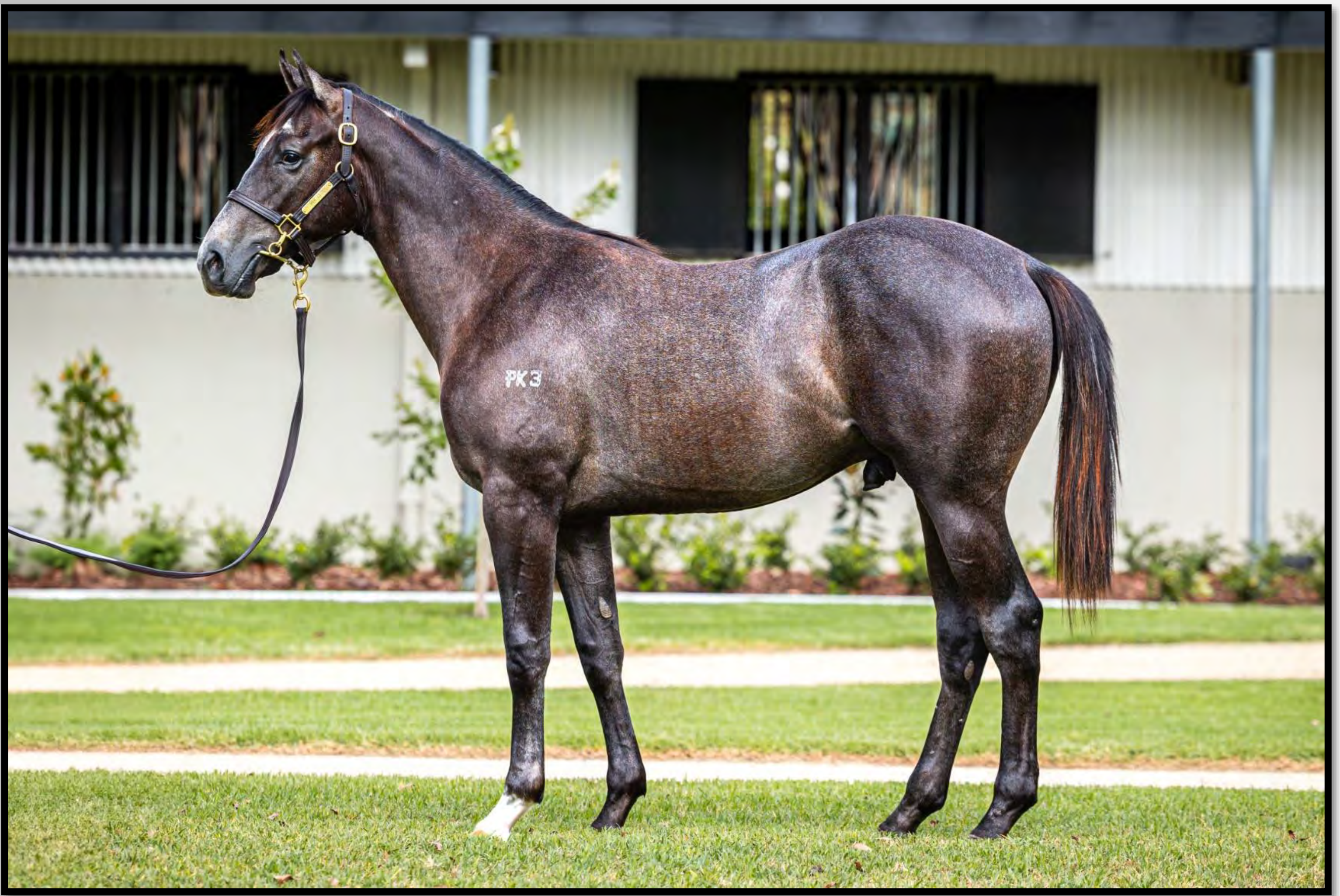
PDS

PRODUCT
DISCLOSURE
STATEMENT

TASSORT X SUGGESTIONS

2024 GREY COLT



PRODUCT DISCLOSURE STATEMENT
Tassort x Suggestions 24 Colt

"LEAD REGULATOR APPROVED"

Horse: **Unnamed Thoroughbred**

Date of Foal: **6th September 2024**

By: **Tassort**

Out of: **Suggestions** (by Any Suggestion)

Colour/Sex: **Grey Colt**

THIS STATEMENT MUST BE FORWARDED TO POTENTIAL SUBSCRIBERS

Prior to the Holder of an Australian Financial Services License ("AFSL") advertising or making an offer of share in a racehorse in any form, he/she MUST provide RACING VICTORIA LIMITED (RVL) with the following information, together with the Application for Approval of the Product Disclosure Statement.

Note: A copy of this Product Disclosure Statement has been approved by RVL for publication. No liability as to the contents of this Product Disclosure Statement is accepted by RVL, its officers, employees or agents. In particular, (but without limiting the generality of this disclaimer) RVL does not warrant, and has no responsibility for the commercial merits or prospects of the Horse Racing Scheme referred to in this Product Disclosure Statement, the manner in which the Horse Racing Scheme may operate, or the taxation advantages (if any) to which the Horse Racing Scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, RVL recommends that potential investors obtain independent financial and legal advice in relation to the Horse Racing Scheme and how it might apply to their circumstances should they invest in the Horse Racing Scheme.

NOTICE TO POTENTIAL SUBSCRIBERS

THIS PDS SHOULD BE READ IN ITS ENTIRETY. BEFORE DECIDING TO ACQUIRE A SHARE(S) IN THE HORSE HEREIN DESCRIBED YOU SHOULD CONSIDER THE SUITABILITY OF THIS PRODUCT TO YOU. IF YOU ARE IN ANY DOUBT AS TO THE COURSE YOU SHOULD FOLLOW YOU SHOULD CONSULT YOUR OWN INDEPENDENT FINANCIAL OR INVESTMENT ADVISOR, TAX ADVISOR, LEGAL ADVISOR AND ANY OTHER BLOODSTOCK CONSULTANTS TO ENABLE YOU TO MAKE AN INFORMED DECISION AS TO WHETHER TO SUBSCRIBE TO THIS PRODUCT.

1. Promoter/Seller
The Promoter/Seller of the Horse and the Syndicate is Mrs. Carol Walsh and BlueBlood Thoroughbreds (AUST) Pty Ltd (ACN 149 700 827) of PO Box 6992, Norwest NSW 2153. The office number is 02 9937 2000. The Promoter's Australian Financial Services License number is 413585.

a) Seller
The Seller of the Horse and the Syndicate are Mr. Alex Vinar, Mr. Todd Hughes and Donalds Racing Pty Ltd (ACN 653 385 954) of 46 Brandybuck Lane, Mernda VIC 3754. The Seller's Australian Financial Services Authorised Representative number is 001319942. The Seller is named the Offeror.

2. Purpose for which the Partnership/Syndicate is being formed - Thoroughbred Racing.

3. The Manager
The Manager of the Syndicate will be Mr. Alex Vinar or Mr. Todd Hughes of Donalds Racing Pty Ltd

The Manager will be required to manage the Syndicate in accordance with the terms of this PDS and any rules, regulations or guidelines made by the Rules of Racing 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, the management of communications between the Owners and the stables, and the provision of all administrative services.

4. Percentage of the Horse for Sale – 100%.

5. Shares Available – There are FOURTY (40) TWO AND A HALF (2.5) % Shares. The promoter discloses that the minimum number of shares that need to be sold for this offer to become a live scheme is 1 share. The promoter is willing to retain the remaining shares to close the offer, pass title and register the horse.

6. Share Price
The price of TWO AND A HALF (2.5%) Share is $2,875.00 (incl. GST) as set out in Clause 28 of this PDS. (Please refer to Clause 31 Replacement PDS, relevant to the return of the purchase price if the Horse Racing Scheme is not fully subscribed within six months after the date of the approval of the PDS).

7. Description of the Horse to be owned or leased by the Partnership/Syndicate

Colour	Grey
Sex	Colt
Date of Foal	6th September 2024
Sire	Tassort
Dam	Suggestions
Brand	PK3 NS SH, 4 OVER 4 OFF SH

8. Naming and Registration
The Horse is unregistered. The Horse will be named by the Owners and registered once the Partnership/Syndicate has been fully subscribed. The horse will be registered within 45 days of the syndicate becoming fully subscribed. Each Owner will have the option to submit 3 names. Once the list of names submitted by the Owners is populated by the Manager, the Manager will select the top 3 most liked names (in order of preference) and submit them to the Registrar of Racehorses for registration.

9. Details of Racing Performance/s of the Horse (if raced) – Unraced yearling

10. Performance Details

Sire - TASSORT (AUS) (Bay 2016) is a Group 1–winning thoroughbred stallion by leading Australian sire **Exceed And Excel**, standing at **Widden Stud**. He was an elite juvenile and early three-year-old performer, demonstrating high-class speed and competitiveness at the highest level of Australian racing. Tassort was a high-quality racehorse, recording **four wins and three placings from nine starts**, with career prizemoney of approximately **$1.1 million**. His race record includes victories in the **Golden Slipper Stakes (Group 1)**, the **Silver Slipper Stakes (Group 2)**, and the **Run To The Rose (Group 2)**. He also finished second in the **Golden Rose Stakes (Group 1)**, confirming his ability to compete against the best horses of his generation.

Dam - SUGGESTIONS (by *Any Suggestion*). Winner of three races at 1200–1400 metres, earning $40,276 including the Dunstan Rising Star Qualifier. Dam of four foals to race, one winner including **So You Suggest** (f by *So You Think*), winner of three races at 1100–1300 metres.

11. Name of proposed Trainer

Redgum Racing / John McCardle – 171 Roberts Rd, Mornington VIC 3931

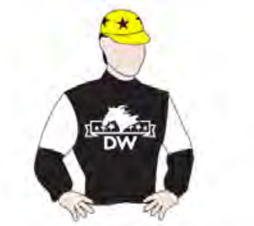
Redgum Racing aims to give our horses the best possible chance to achieve their full potential on race day. The training quarters are based on courses at the Mornington racetrack with their newly built stable facility on Roberts Road adjacent to the racecourse. The new stable holds a 40-horse barn which houses all horses of the night whilst during the day horses are held in our 21-day yards.

All horses which are in work walk to the track each morning to do their work with Mornington racecourse offering exceptional facilities, such as, the Course proper for fast gallop work, 3 sand training tracks, 1 grass training track, 1 all-weather track, barriers for educating and also a swimming pool which is why Mornington racecourse is regarded as one of the best training facilities in Victoria. Such facilities together with the new stables provide a great environment for both horse and owner to enjoy their time at Redgum Racing.

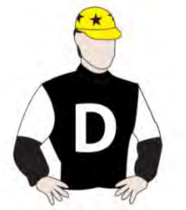
12. Racing Colours

The Horse will race in Donalds Racing registered silks.

Main Set of Colours - Black, White Horsehead, Banner And Stars, White and Black Halved Sleeves, Yellow Cap, Black Stars



Alternative Set of Colours - Black, White D, Halved Sleeves, Yellow Cap, Black Stars.



