# Gold Edge Syndications Pty Ltd



# **Product Disclosure Statement**

Unnamed 2018 Bay Filly By Pierro Ex Graskop

This Product Disclosure Statement has been approved by Racing NSW

#### Offeror

Gold Edge Syndications Pty Ltd (Authorised Representative No. 001239033)

www.goldedge.com.au Craig Purcell 0419 465 801

#### **Promoter**

Stable Connect Ltd (AFS Licence No. 336964)

Address: Level 6, 45 William Street, Melbourne VIC 3000 Telephone: 03 9629 3023; Email: <a href="mailto:atims@stablefinancial.com.au">atims@stablefinancial.com.au</a>

Web: www.stableconnect.com.au

# PIERRO X GRASKOP FILLY



#### **Product Disclosure Statement**

This Product Disclosure Statement ("PDS") is dated 20th March 2020. This PDS has been lodged with and approved by Racing NSW. No liability as to the contents of this Product Disclosure Statement is accepted by Racing NSW, its officers, employees or agents. In particular (but without prejudice to the generality of this disclaimer) Racing NSW does not warrant, and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the syndicate may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, Racing NSW 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."

#### 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 NSW as Lead Regulator
- 1.2 This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares in Horse Racing Syndications to be operated in accordance with the requirements of ASIC Corporations (Horse Scheme) Instrument 2016/790 (ASIC Instrument).

Investors should be aware that the Syndicate will be registered with Racing Australia (RA) within a reasonable period of (and no later than 45 days after) it being fully subscribed and that the Syndicate will be operated by the Offerer as Syndicate Manager for the benefit of the Owners in accordance with the requirements of the ASIC Instrument and the provisions of the Syndicate Deed.

In compliance with the ASIC Instrument the total value of the offer does not exceed \$500,000 or exceed 50 participants.

# 2. <u>Statement to Prospective Investors</u>

2.1 The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for Investors who are unable to risk the initial outlays and ongoing commitments. The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS and no person is authorised to give any information or to make any representations in connection with the Offer other than the information and representations which are contained in this PDS.

# 3. General

# 3.1 Name and Registered Office of the Promoter:

Stable Connect Ltd (AFS Licence No. 336964)

Address: Level 6, 45 William Street, Melbourne VIC 3000 Phone: 03 9629 3023 Email: <a href="mailto:atims@stablefinancial.com.au">atims@stablefinancial.com.au</a>

# 3.2 Name and Registered Office of The Offeror:

Gold Edge Syndications Pty Ltd (AR No. 001239032) 9 Corella Road Kirrawee NSW 2232

- 3.3 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.
- **3.4 What percentage of the horse is being syndicated:** 90%. Gold Edge Syndications will retain 10% of this horse who will be responsible for the ongoing costs associated to such share.
- **3.5** The number of shares available within this syndication: 18 shares x 5%. Gold Edge Syndications will retain a minimum of 10% of this Horse.
- 3.6 The purchase price of each 5% share: \$5,190 inclusive of GST. Share price includes all costs until the 31<sup>st</sup> July 2020. The share price includes Insurance, Transport, Horse Purchase Expenses, Breaking In, Vet Fees, BOBS Nomination as well as Inglis Bonus Series nomination, plus all Training and Agistment through to 31<sup>st</sup> July 2020. If purchased after 31<sup>st</sup> July 2020 the monthly fees mentioned in 3.9 for each month post that date through to the time of purchase will also be due on purchase.
- **3.7 Syndicate Registration:** Gold Edge Syndications will register the Syndicate with Racing NSW within 45 days after
  - a) application for the minimum number of shares in the syndicate is received: or
  - b) the minimum amount for the syndicate has been raised: or
  - c) the final share in the syndicate has been sold
- **3.8** Administration Fee: Neither Stable Connect (Promoter) nor Gold Edge Syndications (Offeror) will receive an administration fee from the trainer.
- Syndications will invoice clients an annual fee on an amortised monthly basis, charging all 5% shareholders a set \$264 including GST. This annual fee includes of all costs (only exclusions will be Group nominations, interstate transport and major operations. All exclusions will be voted on by owners before being committed). This monthly fee will be subject to a \$5 increase on an annual basis from 1<sup>st</sup> August 2021.
- **3.10** Proposed ongoing ancillary expenses: No other ongoing expenses until 31<sup>st</sup> July 2020. From 1<sup>st</sup> August 2020 shareholders will be billed directly by Gold Edge Syndications the fee referred to in clause 3.9 which are to be paid by on the 15<sup>th</sup> of each month.

