

# GODFATHER I Am Invincible x Meliora – Gelding - 2020

**Product Disclosure Statement** 

This Product Disclosure Statement has been approved by Racing NSW

Offeror

Edge Thoroughbreds Pty Ltd (Authorised Representative No 001310108)

Address: PO Box 1999, Kingscliff NSW 2487 Telephone 0475 88 88 11 Email: <u>racing@edgethoroughbreds.com.au</u> www.edgethoroughbreds.com.au

Being an Authorised Representative of the Promoter Stable Connect Ltd (AFS Licence No. 336964) Address: Level 10, 60 City Road, Southbank VIC 3006 Telephone: 03 9629 3023; Facsimile: 03 9629 3041; Email: info@stableconnect.com.au Web: www.stableconnect.com.au





### Contents

PRO	DUCT DISCLOSURE STATEMENT
1. 201	DISCLOSURE AND COMPLIANCE WITH ASIC CORPORATIONS (HORSE SCHEMES) INSTRUMENT 6/790
2. AND	STATEMENT TO PROSPECTIVE INVESTORS AS TO THE COMMERCIAL MERITS OF THE OFFER RECOMMENDATION REGARDING THE SEEKING OF ADVICE
3.	PURPOSE OF SYNDICATE
4.	ISSUE
5.	OWNERS' PRIVILEGES
5.1	Registered Owner Rights5
5.2	Race Day Ticketing & Hospitality5
5.3	Owner Relations and Communications5
6.	HOW TO INVEST
7.	INVESTORS FUNDS
8.	<b>OFFEROR</b> 6
9.	PROMOTER
10.	SYNDICATE MANAGER
11.	RACING MANAGER
12.	TRAINER
13.	VETERINARY REPORT
14.	INSURANCE9
15.	REGISTRATION9
16. THE	INTERESTS OF THE OFFEROR, PROMOTER, SYNDICATE MANAGER, RACING MANAGER, IR DIRECTORS AND EXPERTS
17. OTH	SUMMARY OF RIGHTS AND LIABILITIES ATTACHING TO SHARES IN THE SYNDICATE AND IER RELEVANT INFORMATION
18.	MARKETABILITY OF SHARES11
19.	WARNING11
20.	RISK
21.	COOLING OFF PERIOD12
22.	PROMOTER and OFFEROR DECLARATIONS



### **PRODUCT DISCLOSURE STATEMENT**

This Product Disclosure Statement ("PDS") is dated *31 July 2024*. This PDS has been lodged with and approved by Racing NSW. No liability as to the contents of this Product Disclosure Statement is accepted by Racing NSW, its officers, employees or agents. In particular (but without prejudice to the generality of this disclaimer) Racing NSW does not warrant and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the syndicate may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, Racing NSW recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.

# 1. DISCLOSURE AND COMPLIANCE WITH ASIC CORPORATIONS (HORSE SCHEMES) INSTRUMENT 2016/790

This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares in Horse Racing Syndicates to be operated in accordance with the requirements of *ASIC Corporations (Horse Scheme) Instrument 2016/790* (ASIC Instrument).

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

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

### 2. STATEMENT TO PROSPECTIVE INVESTORS AS TO THE COMMERCIAL MERITS OF THE OFFER AND RECOMMENDATION REGARDING THE SEEKING OF ADVICE

The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for Investors who are unable to risk the initial outlays and ongoing commitments. Prior to entering into this investment, prospective investors should read this PDS in its entirety and are advised to consult their independent licensed financial or investment adviser, legal, taxation and other professional consultants (including bloodstock consultants) in assessing the potential merits of the investment. The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS, and no person is authorised to give any information or to make any representations in connection with the Offer other than the information and representations which are contained in this PDS.

### 3. PURPOSE OF SYNDICATE

It is contemplated that the Syndicate of participants (owners) will obtain the benefit of racing the GELDING in Australia.



### 4. ISSUE

Edge Thoroughbreds Pty Ltd ("the Offeror") offers shares in GODFATHER, foaled 31 August 2020 by I Am Invincible (AUS) from Meliora (AUS) ("the GELDING") to interested investors and is the subject of this PDS.

The GELDING was offered by Yarraman Park Stud, Scone (NSW) at the 2022 Gold Coast Magic Millions January Yearling Sale. The GELDING was purchased by James Harron Bloodstock Colt Partnership for the purchase price of \$1,210,000 (including GST). This GELDING was trained by Peter and Paul Snowden and raced on 5 occasions including winning the listed Phelan Ready Stakes on debut on 10 December 2022.

The GELDING was offered by Inglis Digital (as agent) in the 2024 March (early) online sale. The GELDING was purchased outright with unencumbered title by Brendan Nelson on behalf of Edge Thoroughbreds Pty Ltd, on 13 March 2024 for \$59,910.4 (89.28% GST applicable). Edge Thoroughbreds will pass Title to participating investors upon the offer being fully subscribed. 10% of the Gelding will be retained by Edge Thoroughbreds. 90% will be syndicated out by Edge Thoroughbreds.

When either fully subscribed or the minimum subscription has been achieved written notice will be provided to Racing NSW confirming that unencumbered title has passed to the Syndicate prior to registration.

The GELDING is a lightly raced stakes winner by Australia's premier sprinting and stakes winning stallion, I am Invincible (AUS) out of Group 2 winner Meliora (AUS), also making him a full brother to the Group winning sprinter and stallion, I Am Immortal (AUS). The GELDING had tie-back surgery on his throat and a chip removed from each knee in April 2023 and has trialled and raced well since the surgery.

Summary: 5-1	1:0 Prizemone	<b>y:</b> \$112,225			
Min/Max-Dist-	<b>Win:</b> 1000/1000	1st	Up: 2:1-0-	0 <b>2nd</b>	<b>Up:</b> 2:0-1-0
Firm: 0:0-0-0	Good: 3:1-0-0	Soft: 2:0-1-0	Heavy: 0:0-0-0	Synthetic: 0:0-0-0	

Following purchase by Edge Thoroughbreds Pty Ltd, Godfather was gelded, spelled and commenced training with the Matthew Dunn Racing Stable at Murwillimbah. The GELDING has completed one trial for Matthew Dunn and will have a second trial in late July 2024 prior to his first race for Edge Thoroughbreds Pty Ltd, expected in August 2024.