13. Proposed Ongoing Costs and Other Obligations

a. ***Ongoing Expenses*** – the following horse expenses are indicative and payable monthly by each Owner. The Syndicate Manager recommends that Owners budget the below **<u>approximate</u>** amounts, which also include our Monthly Management Fee (MMF).

   2.5% = $100 - $125 per month
   5% = $100 - $250 per month
   And so on…..

   Potential Owners must be aware that the average Ongoing Expenses may vary at any time due to the age of the horse and variable times that the horse is in work, racing, pre-training or spelling and will be validated where applicable. Potential Owners must also be aware that the average Ongoing Expenses may vary slightly depending on whether the suppliers, such as the trainer, increase their daily rate and therefore this would increase the weekly average cost (noted above). Donalds Racing will validate where applicable.

   The Potential Owner should be aware that the average Ongoing Expense does not include extra-ordinary costs such as insurance renewal, major veterinary fees relating to surgery/injury which will be on charged to the Owners reflective of their shareholding, major race nominations or acceptance fees and all travel expenses for 1 (one) Donalds Racing Representative to attend interstate featured GROUP races (outside of VIC).

   Fees on early termination are payable up to and including the final date of the Owner's ownership.

b. ***Monthly Management Fee (MMF)*** - The Monthly Management Fee (MMF) is a monthly fee charged for our extensive level of service provided to our Owners on a regular basis, as follows:

2.5% SHARES	MONTHLY
FIRST HORSE	$19.99
SECOND HORSE	$14.99
THIRD HORSE	$ 9.99
FOURTH HORSE	FREE

10% SHARES	MONTHLY
FIRST HORSE	$79.96
SECOND HORSE	$59.96
THIRD HORSE	$39.96
FOURTH HORSE	FREE

5% SHARES	MONTHLY
FIRST HORSE	$39.98
SECOND HORSE	$29.98
THIRD HORSE	$19.98
FOURTH HORSE	FREE

20% SHARES +	MONTHLY
FIRST HORSE	$99.99
SECOND HORSE	FREE
THIRD HORSE	FREE
FOURTH HORSE	FREE

Regardless of how many horses you may have or shares you may have, you or your syndicate will NEVER pay more than $99.99.

The Ongoing Expenses and Monthly Management Fees (MMF) will start accruing from the date of entering into this agreement. This date includes, but is not limited to:

1. The date of signing this agreement.
2. The date of payment of the share.
3. The date of issue of the Confirmation of Purchase email issued by one of the sales team members, accounts department or any other employee of the Company.

The **MMF** Fee charged covers the following services rendered:

- Frequent communication with our owners by Donalds Racing's dedicated Racing Manager.
- Provision of general day-to-day administration services.
- Leaving and collecting fees from Syndicate Members.
- Payment of all accounts to suppliers relating to the horse.
- Enforcing and following up Default payments.
- Arranging dates and times for Owners to inspect their horses at the stables or spelling properties.
- Assistance with RaceDay ticketing (where applicable).
- Lodging Transfer of Ownership (where applicable).
- Lodging Registration for an Ordinary Syndicate (where applicable).
- Naming and Registration of the Racehorse.
- Liaise with the financial Ombudsman office.
- Maintain Professional Indemnity Insurance.
- Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
- Providing Owners with RaceDay footage (where available), track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, post-race summary review, representing the syndicate in relation to race day steward enquiries etc.

The Manager advises that the Ongoing Expenses and the Management Fee (as per Clause 13 (a) and (b)) and herein referred to as **Ongoing Expenses and MMF,** will be invoiced to each Owner on the 16th of each Calendar month. Payment is due within 14 days of the invoice date.

All prices include GST (where applicable). Owners will take over the Ongoing Expenses and MMF from the 1st July 2026.

Accounts Preparation Fee - Preparation of the Partnership's annual accounts in respect of the relevant financial year will be charged, in advance, on the 1st of July each year. The APF is capped at 10%, so if you hold a share in excess of 10% this is the maximum you will be charged per annum. Accounts preparation fees are not included in the Proposed Ongoing Costs above.

2.5% Share: $10.00 per annum
5% Share: $20.00 per annum
7.5% Share: $30.00 per annum
10% Share: $40.00 per annum

This amount will be due within 14 days of the invoice date and credited to Donalds Racing Pty Ltd bank account in respect to the Partnership. The APF is applicable and payable up until a partnership is ceased or the death or retirement of a horse or an Owner ceasing to exist as an Owner by way of sale or default of a share. This fee covers:

a) Opening and maintaining a separate bank account in respect of the Partnership account may be used for the deposit and payment of money relating to the operation of the Partnership.
b) Accounts/Bookkeeping services rendered.
c) Providing or arranging for the provision of all necessary accounting, taxation and legal advice to the Syndicate.
d) Keeping a register of Owners, which contains their names, addresses, contact details (including telephone and facsimile numbers and email addresses), and the number of Shares held by each Owner, the date upon which the Owner was entered in the register and the date upon which any person ceased to be an Owner.
e) If required by ASIC or the Lead Regulator:
   i. making available all the records of the Syndicate, including the Accounts, secretarial records, share register and transfer journal.
   ii. providing all information requested in relation to the Syndicate; and

   iii. lodging a copy of the Accounts and all other documentation relating to the performance of the Syndicate forwarded to Owners at the same time as the Accounts and such other documentation is forwarded to the Owners.

a. ***Inclusions in the Ongoing Expenses*** – Nomination and acceptance fees for most races are included, except for nominations for major races such as the Auction House Sponsored races such as Inglis and Magic Millions race series and the Black Type races such as Listed and Group races, which fees are payable by the Owners in addition to the Ongoing Expenses.

i. the Manager will invoice each Owner, the Management Fee, monthly in arrears, which will be payable by the owner on the 16th of each month Month; and
ii. the Manager will invoice each Owner, the Trainer and other Third-Party Suppliers Fees, monthly in arrears for their proportion of fees and expenses.

b. ***Trainers and Suppliers Fees*** – fees are billed in arrears for the previous month's fees and expenses. I.e. Donalds Racing is invoiced by the trainers and suppliers approximately the 10th of each month for the previous month's fees and expenses. Donalds Racing advises that the **Ongoing Expenses** and the **Monthly Management Fee** will be invoiced and issued via email on the **16th** of each month, in arrears for the previous month's expenses. These accounts will be due within 14 days of the date of the invoice. This will ensure there are no delays in receiving funds to pay suppliers by the required deadline.

Some of the main benefits of Donalds Racing charging fees directly to owners each month is to avoid bad debts, non-payers and to keep costs to a minimum. It also allows the simplicity of payments by keeping it to one invoice per month, instead of several invoices from various suppliers. This will ensure that the syndicate will proceed without any delays to train the horse, stop orders and embarrassment being caused to the syndicate by any non-paying Owner.

The trainer's daily training rate is $137.50 (including GST). Note, the trainers' daily training rate may change subject to industry increases and this may result in changes to the Ongoing Expenses.

c. ***Default*** – Should any Owner neglect payment of the Monthly Flat Fee as described in Clause 13a), b), c), d) & e) for a period more than fourteen (14) days, the following may occur:

i. If payment defaults on or around the 16th of the month (when payment is due), Donalds Racing Accounts Department will contact the Defaulting Owner via email or mail to issue an Overdue Reminder Notice for the failure of payment giving the Defaulting Owner 7 days to forward full payment of the outstanding amount. Should payment not be received within that 7-day period, a First Default Notice, requesting immediate payment, will be issued via email and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Owner a further 14 days to contact Donalds Racing Accounts Department to finalise their outstanding account. Should payment not be received within that 14-day period, all horse progress reports and updates may be switched off and a Second Default Notice will be issued, giving the Defaulting Owner a further 14 days to make payment. The Owner must still pay their new statement (within 14 days of invoicing). Should payment not be received within that 14-day period, a Final Notice (Share Repossession Pending) will be issued via email, and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Owner the final 7 days to make payment of the total amount owing. Failure to comply with the Final Notice (Share Repossession Pending), will result in proceedings by Donalds Racing to confiscate and take possession of the shareholdings of the Defaulting Owner to recover any outstanding debts, by means of sale of the shares by Private or Public Offer. Without any further notice, the Defaulting Owner shall cease to be an Owner and will have no interest in the assets and income of this said Partnership. The Syndicate Manager has the right to suspend an Owner's entitlement whilst in default.

ii. Further to Clause 13 (g) (i), should the Defaulting Owner's payments fail 3 times within a 12-month period, then they may forfeit any rights and privileges of the Partnership and furthermore, the Syndicate Manager will have the right to sell the shareholding/s by Private or Public Offer at the Defaulting Owner's expense to recover the debt of the Defaulting Owner. The Defaulting Owner will not be entitled to receive any compensation for the confiscated or repossessed interest in the Partnership or receive any further payment out of the assets or profits of the Partnership.

iii. Furthermore, the Owner's account may be passed onto a Debt Collector for recovery and will attempt to establish monetary protection of industry suppliers and this Syndicate. The Lead Regulator has placed a regulation that all suppliers, trainers, etc. are to be paid in a timely fashion by Owners, Syndicates and Syndicate Managers to maintain their accounts and prevent a horse from continuing work.

iv. If an Owner defaults on payment, a late fee of $15 will be charged on your account and an interest rate of 10% accumulated daily after 30 days will be charged on your overdue account/s and will be invoiced on the following month's bill. Any third party/debt collection agency fees used by Donalds Racing to recoup funds, will also be charged to the defaulting owner.

v. The purchase and sale of the Share/s of the Defaulting Owner will be effective as soon as practicable after the price has been determined and the Syndicate Manager will execute as trustee of the Defaulting Owner all such documents and do all things as are necessary to complete such sale and purchase. The Owner in default hereby nominates, constitutes and appoints the Syndicate Manager under power of attorney to execute and implement procedures as will be necessary to sell, convey and assure a buyer the Share or Shares so sold.

Fees on early termination are payable up to and including the final date of the Owner's ownership.

14. Ownership, Redemption and Withdrawal

Ownership

Each Owner of not less than 2 shares (5% share) of the horse will be entitled to have his/her name appear in the racebook as a co-Owner of the horse. Shares purchased under 5% - i.e. 2.5% will be registered in a sub-syndicate formed by Donalds Racing and charged to that syndicate pro-rata to the number of members. Syndicates are formed at the cost of $275 and a yearly renewal of $55. If a share is owned jointly by 2 or more people, the Syndicate Manager will be entitled to require those people to, at their own cost, register an ordinary syndicate and to own the share in the name of that syndicate.

Each Owner hereby authorises the Syndicate Manager to do all things required to be done by a Owner in order to conform to the requirements of this Partnership Agreement and the Rules of Racing, including without restriction, authority to sign on behalf of the Owner all documentation required to be signed by the Owner and lodged with the Registrar of Racehorses to give effect to any application for registration of the Horse and/or transfer of ownership.

The Owner agrees not to reproduce any Donalds Racing branding, Intellectual Property, merchandise or social media publication for financial gain.