**Note**: Gold Edge Syndications take full responsibility for all training, veterinary fees, freight, nominations, track fees, farrier, race nominations etc. with each owner only responsible for those potential exclusions as mentioned in section 3.9.

- 3.11 The number of shares required to be sold to result in a live scheme: 18
- 3.12 This Product Disclosure Statement ('PDS') is dated: (20th March 2020.)
- 4. The Horse
- 4.1 A description of the Horse:

Bay Filly, foaled 3<sup>rd</sup> October 2018 by Pierro x Graskop.

- **4.2** A statement as to whether the Horse is registered, if registered the Registration number: Not Registered.
- 4.3 If not, has an Application to Register or Transfer been submitted to a principal Club?
- 4.4 Details of the racing performance of the Horse (if raced): Unraced
- 4.5 Details of the performance of the Sire:

PIERRO (AUS) (Bay 2009-Stud 2013). 11 wins-6 at 2, ATC Golden Slipper S., Gr.1. Leading Aust. First Season Sire in 2016-17. Sire of 276 rnrs, 183 wnrs, 20 SW, inc. SW Levendi (ATC Australian Derby, Gr.1), Pierata, Arcadia Queen, Regal Power, Shadow Hero, Pinot, Reelem in Ruby, Action, Roy Had Enough, Tulip, Bellevue Hill, Gamay, Rock, Arcadia Prince, Furore, Commander, I Like it Easy, Satin Slipper, Kentucky Breeze, Octabello, SP Folk Dress, etc.

#### 4.6 Details of the performance of the Dam:

Graskop, by Manton. Winner at 2 at 1000m, MRC Premier Signs 2YO P., 2d VRC Better Beyond 2YO P., MRC Champagne Pommery P., ATC Warwick Farm H., Wollongong Dental Ceramics H., 3d MRC Blue Diamond Preview (f), L, VRC Ken Cox 2YO H. Halfsister to SABIE, Ankaret. This is her fourth foal. Her third foal is a 2YO. Dam of 2 foals to race, both winners

- **4.7 Details of Ownership of the horse's Sire and Dam:** To the best of our knowledge the information in the stud book is true and correct
- **4.8 Has a Managing Owner been appointed?** Yes, Gold Edge Syndications has appointed Craig Purcell as the Managing Owner at a cost of nil per month and handle all communications and financial affairs.

# 4.9 Requirements of the Manager:

The appointed Manager will be required to manage the syndicate in accordance with the syndicate agreement and rules, regulations or guidelines made by Racing NSW (as Lead Regulator) in relation to the Manager or management. Such arrangement however, will only be applicable during the horse's racing career. A new management agreement may be struck for a post-racing arrangement at the discretion of all parties.

**Note:** The Manager and only the Manager is responsible for appointing the trainer. This is not part of the voting rights of the rest of the owners.

**4.10** Has a Trainer been appointed? Yes, the trainer shall be Gary Portelli of 7 Manning Street, Warwick Farm 2170 who has agreed to train the Filly and a copy of his acceptance letter to train the Filly is attached. The Trainer has agreed the training fees are the sole responsibility of the Syndicate Manager.

#### 4.11 Conflict of Interest

The Promoter, Offeror and Manager do not directly influence experts such as Trainers, Veterinarians to provide advice which is biased, nor do these experts have any commercial reason to provide advice which is biased. In an instance when the Promoter, Offeror, Manager and/or Trainer retain a share in the horse, the share is a commercial investment and the appropriate fees are apportioned to them as they are to all shareholders.

The Promoter, Offeror, Manager or any of their associates declares it has 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.

- **4.12 How did the Promoter obtain the Horses:** The Filly was offered by Millford Thoroughbreds (As agent) at the 2020 Melbourne Inglis Premier Yearling Sale.
- **4.13** Date of purchase: 1<sup>st</sup> March, 2020.
- 4.14 A valuation by a qualified Bloodstock valuer, who is independent and Approved by the Federation of Australian Bloodstock Agents Australia, who is independent of the Promoter: N/A
- 4.15 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 Venture is being formed: See attached attending veterinarian Dr Jessica Flook DVM
- **4.16** 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 the Veterinary certificate.
- **4.17** The Veterinarian Dr Jessica Flook DVM has no interest in relation to the promotion of the Syndicate or in the Filly except that he will receive a professional fee in connection with the provision of the Veterinary Report.
- 4.18 A statement whether the Promoter/Authorised Representative owns the Horse or whether the Horse is in any way encumbered: The horse is currently encumbered. Gold Edge Syndications is under payment terms with Inglis for the purchase of this horse and will pass clear title to investors upon settlement of terms.