The ownership of the GELDING is being syndicated into forty (40) equal Shares. There will be no more than 50 owners.

Thirty-Six (36) Shares (90% of the Gelding) are being offered for sale in this Offer. However, if there are 20 or less Shares (50%) remaining on the day immediately prior to the Closing Date, the Seller will retain the remaining Shares then available in order for the Syndicate to be fully subscribed.

The Offeror proposes to offer Shares to prospective investors at the price of **\$3,069.60** per 2.5% per share inclusive of GST. A 5% equates to **\$6,139.20** and a 10% share equates to **\$12,278.40**.

This upfront cost of the share includes <u>all associated agistment, training costs to 30 June 2024</u>.



### Edge Thoroughbreds Pty Ltd - Cost Schedule



#### Godfather (AUS) (I am Invincible (AUS) x Meliora (AUS)) - 2020 Sydnicate Cost Schedule - inc GST to 30/6/2024 Syndicate Component (inc GST) - 90% COST (ex GST) GST COST (inc GST) **Initial Cost Price of Horse** 55,000.00 \$ 5,500.00 \$ 60,500.00 \$ 54,450.00 Inglis Digital - 13/3/24 Ś Buying Fee (10% of purchase price) \$ 550.00 \$ 6,050.00 \$ Commission 5,500.00 \$ 6,050.00 Sydnicate Formation Fee Edge Thoroughbreds Ś 10,000.00 \$ 1,000.00 \$ 11,000.00 \$ 11,000.00 **Other Acquisition Costs** 5,175.00 \$ 517.50 \$ 5,692.50 \$ 5,123.25 Insurance - Inglis - Insured for \$125,000 until 3/7/25 Ś Insurance Broker - Finance & Fees - Pro-Rata \$ 376.55 \$ 37.66 \$ 414.21 \$ 372.79 PDS Registration Fees - Racing Australia \$ 170.00 \$ 17.00 187.00 187.00 \$ \$ 6,293.71 \$ Sub Total Ś 5.683.04 Partnership Establishment Costs 1,500.00 \$ 150.00 \$ 1,650.00 \$ 1,650.00 Travel Expenses (Pro Rata) Ś BNE Racing / Equine Media (photos, video, travel) Ś 560.00 \$ 56.00 \$ 616.00 \$ 616.00 \$ 500.00 \$ 50.00 \$ 550.00 \$ 550.00 Nicking Reports (Pro Rata) 750.00 \$ Sydnicate Accounting \$ 75.00 Ś 825.00 Ś 825.00 2,200.00 \$ 2,420.00 \$ ADSL Fee - Stable Connect Ś 220.00 \$ 2.420.00 Office, salary, phone, supplies, insurance pro rata \$ 7,500.00 \$ 750.00 \$ 8,250.00 \$ 8,250.00 Legal Fees & Annual AFSL Fees (Pro Rata) \$ 1,800.00 \$ 180.00 \$ 1,980.00 \$ 1,980.00 5,000.00 \$ 500.00 \$ Media, Advertising and Communications \$ 5,500.00 \$ 5,500.00 Sub Total 21,791.00 \$ 21,791.00 Ś Actual Horse Husbandry Costs \$ 250.00 \$ Transport - March 2024 25.00 \$ 275.00 \$ 247.50 Training & Vet Fees - March 2024 Ś 2,026.00 \$ 202.60 \$ 2,228.60 \$ 2.005.74 Training & Vet Fees - April 2024 Ś 1,495.00 \$ 149.50 \$ 1,644.50 \$ 1,480.05 Training & Vet Fees - May 2024 Ś 3,779.00 \$ 377.90 \$ 4,156.90 \$ 3,741.21 Training & Vet Fees - June 2024 4,057.02 \$ 4,098.00 \$ 409.80 4,507.80 \$ Ś Sub Total 12,812.80 11,531.56 \$ Ś TOTAL SYNDICATE ESTABLISHMENT COSTS Ś 107,679.55 \$ 10,767.96 \$ 118,447.51 \$ 110,505.60 SHARE PRICE (inc GST) 2.50% 1 share Ś 3.069.60 5% 2 shares \$ 6,139.20 10% 4 shares Ś 12,278.40 90% 110,505.60 36 shares Ś Monthly Syndicate Management Fee - Pro rata ongoing office expenses including phone, supplies, \$45 per share + GST per month or \$450 per share + communications, raceday support, trainer liaison & horse management GST annually Sale - 5% + GST sale fee will be charged to the members if the horse is sold, including sale of individual 5% on sale + GST shares. Trophies - Edge Thoroughbreds will be entitled to any trophy, sash, voucher (excluding breeders owners bonus schemes) or similar prizes won by the horse as PDS/Deed. Prize Money - In addition to the standard deductions from racing authrories for Trainer and Jockey, a charge of 5% + GST commission will be applied on all advertised prize money won by the horse in races 5% Commission on Prize + GST that exceed \$100,000 in total advertised prize money. Ongoing Costs - Pro-rata share of costs associated with operating the syndicate and racing the horse. (Excluding optional insurance) per 10% share. This includes training, agistment, transport and training. Allow \$450 per month

The Shareholder shall be liable for all expenses incurred in maintaining and caring for the GELDING from

1 July 2024.

The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates shall not be receiving any administration fee from the Trainer.



### 5. OWNERS' PRIVILEGES

There will be no more than 50 owners. Each owner regardless of the shareholding they hold will be entitled the same service and provided an equal ownership experience.

Each owner will be provided with the following benefits and privileges, (typically limited to one of each of the below per 5% share):

### 5.1 Registered Owner Rights

- (a) Admission and membership ticketing
- (b) Mounting yard access to liaise directly with the Trainer and Jockey and witness the prerace riding instructions and post-race debrief
- (c) Access to the on-course Owners' Lounge, where available
- (d) Owners' car parking at metropolitan and country meetings
- (e) Complimentary racebook
- (f) General admission to non-feature metropolitan and country racedays, regardless of whether the horse is running.

