt of a written request to do so by ASIC.
- v. Opening and maintaining a separate bank account in respect of the Partnership which account shall be used for the deposit and payment of all moneys relating to the operation of the Partnership.
- vi. Notifying the Principal Racing Authority and Registrar of Racehorses in writing of every change in an Owner of the Partnership, every change in the percentage of an Owner's Share in the Partnership, and every change in an Owner's address within a period of fourteen (14) days of the change.
- vii. Complying punctually in all respects with the requirements of the Rules of Racing, local Rules of Racing, the Principal Racing Authorities, the Registrar of Racehorses, ASIC, the Corporations Act 2001 and TTSC from time to time in relation to the racehorse and the Partnership.
- viii. Representing the Owners in any official barrier draws, trophy presentations and any promotions/media events regarding the racehorse.
- c. The Manager, Boom Racing Thoroughbreds, may at any time give the Owners not less than one months' notice in writing of his intention to retire as Manager and will cease to have any rights and obligations as The Manager from the date of that notice.
- d. The Owners may remove The Manager, Boom Racing Thoroughbreds, and appoint a new Manager by an ordinary resolution of the Owners.

7. Meetings/Decisions

- a. Each **2%** shareholder is not guaranteed his/her name, or an Ordinary Syndicate with a minimum share of **2%** appear in the race book if more than 20 individuals or Ordinary Syndicates are in this Horse Racing Syndicate. They will need to share race day privilege's as only 40 tickets are issued race day.
- b. The Manager, Boom Racing Thoroughbreds, may at any time call a meeting of Owners. This will be to discuss/decide on a relevant issue relating to the Horse. With many Owners interstate and overseas, the communication and voting may be conducted via email, phone or fax. To maintain a fair and transparent process, all Owners must be given at least 14 days' notice of any meetings called by the Ownership group, and, must in turn be represented at such meetings. Non-notification is a breach of this agreement.

Partnership Agreement

2016 Filly by Written Tycoon from Honey Flower

Thoroughbred Trainers Service Centre Limited AFSL 288 213
Boom Racing Thoroughbreds Authorised Representative 001 265 551

- c. An Owner or Owners who own not less than 10% of the Shares in the Partnership may call a meeting of Owners or request the Manager, Boom Racing Thoroughbreds, to do so by giving at least 14 days written notice to the Owners.
- d. Decisions made at such a meeting of Owners shall be by majority resolution and in the event of a tied vote; the Manager shall have the casting vote.
- e. Any Owner may inspect all documents relating to the giving of votes on any matter in relation to any issue.
- f. This clause may relate to a variety of decisions relating to the Horse which may include for example an impending sale of the Horse should that situation arise, the recommendation from the stable to geld the Horse or Rig and generally any issue warranting the decision/vote of the Owners.

8. Variation of Fees

The Owners acknowledge that the Set Monthly Fee may be varied by The Manager, Boom Racing Thoroughbreds. Owners are billed directly by The Manager therefore costs may vary Boom Racing Thoroughbreds will provide Owners with four weeks written notice of any increase in the Set Monthly Fee.

9. Prize-money

All prize-money will be paid to the Owners on a monthly basis at month end to the Owners pro-rata to the number of Shares in the Partnership held by each of them. In accordance with the Australian Rules of Racing in Australia prize-money is distributed to the Owners. In all instances in New South Wales the Jockey Insurance and Horse Welfare Fund of [1%], the Trainer's [9.9%] Jockey's [4.95%] and in the Stablehand's [1.5%] share of the prize-money is deducted and paid out directly by Racing New South Wales before the remainder of the earnings is distributed to the Owners.

10. Trophies

- a. The Manager, Boom Racing Thoroughbreds, will manage trophy allocation and all trophies will be subject to an auction/tender process.
- b. The minimum reserve placed on a trophy will be close to the advertised value of the trophy in the race book.
- c. All Owners are entitled to bid at the auction regardless of the shareholding held or attendance at the auction.
- d. Proceeds of the trophy are to be distributed equitably back to the other Owners in the racehorse based on their share percentage.
- e. Duplicate trophies may be available on application at the requesting parties' expense.

11. Default

- a. If any Owner fails to pay the monthly fees prescribed by Clause 5 within fourteen (14) days after statement issue date, the Trainer may serve on the defaulting Owner a notice stating that unless the outstanding amount is paid within seven (7) days, the defaulting Owner shall cease to be an Owner and will have no interest in the assets and income of the Partnership.
- b. If payment is not received from the defaulting Owner within the prescribed period, his or her Share in the Partnership may be relinquished and/or offered for sale to offset the default and he or she will not be entitled to receive any compensation for the relinquished interest or to receive any further payment out of the assets or profits of the Partnership.
- c. The Owner enters into arrangement with creditors or has any bankruptcy proceedings taken against them; or
- d. The Owner fails to comply with all material obligations under this agreement or if any of the representations or information supplied by the Owner is inaccurate and misleading in any material respect; or
- e. In the event of a default pursuant to these clauses, the Defaulting Owner herewith appoints the Manager to act as their attorney with full power and authority to execute a transfer of ownership on their behalf.