- 4.19 A statement disclosing the full particulars of any Lease Agreement that will affect the Venture: No lease in place.
- 4.20 Application monies will be held in a separate trust account that is applicable for the sole purpose of this product by the Promoter until the Racing Authority has registered or refused to register the Venture. Once Registered, Gold Edge Syndications will then handle all monies and act as Manager of all financial affairs forthwith whilst also handling all communications.
- 4.21 Where the Venture has not been fully subscribed within six months from the date on which the PDS was first approved by the Lead Regulator, or where the Racing Authority has refused to register the Venture, ALL monies held in trust, together with interest, will be returned to the investors within 10 business days.
- **4.22 Prohibited Substance Testing:** Any participant in the syndicate may elect to have the horse tested for a prohibited substance under 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)

# 4.23 Details of any cooling off regime:

Each applicant for a share in this horse has a 5 day cooling off period within which they may choose to notify the Promoter in writing by post or email of their decision to not proceed with the purchase of the share and upon receipt of that notification the Promoter shall return any funds paid within 7 business days and remove the applicant as a shareholder or cancel the application.

- **4.24** The Horses will race in the following colours: Black, Gold Edge Syndications Logo, Epaulettes, Seams Sleeves and Pom Pom.
- **4.25** 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.
- **4.26** 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.
- 4.27 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 guaranteed to have his/her name in the Race book.

## 5. <u>Investors Funds</u>

**5.1** All investors' funds are held in a separate bank account ('syndicate' account) on trust.

If the syndicate is not fully subscribed by (6 months after approval date) or if Racing NSW refuses to register the syndicate, all application moneys held in trust, together with interest, will be returned to applicants within 10 business days.

All expenses incurred by the Promoter will be paid in full when the trust account is closed.

# 6. <u>Communication</u>

# 6.1 Ongoing communication regarding the Horse:

Owners will receive regular information about the horse through email, text and the Gold Edge Syndications Website <a href="https://www.goldedge.com.au">www.goldedge.com.au</a>

- 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

# 6.2 In addition, Gold Edge Syndications 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.
- 6.3 It is the responsibility of each Individual Owner to advise Gold Edge Syndications of any change of contact details.

## 7. Share of Profits

7.1 The Owners agree that they will share all prize money or other monies earned by the Horse in proportion to their shareholding.

## 8. Payments and Defaults

- **8.1 Initial Share Sale** Until full payment has been made, a prospective Owner has no Ownership rights and Gold Edge Syndications reserves all rights in relation to the share/s including the right to sell as well as all rights to prize money.
- **8.2** Ongoing Payments If an existing Owner has not paid any amount so payable 30 days after the due date, then Gold Edge Syndications may serve upon them written notice demanding payment to be made within 7 days.
- 8.3 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 Gold Edge Syndications may offer the share (of the defaulting co-owner) for sale to other co-owners in the Horse.
- **8.4** If none of the co-owners wish to take up the offer, the share may be offered for public sale.
- 8.5 Where an Owner defaults under the Terms of the Agreement, Gold Edge Syndications may retain possession of the Horse and the Registration or Identification papers for the Horse until such default has been remedied. The Owner agrees that under no circumstance will a Horse or Registration or Identification papers be released until all monies owing to Gold Edge Syndications have been paid and until all defaults have been remedied. Note: The defaulting owners will continue to be liable for all ongoing costs for the horse until dispute is resolved, and/or their share is sold.

**8.6** The Owner is liable for all costs associated with and incurred by Gold Edge Syndications in the attempt to recover any amount owing.

## 9. Sale of shareholding during the course of the Venture

- 9.1 Where any Owner wishes to sell their shareholding, he/she must pay and continue paying all amounts owing by that Owner to Gold Edge Syndications until the sale has been executed. Gold Edge Syndications is under no obligation to sell or assist in selling a share.
- **9.2** The purchaser must agree to all Terms and Conditions contained within this Agreement.
- **9.3** The purchaser must be capable of being registered as an Owner under the Australian Rules of Racing.
- **9.4** Gold Edge Syndications reserve the right to approve any new owner, but this approval will not be withheld unreasonably.