### 5.2 Race Day Ticketing & Hospitality

- (a) Depending on the number of tickets available to the horse, Edge Thoroughbreds Pty Ltd will use their very best endeavours to secure additional raceday ticketing for guests of owners.
- (b) A senior Edge Thoroughbreds Pty Ltd.'s representative will be on hand at all competing races to host the owners' group.
- (c) All owners (generally at 5% plus) will be named in the racebook in which the horse is competing.

### 5.3 Owner Relations and Communications

It is Edge Thoroughbreds Pty Ltd.'s objective to ensure that a premium owner relationship program is provided to all Edge Thoroughbreds Pty Ltd.'s owners. This will include, but not limited to:

Regular communications from the trainer and Edge Thoroughbreds Pty Ltd.'s executive in relation to all aspects of the horse's welfare and racing career. These communications will take the form of electronic voice messages, written reports, images and video action of the horses' activities.

(a) Regular Functions will be held at the track, Stables and spelling farms for owners, family and friends including Sunday brunches and Open Days.



### 6. HOW TO INVEST

All Applications for Shares must be made on the Stable Connect Ltd Application Form.

Shares shall be allotted upon payment. Legal and equitable title to the GELDING shall pass to those applicants whose applications for Shares have been accepted and the offer is fully subscribed.

The Promoter reserves the right to close the offer or extend the Offer closing date at any time after the Offer opening date without notice, a consequence of which will be that the allotment date of the Shares will vary with any change in the Offer closing date.

### 7. INVESTORS FUNDS

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

If the syndicate is not fully subscribed by (3 months after approval date) or if Racing NSW refuses to register the syndicate, all application moneys held in trust, together with interest, will be returned to applicants within 10 business days.

All expenses incurred by the Promoter will be paid in full when the trust account is closed and where some of the services to be provided to the horse have not yet been rendered then funds needed to pay for those services shall be held in a separate account until paid.

### 8. OFFEROR

The Offeror is Edge Thoroughbreds Pty Ltd of PO Box 1999, Kingscliff NSW 2487 being the Authorised Representative (001310108) of Stable Connect Limited of Level 10, 60 City Rd, Southbank VIC 3006 (the holder of Australian Financial Services Licence - AFSL 336964).

### Edge Thoroughbreds Pty Ltd

Edge Thoroughbreds Pty Ltd (trading as Edge Thoroughbreds) was established in 2023 and commenced operations in 2024. Edge Thoroughbreds was registered as an Authorised Representative of Stable Connect and was placed on Racing NSW's register of Approved Promoters in June 2024. Edge Thoroughbreds was established with the direct intention of providing horse owners with integrity, outstanding customer service and value for money. Edge Thoroughbreds Pty Ltd strives to be more than just a syndicator but demonstrate an active commitment to be an "owners agent". Central to its business philosophy is the protection of the rights and needs of owners throughout their racehorse ownership experience regardless of the size of their share size.

The Directors of Edge Thoroughbreds Pty Ltd are Brendan John Nelson and Briana Kate Cicchelli.



Brendan Nelson - GAICD, RPIA (Fellow), B.Sc. & GDURP (with Distinction)         brendan@edgethoroughbreds.com.au         ph: 0475 88 88 11	With an extensive career in the public and private sector, Brendan Nelson GAICD RPIA (Fellow) brings a diverse set of skills to Edge Thoroughbreds Pty Ltd from leading the business direction and growth strategy through to stakeholder engagement. Brendan is an avid researcher of thoroughbred breeding and nicking. Along with a sheer passion for the industry, Brendan is focused on building Edge to become synonymous with integrity, trust and a premium racehorse ownership experience.
Briana Cicchelli – BJ, BA Arca/Hist         briana@edgethoroughbreds.com.au         ph: 0475 88 88 11	Having spent over 15 years directing marketing strategies at a national level, Briana's focus is on growing and establishing the Edge Thoroughbreds Pty Ltd brand as a significant player in the Australian racing industry. Briana is also focused on a high level of communication with all Edge members to ensure a premium racehorse ownership experience.

### 9. PROMOTER

The Promoter is Stable Connect Limited which holds the ASIC approved Australian Financial Services Licence No. 336964 and is an approved promoter with Racing NSW the lead regulators for racehorse syndication in New South Wales.

The Directors of Stable Connect Ltd are:

**ADAM TIMS B Comm** - Adam Tims is an Executive Director of Stable Connect Limited. Adam is a financial specialist in the provision of accounting, tax and business solutions to the thoroughbred horse industry. He is also Company secretary and Treasurer of Thoroughbred Breeders Australia (TBA) and Aushorse Marketing.

**TIM JOHNSON B Ec. LLB** - Tim Johnson is Company Secretary and Director of Stable Connect Limited. Tim has been involved in the Thoroughbred industry since a very young boy when he often walked the Moonee Valley track with his grandfather W. S (Bill) Cox. In his teenage years he keenly followed every horse his other grandfather Walter Johnson bred but in particular the champion 'Vain'. As past President of Thoroughbred Breeders Victoria (TBV) and Vice President of Thoroughbred Breeders Australia (TBA) Tim has a direct involvement in the administrative and policy development of all issues relating to the Breeding industry. Tim also operates the law practice known as Stable Legal.



### 10. SYNDICATE MANAGER

Edge Thoroughbreds Pty Ltd shall act as Syndicate Manager, as first appointee of the Owners in accordance with the provisions of the Syndicate Deed any rules regulations or guidelines made by the Lead regulator in relation to the Syndicate Manager or management of the GELDING.

The GELDING will race in the Edge Thoroughbreds colours shown below.



### 11. RACING MANAGER

The Racing Manager shall be appointed by the Syndicate Manager. The first appointee of the Syndicate Manager as Racing Manager is Brendan Nelson.

Brendan Nelson has agreed to act as Racing Manager of the Syndicate.

### 12. TRAINER

The trainer shall be appointed by the Racing Manager. The first appointee of the Racing Manager as trainer is Matthew Dunn of Matthew Dunn Racing at 154 Racecourse Road, Tygalgah NSW 2484. Matthew has agreed to train the GELDING and a copy of his acceptance letter to train the GELDING is attached.