12. Transfer of Shares

Where an Owner wishes to sell or transfer their share in the Partnership, such share shall be offered to the remaining Owners at first instance, for purchase at fair value, before offered or sold to a third party.

If no remaining Owner wishes to purchase the share, the Owner may offer the share for sale to a third-party conditional upon the Australian Rules of Racing.

The outgoing Owner shall remain liable for all fees and charges under this agreement, and all fees associated with the transfer of ownership, until the new Owner is approved and registered by the Manager. Any such transfer of ownership shall be completed in accordance with the Australian Rules of Racing.

13. Indemnity

Each Owner hereby indemnifies and will keep indemnified, in accordance with his or her Share in the Partnership, the Manager (and its employees, officers and agents) against any fee, cost, expense, claim, action, suit, loss, damage or other amounts whatsoever arising out of any default, whether by act or omission, of the Owner under this agreement or anything lawfully done by the Manager in accordance with this agreement or by reason of the Manager complying with any direction, request or requirement of a Regulatory Authority.

The Manager makes no representation or warranty as to the success or performance of the Partnership or the Horse and shall not be liable for any damage or loss suffered or incurred by an Owner arising out of or in connection with any advice, forecast, opinion to the Owner in relation to the likely profitability of the Partnership.

The outgoing Owner shall remain liable for all payments required in respect of the fees and expenses associated with any Horse owned by the Partnership

14. Termination

Upon termination of the Partnership the Manager shall sell or otherwise convert the assets of the Partnership into cash and divide the proceeds (less all proper costs and outgoings and any provision for liabilities) among the Owners in proportion to the number of Shares held by them respectively, after deducting from the Owner's Share of these proceeds any monthly fees then due but unpaid by that Owner.

15. Governing Law

This agreement is governed by the laws of the State of Victoria. By signing this agreement, the parties irrevocably agree that all conditions/obligations of this agreement are fully enforceable under the jurisdiction of the Courts of Victoria.

16. Counterparts

This agreement may be signed in any number of counterparts and shall be effective in respect of an Owner when a part is signed by that Owner.

17. Force Majeure

No Owner shall be liable to any other, for any loss or damage which may be suffered by any other party due to any cause beyond the other party's reasonable control.

Glossary, Definitions and Interpretations

1. "ASIC" means Australian Securities and Investments Commission.
2. "Australian Stud Book" means a Registry of thoroughbreds, maintained in each country where thoroughbreds are raced.
3. "Black Type" means a Group, Listed or Restricted Listed race.
4. "Colt" means an entire male Horse under four years of age.
5. "Dam" means the mother of the Horse in this PDS.
6. "Sire" means the father of the Horse in this PDS.
7. "Filly" means a female Horse under four years of age.
8. "Foal" means a young Horse in the first year of its life.
9. "Gelding" means a male Horse with both testicles removed. Horses are gelded to prevent them becoming too heavy and to moderate their behaviour.
10. "Rig" means the thoroughbred horse or colt only has one testicle
11. "Horse" means a male Horse with both testicles over four years of age
12. "Horse" can also mean the Thoroughbred racehorse named in the PDS.
13. "Lead Regulator" means one of the bodies with whom TTSC lodges this PDS and is registered as an approved Promoter of Horse racing syndicates and with whom the Syndicate is or proposed to be registered.
14. "Manager" means the person described in clause 6 of this agreement.
15. "Owner/s" means those persons or entities listed in the schedule of registered owners of the Horse.
16. "Participant" means those persons or entities listed in the schedule of registered owners of the Horse.
17. "Partnership" means the partnership of Owners of the Horse formed pursuant to the terms of this agreement and is otherwise referred to as the "Syndicate" in the PDS.
18. "PDS" means the Product Disclosure Statement prepared by TTSC in relation to the offer of shares in the Partnership (referred to as the "Syndicate" in the PDS).
19. "Principal Racing Authority" means one of the Principal Racing Authorities.
20. "Principal Racing Authorities" means *Racing NSW* (a body established under the *Thoroughbred Racing Act 1996* (NSW)), *Racing Victoria Limited* (ACN 096 917 930), *Queensland Racing Integrity Commission* (Qld Government) & *Racing Queensland* (ABN 80 730 390 733), *Racing and Wagering Western Australia* (ACN 347 055 603), *Thoroughbred Racing SA Limited* (ACN 094 475 939), *Tasracing Pty Ltd* (ACN 137 188 286), *Thoroughbred Racing NT* (an association incorporated under the *Associations Incorporation Act 1991* (NT)), and *Canberra Racing Club Incorporated* (an association incorporated under the *Associations Incorporation Act 1991* (ACT)).
21. "Prize-money" means any money earned from racing the racehorse.
22. "Registrar of Racehorses" means the registrar under the Australian Rules of Racing.
23. "Resolution" means a resolution passed by at least four (4) Owners who hold in aggregate at least a majority interest in the horse (AR.57.(1));
24. "Rules of Racing" means the Australian Rules of Racing as adopted by the Racing Australia (or such body as from time to time may carry out the function of approving the national rules of racing) and any local rules of racing approved by the relevant Principal Racing Authority.
25. "Seller" means the person described in the PDS.
26. "Share" means a share in the Partnership.
27. "Thoroughbred" means a horse that has satisfied the rules and requirements, set forth by the [Australian Rules of Racing] and is registered by the Australian Stud Book.
28. "Trainer" means the trainer of the racehorse as detailed in the PDS.
29. "TTSC" means Thoroughbred Trainers Service Centre Ltd.
30. "Yearling" means a Colt, Rig, Filly or Gelding in its second calendar year of life.
31. Application/Subscriber Identification Form

