

PROMOTERS DISCLOSURE STATEMENT

1. Preparation and purpose

- 1.1** This Product Disclosure Statement ('PDS') has been prepared in relation to the sale of Shares in the thoroughbred horses to which this PDS relates. This PDS has been lodged with and approved by Racing Victoria as Lead Regulator (400 Epsom Road, Flemington, Vic, 3031, Ph.: 9258 4258).

2. General

2.1 Name of the Promoter:

Clanbrooke Pty Ltd, 21 Miniata Walk, Vermont South, 3133
Incorporated in Victoria, ACN 005 894 413
AFS Licence No. 260214

2.2 Names and addresses of all Directors:

Dean Humphries, 21 Miniata Walk, Vermont South, 3133
Jan Humphries, 21 Miniata Walk, Vermont South, 3133

- 2.3** The undersigned parties agree that they purchase the Horse/s as Owners with a view to sharing enjoyment of the Horse/s as a racehorse.

- 2.3** **What percentage of the horse is being syndicated:** 80%.

- 2.4** **The number of shares available within this syndication:** 16 x 5%

The vendor, Dario Dicarla, will retain 20% (as well as any unsold shares at the end of the syndication period).

- 2.5** **The purchase price of each share:** \$2498 per 5%.

Purchase price includes all work to 31st May 2018. Owners will be charged a set monthly fee as outlined below after this date.

- 2.6** **The number of shares required to be sold to result in a live scheme:**

2

- 2.6** Clanbrooke costs on an annual basis, charging all 5% shareholders a set \$185 per month. At the end of a preparation, we perform a reconciliation and adjust either way.

- 2.7** **Proposed ongoing ancillary expenses:**

Ongoing expenses are fixed at \$185 per month (per 5%) as per above. Expenses, other than training, include veterinary fees, freight, nominations, track fees, farrier, Management Fee.

- 2.8** **Partnership commenced on:** 1st June, 2018.

3 The Horse

- 3.1 A description of the Horses:** Bay Filly by Starspangledbanner out of Waterloo Bridge. Foaled 28.10.2016.
- 3.2 A statement as to whether the Horses are registered, if registered the Registration numbers:** Not registered.
- 3.3 If not, has an Application to Register or Transfer been submitted to a principal Club?** No
- 3.4 Details of the racing performance(s) of the Horse (if raced):** The Horse is unraced.
- 3.5 Details of the performance of the Sire:**
STARSPANGLED BANNER (AUS) (Chestnut 2006-Stud 2011). 7 wins-1 at 2, Royal Ascot Golden Jubilee S., Gr.1. Sire of 70 rnrns, 49 wnrs, inc. SW The Wow Signal (Deauville Prix Morny, Gr.1), Anthem Alexander, Home of the Brave, Of the Brave, Spangled, Meliora, Last Gift, Silver Rainbow, SP Imtiyaaz, Moonraker and of Dawn's Early Light, Mr Individual, Surfin' Safari, Windsor Beach, Melveen, Fashaak, Shaiyem, The Commendatore, Khalama, etc.
- 3.6 Details of the performances of the Dam:**
WATERLOO BRIDGE, by New Approach (IRE). Unraced. This is her first foal.
- 3.7 Name of the proposed Trainer and where the Horse is to be trained:**
To be trained at Ballarat by Archie Alexander.
- 3.8 Has a Managing Owner been appointed?**
Yes. Dean Humphries has been appointed as the Manager. Duties include (but are not limited to): completing Syndicate and Registration forms, handling Insurance documentation, Communications including pre and post-race reports, weekly updates including video footage as well as Events Management including the arrangement of regular stable visits.
- 3.9 Will there be a Management fee charged?**
Yes – a fee of no more than \$25 per share per month will be charged and is included in the monthly set fee charged.
- 3.10 How did the Promoter obtain the Horses:**
The vendor, Dario Dicarla, bred this filly
Dario Dicarla owns this filly outright with no encumbrances and offers her for sale through syndication.
- 3.11 Date this agreement comes into effect:**
1st June, 2018.
- 3.12 A Valuation by a qualified bloodstock valuer approved by the Federation of Australian Bloodstock Agents - Aust., who is independent of the Promoter:**

2 valuations have been obtained:
1. Sheamus Mills Bloodstock - \$40K (attached)
2. Simon Vivian from Inglis (\$30K (attached)
This promotion is reliant on the current valuations.