Redemption and Withdrawal

Owners in this subscription syndicate must be aware that when purchasing a share/s you become the owner of that said share/s as it is not a lease as per Clause 16. Owners are obligated for the life of the Syndicate as Owners of the share/s and are not permitted to rescind on their obligations and must adhere to the Proposed Ongoing Expenses and Other Obligations in Clause 13 (a), (b) and (c) and are subject to Clause 13 (f) (i), (ii), (iii), (iv), (v), (vi) and (vii). Owners will have no right to have their shares in the Syndicate redeemed or bought back prior to the termination or winding up the syndicate.

Before purchasing a share, each owner should consider the purchase of the share as a long-term investment for the life of the Syndicate. Neither the Promoter nor the Syndicate Manager will be obligated to sell a share on behalf of the owner. In the event that the Promoter or Syndicate Manager sells a share/s on behalf of an Owner, the Promoter/Syndicate Manager will be entitled to charge a practical commission in consideration for arranging the sale.

An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with a Syndicate Agreement prepared by the Syndicate Manager in accordance with the provisions of the Partnership Agreement. There will be no ready market for the Shares.

The Syndicate Manager is not obliged to sell a Share on behalf of a Owner, however, has the discretion to assist the Owner in reselling their share or finding a Owner to take over the share, should the share be relinquished. The Syndicate Manager can offer the existing Owners the resale of a Owners shares who is seeking to exit the Syndicate and upon reaching an agreement of resale price, Donalds Racing will be entitled to a 10% sales commission fee (plus gst) on the gross resale price.

Donalds Racing or any affiliated or external participants may make an offer or seek offers from Owners to purchase the exiting Owners share/s and if agreed upon by both parties, will take over the resale shares and the risk from the date of the Transfer of Ownership. Donalds Racing or any external participant may seek market to resell the share/s or keep and race the horse. Donalds Racing or any affiliated associates may engage in Arbitrage trading when reselling any shares for Owners, at any time during the career of the horse, which an investor simultaneously buys and sells a share (asset) in different markets to take advantage of a price difference and generate a profit. In this instance, Donalds Racing will not charge a sales commission fee to the exiting Owner.

Upon reaching an agreement, the exiting Owner must wait until a final invoice is issued, which will include any expenses or credits up to and including the takeover date. NO payouts will be remitted until the account has been finalised to ensure that all expenses have been covered.

In the event that an Owner has made the decision to leave or sell his/her share, they must first offer the sale of that share/s within the syndicate. Should a horse be injured or incapacitated to race while recovering from an injury, Donalds Racing may not Offer the Share for Sale until the horse has fully recovered.

Fees on early termination are payable up to and including the final date of the Owner's ownership.

15. How did the Promoter/Seller obtain the Horse and the purchase price paid by the Promoter?

The Promoter purchased the Horse from the 2026 Inglis Classic Sale on the 8th January 2026 for $88,000 (incl. GST).

Donalds Racing did not receive a rebate from the Seller.

16. Particulars of any Lease Agreement

The Promoter certifies that the Horse is not subject of a financial or operating lease and as such a copy of a financial lease is not applicable.

17. Current Status of the Horse.

The colt is currently spelling at Nunkeri Park in Victoria until he is ready to be broken in May/June.

18. Valuation

1) A statement by the Promoter that a Valuation by a qualified bloodstock valuer, who is independent of the Promoter, completed less than THIRTY days prior to the date of the PDS accompanies this PDS.

- **This Colt was acquired via public auction, and a Valuation is not required.**

19. Veterinary Certification

A Veterinary Certificate prepared by Dr Eion Kelly, a qualified Veterinary Surgeon, accompanies this application. The Certificate discloses any financial or other interest held by the Veterinarian in the syndicate or the moneys to be raised from the Syndication.

20. Title and Possession

1) *Name of Owner of the Horse:*

- Donalds Racing Pty Ltd

2) *A statement by the Promoter providing full details of the arrangement:*

<u>If the Horse is encumbered</u>

- **Donalds Racing Pty Ltd has credit terms with William Inglis & Sons and has possession of the horse.**

3) *A statement by the Promoter that upon registration of the scheme, Syndicate Subscribers will receive right title:*

- **Upon reaching full subscription each subscriber will receive title in the Horse.**

- **The Horse will be registered in the name of each subscriber disclosing percentage share of ownership.**

4) *Personal Property Security Interest:*

- **Confirmation that any personal property security interest registered against the title to the horse has been released or will be released and that the Promoter will, before or on registration of the Horse Racing Scheme with the Lead Regulator, confirm to the Lead Regulator that the personal property security interest has been released.**

5) *Possession: A Statutory Declaration made by the Promoter that:*

- **The Promoter has a legally enforceable right to possession of the horse or that the Promoter will, before or on registration of the Horse Racing Scheme, have a legally enforceable right to possession of the horse; and**

- **The Promoter will, before or on registration of the Horse Racing Scheme with the Lead Regulator, ensure that the subscribers in the Horse Racing Scheme will have unencumbered title to the horse.**

6) *Declarations:*

   The Promoter has not received, either directly or indirectly any benefit, payment, rebate, commission or reimbursement from the Vendor in relation to or in connection with the acquisition or purchase of the horse and/or its syndication to investors.

21. Mortality Insurance

The Horse is insured with Fitton Insurance for mortality, theft and life-threatening surgery extension cover from the 9th February 2026 to the 28th February 2027. The sum insured is $115,000 (incl GST). A certificate of currency is attached to this PDS. Renewal of insurance is at the discretion of the Shareholders after the insurance lapses.

In the unlikely event that the horse is stolen or deceased (and an insurance claim has been made), Donalds Racing Pty Ltd be entitled to five (5%) plus GST of the insured value. Where only a part percentage of the horse is insured, Donalds Racing will only be entitled to 5% plus GST of the covered amount and not the full insurance value. Donalds Racing are entitled to a broker's commission upon fall of the hammer and/or renewal of Mortality Insurance arranged on behalf of all participating owners.

22. The Manager's Responsibilities

a) The Manager is Donalds Racing. The Co-Directors of Donalds Racing are Alex Vinar and Todd Hughes. The Manager is responsible for all aspects of the management of the racing career of the Horse, the management of communications between the Partners and the stables and will make decisions on behalf of the Owners pertaining to the Horse on offer.

b) The Manager shall be the first registered Owner in the Partnership.
The Manager's duties include:

i. Liaising with the Trainer and keeping all Owners current with the progress of the Horse.
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 entered in the Register of Racehorses and the date on which any person ceased to be an Owner.
iii. 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.

iv. 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 and the Corporations Act 2001 from time to time in relation to the Horse and the Partnership.

v. Representing the Owners in any official barrier draws, trophy presentations and any promotions/media events regarding the Horse.

c) The Manager may at any time give the Owners not less than one months' notice in writing of his/her intention to retire as Manager and will cease to have any rights and obligations as Manger from the date of that notice.

23. Distribution from Sale or Stud and or Breeding
In the event that the Horse is sold, a ten (10%) plus gst sale fee of the sale price is payable by the Owners to Donalds Racing. (Should a valuation be required to determine the sale price, this will be acquired at the owner's expense, by a bloodstock valuer who is a member of the Federation of Bloodstock Agents (FBA). Should the Horse go to Stud and or Breeding, Donalds Racing will be eligible to TWO (2) lifetime service rights per annum for the lifetime of the standing stallion and ten (10%) plus gst of the sale price (only in the event of the horse being an entire and being retired to stud).

Irrespective of whether the Syndicate Manager, being Donalds Racing, is voted off as the syndicate manager of the Horse, Donalds Racing will have the right to negotiate stud and breeding of the said Horse of this Racing Partnership Agreement.

Breeding fillies at the end of its race career - Should 51% of owners vote to retire or send a filly/mare to a good home, Donalds Racing has the discretion and first right of refusal to put together a breeding partnership (this may be with a company/business/stud farm) and give all owners the opportunity to remain owners in the partnership or sell or relinquish their shares. A 50% vote is required by Owners in order to breed a filly/mare if they decide not to retire or sell a filly/mare and Owners should note that a new Breeding Partnership Agreement (BPA) will replace this Partnership Agreement by a related, but separate entity.

24. Meetings and Decisions
i. In the event that the horse is a colt/entire and the horse needs to be gelded all Owners must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote) to keep the horse as an entire unless written expert advice is obtained by a veterinarian, trainer and the syndicate manager that the necessity of the horse requires to be gelded due to the well-being of the horse and safety of the track riders and training staff.

ii. Should there be any other voting matters relative to the horse and its future, all Owners must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote).

iii. The trainer, as stated in Clause 11, is the first appointee by the Syndicate Manager. The Syndicate Manager will arrange for the trainer to train the horse and prepare the horse for training. The Syndicate Manager may at any time, remove the trainer and either engage the services of another appropriately licensed person to act in that capacity. The new trainer may be interstate and not within the same jurisdiction of the initial trainer. The Syndicate Manager will confer with all owners with regards to a change of trainer before a decision is made.

iv. In the event that a Owner has made the decision to leave or sell his or her share, they must first offer the sale of that share/s within the syndicate. Under no circumstances is it the responsibility of Donalds Racing to sell the share/s on behalf of the Owner. It is the full responsibility of the owner to maintain their shareholding until such time that the share is either sold or relinquished. It is ownership much like the purchase of a property or home and is for the term of the racing career of the horse.

v. Donalds Racing can be removed or replaced as Manager of the Career of the Horse if a memorandum signed by the Owners representing a majority interest in the Horse (that is, a vote by owners with an interest of more than 51% in the Horse) votes for their removal. In the event where a manager is removed or replaced, Donalds Racing Thoroughbreds will cease to provide the services referred to AR 63(2) of the Australian Rules of Racing. These services include:

(a) entering, nominating, accepting or scratching such Horse for any race;
(b) engage a jockey to ride such Horse for any race;
(c) receive any prize money or trophy won by such Horse; or
(d) act for and represent the joint owners, lessees or syndicate members in relation to the Horse in all respects for the purpose of the Rules.

Donalds Racing will continue to act as Manager of the Syndicate to provide the remaining services expressed in Clause 3 of this PDS. That is, 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.

If Donalds Racing is removed as the Manager of the Horse, it does not give up its entitlements to the disclosed stud fee, breeding or sale fee as per Clause 23 of this PDS.

vi. Early Termination Fee: In the unlikely event that a Manager is removed, an early termination fee will apply to the Syndicate. Every Owner will be obligated to pay their Management Fee for the duration of a 12-month period in advance at the time of removal of the Manager. If payment does not materialise, the MF will continue to be charged on a monthly basis up to the time that payment is completed in full by ALL Owners of the syndicate.

Management of the Horse and the Syndicate will continue by Donalds Racing until all Owners have paid the termination fee in full. This early termination fee is enforced as a charge to compensate us for failure to satisfy the contract by the syndicate owners.

We will not charge you an early termination fee if it is a result of a proven material breach pursuant to Clause 22 (B) of this PDS.

vii. An Owner or Owners who own not less than 30% of the Shares may either call a meeting of Owners, or request the Syndicate Manager to call a meeting of Owners, upon giving at least 21 days written notice to the other Owners, the Syndicate Manager and the Racing Manager. In the event the Syndicate Manager receives such a request, the Syndicate Manager must within 14 days of receipt thereof, call a meeting of Owners, which must be held within 1 month of receipt of the request.

viii. A voting resolution binds all Owners, whether or not they participate. No objection may be made to any vote cast unless the objection is made at the time of convening. The decision of the Syndicate vote on any matter is final.