### **13. VETERINARY REPORT**

Dr Greg Baldwin BSc BVSc MPhil has provided a veterinary report as to the suitability of the GELDING for purchase as a racehorse.



### 14. INSURANCE

The GELDING is insured until 3 July 2025 at a sum insured of \$125,000 (for 100% of the Geling). At the conclusion of the cover, the GELDING will not be reinsured and after this date each Owner of a Share must make their own insurance arrangements.

### 15. **REGISTRATION**

The Offeror will register the syndicate with the Lead Regulator within 45 days after:

- i. applications for the minimum number of interests in the syndicate are received; or
- ii. the minimum amount for the syndicate has been raised, provided this step is not required (in the above time) if the time period elapsed since the PDS was approved by the Lead Regulator is under 6 months and shares remain. In such instance the Promoter will register the syndicate with the Lead Regulator within 45 days of the final share being sold in the scheme.

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

Within 45 days after applications for the minimum number of interests in the syndicate are received or the minimum amount for the syndicate has been raised will be registered with Racing NSW.

### 16. INTERESTS OF THE OFFEROR, PROMOTER, SYNDICATE MANAGER, RACING MANAGER, THEIR DIRECTORS AND EXPERTS

- 16.1 The Offeror or the Promoter, Syndicate Manager, Racing Manager or any of their associates declares that it has never had before the date of this PDS any interest in relation to the promotion of the Syndicate or in the GELDING other than the interests detailed in this PDS.
- 16.2 The Offeror or the Promoter, Syndicate Manager, Racing Manager or any of their associates declares it has never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's sire.
- 16.3The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates do not directly influence experts such as Trainers, Veterinarians or Valuers to provide advice that is biased, nor do these experts have any commercial reason to provide advice which is biased.
- 16.4 Dr Baldwin has no interest in relation to the promotion of the Syndicate or in the GELDING except that he will receive a professional fee in connection with the provision of the Veterinary Report.
- 16.5The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates believe the price accepted by the Vendor at the fall of the hammer at the Sale is a correct value for the GELDING as is the correctness of the Veterinary Certificate provided by Dr. Baldwin.
- 16.6The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates have no knowledge of any fact or occurrence which may render the value of the GELDING or the current Veterinary Certificate materially inaccurate.
- 16.7There is nothing in the Syndicate Deed to prevent either themselves or any members, officers, directors of the Offeror, Promoter, Syndicate Manager, Racing Manager or any corporation related to any of



them or their officers from purchasing, holding, dealing in or disposing of Shares in the Syndicate, or from otherwise contracting or acting as agent or entering into or being interested in any contract or transaction whatsoever with any other of them or with any Shareholders, provided that those persons shall act, in connection with such transactions, in a fiduciary relationship of utmost good faith to Shareholders.

16.8 In the instance where the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer retain a share in the horse, the share is a commercial investment, and the appropriate fees are apportioned to the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer as they are to all shareholders.

# 17. SUMMARY OF RIGHTS AND LIABILITIES ATTACHING TO SHARES IN THE SYNDICATE AND OTHER RELEVANT INFORMATION

The full rights and liabilities attaching to Shares in the Syndicate are set out in the Syndicate Deed annexed to this PDS. Each prospective purchaser of a Share ("the Purchaser") should refer to that document for full information as he or she will be bound by its terms. Some essential points are as follows:

17.1 either the Offeror nor any person or corporation named in the Syndicate Deed nor any one on their behalf makes any representation or warranty with regard to either:

- 17.1.1 The suitability of the GELDING either for racing or, if relevant, subsequently for stud duties; or
- 17.1.2 The reliability or adequacy of any insurance cover either arranged for the benefit of the Owners or referred to in either this PDS or the Syndicate Deed.

Each Purchaser of a Share must acknowledge entering into the Syndicate at his or her own risk and being aware that investment in the racing of thoroughbred horses is highly speculative.

- 17.2 Prizes
  - (a) The Owner of each Share shall be entitled to a pro-rata share of net prize money and bonuses earned by the GELDING from racing, as provided in the Syndicate Deed.
  - (b) Any trophy, sash, voucher (excluding breeders owners bonus scheme vouchers) or similar prizes won by the GELDING will be the sole ownership of the Offeror.
  - (c) The entitlements of the Owner are subject to the default provisions of the Syndicate Deed.
- 17.3 Costs
  - (a) The Owner of each share shall be liable for a pro-rata share of costs associated with operating the Syndicate and racing the GELDING, including, but not limited to, insurance, transport, veterinary, agistment, breaking-in, pre-training and racing expenses, as provided for in the Syndicate Deed.
  - (b) Investors should be aware that it is estimated the annual cost of operating the Syndicate (including training, racing, management and compliance) should not exceed an average of Four Hundred and Fifty dollars (\$450) per month, per 10% share however, this is an estimate only, as the actual cost will depend on many variable factors which are not possible either to forecast or foresee at this time.
  - (c) Expenses in future years may increase on those stated in this PDS.



- 17.4 Sale
- (a) In the event of either the sale of the GELDING or any ownership interest in the GELDING, or the sale of Shares by any of the Owners, a Commission of five percent (5%) will be applicable to be paid to Edge Thoroughbreds Pty Ltd.
- (b) In the event the Syndicate Manager receives an offer from a party who is not an Owner to purchase part, or all of the GELDING then pursuant to the Syndicate Deed if a majority being 60% of Owners accept the offer, then the minority 40% are compelled to sell pursuant to the offer made. If one Owner owns 40% or more of the HORSE, a resolution of at least 75% is needed.
- 17.5 Prior to committing to invest, an Owner may elect to have the horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by the requesting Owner.
- 17.6A procedure for handling internal complaints is provided by the provisions of clause 9 of the Syndicate Deed, which includes the right of an Owner, in certain circumstances, to have the dispute referred to the Australian Financial Complaints Authority ("AFCA") or any other such authority that make take its place, for determination by conciliation or arbitration. Edge Thoroughbreds Pty Ltd is a member of the AFCA (membership number 104380).
- 17.7 Investors should be aware that the Offeror, Promoter, Racing Manager and or Syndicate Manager may acquire Shares in the Syndicate and that they may acquire any number of shares.