3.13 A Veterinary Certificate prepared by a qualified Veterinary Surgeon, including a statement of opinion as to whether the Horse is fit for the purpose for which the Partnership is being formed:

See attached – attending veterinarian was Dr Peter Carrigan.

3.14 A statement as to the correctness of the Valuation and Veterinary certificate:

There is nothing known to me that would invalidate the correctness of either the Valuation or Veterinary Certificate

3.15 A statement whether the Promoter/Authorized Representative owns the Horses or whether the Horses are in any way encumbered:

The Horse is unencumbered. Vendor Dario Dicarla owns the Horse outright and will pass clear title to each investor upon share purchase.

3.16 A statement disclosing the full particulars of any Lease Agreement that will affect the Partnership:

Not leased.

3.17 Application moneys will be held in a separate Trust Account established and Managed by Clanbrooke Pty Ltd (AFSL 260214) that is applicable for the sole purpose of this product until the Racing Authority has registered or refused to register the Partnership. Once the minimum number of shares have been sold and the Vendor Release statement obtained, title will pass to shareholders and Trust Account funds will be released to facilitate Registration of the Horse.

3.18 Where the Partnership has not been fully subscribed within six months from the date on which the PDS was first approved by the Lead Regulator, (or if the shares have still not been fully sold after a further 3 months extension), or where the Racing Authority has refused to Register the Partnership, ALL monies held in trust, will be returned to the investors within 10 business days.

3.19 Details of any cooling off regime:

Clanbrooke Pty Ltd acknowledges a 14 day cooling off period. To exercise a cooling-off period an investor must do so in writing within the 14 day period.

The cooling off period commences when the investor is issued a receipt of sale.

3.20 The Horses will race in the following colours:

- 1 - Royal Blue and Gold Vertical Stripes, Hooped Sleeves and Quartered Cap
- 2 – Royal Blue, Gold Sash, Quartered Cap

3.21 Naming the Horses:

Shareholders will be asked to submit suggestions and will subsequently vote. Names will then be submitted for Registration in order of voting preference.

3.22 Names in the Race book:

Each owner of not less than 5% of the Horse will be entitled to have his/her name appear in the Racebook.

3.23 Where a share of less than 5% is owned, that Owner agrees for his/her name to be registered as part of a Syndicate that will be represented in the Race book for that Horse OR where a share of less than 5% is owned, that Owner is not entitled to his/her name in the Race book.

4 Communication

4.1 Ongoing communication regarding the Horses:

Once the initial sale process has been completed **Clanbrooke Pty Ltd** has a website at **www.clanbrooke.com**, incorporating an individual website for every stable Horse. Owners are provided with a User ID and password when they join the Partnership. Owners have access to the following information via the website:

- (a) weekly general information (or as needed when the Horses are spelling) relating to the Horse's training or spelling progress
- (b) updated reports including nominations and acceptances

4.2 In addition, Clanbrooke will:

- (a) keep Owners informed regarding a Horses' preparation and forward planning
- (b) keep all Owners regularly informed of the progress and welfare of the Horses.

4.3 It is the responsibility of each Individual Owner to advise **Clanbrooke** of any change to personal contact details.