25. Prize Money Distribution

All prize-money won by the Horse will be deposited directly into each Owner's account by Donalds Racing pro-rata to the number of Shares held by each Partner. In accordance with the Rules of Racing in Australia, prize-money is distributed to the Owners after remunerations are distributed to the trainer, jockey, welfare program and jockey insurance, and the withholding of any funds required to cover major race acceptances for which the Horse is eligible or nominated. The percentages are automatically determined by each state and may vary from State to State. If the prize money exceeds $150,000.00, Donalds Racing will be entitled to 5% of the gross prize money which will be charged out to each Owner accordingly. Gross prize money includes the prize money, breeders' bonus and incentive scheme payments.

26. Trophies and Prize Distribution

In an event the horse wins a trophy, the Manager will receive the original trophy in accordance with the Rules of Racing (AR63 2c) and will be entitled to retain it. If any Owner wishes to acquire a replica of the trophy, the Manager will endeavor to procure the same at the best price and provide to such Owner the details of the Supplier of the trophy

Should there be an item that is not listed in the racebook with a dollar value, such as a saddle cloth or rug, such items will be auctioned off and the proceeds of the auction will be distributed to one or more industry related charity organisations at Donalds Racing discretion. A receipt acknowledging payment to the organisation will be supplied to the owners to validate payment.

Effective from 1st January 2026, any prize money payouts below Net $2,000 (for 100% of the horse) will be held and applied as credit to your monthly account. This adjustment is in response to the small amounts generated per syndicate member, making it more efficient to credit these winnings rather than issue individual payments.

Payments over $2,000 (for 100% of the horse) will be paid to the individual's bank account, unless they are in default on their monthly fees.

27. Cooling Off Period
Subscribers will be given a FOURTEEN (14) day cooling off period from the date that payment, part payment or deposit has been received and/or from receipt of the signed application via fax, email or post and within this period can request a refund of any subscription money paid.

28. 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 Clause 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). Owners take over the Ongoing Expenses and Monthly Management Fee from the 1st July 2026 and the first payment will be due on the 16th August 2026.

b. Expenses

Horse Purchase Price & GST	$88,000
Agistment Post Sale – 11/02/2026 – 30/06/2026	$ 3,812
Breaking In – 11/03/2026-31/03/2026	$ 5,082
Sales Travel Expenses – Flights & Accom	$ 1,461
Racing Victoria Syndication Rego	$ 330
Hyland Racing Silks	$ 288
Prism Setup Costs	$ 219
Vet Advice – X-rays	$ 726
Accounting/Invoice Fees	$ 274
Syndication Margins	$ 2,448
Advertising – Internet/Fb/Social Media	$ 879
Vet Certificate	$ 165
12 Months Premium Insurance	$ 6,050
Float/Transport to Nunkeri Park VIC	$ 1,375
Farrier	$ 266
Advantage Vet – Immunisations/Treatments Until 31/03/2026	$ 688
PDS – Compliance Fee	$ 2,750
PDS – Lodgement Fee	$ 187

Total Formation Expenses: $115,000

Cost of 2.5% share: $2,875

29. Free Service
A statement that the Promoter was not entitled to a free service to its sire upon purchase of the Horse on offer.

30. Trust Account
All application moneys will be held in a trust account (that is applicable for the sole purpose of the Partnership Agreement) by the Promoter until the Shares have been fully sold or the minimum share subscription is reached and the offer becomes live (refer to Clause 5 of the PDS), whichever occurs first.

31. Conflict of Interest and/or Related Party Transactions (Actual or Perceived)
At the time of purchase, there were no actual or perceived conflicts of interest known to the Promoter in conjunction with the offer of this scheme.

32. Prohibited Substances
A subscriber may elect to have a horse tested for a prohibited substance under the Australian Rues of Racing, with the cost of testing to be borne by all subscribers (whether or not they elected to have the horse tested).

33. Dispute Resolution
The Promoter will endeavour to resolve any complaints regarding the scheme. If not resolved, the Promoter will refer any such complaint to the Australian Financial Complaints Authority (AFCA). Blueblood Thoroughbreds is a member of the AFCA, member number 28431. More information can be obtained on the AFCA website at https://www.afca.org.au or by calling 1300 931 678.

34. Industry Risks
Thoroughbred horse racing is a high-risk venture and financial input should be treated as a speculative investment only. 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 Scheme 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.

35. Lodgment of the Product Disclosure Statement (PDS)
A copy of this PDS has been lodged by the Promoter, who is currently registered by Racing Victoria Limited (herein called the “Lead Regulator”), 400 Epsom Road, Flemington VIC 3031 - Customer First (03) 9258 4258 and this PDS has been approved by the Lead Regulator, pursuant to the ASIC Corporations (Horse Schemes) Instrument 2016/7901 (herein called “The Instrument”).

36. Buy Now Pay Later BNPL (Interest Free Payment Plan)

Donalds Racing offers a Buy Now Pay Later (BNPL) interest free Payment Plan, which is similar to the likes of After Pay and is considered as a Loan Agreement. This incentive enables Owners to purchase shares in the horse on offer, split into 3 payments.

How BNPL works:

1. **40% Deposit** upfront on sign-up.
2. **30% 1st Instalment** due next month (15th of the month).
3. **30% 2nd Instalment** final payment the following month.

BNPL Repayment Schedule:

1. If an owner purchases their share between the 1st and 15th of the month, their instalments will be due on the 15th of the following 2 months.
2. If an owner purchases their share between the 16th and the end of the month, their instalments will be due on the 30th of the following 2 months.

BNPL Default Schedule:

1. An initial late fee of $150 is charged for each late instalment, and a further $100 fee is charged if the payment is late by 7 days.
2. If an Owner defaults, they will be issued a Default Notice giving the Defaulting Owner 7 days to make payment.
3. If no payment is received, the Defaulting Owner will be sent a Final Notice – Share Repossession Pending, giving a further 7 days to pay.
4. If payment is still not received after the 7 days, a notice to repossess is issued to advise the Defaulting Owner that the share/s have been confiscated and sold by means of Public Offer to recover the balance outstanding for the share/s.

PROMOTER'S STATEMENT

The Promoter confirms that:

(a) the statements contained in this PDS in relation to the Partnership/Syndicate are true; and not misleading in their form or content.
(b) this PDS contains all information which the 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 Partnership/Syndicate.

Signature of Promoter: ______________________________________Carol Walsh

Date……30…/…04……/...2026……

DISCLAIMER

A copy of this Product Disclosure Statement has been approved by RVL for publication. No liability as to the contents of this Product Disclosure Statement is accepted by RVL, its officers, employees or agents. In particular, (but without limiting the generality of this disclaimer) RVL does not warrant and has no responsibility for the commercial merits or prospects of the Horse Racing Scheme referred to in this Product Disclosure Statement, the manner in which the Horse Racing Scheme may operate, or the taxation advantages (if any) to which the Horse Racing Scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, RVL recommends that potential investors obtain independent financial and legal advice in relation to the Horse Racing Scheme and how it might apply to their circumstances should they decide to invest in the Horse Racing Scheme.

I hereby declare that the contents of this PDS are true and correct.

Signature of Promoter: ______________________________________Carol Walsh

Date……..30..…/…04……/...2026……

BOBS ELIGIBLE

Barn I Stables 65-71,77-80

On Account of KIA ORA STUD, Scone, NSW

Lot 476

GREY COLT

(Branded PK3 nr sh. 4/4 off sh. Foaled 6th September 2024)

SIRE **TASSORT**	Brazen Beau	I Am Invincible	by Invincible Spirit
		Sansadee	by Snaadee (USA)
	Essaouira	Exceed and Excel	by **Danehill (USA)**
		Alizes (NZ)	by Rory's Jester
DAM **SUGGESTIONS (NZ)** 2012	Any Suggestion	Lion Hunter	by **Danehill (USA)**
		Advisable	by Regal Advice (NZ)
	Legs Akimbo	Marscay	by Biscay
		Leggings (NZ)	by Tights (USA)

TASSORT (AUS) (Bay 2016-Stud 2020). Winner at 2, 2d ATC Silver Slipper S., Gr.2. Sire of 105 rnrs, 52 wnrs, inc. SW Manaal (ATC Sires' Produce S., Gr.1), Ameena, SP Miss Freelove, Statewide, Wollzeile, Ad Astra, Secret Sort, Good Sort and of Mawjood, Astapor, Nextonixs, Caladan, Onemoretwomany, Lottie Jane, Prince of Sorts, Mrs Artie, Last Command, Sacred Fort, Tasoraay, Bliss Bomb, Dominant Force, Shamadan, Atlantic Rain, Got Gumption, etc.

1st Dam

SUGGESTIONS (NZ), *by Any Suggestion*. **3 wins** at 1200m, 1400m, AuRC Dunstan Rising Star Qualifier, 2d CJC Mid Winter Christmas June 24 H., 3d CJC Avon City Ford H., Otago RC KB Contractors H. Half-sister to **FERLAX**. This is her sixth foal. Dam of 4 foals to race, **1 winner**, inc:-

So You Suggest *(f by So You Think (NZ))*. **3 wins** at 1007m, 1100m to 2024-25.

Her Legacy *(f by King's Legacy)*. Placed at 3 in 2025-26.

2nd Dam

LEGS AKIMBO, *by Marscay*. Started 3 times. Half-sister to **Ankle Biter**. Dam of 9 foals, 6 to race, **3 winners**, inc:-

FERLAX *(c Pentire (GB))*. **4 wins** in succession 1209m to 1600m, $411,000, VRC Australian Guineas, **Gr 1**, 2d MRC Memsie S., **Gr 1**. Sire.

3rd Dam

LEGGINGS (NZ), *by Tights (USA)*. **9 wins**–2 at 2–1350m to 1610m, $165,065, SAJC Robert A Lee S., **L**, Lord Mayor's Mile H., **L**, Classic Mile, **L**, VATC Steeves Lumley S., SAJC Equestrian Federation H., 2d SAJC Sedgwick Classic S., **Gr 2**, 3d Balaklava Cup, **L**, 4th VRC AV Kewney S., **Gr 2**. Half-sister to **Beechland**. Dam of 10 named foals, 9 to race, **6 winners**, inc:-

Ankle Biter *(f Mukaddamah (USA))*. **4 wins**–3 in succession–1200m to 1800m, VRC Winning Post Enclosure H., 2d VATC Heatherlie H., **L**.

Lycra Lass. **7 wins** 1200m to 1600m, $145,505, ATC Bacardi Bar H. Dam of-

Vegas Knight *(g Declaration of War (USA))*. **4 wins**–1 at 2–1600m to 2040m, $463,065, VRC York Trophy H., MRC Beck Probuild H., MVRC Insuraplex H., 2d MVRC Bill Stutt S., **Gr 2**, 3d Pakenham Cup, **L**.

Artillery -I P O Bros (H.K.) *(g Smart Missile)*. **2 wins** at 1200m, $102,506, 2d Singapore 3YO Sprint, **L**, 3d Singapore Golden Horse, **L**.