#### 10. Termination

#### 10.1 This Agreement can be terminated:

- a) upon retirement, death, serious injury of the horse OR
- b) upon agreement from the majority Owners (more than 60% of the proprietorship) that they wish to disperse the Venture

#### **10.2** When this Agreement is terminated:

- a) the Owner acknowledges that the Horse will not be released by Gary Portelli until all amounts owing by all are paid in full.
- **10.3** The Owners acknowledge their responsibility for the welfare of the Horse at all times while they remain Owners.

#### 11. <u>Risk</u>

- **11.1** Each Owner hereby acknowledges that investment in Thoroughbred Racehorses is speculative and that there are inherent risks associated with the Ownership of a Horse:
  - 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
- **11.2** Gold Edge Syndications will not be liable to the Owners in the event of either the death of the Horse or its value being diminished as a consequence of accident, injury, disease, or a failure to either compete in or win races.

# 12. <u>Insurance</u>

12.1 Insurance is included in the purchase price, paid until 1<sup>st</sup> March 2021. The Filly is insured for a sum of \$66,000. At the conclusion of the cover the Filly will not be reinsured and after this date each Owner of a Share must make their own insurance arrangements.

# 13. <u>Financial information</u>

13.1	Costs incurred for Horse to 31 <sup>st</sup> July 2020		90%
	Horse purchase price:	\$ !	54,000.00
	Gold Edge Syndication fee:	\$	8,948.55
	Syndication Licence Registration Fees:	\$	900.00
	PDS Lodgement Fee:	\$	1,350.00
	Horse Registration & Transfers	\$	270.00
	Syndication Fee to Racing NSW	\$	225.00
	Scoping	\$	148.50
	X-Rays & Vet Checks	\$	360.00
	Transport from Sale to Jazcom (picton)	\$	675.00
	Insurance 1 <sup>st</sup> year, expiry 1 <sup>st</sup> March 2021:	\$	2,885.22
	Inglis Bonus Series:	\$	3,150.00
	BOBs Bonus:	\$	810.00
	Breaking In Fee	\$	3,150.00
	Golden Slipper 1 <sup>st</sup> /& 2 <sup>nd</sup> Nomination:	\$	1,215.00
	Horse training and upkeep 31 <sup>st</sup> July 2020 (estimate)	\$	6,840.00
	Total Cost to 31 <sup>st</sup> July 2020:	\$	84,927.27
	GST:	\$	8,492.73
	PDS Total :	\$	93,420.00

#### 14. Offers to Purchase

14.1 Upon receipt of any offer to the Manager from a prospective purchaser, the Manager shall advise in writing to each Owner, the terms of the offer and the Owners shall advise the Manager in writing if they accept or decline the offer within 72 hours.
Note: A majority vote of no less than 60% proprietorship is needed for the Offer to be accepted.

5% shares

= \$5,190.00.

**14.2** On the acceptance of an offer each Owner undertakes to perform any act required of them by the Manager to have that sale implemented and completed

## 15. <u>Dispute Resolution</u>

- 15.1 Any dispute relating to the management, handling, or racing career of the Horse shall be settled by a vote of the co-owners, each party having a number of votes in proportion to their shareholding. The following matters may be settled by a majority vote of the Owners with no less than 60% of the proprietorship:
  - a) whether the Horse will Accept for Group Ones
  - b) whether the Horse will travel interstate to race
  - c) whether the Horse is to be gelded
  - d) whether the Horse is to undergo elective surgery
  - e) whether the Horse is to be retired
  - f) whether the Horse is to be sold
  - g) following retirement, whether the Horse is to be used for breeding purposes or any other purpose.

**Note:** As per 3.10, the appointment of the trainer of the horse is the sole role of the Manager, and is not to be settled by a vote of the Co-owners.

Should there be any disputes that are unable to be resolved, we will abide by mediated resolution with Lead Regulator, Racing NSW.