### 18. MARKETABILITY OF SHARES

An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with an Information Memorandum prepared by the Syndicate Manager in accordance with the provisions of the Syndicate Deed.

In addition, there are restrictions contained in the Syndicate Deed on the transfer of Shares. There will be no ready market for the shares. Each owner should consider the subscription as a long-term investment.

### 19. WARNING

Investment in bloodstock must be considered to be of a speculative nature.

### 20. RISK

Fluctuations in the value and sale price of Shares should be anticipated. Factors which will influence both the value and sale price of Shares, without limitation, include:

- 20.1 That not all racehorses earn prizemoney.
- 20.2 The GELDING may die or his value be diminished as a consequence of accident, contraction of disease or natural cause.
- 20.3 Racecourse performances of the GELDING and related bloodstock.

20.4 Insurance when secured may not cover all circumstances.



- 20.5 The level of demand for related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.
- 20.6 The level of supply of related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.
- 20.7 Any change in the current conditions affecting investment in the bloodstock industry, including level of prize money and taxation benefits available to bloodstock breeders.
- 20.8 Changing conditions within the Australian economy generally.
- 20.9 The price which buyers at public auction or by private treaty are willing to pay for the GELDING if offered for sale may not reflect either the purchase price paid by the Offeror for the GELDING or the sale price of the Shares offered by this PDS.

### 21. COOLING OFF PERIOD

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



### 22. PROMOTER and OFFEROR DECLARATIONS

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

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a horse for the purpose of making an informed assessment about investment in the syndicate.

Timothy Andrew Johnson Director and duly authorised officer

I, Brendan John Nelson a director and duly authorised officer of the Offeror, Edge Thoroughbreds Pty Ltd being an Authorised Representative of Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a GELDING for the purpose of making an informed assessment about investment in the syndicate.

Brendan Nelson Director and duly authorised officer Edge Thoroughbreds Pty Ltd (ABN 46 673 813 959) being Authorised Representative (No. 001310108) of Stable Connect Limited (AFSL 336 964)



## PEDIGREE

Godfather - Arion Pedigree

### **GODFATHER** (AUS)

#### Bay Gelding

Foaled in 2020

Sire	Invincible Spirit	Green Desert	Danzig
I AM INVINCIBLE (AUS)		Rafha	Kris
2004	Cannarelle	Canny Lad	Bletchingly
		Countess Pedrille	Zoffany
Dam	Ad Valorem	Danzig	Northern Dancer
MELIORA (AUS)		Classy Women	Relaunch
2009	Sunset Boulevard	Fasliyev	Nureyev
		Miasmatic	Warning

I AM INVINCIBLE (AUS) (Bay 2004-Stud 2010), 5 wins-1 at 2, SAJC DC McKay S., Gr.3. Champion Sire in Aust. twice. Sire of 1159 rnrs, 921 wnrs, 108 SW, inc. Home Affairs (VRC Lightning S., Gr.1), Imperadiviz, In Secret, Loving Gaby, Brazen Beau, Viddora, I Am a Star, Voodoo Lad, Invincibella, Media Sensation, Lombardo, Marabi, Move to Sdivike, Oohood, Hellbent, King of Sparta, Dame Giselle, Libertini, Fiesta, Illusdivious Lad, Tiz Invincible, etc.

MELIORA, by Ad Valorem. 4 wins-1 at 2-to 1400m, A\$248,410, MRC Angus Armanasco S., Gr.2, MVRC Aquanas H., SAJC Melbourne Cup Live at Morphettville H., 2d SAJC Spring S., Gr.3, 4th MRC Kevin Hayes S., L. Half-sister to WHYPEEO. Dam of six named foals, five to race, four winners, inc:

I AM IMMORTAL (c. by I Am Invincible). 2 wins at 2, A\$280,400, MRC Blue Diamond Prelude (c&g), Gr.3, Blue Diamond Preview (c&g), L, 2d MRC WJ Adams S., L. Sire.

GODFATHER (g. by I Am Invincible). Winner. See below. Top Star Sun (c. by I Am Invincible). 2 wins-1 at 2-at 1400m, 1700m to 2023 in Japan.

Melisende (f. by Hinchinbrook). Winner at 1200m in Aust. Whymelo (f. by I Am Invincible). Raced twice. Dam of-

Rubik Kid. 2 wins at 1200m in 2024 in Singapore.

2nd dam SUNSET BOULEVARD, by Fasilyev. Raced 3 times. Dam of 9 named foals, 8 to race, 7 winners, inc:-

MELIORA (Ad Valorem). 4 wins. See above. WHYPEEO (I Am Invincible). 5 wins-1 at 2-to 1200m, A\$435,510, BRC Gold Edition P., L, Mick Dittman P., L, St Vincent's Private Hospital H., GCTC BGW

WHYPEEO (I Am Invincible). 5 wins-1 at 2-to 1200m, A\$435,510, BHC Gold Edition P., L, Mick Dittman P., L, St Vincent's Private Hospital H., GCTC BGW Group of Companies H., 2d Gold Coast Guineas, Gr.3, BRC Hinkler H., L, Memberships H., Lady Williams Memorial H., 3d BRC Sports Hub H., GCTC We are Gold Coast H., ATC Win \$10k Cash H., 4th GCTC Magic Millions Guineas, RL.
 Daindivee Road. 9 wins to 1550m, A\$290,453, ATC Tooheys New Crew H., STC Blackwoods for 3M H., Redoute's Choice H., WATC Stavros Vitsas H., Imagesource Large Format Printing H., 2d WATC Winter Championship H., Premiership Winners H., Ascend Sales Trophies H., Ryan's Quality Meats H., 3d AJC Corporate Membership H., WATC Tabtouch mobi H., Ramelius Resources H.
 Suki. 4 wins-2 at 2-to 1150m, A\$81,820, AJC Moore Park H., 3d SAJC Le Messurier Timber Company H., Yalumba H., Fred Vella Tyre & Crash Repairs H.
 Deeloraka. 3 wins at 1450m, 1600m, A\$125,260, 3d SAJC Master Builders H.