4th Dam

LANCEANUM, *by Oncidium (GB)*. **4 wins** at 1400m, 1600m in NZ. Half-sister to **DEVANTE**. Dam of 5 foals, 4 to race, **all winners**, inc:-

LEGGINGS *(f Tights (USA))*. **9 wins**. See above.

Beechland *(c Taipan II (USA))*. **3 wins** at 2, 3d Levin RC Ryder S., **L**. Died at 3.

Surfin Bird. Unraced. Dam of 10 winners-

Florinda *(f Lord Ballina)*. **4 wins** 1600m to 2050m, Otaki Maori RC St Leger Trial, 3d WRC New Zealand St Leger, **Gr 3**. Grandam of-

LEADING ROLE *(g Darci Brahma)*. **3 wins**–1 at 2–1100m to 1550m, WRC Wakefield Challenge S., **Gr 2**, 3d Manawatu Classic, **Gr 3**.

BOOM 'N' ZOOM *(g Dash for Cash)*. **4 wins** 1400m to 2400m, $292,942, Cranbourne Cup, **L**, 4th Bendigo Cup, **L**.

Miss Entice. **4 wins** 1300m to 1600m. Dam of-

STATUARIO *(g D'Argento)*. **3 wins** 1400m to 2400m in 2024-25, MRC Galilee Series Final, **L**, 2d SAJC South Australian Derby, **Gr 1**.

Beach Dance. **3 wins** 1400m to 1850m. Dam of 5 winners-

BELLE MIRAAJ *(f Iffraaj (GB))*. **5 wins**–3 at 2, Southland Guineas, **L**.

REDGUM
Racing

REDGUM RACING PTY LTD ABN 52 112 863 395
P.O Box 93 Bundoora Vic 3083
Tel: 03 5975 6278 Fax: 03 5973 5376
Email: admin@redgumracing.com.au
www.redgumracing.com.au

To Whom It May Concern,

20th February 2026

"I John McArdle hereby agree to train the 2024 Grey Colt by Tassort x Suggestions for Doanlds Racing and it's owner's"

Our current daily rates are as follows:

Training : $137.50 per day (GST Incl)

Pre Training : $110.00 per day (GST Incl)

Breaking In : $110.00 per day (GST Incl)

Spelling : $35.20 per day (GST Incl)

Regards,

John McArdle

RACETRACK VETERINARY SERVICES
...leaders in the field

Veterinary Report – Syndication

Horse:	**Tassort/Suggestions'24** *985 100 012 250 453* *yearling grey colt*
Location:	Nunkeri Park, Pipers Creek, VIC
Sales info:	Inglis Classic Sale 2026; Lot 476
Date:	24th April 2026

The Tassort/Suggestions yearling colt was examined at the request of Alex Vinar to provide a report for inclusion in the Product Disclosure Statement for the purpose of syndication.

The horse was clinically healthy and well. Auscultation of heart and lungs revealed no clinically significant findings. Examination of both eyes revealed no apparent deficit of sight or of normal reflexes.

The horse was sound at a walk and trot with no apparent neurological deficits. White hairs were noted on both hindlegs, suggestive of a historical superficial injury. This is not believed to be of clinical significance.

In my opinion, at this time, the colt presented is suitable for future use as a racehorse as can de determined by the examination described. The colt is suitable for public syndication and mortality insurance.

I confirm that I do not have any current or intended future financial or other interest in the above-mentioned horse other than in the provision of veterinary services and opinion. This letter may be relied upon by the prospective investors who may choose to invest in the horse.

E Kelly

Dr Eoin Kelly MVB MRCVS

Dr Eoin Kelly MRCVS MVB, Racetrack Veterinary Services, PO Box 3103, Mornington, VIC 3931.
mobile: 0418 978558 email: eoinkellyvet@hotmail.com www.racetrackvetservices.com

Fitton Insurance (Brokers) Australia Pty Ltd
AFSL 264671 ABN 90 010 987 489
13a Bowen Street (PO Box 1515),
Toowoomba QLD 4350
Ph: 07 4638 4233
Email: reception@fitton.com.au
Web: http://www.fitton.com.au

NEW BUSINESS TAX INVOICE

Client Code: DONARACI
Date: 24/04/2026
Invoice Number: 245885
Account Executive: Christina Grear
Broking Assistant: Horse Team

Donald's Racing Syndicate

MELBOURNE * VIC 3000

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	BLD
Insured	Donald's Racing Syndicate
Policy Description	Bloodstock Mortality - L476 24C Tassort ex Suggestions
Insurer	Certain Underwriters at Lloyd's CANOPIUS/25
Policy Number	250007061BLD
Period of Insurance	09/02/2026 to 28/02/2027
Effective Date	09/02/2026

Premium	FSL	Insurer Policy Charge	Stamp Duty	Broker Fee	GST	Invoice Total
$4,884.74	$ 0.00	$ 0.00	$ 537.32	$ 126.79	$ 501.15	$6,050.00

Payment Options

DEFT PAYMENT SYSTEMS

DEFT Reference Number
40520922458855
Pay by credit card or registered bank account at www.deft.com.au.
Payments by credit card may attract a surcharge.

Name:	Donald's Racing Syndicate
Invoice No:	00245885
Total:	$6,050.00

Payment Due by 23/02/2026 to ensure your continuity of cover.

Post Billpay

*498 405209 22458855

Pay in-store at Australia Post by cheque or EFTPOS

EFT TRANSFER Reference: 00245885
BSB: 184 446
Account: 303365571
Account Name: Fitton Insurance Brokers Australia Pty Ltd

Biller Code: 20362
Ref: 40520922458855

Total Due: $6,050.00

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

Notes: NB from FOH for syndicated amount as requested from Alex at Donalds Racing. Please see insurer schedule for description of risk(s) insured. PDS enclosed.

Insured Donald's Racing Syndicate

Interest Insured

Name	SIRE	DAM	SEX	USE	DOB	Sum Insured	
LOT 476	Tassort	Suggestions	Colt - To 4 Years	Racing	2024	$ 115,000	ARM/LSSF
					Total	$ 115,000	

CLAUSES ATTACHING

- Full Premium If Loss (Page 20)
- Terrorism Exclusion (Page 22)
- Avian Flu Exclusion (Page 22)
- Cyber Exclusion Endorsement (Page 24)
- Hendra Virus Exclusion (Page 25)
- Coronavirus Absolute Exclusion (Page 25)
- Fall of Hammer Extension Clause (Page 21)
- Wobbler Syndrome (Page 23-24)
- 12 Months Extension (annual period only) - on renewal to existing Underwriter (Page 24)
- Surgical Operations (Page 28)
- Agree Value Clause (See Below)
- Part Ownership
- Complaint Procedure
- Disclaimer

Agreed Value Clause

In consideration of the premium paid, it is understood and agrees that the Limit of Underwriters' Liability stated in the Schedule shall be accepted as the agreed value of the Animal.

However, if at any time during the Period of Insurance any Animal hereby insured is:-

> Entered into a public auction but nor sold, then the Limit of Underwriters' Liability in respect of such animal specified in the schedule herein shall automatically be reduced to a sum not exceeding the highest amount bud, and its value will be reduced accordingly, and a pro rata return premium allowed.

LIFE SAVING SURGICAL FEES $10,000 – Excess $500

It is understood and agreed that coverage in respect of the insured HORSE extends during the Terms of Insurance specified in the Schedule to:

I. Reimburse the INSURED for reasonable and customary fees for surgical procedures to save the life of the insured HORSE, and

II. Pay for reasonable and customary After-Care while the insured HORSE is kept on the premises where the surgery is performed.

Subject to the aggregate limit of $10,000 for combined surgery and After-Care costs during the Term of Insurance limited to:

I. Where 100% of the said HORSE is insured, the total sum insured and

II. Where a percentage of the said HORSE is insured, that same percentage of the aggregate limit.

After-Care is limited to:

I. 50% of the cost of surgery, and

II. No more than fifteen days from the time of surgery

Excess: $500 (each and every claim)

THE AGGREGATE LIMIT SHALL BE NZ$10,000 FOR HORSES DOMICILED IN NEW ZEALAND AND AUS$10,000 FOR HORSES DOMICILED IN AUSTRALIA. SIMILARLY, THE EXCESS SHALL BE NZ500 OR AUS500 RESPECTIVELY.

The INSURED shall provide to Underwriters:

a) Within 21 days a report signed by the treating VETERINARY SURGEON describing the surgery performed and describing the Insured HORSE's condition, and

b) Copies of all invoices for which the claim is made.

No coverage is afforded for:

a) Any surgery not performed by a licensed VETERINARY SURGEON in a School of Veterinary Medicine or Surgical Clinic.

b) Conditions existing, diagnosed or treated prior to the commencement of coverage under this policy.

c) Any examination, medical treatment or medication unless it is given in conjunction with the insured surgical procedure being claimed.

d) Operations not performed under General Anaesthesia.

e) Any elective or voluntary surgical procedure.

f) Death benefits

g) Post-mortem surgical operations.

Subject otherwise to all terms, conditions, limitations and exclusions of the Policy.

IMPORTANT NOTICE Insurer is Certain Underwriters at Lloyd's C/- Fitton Insurance Brokers, 13a Bowen Street, TOOWOOMBA QLD 4350.

Please refer to the FITTON HORSEINSURE BLOODSTOCK PACKAGE PRODUCT DISCLOSURE STATEMENT (PDS) and Policy Wording together with the Certificate of Insurance when issued for full details of the terms, conditions and exclusions that apply these documents will solely determine claims settlements.

In the event of any illness, disease, lameness (including any signs of a foot abscess), injury, accident or physical disability you are required to:

Immediately appoint a Veterinarian to treat the horse

Immediately notify Fitton Insurance with details of the situation either via email christina@fitton.com.au or ron@fitton.com.au (24 hour availability) or phone 07 4638 4233 during office hours.

Failure to appoint a Veterinarian to treat an Insured horse could prejudice any potential claim.

If the failure to notify is the fault of the trainer, stud, manager etc, then they risk having a claim made against them.

Claim Settlement: As this policy is NOT an Agreed Value policy, claims will be paid on a sum not exceeding the fair market value of the horse at the time of loss or the sum insured noted above, whichever is the lesser. We recommend you review the sum insured throughout the year and if circumstances arise which may affect the market value of the horse, you should contact our office to discuss the value further.

FITTON HORSEINSURE BLOODSTOCK 010424 PDS

INSURER	**PER CENT**	**POLICY NO.**
100% Underwriters at Lloyd’s	100.0000	250007061BLD

Bridge Specialty International, The Corn Exchange, 55 Mark Lane, London EC3R 7NE

IMPORTANT NOTICE

In effecting this insurance, we are acting under the authority given to us by the named Insurers and not of the Insured.

IMPORTANT NOTICES AND INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Executive if you have any questions or require further advice/assistance.