4.4 Racing Australia's '**Co-owners Agreement**' (**COA**), that came into effect in 2017, provides a set of standard terms that govern the rights and obligations of co-owners in a Horse Ownership Venture. Although the COA does **not** apply to Promoter Syndicates, **Clanbrooke Pty Ltd** is happy to abide by the Terms of the **COA** where this PDS has not provided terms of reference. In all instances, however, or if in doubt, this PDS takes precedence. A copy of the COA can be found here: **<https://tor.racingaustralia.horse/co-owner-agreement/>**

5 Ongoing Expenses

- 5.1 The Owners agree that they will share all costs related and incidental to the racing, training, agistment, treatment, maintenance, management, welfare and keep of the Horses in proportion to their shareholding.

6 Share of Profits

- 6.1 The Owners agree that they will share all prizemoney or other monies earned by the Horse in proportion to their shareholding.

7 Payments and Defaults

7.1 Initial Share Sale

Until full payment has been made, a prospective Owner has no Ownership rights and **Clanbrooke** reserves all rights in relation to the share/s including the right to sell as well as all rights to prize money.

7.2 Ongoing Payments

If an existing Owner has not paid any amount so payable 30 days after the due date, then **Archie Alexander** may serve upon them written notice demanding payment to be made within 7 days.

- 7.3 If 7 days after notice is given, the amount due remains unpaid, then the owner, by default, relinquishes any interest or part-interest in the Horse and **Archie Alexander** may offer the share (of the defaulting co-owner) for sale to other co-owners in the Horse.

- 7.4 If none of the co-owners wish to take up the offer, the share may be offered for public sale.

- 7.5 Where an Owner defaults under the Terms of the Agreement, **Archie Alexander** may retain possession of the Horse/s and the Registration or Identification papers for the Horse/s until such default has been remedied. The Owner agrees that under no circumstance will a Horse/s or Registration or Identification papers be released until all monies owing to **Archie Alexander** have been paid and until all defaults have been remedied.

7.6 In the event of an Owner's default:

(a) **Archie Alexander** will continue to care for the Horse/s but may elect to cease providing training services.

(b) **Clanbrooke** may instruct **Archie Alexander** to refuse to nominate the Horse/s for any race.

- 7.7 The Owner is liable for all costs associated with and incurred by **Clanbrooke** or **Archie Alexander** in the attempt to recover any amount owing.

8 Sale of shareholding during the course of the Partnership

- 8.1** Where any Owner wishes to sell their shareholding, he/she must pay and continue paying all amounts owing by that Owner to **Clanbrooke** and **Archie Alexander** until the sale has been executed. Neither **Clanbrooke** or **Archie Alexander** is under any obligation to sell or assist the Owner in selling a share.
- 8.2** The purchaser must agree to all Terms and Conditions contained within this Agreement.
- 8.3** The purchaser must be capable of being registered as an Owner under the Australian Rules of Racing.

9 Termination

- 9.1 This Agreement can be terminated:**
- (a)** upon retirement, death, serious injury of the horse/s OR
 - (b)** upon mutual agreement from the majority (more than 51% of Owners) that they wish to disperse the Partnership.
- 9.2 When this Agreement is terminated:**
- (a)** the Owner acknowledges that the Horse/s will not be released by **Archie Alexander** until all amounts owing by all Owners are paid in full.
- 9.3** The Owners acknowledge their responsibility for the welfare of the Horse/s at all times while they remain Owners.

10 Risk

- 10.1** Each Owner hereby acknowledges that investment in Thoroughbred Racehorses is speculative and that there are inherent risks associated with the Ownership of a Horse/s:
- (a)** not all Horses offered for sale progress to competing in races and even when they do, they may not win, place or earn prize money.
 - (b)** The rate at which a young Horse matures varies markedly and it is not possible to tell with certainty at what point a Horse may be ready for the races.
 - (c)** Injuries can be sustained that may delay or inhibit a Horse's ability to race, either temporarily or permanently.
 - (d)** A high percentage of colts are gelded to enhance racing potential.
 - (e)** insurance is available against some but not all risks associated with the Ownership of a Horse

10.2 Neither **Clanbrooke** or **Archie Alexander** will be liable to the Owners in the event of either the death of the Horse/s or its value being diminished as a consequence of accident, injury, disease, or a failure to either compete in or win races.