So On. 5 wins at 1100m, 1200m in Malaysia and Singapore. Endless Summer. Winner at 1200m in Aust. Dam of-

Miss Santorini. 6 wins to 1500m, A\$153,530, to 2023-24, 2d MRC Tile Importer H. The Negotiator. 4 wins at 1400m, 1750m, A\$110,225, to 2023-24 in Aust.

Keaton. Placed in Aust.

#### 3rd dam

MIASMATIC, by Warning. Raced twice. Half-sister to Tigava (dam of INETROBIL). Dam of 5 named foals, 4 to race, 3 winners, inc:-

Zedmatic. 5 wins from 1200m to 2100m, A\$88,140, 2d AJC Shame H. Cherry Tree Hill. 3 wins at 950m, 1100m in Aust.

Gold Sweep. Winner at 1600m in Aust.

#### 4th dam

Tiger Flower, by Sadler's Wells. Winner at 11/4m, 2d Newmarket Fred Archer S., L, 3d York Galdives S., L. Half-sister to AQUAKISS. Dam of 8 foals, all raced. 5 winners. inc:

Platen, 3 winners, inc. Zibeh. 3 wins at 1½m, Goodwood Merbury Catering Consultants H. Producer. Philantha. 2 wins-1 at 2-at 6f, 1m in GB and U.S.A, Newmarket John Charles Bynre 2YO S., 4th Saint-Cloud Prix Coronation, L. Tigava. Placed, 3d Deauville Prix de l'Eure. Dam of-

- INETROBIL (Bertolini). 2 wins-1 at 2-at 6f, Haydock Cecil Frail S., L, 2d Royal Ascot Albany S., Gr.3, 4th Newmarket Cherry Hinton S., Gr.2,
- Inter Hobbit (Bertolinit). 2 wins-1 at 2-at of, haydook Cecir Frait S., L. 2d Roya Ascot Albary S., Gr.3, 4th Newmarket Cherry Finiton S., Gr.2, Leopardstown Ballyogan S., Gr.3, Salisbury Dick Poole S., L. Producer.
   Mac Leader (Sagamix). 8 wins-1 at 2-from 1500m to 2400m, €139,106, Milano Premio Mirabello, Premio Albairate, Premio Ferno, Premio Adamello, Premio Ortles, Roma Premio Scanno, 2d Siracusa Premio Memorial G Francica Nava, Roma Premio Gianicolo, 3d Siracusa Premio Mediterraneo Memorial Francesco Faraci, L, Roma Premio Osorio, Premio Arma dei Carabinieri, Milano Premio Galliate, Premio Giambattista Gnutti.

Race Record: 5 Starts 1-1-0 A\$112,225. Winner at 2, A\$112,225, in 2022-23, BRC Phelan Ready S., L, 2d BRC XXXX Gold H.





# **PURCHASE INVOICE**



WILLIAM INGLIS & SON LIMITED ABN 75 000 011 307

Sydney

PO Box 388 Moorebank NSW 1875 Telephone +612 9399 7999 www.inglis.com.au

Brendan Nelson

KINGSCLIFF NSW 2487

		2024 MARCH (EARLY) ONLIN FRIDAY, 8 MARCH 2024		A	TAX INVOICE ate: 13-Mar-2024 ccount: NELSB2 mber: 30172220
<b>Lot</b> 59	Description B. Colt Godfather (AUS)	<b>Sire/Dam</b> I Am Invincible (AUS)/Meliora (A US)	Sale Price	GST	Total
	Purchase of Lot 59 at 2024 M		55,000.00	4,910.40	59,910.40
		SUBTOTAL	\$55,000.00	\$4,910.40	\$59,910.40
		TOTAL AMOUNT DUE			\$59,910.40

Payment of your account is required in accordance with the arrangements made at the time of registering with Inglis Digital



# **INSURANCE CERTIFICATE**



 NSW
 PO Box 388
 | Moorebank
 1875
 | T
 +61 2 9399 7999
 VIC
 PO Box 2415
 Greenvale 3059
 | T
 +61 3 9333 1422
 ABN 75 000 011 307
 ACN 000 011 307
 AFS 239131

### CERTIFICATE OF INSURANCE

 From:
 Harry Bennetts
 harry.bennetts@inglis.com.au

 We hereby confirm that we have arranged the insurance cover mentioned below:

Edge Thoroughbreds PO BOX 1999 KINGSCLIFF NSW 2487

 Date:
 3/07/2024

 Our Reference:
 EDGE

 NEW POLICY

\_

 Class of Policy:
 BLOODSTOCK INSURANCE

 Insurer:
 HDI Global Specialty Australia B079924UD000001

 Level 19 / 20 Martin Place Sydney NSW 2000
 ABN:

The Insured: Edge Thoroughbreds

#### Details:

See attached schedule for a description of the risk insured

 Policy No:
 HDI2770

 Invoice No:
 46066

 Period of Cover:
 From
 03/07/2024

 to
 03/07/2025
 at 4:00 pm

Page 1 of 3

#### IMPORTANT INFORMATION

The Proposal/Declaration:

is to be received and accepted by the Insurer

has been received and accepted by the Insurer

The total premium as at the above date is:

to be paid by the Insured

- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

This policy is premium funded

This certificate should be read in conjunction with your Policy Document and our Product Disclosure Statement. We hold a Binding Authority with the Insurer. This means that we as the Insurer's agent can arrage insurance without reference to them.

Thump Signature: On behalf of: Inglis Insurance Brokers

Product Disclosure Statement Godfather – 2020 - Gelding



Page 2 of 3

#### Schedule of Insurance

e en lo a al e e i me			1 490 2 01 0
Class of Policy: The Insured:	BLOODSTOCK INSURANCE Edge Thoroughbreds	Policy No: Invoice No: Our Ref:	

#### **BLOODSTOCK SCHEDULE:**

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

NAME	SIRE/DAM	COL	SEX	DOB	SUM INSURED
1. GODFATHER	I Am Invincible/Meloria	В	G	2020	\$125,000

#### USE: Flatracing

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

#### Important note regarding the Limit of Liability (Syndicators):

In the event of a claim before the horse is fully syndicated, the limit of liability will be restricted to the purchase price plus expenses actually incurred. Quantification of these expenses will be required.