# **ACKNOWLEDGMENT FORM**

Re: Pierro x Graskop

I/We	
<u> </u>	% share in the Gold Edge Syndications as ect Ltd `Pierro x Graskop' Venture that I am over
•	ot an undischarged bankrupt, or a disqualified
	t except for traffic convictions involving a fine, I
have not been convicted of any criminal o	
I understand that this is a 20 share Ventur	e.
I/We acknowledge my funds are to be hel	d in a separate bank account ('Trust' account) on
, •	offering. Once the PDS is fully subscribed, the funds
will be used to gain full title of the horse a the Offeror.	fter which any remaining funds will be remitted to
the official.	
Name	
Address	
Phone Number	Mobile
Date of Birth	Occupation
☐ I acknowledge that I have read and ag Agreement (please tick)	reed to all Terms and Conditions in this Ownership
Signed	Date

# **Promoter's Declaration**

I Timothy Andrew Johnson, a Director and duly authorised officer of the Promoter, Stable Connect Limited (AFSL 336 964) declare that:

- (a) the statements contained in this Ownership Agreement in relation to the Venture 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 Venture.

Timothy Andrew Johnson

Director and duly authorised officer

# Offeror's Declaration

I Craig Purcell, a Director and duly authorised officer of the Offerer, Gold Edge Syndications Pty Ltd being an Authorised Representative of Stable Connect Limited (AFSL 336 964) declare that:

- (a) the statements contained in this Ownership Agreement in relation to the Venture 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 Venture.

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Craig Purcell

Director and duly authorised officer

Gold Edge Syndications Pty Ltd being Authorised Representative (No. 001239033) of Stable Connect Limited (AFSL 336 964)

# **Note to the Potential Subscriber:**

This PDS should be read in its entirety.

Before deciding to acquire a share in this horse herein described you should consider the suitability of this product for you.

If you are in any doubt as to the course you should follow you should consult the Promoter, Offeror or your Bloodstock Advisor to enable you to make an informed decision as to whether to subscribe to this product.

# **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

Payment can be made by EFT to the below bank account
Westpac Bank
BSB: 033 120

Account Number: 404 465
Account Name: Pierro x Graskop



# Barn B Stables 66-75 On Account of MILLFORD THOROUGHBREDS, Nagambie (As Agent for Warringal Bloodstock)



#### Lot 196

# **BAY FILLY**

(Branded  $\overline{\text{MF}}$  nr sh.  $\frac{6}{8}$  off sh. Foaled 3rd October 2018)

	Lanhua	Octagonal (NZ)by Zabeel (NZ)			
SIRE	Lonhro	Shadea (NZ)	by Straight Strike		
PIERRO	Miss Right Note (Ire)		by Doyoun		
	Miss Right Note (He)	Sky Song	by Sadler's Wells		
DAM	Manton				
GRASKOP	-ianton	Kensington Gardens	by Grosvenor (NZ)		
2008	Rondavel	Snippets	by Lunchtime (GB)		
2000		Lusso	by Prego (Ire)		

PIERRO (AUS) (Bay 2009-Stud 2013). 11 wins-6 at 2, ATC Golden Slipper S., Gr.1. Leading Aust. First Season Sire in 2016-17. Sire of 276 rnrs, 183 wnrs, 20 SW, inc. SW Levendi (ATC Australian Derby, Gr.1), Pierata, Arcadia Queen, Regal Power, Shadow Hero, Pinot, Reelem in Ruby, Action, Roy Had Enough, Tulip, Bellevue Hill, Gamay, Rock, Arcadia Prince, Furore, Commander, I Like it Easy, Satin Slipper, Kentucky Breeze, Octabello, SP Folk Dress, etc.

Graskop, by Manton. Winner at 2 at 1000m, MRC Premier Signs 2YO P., 2d VRC Better Beyond 2YO P., MRC Champagne Pommery P., ATC Warwick Farm H., Wollongong Dental Ceramics H., 3d MRC Blue Diamond Preview (f), L, VRC Ken Cox 2YO H. Half-sister to SABIE, Ankaret. This is her fourth foal. Her third foal is a 2YO. Dam of 2 foals to race, **both winners** 

Olifants (g by Animal Kingdom (USA)). 4 wins 800m to 1200m in 2018-19.

Pequina Colina (f by Domesday). Winner at 1628m in 2018-19.