11 Insurance

11.1 Insurance against death or destruction **is not** included in the purchase price of this Horse. Owners may elect to insure their individual share at their own discretion.

12 Financial information

12.1

ITEM	DETAIL/COMMENTS	COST	80%
Valuation price (median)		35000	28000
Administration		550	440
Accounting		550	440
Advertising -		1100	880
Agistment	62 days @ 27.50 1.6.18 to 31.8.18	1705	1364
Breaking In		2750	2200
Farrier		240	192
Freight from Hunter to Archie		1000	800
Dentist		100	80
Merchant Fees		400	320
Prom. Disclos. Applic.		187	150
Racing Colours		220	176
Registration - Horse		110	88
Valuations - Bloodstock	2 x required	550	440
Veterinary - certificate		181.5	145
Veterinary Costs - other		500	400
Website Set-up		500	400
Margin		4310	3448
TOTAL COST		49953.5	39963
TOTAL COST PER SHARE			
	10% shares	4995	
	5% shares	2498	

12.2 Profit Margin: \$3448

13 Dispute Resolution

13.1 Clanbrooke Pty Ltd takes all complaints seriously and will do everything possible to resolve any dispute in the fairest way possible. In the first instance, complaints should be addressed to the Managing Owner, Dean Humphries. If the complaint has not been resolved within a reasonable time, the Owner should then refer the matter to the Financial Ombudsman Service (FOS), of which Clanbrooke is a member.

13.2 All costs incurred will be borne by the individual Owner.

ACKNOWLEDGMENT FORM
Re: Starspangledbanner x Waterloo Bridge

I/We.....

acknowledge that being the purchase of% share in the Australian Clanbrooke Pty Ltd 'Starspangledbanner x Waterloo Bridge Partnership,' that I am over the age of eighteen years and, that I am not an undischarged bankrupt, or a disqualified person under the Rules of Racing, and that except for traffic convictions involving a fine, I have not been convicted of any criminal offence.

I understand that this is a 20 share Partnership.

I/We authorize my funds to be deposited in the Partnership Bank Account (Bendigo Bank - 633000 - 162617203) pending the completion of the Partnership after which the funds may be used to meet Partnership commitments.

Name

Address

Phone Number

Mobile

Date of Birth

Occupation

Bank Account (for prizemoney)

BSB: _____ A/C Number: _____

Name on A/C:

I acknowledge that I have read and agreed to all Terms and Conditions in this Ownership Agreement (please tick)

Signed

Date

Promoter's Declaration

I confirm that:

(a) the statements contained in this Ownership Agreement in relation to the Partnership are true:

(b) The Ownership Agreement contains all information which the investors and their advisors would require and reasonably expect to find in an Ownership Agreement for the purpose of making an informed assessment about investment in the Partnership.

Name of Promoter: Clanbrooke Pty Ltd, Box 6024, Vermont South, Vic, 3133, incorporated in Victoria – ACN 005 894 413: AFSL 260214.

Signed

Date

DISCLAIMER

A copy of this Promoters Disclosure Statement has been approved by Racing Victoria for publication. No liability as to the contents of this PDS is taken by Racing Victoria, its officers, employees, or agents.

In particular (but not without prejudice to the generality of the disclaimer) Racing Victoria Limited does not warrant, and has no responsibility for, the commercial merits of the scheme referred to in the PDS, the manner in which the scheme may operate, or the taxation advantages (if any) to which the Scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, Racing Victoria recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.

Date: _____

I (print name) hereby declare that the contents of this PDS are true and correct

Signature of Promoter

Statement of Subscriber

I declare that I have read and understood the requirements, terms and conditions of any disqualifications contained within this PDS, and that I am not under any disqualification or other disability under the Rules of Racing:

Name of Shareholder

Address

Signature of Shareholder

Date