#### CLAUSES ATTACHING Theft

Part Ownership Wobbler Syndrome Surgical Operations Full Premium If Loss Terrorism Exclusion Avian Flu Exclusion Hendra Virus Exclusion 12 Months Extension (annual period only) - on renewal to existing Underwriter Disclaimer Complaint Procedure Agreed Value Clause Automatic Additions Clause Coronavirus Absolute Exclusion Cyber Exclusion Endorsement

#### SPECIAL CONDITION:

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

#### IMPORTANT NOTE REGARDING UNISURED RISKS:

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

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

- You are required to, at all times, provide proper care and attention for each HORSE and; in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to the Horse, immediately at your
- own expense employ a VETERINARIAN and, if required by the Underwriters, allow removal of the HORSE for treatment.

- in the event of the death or humane destruction of the HORSE immediately at your own expense arrange for a POST MORTEM to be done by a VETERINARIAN and submit a copy of the report to underwriters as soon as possible after the death or HUMANE

DESTRUCTION of the HORSE - in the event of Illness/Injury/Death immediate notice is to be given to Inglis Insurance Brokers and we will instruct a VETERINARIAN on the Underwriters' behalf if deemed necessary - at no additional cost to you.

#### OUR PRIVACY POLICY



### Schedule of Insurance

Schedule of Insurance							
Class of Policy: The Insured:	BLOODSTOCK INSURANCE Edge Thoroughbreds	Policy No: Invoice No: Our Ref:					

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

HOW WE ARE PAID The amount of the base premium specified herein is the amount due to the underwriters.

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



## **VETERINARY CERTIFICATE**



### FIT FOR SYNDICATION

Name:	Godfather
Sire:	l Am Invincible (Aus)
Dam:	Meliora (Aus)
Description:	3 yo bay TB gelding
Microchip:	985100012181500
Brands:	nss: Fancy J oss: 43 over 0
Date:	25.07.24

On 25<sup>th</sup> July, 2024 the above-described gelding was examined for the purpose of providing a veterinary certificate for inclusion in the Product Disclosure Statement (PDS) for syndication for Edge Thoroughbred Pty Ltd.

The clinical examination included auscultation of the heart and lungs, recording of the rectal temperature, ophthalmoscopic eye examination, incisor teeth examination, forelimb and limb joint palpation and flexion test which were all within normal parameters.

In my opinion, at this time and within the confines of the examination performed, the gelding presented appears to be suitable for purchase as a racehorse and suitable for public syndication for racing purposes and mortality insurance.

At this point in time, the gelding has no abnormalities or deformities which will prevent him from racing to her full potential.

Dr Greg Baldwin BSc BVSc MPhil

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

 DR GREG BALDWIN BSc BVSc MPhil

 T
 02 6672 3898
 P
 PO BOX 355 MURWILLUMBAH NSW 2484
 ABN
 26 159 773 289

 E
 ADMIN@THERIVERSEQUINEVETS.COM.AU
 W
 WWW.THERIVERSEQUINEVETS.COM.AU



# **TRAINERS LETTER & TERMS**



4<sup>th</sup> June 2024

I, Mathew Dunn Racing herby agree to train the following horse:

This Gelding will be trained by me from my stable at Murwillumbah in accordance with my standard terms of trade at a base rate of \$109.00 plus GST per day.

I also give permission for Edge Thoroughbreds to list myself as trainer in any advertising in relation to this Gelding and confirm that I have no previous association or financial interest in this horse.

I offer this letter for inclusion in a Product Disclosure Statement promoted by Edge Thoroughbreds.

My fees notice is attached.

Kind regards,

Matthew Dunn





#### **Fees Notice**

This fee notice is intended to provide owner/s with an estimate of fees and expenses for the thoroughbreds under the care of Matthew Dunn Racing. Fees and charges are invoiced monthly in arrears. It is not possible for Matthew Dunn Racing to indicate to the Owner/s in advance the exact total monthly/yearly cost for training a horse. This is because while some fees are charged at fixed daily rate (e.g. daily training fees), others are variable (e.g. treatment for veterinary services, dentistry, transportation etc.). Also, horses vary in the rates at which they mature and progress, including while on agistment and throughout each preparation, which can influence the total of fees for a particular horse. The following fees are as the date of issue of this Fees Notice and remain so until otherwise advised by Matthew Dunn Racing.