How to apply for a Share in the Syndicate

Applications to acquire a Share in the Syndicate will only be accepted on the Application Form attached to the Partnership Agreement accompanying this PDS. The Application Form and the Subscriber Identification Form must be fully completed.

Application Forms must be accompanied by payment in Australian dollars for an amount equal to the Application Monies. Cheques must be made payable to "Thoroughbred Trainers Service Centre Limited" and crossed "Not Negotiable" or payable by electronic funds transfer to the TTSC Trust account set up for the Syndicate at the Nominated Bank and the BSB and Account Number information will be supplied upon request.

Applications must be for a minimum of one Share(s) in the Syndicate. Applications may be made for additional Shares in the Syndicate in multiples of one.

The completed Application Form, together with Application Monies, and the Identification Form enclosed with this PDS, must be returned to the Manager, Boom Racing Thoroughbreds, or the Promoter or by mail or delivery to the following address:

Boom Racing Thoroughbreds
25 Karingal Avenue
BILAMBIL HEIGHTS NSW 2486

OR to the Promoter

Thoroughbred Trainers Service Centre Limited
Level 1, Racing Centre
400 Epsom Road
Flemington VIC 3031

Applicants should read this PDS in its entirety, including the Partnership Agreement, before deciding to complete and lodge an Application Form.

An Application constitutes an offer by the Applicant to subscribe for a Share in the Syndicate on the terms and subject to the conditions set out in this PDS, including the Partnership Agreement. The Promoter reserves the right to reject any Application, including but not limited to Applications that have been incorrectly completed, or are accompanied by cheques that are dishonoured or have not cleared.

APPLICATION /SUBSCRIBER IDENTIFICATION FORM

2018 Partnership 2016 Bay Filly by Written Tycoon from Honey Flower

Complete in block letters & return entire Partnership Agreement. You are advised to keep a copy for your records

Surname: Dr/Mr/Ms/Mrs/Miss
(One name ONLY to be entered)

Given Names:

Residential Address:
(not P.O. Box)

.....

State: Postcode:

Birth Date:...../...../..... Occupation/Business Activity:.....

Telephone Business Home:

Mobile Fax:

Email:.....

Owners I.D Number (if known):.....(This will be provided once
Horse is Registered/Named for first time Owners)

This share will/will not be held in a Syndicate name.

Syndicate Name:(if applicable)

Horse Name Suggestion:.....

I hereby agree to become an Owner in the abovementioned Partnership on the basis that I will have.....
share (s).

By Signing this Agreement I agree and declare that:

1. I have read, understood and agree to be bound by the Partnership Agreement, Australian Rules of Racing and Product Disclosure Statement.
2. I am not under any disqualification or other disability under the Australian Rules of Racing.
3. I am over the age of eighteen years.
4. I am not an undischarged bankrupt.
5. I agree for my contact details to be supplied to the other Owners in this Partnership.
6. I acknowledge that I have had the opportunity to obtain independent legal and financial advice relative to my acquisition of shares in the Syndicate.

..... Name of Owner

..... Signature of Owner

...../...../..... Date

Subscriber Identification Form

The information set out in this form must be completed and this form together with the supporting documentation must be returned to Thoroughbred Trainers Service Centre Limited together with the Application Monies. The Thoroughbred Trainers Service Centre Limited (TTSC) may seek further information as deemed necessary and reserves the right to verify all information provided to it.

An applicant who is an individual must complete **Part A**; If the applicant is not purchasing as an individual but as an entity, that entity will be required to complete another subscriber identification form.

Since, you have authorised an agent, Boom Racing Thoroughbreds, to act on your behalf in relation to the subscription of shares in the syndicate, you must also complete **Part B**. All persons/entities **must** provide supporting documentation requested in this form.

DETAILS

Part A. Details of Individual	
In case of sole trader – full business name and Australian Business Number (ABN):	
You must provide the following supporting documentation:	<ul style="list-style-type: none"> an original or certified copy of a current driver's licence or passport <p>OR</p> <ul style="list-style-type: none"> an original or certified copy of a birth certificate and an original or certified copy of a tax assessment or rates notice
Important Note: You must also complete Part A in respect of one partner in the partnership and provide the documentation set out in that part in respect of that partner.	
Part B. Details of Agent (if any)	
Full name of agent:	
Address of agent:	
You must provide the following supporting documentation:	Evidence that you have authorised the agent to act on your behalf in relation to the Syndicate subject of the PDS.