ESSENTIAL READING OF PRODUCT DISCLOSURE STATEMENTS AND POLICY WORDINGS

The products disclosure statements and policy wordings for your insurances are essential reading to understand what is protected by each policy. These documents will be relied upon in the event of a claim. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.
You have this duty until the insurer agrees to insure you.
You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

<u>If you do not tell the insurer something</u>

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

DUTY TO NOT MAKE A MISREPRESENTATION

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).
Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.
Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.
Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.
If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.
If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance.
Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.
These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

CANCELLATION

You may cancel a policy of insurance before expiry date by the parties to the contract requesting cancellation in writing. You should be aware that penalties may apply to any mid- term cancellation and your insurer may be entitled to calculate any refund on a basis other than pro-rata. There may also be cancellation charges that apply.
If you cancel a policy before its expiry date, we will not refund any of the commission or fees earned for arranging the policy.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

ADDITIONAL INSUREDS AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).
Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

ALTERATION OF RISK

You must tell Us immediately if there is a material increase or alteration in the risk/s insured. The Insurer may cancel or alter the premium and/or terms of the policy once advised of the change. If you do not tell the Insurer about a change in the risk insured, they may reduce or cancel Your cover; or refuse to pay your claim in whole or part. We may do this with effect from the date you knew, or should have known, of the increase in risk or the alteration of the risk insured

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.
Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

SUBROGATION AND HOLD HARMLESS AGREEMENTS

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance.
Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Executive.

UNRESOLVED DISPUTES

Clients with Retail General Insurance Policies or Small Business General Insurance Policies who are not fully satisfied with our services should contact our Complaints Officer, Jo Noonan on 07 4638 4233. Fitton Insurance (Brokers) Australia Pty Ltd is a member of Australian Financial Complaints Authority (AFCA)., Postal address: Australian Financial Complaints Authority Limited, GPO Box 3 Melbourne VIC 3001 (Australia), Telephone: 1800 931 678, Fax: 03 9613 6399, Email: info@afca.org.au, a consumer service that provides an alternative to resolving disputes that we may be unable to resolve between ourselves. Accessing this service, which aims to resolve disputes between brokers and their clients, is free of charge to clients and is an independent facility. AFCA terms of reference can be viewed on their website: www.afca.org.au or obtained by telephoning 1800 931 678.

PRIVACY

Fitton Insurance (Brokers) Australia Pty Ltd recognises that your Privacy is very important to you and that you have a right to control your personal information. We know that providing personal information is an act of trust and we take that very seriously. We are therefore committed to protecting your personal information and request you read our Privacy Policy on our website - www.fitton.com.au. Further information may be obtained by contacting our Privacy Officer 07 4638 4233.

Partnership Agreement

2024 Grey Colt by Tassort out of Suggestions

A. The Horse Ownership

The Horse will be registered with the Registrar of Racehorses once the Shares have been sold.

B. The Syndicate Managers

The Manager of the Syndicate will be Donalds Racing (Co Directors: Mr. A. Vinar/ Mr. T. Hughes).

The Syndicate Manager will be required to manage the Syndicate in accordance with the terms of this Partnership Agreement and any rules, regulations or guidelines made by the Rules of Racing 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, the management of communications between the Shareholders and the stables, and the provision of all administrative services.

The Partnership Agreement legislated under Sections A to M can be revised or amended, deleted or added to at the discretion of the Syndicate Manager, being part or wholly modified.

C. Horse Description

Colour	**Grey**
Sex	Colt
Date of Foal	6th September 2024
Sire	Tassort
Dam	Suggestions
Brand	**PK3** NS SH, 4 OVER 4 OFF SH

D. Nature of Shareholdings

a. The Horse shall be owned by the Shareholders, the equivalent of 100%.

b. No person disqualified under the Rules of Racing shall be eligible to become or to continue as a member of the Partnership

E. Naming of Horse

The Horse is unregistered. The Horse will be named by the Shareholders and registered once the Shares have been fully sold. The horse will be registered within 45 days of the Shares becoming fully sold or at the discretion of the Syndicate Manager. Each shareholder will have the option to submit 1 name. Once the list of names submitted by the Shareholders is populated by the Manager, the Manager will select the top 3 most liked names (in order of preference) and submit them to the Registrar of Racehorses for registration.

F. Proposed/Estimated Ongoing Expenses and Other Obligations

a. **Ongoing Expenses** – the following horse expenses are indicative and payable monthly by each shareholder. The Syndicate Manager recommends that Owners budget the below **approximate** amounts, which also include our Monthly Management Fee (MMF).

2.5% - $100 - $125 per month
5% - $100 - $250 per month
And so on….

Potential Shareholders must be aware that the average Ongoing Expenses may vary at any time due to the age of the horse and variable times that the horse is in work, racing, pre-training or spelling and will be validated where applicable. Potential Shareholders must also be aware that the average Ongoing Expenses may vary slightly depending on whether the suppliers, such as the trainer, increase their daily rate and therefore this would increase the weekly average cost (noted above). Donalds Racing Pty Ltd will validate where applicable.

The Potential Shareholder should be aware that the average Ongoing Expense does not include extra-ordinary costs such as insurance renewal, major veterinary fees relating to surgery/injury which will be on charged to the Shareholders reflective of their shareholding, major race nominations or acceptance fees and all travel expenses for 1 (one) Donalds Racing Representative to attend interstate featured races (outside of VIC). These costs are payable by the Shareholders in proportion to their share/s held in the Syndicate.

Fees on early termination are payable up to and including the final date of the Shareholder’s ownership.

b. **Monthly Management Fee (MMF)** – The Monthly Management Fee (MMF) is a monthly fee charged for our extensive level of service provided to our Owners on a regular basis.

2.5% SHARES	MONTHLY
FIRST HORSE	$19.99
SECOND HORSE	$14.99
THIRD HORSE	$ 9.99
FOURTH HORSE	FREE

10% SHARES	MONTHLY
FIRST HORSE	$79.96
SECOND HORSE	$59.96
THIRD HORSE	$39.96
FOURTH HORSE	FREE

5% SHARES	MONTHLY
FIRST HORSE	$39.98
SECOND HORSE	$29.98
THIRD HORSE	$19.98
FOURTH HORSE	FREE

20% SHARES +	MONTHLY
FIRST HORSE	$99.99
SECOND HORSE	FREE
THIRD HORSE	FREE
FOURTH HORSE	FREE

Regardless of how many horses you may have or shares you may have, you or your syndicate will NEVER pay more than $99.99.

Ongoing Expenses and Monthly Management Fees (MMF) will start accruing from the date of entering this agreement. This date includes, but is not limited to:

1. The date of signing this agreement.
2. The date of payment of the share.
3. The date of issue of the Confirmation of Purchase email issued by one of the sales team members, accounts department or any other employee of the Company.

The MMF Fee charged covers the following services rendered:

• Frequent communication with our owners by Donalds Racing dedicated Racing Manager.

• Provision of general day-to-day administration services.
• Levying and collecting fees from Syndicate Members.
• Payment of all accounts to suppliers relating to the horse.
• Enforcing and following up Default payments.
• Arranging dates and times for Owners to inspect their horses at the stables or spelling properties.
• Assistance with RaceDay ticketing (where applicable).
• Lodging Transfer of Ownership (where applicable).
• Lodging Registration of an Ordinary Syndicate (where applicable).
• Naming and Registration of the Racehorse.
• Liaise with the financial Ombudsman office.
• Maintain Professional Indemnity Insurance.
• Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.

• Providing Shareholders with RaceDay footage (where available), track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, post-race summary review, representing the syndicate in relation to race day steward enquiries etc.

The Manager advises that the **Ongoing Expenses** and the **Monthly Management Fee** (as per Section **F(a) and (b)** above) will be invoiced and issued via email on the **16th** of each month, in arrears for the previous month's expenses. These accounts will be due within 14 days of the date of the invoice. This will ensure there are no delays in receiving funds to pay suppliers by the required deadline of the **7th of the following month**. These fees are referred to as **Ongoing Expenses and MMF**.

All prices include GST (where applicable). Owners take over the Ongoing Expenses and Monthly Management Fee from the 1st July 2026.

c. **Inclusions in the Ongoing Expenses** – Nomination and acceptance fees for most races are included, except for nominations for major races such as the Auction House Sponsored races such as Inglis and Magic Millions race series and the Black Type races such as Listed and Group races, which fees are payable by the Shareholders in addition to the Ongoing Expenses.

d. **Procedure of Monthly Direct Debit for the Ongoing Expenses & Management Fee -**
i. the Manager will invoice each Owner, the Management Fee, monthly in arrears, which will be payable by the owner on the 16th of each month Month; and.
ii. the Manager will invoice each Owner, the Trainer and other Third-Party Suppliers Fees, monthly in arrears for their proportion of fees and expenses.

e. **Trainers and Suppliers Fees** – fees are billed in arrears for the previous month’s fees and expenses. I.e. Donalds Racing is invoiced by the trainers and suppliers approximately the 10th of each month for the previous month’s fees and expenses. Donalds Racing advises that the **Ongoing Expenses** and the **Monthly Management Fee** will be invoiced and issued via email on the **16th** of each month, in arrears for the previous month's expenses. These accounts will be due within 14 days of the date of the invoice. This will ensure there are no delays in receiving funds to pay suppliers by the required deadline.

Some of the main benefits of Donalds Racing are charging fees directly to owners and the use of the direct debit system each month is to avoid bad debts, non-payers and to keep costs to a minimum. It also allows the simplicity of payments by keeping it to one invoice per month, instead of several invoices from various suppliers. This will ensure that the syndicate will proceed without any delays training the horse, stop orders and embarrassment being caused to the paying shareholder.

The trainer's daily training rate is $137.50 (including GST).

f. **Accounts Preparation Fee (APF**) - Preparation of the Partnership's annual accounts in respect of the relevant financial year will be charged, in advance, on the 28th of June each year. The APF is capped at 10%, so if you hold a share in excess of 10%, the maximum you will be charged is $40.00 per annum.