BASIC FEES AND CHARGES @ 1st March 2024					С	HARGE		GST	٦	OTAL		
Daily Training							\$	109.00	\$	10.90	\$	119.90
Track Usage - Per Day	rack Usage - Per Day							6.00	\$	0.60	\$	6.60
Page Day Attendent (Staff)		Public H	olic	lay/Nigh	t/Sı	unday		Мо	nda	ay - Satu	day	1
Race Day Attendant (Staff)		HARGE		GST	-	TOTAL	с	HARGE		GST	1	TOTAL
Official Barrier Trials							\$	150.00	\$	15.00	\$	165.00
Murwillumbah	\$	130.00	\$	13.00	\$	143.00	\$	110.00	\$	11.00	\$	121.00
Ballina / Gold Coast	\$	140.00	\$	14.00	\$	154.00	\$	120.00	\$	12.00	\$	132.00
Beaudesert / Doomben / Eagle Farm / Ipswich	\$	160.00	\$	16.00	\$	176.00	\$	140.00	\$	14.00	\$	154.00
Casino / Lismore	\$	150.00	\$	15.00	\$	165.00	\$	130.00	\$	13.00	\$	143.00
Grafton	\$	220.00	\$	22.00	\$	242.00	\$	150.00	\$	15.00	\$	165.00
Sunshine Coast	\$	220.00	\$	22.00	\$	242.00	\$	150.00	\$	15.00	\$	165.00
Other Fees and Charges (Estimate Only)	ther Fees and Charges (Estimate Only)					С	HARGE		GST	T	OTAL	
Specialised plates charged as per Farriers invoice re inc	divid	ual require	eme	nts								
Acupuncture & Chiropractor							\$	110.00	\$	11.00	\$	121.00
Blood Count							\$	145.00	\$	14.50	\$	159.50
Dentist							\$	135.00	\$	13.50	\$	148.50
Multivitamin ( x 2 per mth)							\$	55.00	\$	5.50	\$	60.50
Pre Race treatments							\$	190.00	\$	19.00	\$	209.00
Racing Plates							\$	230.00	\$	23.00	\$	253.00
Wormer							\$	52.00	\$	5.20	\$	57.20
Veterinary - Priced per item												
Floating							С	HARGE		GST	ר	OTAL
Murwillumbah to Ballina / Gold Coast							\$	200.00	\$	20.00	\$	220.00
Murwillumbah to Beaudesert / Doomben / Eagle Farm /	lpsv	vich					\$	230.00	\$	23.00	\$	253.00
Murwillumbah to Casino / Lismore							\$	230.00	\$	23.00	\$	253.00
Murwillumbah to Grafton							\$	300.00	\$	30.00	\$	330.00
Murwillumbah to Rosehill							\$	800.00	\$	80.00	\$	880.00
Murwillumbah to Spelling Farm							\$	230.00	\$	23.00	\$	253.00
Murwillumbah to Sunshine Coast							\$	330.00	\$	33.00	\$	363.00
FLOATING COSTS - charged as per external Transport	cor	npany										

Matthew Dunn Racing / (02) 66 72 1113 / admin@matthewdunnracing.com





### FEE NOTICE

### NOTES

- 1) Veterinary charges will vary depending on treatment requirements for each horse
- 2) Charges incurred for any therapeutics, applications, tests, sampling, ointments and/or medicine applied to the horse for specific treatments will be identified on the Training Invoice issued to the Owner for reimbursement, in addition to the charge for any General Examination.
- 2 year olds may have lower costs than 3+ year olds given: (i) the level of development required to race; and (ii) the overall life cycle of the horse.
- 4) For other than emergency treatment, prior approval will be sought from the Owner where an individual treatment will likely exceed \$2,000 (incl GST) in cost.

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

- Race entry fees are not included in this Fees Notice they will be additional and depend on the race.
- All race nomination, acceptance, non-acceptance and scratching fees are set by PRAs and/or Race Clubs, and are
  passed on to the Owner/s at cost. They should be checked with each relevant PRA or Race Club

#### PRIZE MONEY ALLOCATION UNDER RULES OF RACING (INCL. AR 126 AND PRA LOCAL RULES) - current as at 1/1/2020

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

Relevant Party	NSW / ACT % Split*	VIC % Split⁺	QLD % Split <sup>±</sup>	SA % Split <sup>±</sup>	WA % Split**	TAS % Split	NT % Split <sup>±</sup>
Trainer	9.9%	9.7% (flat and jumps races)	9.9%	9.9%	10%	10%	9.9%
Jockey	4.95%	4.85% (flat races) 9.7% (jumps races)	4.95%	4.95%	5%	5%	4.95%
Owner	81.65%	82.45% (flat races) 77.6% (jumps races)	84.15%	84.15%	85%	85%	84.15%

Prizemoney also paid to: Stablehand Scheme (2%), Jockey Insurance and Welfare Scheme (1%) & Animal Welfare Fund (1.5%) Prizemoney also paid to: Jockey Welfare Fund (1%) & Equine Welfare Fund (2%)

Prizemoney also paid to: Equine Welfare Fund (1%)

Prizemoney also paid to: Jockey Welfare Fund (1%)

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

- 1) Where Matthew Dunn Racing or agent purchased the Horse, specifically for the Owner or not, or was the successful bidder on behalf of the Owner at the time of purchase, the Owner agrees to pay to Matthew Dunn Racing 5% (plus GST) commission on the gross amount of any sale price that the owner obtains for the Horse either at the end of its racing career or within 12 months of the Horse being transferred to another trainer, when the sale price is greater than the initial purchase price. This also applies to horses brought and syndicated or on sold by the Matthew Dunn Racing to the Owner group.
- Should the Horse be sold as a commercial stallion, Matthew Dunn Racing will be entitled to the right to send one mare each breeding season to the Stallion for cover for no fee together with note 1 above.

Matthew Dunn Racing • (02) 6672 1113 • admin@matthewdunnracing.com





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

Matthew Dunn Racing reserves the right to charge interest on any overdue Training Fees and/or Training Disbursements as permitted under the TOR Rules. If charged, it will be charged at the rate of 2% per month.

#### IMPORTANT NOTES

- If the Managing Owner does not object to this Fees Notice within 14 days of it being provided, the basis for charging set out is deemed to have been accepted.
- 2) To maximize the Horse's training program, there will be a need to travel to various tracks to gallop, jump out and trial the Horse which will incur additional charges such as transport. The additional charges will vary according to where we can access the best grass tracks for the Horse.
- 3) Matthew Dunn Racing may refuse to nominate, enter and accept the Horse from any trial or race where one or more members of the Owners Group are in arrears in the payment of Training Fees and Costs. Furthermore, in these circumstances, Matthew Dunn Racing will info the Managing Owner of arrears of training fees. It is the responsibility of the Managing Owner to liaise and resolve issues with Co -owners. Matthew Dunn Racing reserves the right to inform Managing Owner and Co-owners of the reason for such non-acceptance or nonentry. This clause explicitly takes precedence over the provisions of applicable Privacy Legislation.

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

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

- 1) Not process any Stable Return seeking to transfer the horse to another trainer.
- 2) Not register any transfer of the owner's share of the horse.
- 3) Freeze payment of the owner's prizemoney and direct it to the Trainer.

### ISSUED BY

Matthew Dunn,

Trainer and Director of Kingsportz PTY LTD

Trading as Matthew Dunn Racing

Signed:.....

Date: 23/02/2024

Matthew Dunn Racing • (02) 6672 1113 admin@matthewdunnracing.com