RONDAVEL, by Snippets. 3 wins—2 at 2—at 1000m, 1200m, VATC Chaise H., MVRC Kez's Kitchen 2YO H. Half-sister to **General Albert**, Fashion Review

(dam of MOET MAGIC). Dam of 14 foals, 12 to race, 10 winners, inc:SABIE (f Exceed and Excel). 3 wins at 2 at 1000m, 1050m, SAJC Pewsey Vale
S., L, MVRC Black Caviar H., 3d MRC Blue Diamond Preview (f), L.
Ankaret (g Desert Prince (Ire)). 5 wins-2 at 2-1200m to 1400m, \$190,100,

AJC Leger 2YO H., MRC Harrolds Fashion P., Baryshnikov H., STC Cup Day at Rosehill Gardens Welter H., MRC Bill Duncan 2YO H., 2d VRC Australian Cup Carnival S., L, 4th VRC Anzac Day S., L, Qld Tatt's RC Tattersall's S., L.

Graskop (f Manton). Winner. See above.

Quartzite. **5 wins** at 900m, 1000m, \$136,575, ATC Australian Flying Corps H. Beehives. **4 wins** 1250m to 1550m, STC Bradley Photographers H.

LUSSO, by Prego (Ire). 5 wins-2 at 2-900m to 1400m, \$152,125, VATC Debutante S., Gr 3, MVRC Silver Jubilee S., L, BBA Arundel Stud Farm H., VATC Cressey Chemicals H., 2d STC Magic Night S., Gr 2, VRC Ottawa S., L.

Half-sister to LARANTO. Dam of 13 foals, 11 to race, **8 winners**, inc:-**General Albert** (g Magic Albert). **6 wins**—1 at 2–1000m to 1500m, \$262,361,

MVRC Rohan Smith H., WATC Myer Fashions on the Field H., Winter

Championship Qualifying Heat, MRC Cardinia H., 2d VRC Debonair S., **Gr 3**.

Glasos. **3 wins** in succession at 1000m, 1100m, \$117,050, STC Rutherford H.

Smartlord. **3 wins**–1 at 2–1000m to 1600m, \$709,892, HKJC Peninsula Golden Jubilee Challenge Cup, Chongqing H., 2d HKJC Beas River H. Penniless. **Winner** at 1200m, BTC Members H. Dam of 4 winners-

Miss Rainmaker. 2 wins to 1100m, AJC Kirkham Meadows H. Dam of-Thwayya (f Snitzel). 3 wins-2 at 2-at 880m, 1000m, AuRC Celebrating

Durham Town 2YO S., 3d Waikato RC Star Way S., L.
Fashion Review. Placed at 2 & 3, 2d VATC Triple Crown Series H. Dam ofMOET MAGIC (f Second Empire (Ire)). 3 wins-2 at 2-1000m to 1400m,
\$140,640, WATC Raconteur S., L, 2d Western Australian Guineas, Gr 2,
WATC Champion Fillies S., Gr 3, Sir Ernest Lee Steere Classic S., Gr 3,
3d SAJC Auraria S., Gr 3. Producer.

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NSW PO Box 388 | Moorebank 1875 | T +61 2 9399 7999 VIC PO Box 1165 | Tullamarine 3043 | T +61 3 9333 1422 ABN 75 000 011 307 ACN 000 011 307 AFS 239131

Page 1 of 2

# TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 9/03/2020 28957 Invoice No: Our Reference: GOLDEDGE

Should you have any queries in relation to this account, please contact your Account Manager

Narelle Stocker 0404 093 660 narelle@inglis.com.au

Gold Edge Syndications Pty Ltd

and premium payable. Until any outstanding documentation is received

and accepted, the burden of proof that the horse is sound and in good health remains with you. Any pre-existing injury sickness or disease is not insured

> C/- Craig Purcell 9 Corella Road

KIRRAWEE NSW 2232

Class of Policy: FALL OF HAMMER

HDI Global Specialty SE Australia 19UD000001 Insurer:

Tower 1, Level 33, 100 Barangaroo Avenue Sydney.

ABN:

The Insured: Gold Edge Syndications Pty Ltd **NEW POLICY** 

Policy No: HDI3233 **Period of Cover:** 

> From 01/03/2020

01/03/2021 at 4:00 pm to

**Details:** See attached schedule for a description of the risk(s) insured

Lot 196 MPY - 2018 filly UNNAMED Pierro/Graskop

We hold a binding authority from the Insurer. This means that we act as Agent for the Insurer and can arrange Insurance without reference to them.