1% to 2.5% Share: $10.00 per annum
5.0% Share: $20.00 per annum
7.5% Share: $30.00 per annum
10% Share: $40.00 per annum

This amount will be direct debited from the Shareholders nominated bank account to be credited to Donalds Racing account in respect to the Partnership. The APF is applicable and payable up until a partnership is ceased or the death or retirement of a horse or a Shareholder ceasing to exist as a Shareholder by way of sale or default of a share. This fee can be direct debited from the said Shareholders account at that point. This fee covers:

a) Opening and maintaining a separate bank account in respect of the Racing Partnership which account may be used for the deposit and payment of moneys relating to the operation of the Racing Partnership.
b) Accounts/Bookkeeping services rendered.
c) Providing or arranging for the provision of all necessary accounting, taxation and legal advice to the Syndicate.
d) Keeping a register of Owners, which contains their names, addresses, contact details (including telephone and facsimile numbers and email addresses), and the number of Shares held by each Owner, the date upon which the Owner was entered in the register and the date upon which any person ceased to be an Owner.
e) If required by ASIC or the Lead Regulator:
i. making available all the records of the Syndicate, including the Accounts, secretarial records, share register and transfer journal;
ii. providing all information requested in relation to the Syndicate; and
iii. lodging a copy of the Accounts and all other documentation relating to the performance of the Syndicate forwarded to Owners at the same time as the Accounts and such other documentation is forwarded to the Owners.

g. **Default** – Should any Shareholder neglect payment of the Ongoing Expenses as described in Section F(a) & (b) of the Partnership Agreement for a period in excess of fourteen (14) days, the following may occur:

h. If payment defaults on or around the 30th of the month (when payment is due), Donalds Racing Accounts Department will contact the Defaulting Shareholder via email or mail to issue an Overdue Reminder Notice for the failure of payment giving the Defaulting Shareholder 7 days to forward full payment of the outstanding amount. Should payment not be received within that 7-day period, a First Default Notice, requesting immediate payment, will be issued via email and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a further 14 days to make contact with Donalds Racing Accounts Department to finalise their outstanding account. Should payment not be received with that 14-day period, all horse progress reports and updates maybe switched off and a Second Default Notice will be issued, giving the Defaulting Shareholder a further 14 days to make payment. The Shareholder must still pay their new statement by the 28th of the same month. Should payment not be received within that 14-day period, a Final Notice (Share Repossession Pending) will be issued via email and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a final 7 days to make payment of the total amount owing. Failure to comply with the Final Notice (Share Repossession Pending), will result in proceedings by Donalds Racing to confiscate and take possession of the shareholdings of the Defaulting Shareholder to recover any outstanding debts, by means of sale of the shares by Private or Public Offer. Without any further notice, the Defaulting Shareholder shall cease to be a Shareholder and will have no interest in the assets and income of this said Partnership. The Syndicate Manager has the right to suspend a Shareholder's entitlement whilst in default.

ii. Further to Section F(g)(i), should the Defaulting Shareholder's payments fail 3 times within a 12-month period, then they may forfeit any rights and privileges of the Partnership and furthermore, the Syndicate Manager will have the right to sell the shareholding/s by Private or Public Offer at the Defaulting Shareholder's expense to recover the debt of the Defaulting Shareholder. The Defaulting Shareholder will not be entitled to receive any compensation for the confiscated or repossessed interest in the Partnership or receive any further payment out of the assets or profits of the Partnership.

iii. Shareholders who pay their Ongoing Expenses via direct deposit are advised that should their payment be late over 2 consecutive months, may lose the privilege of paying directly and will be placed back onto our direct debit payment method which is the common policy of Donalds Racing.

iv. Furthermore, the Shareholder's account may be passed onto a Debt Collector for recovery and will attempt to establish monetary protection of industry suppliers and this Syndicate. The Lead Regulator have placed a regulation that all suppliers, trainers, etc. are to be paid in a timely fashion by Shareholders, Syndicates and Syndicate Managers to maintain their accounts and prevent a horse from continuing work.

v. If a shareholder defaults on payment, a late fee of $15 will be charged on your account and an interest rate of 10% accumulated daily after 30 days will be charged on your overdue account/s and will be invoiced on the following month's bill. Any third party/debt collection agency fees used by Donalds Racing to recoup funds, will also be charged to the defaulting owner.

vi. The purchase and sale of the Share/s of the Defaulting Shareholder will be effective as soon as practicable after the price has been determined and the Syndicate Manager will execute as trustee of the Defaulting Shareholder all such documents and do all things as are necessary to complete such sale and purchase. The Shareholder in default hereby nominates, constitutes and appoints the Syndicate Manager under power of attorney to execute and implement procedures as will be necessary to sell, convey and assure a buyer the Share or Shares so sold.

Fees on early termination are payable up to and including the final date of the Shareholder's Ownership.

G. Ownership, Redemption and Withdrawal

Ownership

Each Shareholder of not less than 2 shares (5% share) of the horse will be entitled to have his/her name appear in the racebook as a co-Shareholder of the horse. Shares purchased under 5%- i.e. 2.5% will be registered in a sub syndicate formed by Donalds Racing and charged to that syndicate pro-rata to the number of members. Syndicates are formed at the cost of $275 and a yearly renewal of $55. If a share is owned jointly by 2 or more people, the Syndicate Manager will be entitled to require those persons to, at their own cost, register an ordinary syndicate and to own the share in the name of that syndicate.

Each Shareholder hereby authorises the Syndicate Manager to do all things required to be done by a Shareholder in order to conform to the requirements of this Partnership Agreement and the Rules of Racing, including without restriction, authority to sign on behalf of the Shareholder all documentation required to be signed by the Shareholder and lodged with the Registrar of Racehorses to give effect to any application for registration of the Horse and/or transfer of ownership.

The Owner agrees not to reproduce any Donalds Racing branding, Intellectual Property, merchandise or social media publication for financial gain.

Redemption and Withdrawal

Shareholders in this Racing Partnership subscription must be aware that when purchasing a share/s you become the Shareholder of that said share/s. Shareholders are obligated for the life of the Syndicate as Shareholders of the share/s, and are not permitted to rescind on their obligations and must adhere to the Proposed Ongoing Expenses and Other Obligations in Section F of the Partnership Agreement. Shareholders will have no right to have your shares in the Syndicate redeemed or bought back prior to the termination or winding up the syndicate.

Before purchasing a share, each Shareholder should consider the purchase of the share as a long-term investment for the life of the Syndicate. The Syndicate Manager will not be obligated to sell a share on behalf of the Shareholder. In the event that the Promoter or Syndicate Manager sells a share/s on behalf of a Shareholder, the Promoter/Syndicate Manager will be entitled to charge a practical commission in consideration for arranging the sale.

A Shareholder will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with a Syndicate Agreement prepared by the Syndicate Manager in accordance with the provisions of the Partnership Agreement. There will be no ready market for the Shares.

The Syndicate Manager is not obliged to sell a Share on behalf of a Shareholder, however has the discretion to assist the Shareholder in reselling their share or finding a Shareholder to take over the share, should the share be relinquished. The Syndicate Manager can offer the existing Shareholders the resale of a Shareholders shares who is seeking to exit the Syndicate and upon reaching an agreement of resale price, Donalds Racing will be entitled to a 10% sales commission fee (plus gst) on the gross resale price.

Donalds Racing or any affiliated or external participants may make an offer or seek offers from Shareholders to purchase the exiting Shareholders share/s and if agreed upon by both parties, will take over the resale shares and the risk from the date of the Transfer of Ownership. Donalds or any external participant may seek market to resell the share/s or keep and race the horse. Donalds Racing or any affiliated associates, may engage in Arbitrage trading when reselling any shares for Shareholders, at any time during the career of the horse, which an investor simultaneously buys and sells a share (asset) in different markets to take advantage of a price difference and generate a profit. In this instance, Donalds will not charge a sales commission fee to the exiting shareholder.

Upon reaching an agreement, the exiting shareholder must wait until a final invoice is issued, which will include any expenses or credits up to and including the take over date. NO payouts will be remitted until the account has been finalised to ensure that all expenses have been covered.

In the event that a shareholder has made the decision to leave or sell his/her share, they must first offer the sale of that share/s within the syndicate. Should a horse be injured or incapacitated to race while recovering from an injury, Donalds may not Offer the Share for Sale until the horse has fully recovered.

Fees on early termination are payable up to and including the final date of the Shareholder’s ownership.

H. The Manager's Responsibilities

a) The Manager is Donalds Racing. The Co-Directors of Donalds Racing is Alex Vinar & Todd Hughes. The Managers are responsible for all aspects of the management of the racing career of the Horse, the management of communications between the Manager and the stables and will make decisions on behalf of the Shareholders pertaining to the Horse on offer.

b) The Manager shall be the first registered Shareholder in the Racing Partnership. The Manager's duties include:

i. Liaising with the Trainer and keeping all Shareholders current with the progress of the Horse.

ii. Keeping a register noting the names and addresses of each Shareholder and the number of shares held by each, the date on which the Shareholder entered in the Register of Racehorses and the date on which any person ceased to be a Shareholder.
iii. Notifying the Principal Racing Authority and Registrar of Racehorses in writing of every change in a Shareholder of the Racing Partnership, every change in the percentage of a Shareholder's Share in the Racing Partnership and every change in a Shareholder's address within a period of FOURTEEN (14) days of the change.
iv. 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 and the Corporations Act 2001 from time to time in relation to the Horse and the Racing Partnership.
v. Representing the Shareholders in any official barrier draws, trophy presentations and any promotions/media events regarding the Horse.

c) The Manager may at any time give the Shareholders not less than one months' notice in writing of his/her intention to retire as Manager and will cease to have any rights and obligations as Manger from the date of that notice.

I. Distribution from Sale or Stud and or Breeding

In the event that the Horse is sold or is deceased or stolen, a 10% (plus gst) sale fee of the sale price is payable by the Shareholders to Donalds Racing. (Should a valuation be required to determine the sale price, this will be acquired at the Shareholder's expense, by a bloodstock valuer who is a member of the Federation of Bloodstock Agents (FBA). Should the Horse go to Stud and or Breeding, Donalds Racing will be eligible to TWO (2) lifetime service rights per annum for the lifetime of the standing stallion and 10% (plus gst) of the sale price (only in the event of the horse being an entire and being retired to stud).

Irrespective of whether or not the Syndicate Manager, being Donalds Racing, is voted off as the syndicate manager of the Horse, Donalds Racing will have the right to negotiate stud and breeding of the said Horse of this Partnership Agreement.

Breeding fillies at the end of its race career - Should 51% of Shareholders vote to retire or send a filly/mare to a good home, Donalds has the discretion and first right of refusal to put together a breeding partnership (this may be with a company/business/stud farm) and give all Shareholders the opportunity to remain Shareholders in the partnership or sell or relinquish their shares. A 50% vote is required by Shareholders in order to breed a filly/mare if they decide not to retire or sell a filly/mare and Shareholders should note that a new Breeding Partnership Agreement (BPA) will replace this Partnership Agreement by a related, but separate entity.

J. Meetings/Decisions

i. In the event that the horse is a colt/entire and the horse needs to be gelded, all shareholders must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote) to keep the horse as an entire unless written expert advice is obtained by a veterinarian, trainer and the Syndicate Manager that the necessity of the horse requires to be gelded due to the well-being of the horse and safety of the track riders and training staff.

ii. Should there be any other voting matters relative to the horse and its future, all shareholders must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote).

iii. The trainer, as stated in Clause 11 of the PDS, is the first appointee by the Syndicate Manager. The Syndicate Manager will arrange for the trainer to train the horse and prepare the horse for training. The Syndicate Manager may at any time, remove the trainer and engage the services of another appropriately licensed person to act in that capacity. The new trainer may be interstate and not within the same jurisdiction of the initial trainer. The Syndicate Manager will confer with all Shareholders with regards to a change of trainer before a decision is made.

iv. In the event that a Shareholder has made the decision to leave or sell his or her share, they must first offer the sale of that share/s within the syndicate. Under no circumstances is it the responsibility of Donalds Racing to sell the share/s on behalf of the shareholder. It is the full responsibility of the Shareholder to maintain their shareholding until such time that the share is either sold or relinquished. It is an ownership much like the purchase of a property or home and is for the term of the racing career of the horse. (Refer to Section G of the Partnership Agreement)

v. Donalds Racing can be removed or replaced as Manager of the Career of the Horse if a memorandum signed by the shareholders representing a majority interest in the Horse (that is, a vote by Shareholders with an interest of more than 51% in the Horse) votes for their removal. In the event where a Manager is removed or replaced, Donalds Racing will cease to provide the services referred to AR 63(2) of the Australian Rules of Racing. These services include:

- entering, nominating, accepting or scratching such Horse for any race;
- engage a jockey to ride such Horse for any race;
- receive any prize money or trophy won by such Horse; or

- act for and represent the joint Shareholders, lessees or Shareholders in relation to the Horse in all respects for the purpose of the Rules.