#### **Your Premium:**

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee	
\$3,055.80	\$0.00	\$0.00	\$320.58	\$0.00	\$150.00	

\$3,526.38 (Excluding Credit Card fee)

Credit Card fee (inc GST) is

#### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract you have a duty to tell us anything that you know or could reasonably be expected to know may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew extend vary or reinstate an insurance contract. You do not need to tell us anything that;

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about

#### YOUR NON DISCLOSURE

If you do not tell us anything that you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Acct Name: William Inglis & Son Limited BSB: 012003 Account: 837929225

Reference: GOLDEDGE 28957

Mail this portion with your cheque payable to: Inglis Insurance Brokers



To pay with your Credit Card - pay online or phone us with details Visit http://pay.thoroughbredpayments.com.au/inglisins Our Reference: GOLDEDGE Invoice No: 28957

\$40.91

Acct Man: Narelle Stocker

**PAY MONTHLY** 

# Click Here to Complete Details

10 Monthly Instalments of \$377.71 Plus initial Admin Fee of \$60.00

URL: base.attvest.com.au/online Reference: YVE2A3DP56

10 MONTHLY PAYMENTS

Initial payment \$437.71 or AMOUNT DUE

Remaining payments \$377.71

\$3,526.38

Schedule of Insurance Page 2 of 2

Class of Policy: **FALL OF HAMMER** 

Gold Edge Syndications Pty Ltd 28957 The Insured: Invoice No:

Our Ref: **GOLDEDGE** 

Policy No:

HDI3233

#### **BLOODSTOCK SCHEDULE:**

#### LOCATION: AUSTRALIA AND/OR NEW ZEALAND INCLUDING TRANSIT WITHIN AND BETWEEN BOTH COUNTRIES

NAME	SIRE/DAM	COL	SEX	DOB	SUM INSURED
1. LOT 196 - MPY	Pierro/Graskop	<b>в</b>	F	2018	\$66,000

USE: Flatracing

COVER: Death as a result of an accident, illness and/or disease occurring during the period of insurance. Subject to policy

conditions and exclusions.

**CLAUSES ATTACHING** Theft

Part Ownership Wobbler Syndrome Surgical Operations Full Premium If Loss Terrorism Exclusion Avian Flu Exclusion Hendra Virus Exclusion

12 Months Extension (annual period only) - on renewal to existing Underwriter

Complaint Procedure Agreed Value Clause **Automatic Additions Clause** 

#### **SPECIAL CONDITION:**

- we draw your attention to condition 1. of the policy that at the commencement of this Insurance the horse is sound and in good health and free from any illness, disease, lameness, injury or physical disability whatsoever. The underwriters' acceptance of a Veterinary Certificate or Declaration of Health shall neither remove nor reduce this requirement. However once the Veterinary Certificate or Declaration Of Health has been accepted, the burden of proving that the horse was not in sound health or free from injury, illness or disease shall be upon the Underwriters.

#### **IMPORTANT NOTE REGARDING UNISURED RISKS:**

- this insurance does not provide cover for claims arising directly or indirectly as a result of an accident, illness or injury of which you were aware, occurring before the commencement date of this insurance, whether disclosed to us or not.

#### PROPER CARE, AND YOUR DUTY IN EVENT OF INJURY/ILLNESS OR DEATH:

You are required to, at all times, provide proper care and attention for each HORSE and;

- in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to the Horse, immediately at your own expense employ a VETERINARIAN and, if required by the Underwriters, allow removal of the HORSE for treatment.
- in the event of the death or humane destruction of the HORSE immediately at your own expense arrange for a POST MORTEM to be done by a VETERINARIAN and submit a copy of the report to underwriters as soon as possible after the death or HUMANE **DESTRUCTION of the HORSE**
- in the event of Illness/Injury/Death immediate notice is to be given to Inglis Insurance Brokers and we will instruct a VETERINARIAN on the Underwriters' behalf if deemed necessary - at no additional cost to you.

#### **OUR PRIVACY POLICY**

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurers with whom we deal (and their representatives). We do not trade, rent or sell your information. If you don't provide us with full information, we cannot properly advise you and you could breach your duty of disclosure. You can check information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy or visit our website.

#### **HOW WE ARE PAID**

The amount of the base premium specified herein is the amount due to the underwriters.

We are paid a commission by underwriters calculated as a percentage of the base premium and we receive it when you pay the premium or at a later time agreed with the insurer. If we act on your behalf and you cancel insurance and obtain a refund of premium, you agree that we can keep the commission. If we did not do this, we would not be properly paid for the services we provide you.