Donalds Racing will continue to act as Manager of the Syndicate to provide the remaining services expressed in Section H of the Partnership Agreement. That is, 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 Shareholders and the Stables, and the provision of all administrative services and trust accounts of the syndicate.

If Donalds Racing is removed as the Manager of the Horse, it does not give up its entitlements to the disclosed stud fee, breeding or sale fee as per Section I of the Partnership Agreement.

vi. Early Termination Fee: In the unlikely event that a Manager is removed, an early termination fee will apply to the Syndicate. Every shareholder will be obligated to pay their Management Fee for the duration of a 12-month period in advance at the time of removal of the Manager. If payment does not materialise, the Management Fee will continue to be charged on a monthly basis up to the time that payment is completed in full by ALL shareholders of the syndicate.

Management of the Horse and the Syndicate will continue by Donalds Racing up until all shareholders have paid the termination fee in full. This early termination fee is enforced as a charge to compensate us for failure to satisfy the contract by the syndicate Shareholders.

We will not charge you an early termination fee if it is a result of a proven material breach pursuant to Section H of the Partnership Agreement.

vii. A Shareholder or Shareholders who own not less than 30% of the Shares may either call a meeting of Shareholders or request the Syndicate Manager to call a meeting of Shareholders, upon giving at least 21 days written notice to the other Shareholders, the Syndicate Manager and the Racing Manager. In the event the Syndicate Manager receives such a request, the Syndicate Manager must within 14 days of receipt thereof, call a meeting of Shareholders, which must be held within 1 month of receipt of the request.

viii. A voting resolution binds all Shareholders, whether or not they participate. No objection may be made to any vote cast unless the objection is made at the time of convening. The decision of the Syndicate vote on any matter is final.

K. Prize-money Distribution

All prize-money won by the Horse will be deposited into the managed account of the Horse and distributed into the Shareholder's account by Donalds Racing In accordance with the Rules of Racing in Australia, prize-money is distributed to the Shareholders after remunerations are distributed to the trainer, jockey, welfare program and jockey insurance, and the withholding of any funds required to cover major race acceptances for which the Horse is eligible or nominated. The percentages are automatically determined by each state and may vary from State to State. If the prize money exceeds $150,000, Donalds

Racing will be entitled to 2.5% of the gross prize money which will be charged out to each Shareholder accordingly. Gross prize money includes the prize money, breeders' bonus and incentive scheme payments.

L. Trophies and Prize Distribution

In an event the horse wins a trophy, the Manager will receive the original trophy in accordance with the Rules of Racing (AR 63 (2c)) and will be entitled to retain it. If any Owner wishes to acquire a replica of the trophy, the Manager will endeavor to procure the same at the best price and provide to such Owner the details of the Supplier of the trophy.

Should there be an item that is not listed in the racebook with a dollar value, such as a saddle cloth or rug, such items will be auctioned off and the proceeds of the auction will be distributed to one or more industry related charity organisations at Donalds Racing discretion. A receipt acknowledging payment to the organisation will be supplied to the Shareholders to validate payment.

Effective from 1st January 2026, any prize money payouts below **Net** $2,000 (for 100% of the horse) will be held and applied as credit to your monthly account. This adjustment is in response to the small amounts generated per syndicate member, making it more efficient to credit these winnings rather than issue individual payments. Payments over $2,000 (for 100% of the horse) will be paid to the individual's bank account, unless they are in default on their monthly fees.

M. Buy Now Pay Later BNPL (Interest Free Payment Plan)

Donalds Racing offers a Buy Now Pay Later (BNPL) interest free Payment Plan, which is similar to the likes of After Pay and is considered as a Loan Agreement. This incentive enables Shareholders to purchase shares in the horse on offer, split into 3 payments.

How BNPL works:

1. **40% Deposit** upfront on sign-up.
2. **30% 1st Instalment** due next month (15th or 30th based on sign-up date).
3. **30% 2nd Instalment** final payment the following month.

BNPL Repayment Schedule:

1. If an owner purchases their share between the 1st and 15th of the month, their instalments will be due on the 15th of the following 2 months.
2. If an owner purchases their share between the 16th and the end of the month, their instalments will be due on the 30th of the following 2 months.

BNPL Late Fee and Default Schedule:

1. An initial late fee of $150 is charged for each late instalment, and a further $10 fee is charged if the payment is late by 7 days.
2. If a Shareholder defaults, they will be issued a Default Notice giving the Defaulting Shareholder 7 days to make payment.
3. If no payment is received, the Defaulting Shareholder will be sent a Final Notice – Share Repossession Pending, giving a further 7 days to pay.
4. If payment is still not received after the 7 days, a notice to repossess is issued to advise the Defaulting Shareholder that the share/s have been confiscated and sold by means of Public Offer to recover the balance outstanding for the share/s.

APPLICATION FORM

Partnership Agreement

2024 Grey Colt by Tassort out of Suggestions

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..

Address ....

State ....Postcode ....

Birth Date: ....Occupation ....

Telephone Business ……………………………………………….Home ....

Mobile ……………………………………………………………Fax ....

Email ....

Next of Kin: Surname.. Given Names...

Email .... Mobile..

These Shares will/will not be held in a Syndicate name.

Syndicate Name……………………………………………………………………………………………………(if applicable)

Horse Name Suggestion: ....

RA ID Code (can be obtained by applying at www.myhorseracing.horse) ……………………………………………….

I hereby agree to become a Shareholder 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, Rules of Racing and the PDS.
2. I am not under any disqualification or other disability under the Rules of Racing.
3. I am over the age of eighteen years.
4. I acknowledge that I have had the opportunity to obtain Bloodstock advice, independent legal and financial advice relative to my acquisition of shares in the PDS.

I hereby give Alex Vinar the authority to sign the original official registration papers of this Horse for my share on my behalf. I also give authority for prize-money to be paid to a third party, where applicable, that being Donalds Racing.

……………………………… Name of Shareholder

……………………………… Signature of Shareholder

………../…………/………. Date

RACING AUSTRALIA

AUTHORITY TO SIGN
FOR A SINGLE HORSE ONLY

Personal Details (When completing this section you are required to provide ALL the information requested below)

Date of Birth

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

If other, please specify

Surname

Given Names

Postal Address

Post Code

Daytime Phone

Mobile Phone * Mobile or Email MUST be supplied.

Email

Bank Details

Bank Account Holder Name

BSB

Account Number

Declare your GST status

When do I supply an ABN?

- If you are registering a horse in the name of a Company, Firm or Stud, the Company, Firm or Stud must be registered as a syndicate with a Principal Racing Authority (PRA) or the horse must be leased to an eligible party for racing purposes. Only under these circumstances can an owner, provided their horse racing activities are conducted as an enterprise and the enterprise is registered for GST, quote the ABN of that enterprise.

If an owner's horse racing activity is conducted as a recreational pursuit or hobby, an ABN cannot be provided and you must declare yourself as a hobbyist. You can only quote an ABN if the ABN is for an enterprise that is racing horses as part of that enterprise.

- Individual members of a syndicate must not provide their own ABN. The syndicate must be registered for GST and provide an ABN.
- If your ABN or GST status change, it is your responsibility to advise Racing Australia by completing the Change of GST Status form.

Is this enterprise GST registered for racing purposes based on the information above?

☐ Yes ______ if yes, please supply ABN subject to validation

☑ No, I am a hobbyist

Nominated Agent

Full Name of Nominated Agent

ALEX VINAR

Daytime Phone

0439326002

Horse Details

If the horse is named, please provide its registered name.

Horse Name

Suffix

If the horse is not yet named, please provide its year of foaling and the dam's name.

Year of Foaling

Dam

Suffix

Authority Declaration

Please sign in the box next to the document you authorise the nominated agent to sign.

Horse Registration	X SIGN HERE	Lease Application	
Transfer of Ownership	X SIGN HERE	Lease Cancellation	
Syndicate Registration	X SIGN HERE		
Other	X SIGN HERE	If other, please specify	As per terms of the Disclosure Docs

Owners Declaration

- I hereby certify the information I have provided on this form is true and correct.
- I have read and understood all declarations, certifications, terms and agreements contained in the document specified above and hereby authorise the nominated agent to complete and sign the specified document on my behalf on a single occasion and in relation only to the aforementioned horse.

Signature of Owner

Signature of Nominated Agent

Date __ / __ / ____

Date __ / __ / ____

Registrar of Racehorses - A Division of RA | ACN 105 994 330 | Level 11, 51 Druitt Street Sydney NSW 2000 | t +61 2 8072 1900 | f +61 2 8072 1999 | e registration@racingaustralia.horse | w www.racingaustralia.horse

Horse Registration Owner

Dam Name (if unnamed/not registered): SUGGESTIONS
Suffix: NZ
Foal Year of Birth *(dd/mm/yyyy)*: 06/09/2024

Part A Individual Owner (When completing this section you must provide ALL the information requested below)

Date of Birth *(dd/mm/yyyy)*

Mr Mrs Miss Ms Other

If other, please specify

Surname

Given Names

Part B Registered Syndicate (When completing this section you must provide ALL the information requested below)

Registered Syndicate Name

Syndicate Manager

Tick this box if the syndicate has owned horses previously and you wish to add this horse to the syndicate.

Part C Company, Firm or Stud (When completing this section you must provide ALL the information requested below)

Company, Firm or Stud Name

Name of Representative

Tick this box if the horse is to be leased or will not be racing.

Part D Contact Details (When completing this section you must provide ALL the information requested below)

Street Address

Suburb

Postcode

State

Email

Mobile

Part E Bank Details (Only provide bank details if split payment is required)

Bank Account Holder Name

BSB

Account Number

Part F Declare your GST Status

When do I supply an ABN?

- If you are registering a horse in the name of a Company, Unincorporated Organisation or Stud, the Company, Unincorporated Organisation or Stud must be registered as a syndicate with a Principal Racing Authority (PRA) or the horse must be leased to an eligible party for racing purposes. Only under these circumstances can an owner, provided their horse racing activities are conducted as an enterprise and the enterprise is registered for GST, quote the ABN of that enterprise.
- If an owner's horse racing activity is conducted as a recreational pursuit or hobby, an ABN
- cannot be provided and you must declare yourself as a hobbyist. You can only quote an ABN if the ABN is for an enterprise that is racing horses as part of that enterprise.
- Individual members of a syndicate must not provide their own ABN. The syndicate must be registered for GST and provide an ABN.
- If your ABN or GST status change, it is your responsibility to advise Racing Australia by completing the Change of GST Status form.

Is this enterprise GST registered for racing purposes? No – I am a hobbyist Yes If yes, please supply ABN

Part G Owner Declaration

By signing form, I (the owner) declare I have read and agree to the Terms & Conditions – Horse Registration on page 3 of this form.

Signature

Date *(dd/mm/yyyy)*

Share %