#### **Veterinary Surgeons**

Leanne Begg BVSc Dip VCS MS MANZCVS Dip ACVIM Jonathan Lumsden BVSc Dip VCS MS Dip ACVS

James Whitfeld BVSc

Richard Humberstone BVSc Cert EP MRCVS

Chris O'Sullivan BVSc MS Dip VCS MANZCVS Dip ACVS

Hayley Lang DVM ACVS

Rachel Lambeth BVSc Dip VCS MVCS

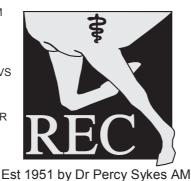
Rachel Salz BSc (Hons) BVetMed MRCVS Dip ACVSMR

Victoria Locke MA VetMB CertAVP(EM) MRCVS

Ramon Perez DVM

Ilona Bayliss MA VetMB MRCVS

Megan Bartels BVS (Hons)



**Veterinary Surgeons** 

Emily Sanford DVM Matthew Oliver Heaton Bvet Med MRCVS Charles Spicer-Jenkins BVM&S BSc (Hons) MRCVS Wade Howden BSc, MScMed (InfnImm), DVM Jessica Flook DVM Brianna Riotta DVM Jessica Ramm BVSc

# Hannah Nagel BVSc (hons) **Resident Consultants**

Karon Hoffmann BVSc Dip VCS MVSc PhD Dip ECVDI Colin Dunlop BVSc Dip ACVA Treve Williams OAM BVSc MRCVS RANDWICK EQUINE CENTRE

Greg Nash BVSc MANCVS

Veterinarians • Equine Medicine & Surgery

# **VETERINARY SYNDICATION CERTIFICATE**

HORSE: PIERRO / GRASKOP '18

SIRE: PIERRO (AUS) DAM: **GRASKOP (AUS)** 

**DESCRIPTION:** 1 YEAR-OLD BAY THOROUGHBRED FILLY

MTF **BRANDS** NSS:

> OSS: **6 OVER 8**

13<sup>th</sup> MARCH 2020 DATE:

On the 10<sup>th</sup> March 2020, the above-described horse was examined at Jazcom Equine spelling farm, The Oaks, NSW, for the purposes of providing a Veterinary Syndication Certificate for inclusion in a Product Disclosure Statement (PDS) for syndication by Gold Edge Syndications.

The horse was examined at rest and at the walk and trot in a straight line. A clinical examination including heart and lung auscultation detected no abnormalities. Examination of the right eye detected no abnormalities. Examination of the left eye revealed a small opacity at the mid-ventral aspect of the cornea. The left eye was comfortable, had adequate sight and no stain uptake, and is therefore unlikely to cause any significant concern to the horse. The horse's cardinal signs were within normal limits. There was no evidence of lameness, laminitis, ataxia, infection or disease, or of previous abdominal surgery.

Based on the examination performed, this horse is considered suitable for syndication for racing purposes and mortality insurance.

I confirm that I do not have any current or intended future financial or other interest in the abovementioned horse, the proposed syndication or Gold Edge Syndications and this letter may be relied upon by prospective investors who invest in this horse.

Regards.

.....NSW V11571

Dr Jessica Flook DVM

RANDWICK EQUINE CENTRE

This certificate has been prepared for the inclusion in the PDS of the thoroughbred as outlined. This certificate may be relied upon by potential investors, however it does not constitute a "pre-purchase" examination. Furthermore, I am aware that this report is provided to the syndicator for their use in promoting the sale of the above-described horse.



#### PORTELLI RACING STABLES

ABN 85 732 392 401

7 Manning Street, Warwick Farm NSW 2170 P: 02 9601 8612 | F: 02 9602 6224 | E: admin@portelliracing.com.au

portelliracing.com.au

11 / 03 / 2020

RE: PIERRO X GRASKOP

To Whom It May Concern,

I am happy to have been selected as the trainer of the abovementioned horse purchased as lot 196 from the 2020 Inglis Melbourne Premier Sale.

My training rates are \$115 plus GST per day.

I offer this letter for inclusion with Gold Edge Syndications Product Disclosure Statement.

Please refer to the Australian Trainers Association for my terms and conditions.

Should you have any further questions please don't hesitate to contact me or my office,

Kind Regards

Gary Portelli

Portelli Racing Pty Ltd

7 Manning Street Warwick Farm 2170 New South Wales

