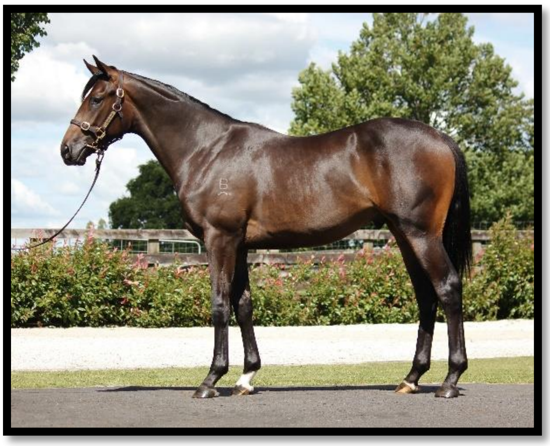
PDS

PRODUCT DISCLOSURE STATEMENT

IMPORT RACING

Real Horse Power

LEAD REGULATOR APPROVED



Named Horse: **Lava Flow**

Date of Foal: **15th September 2023**

By: **Too Darn Hot (GB)**

Out of: **She's Bobby's Girl (AUS)**

Colour/Sex: **Bay Gelding**

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 QUEENSLAND RACING INTEGRITY COMMISSION (QRIC) 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 QRIC for publication. No liability as to the contents of this Product Disclosure Statement is accepted by QRIC, its officers, employees or agents. In particular, (but without limiting the generality of this disclaimer) QRIC 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, QRIC 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.

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 Mr. David Mourad and Import Racing Pty Ltd (ACN 601 129 962) of PO Box 161 Winston Hills NSW 2153. The contact number is 0401 535 300. The Promoter's Australian Financial Services License number is 551958. All correspondence can be mailed to PO Box 161, Winston Hills NSW 2153.

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

3. The Manager
The Manager of the Syndicate will be Mr. David Mourad and Import Racing Pty Ltd.

The Manager will be required to manage the Syndicate in accordance with the terms of this PDS 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 Owners and the stables, and the provision of all administrative services.

4. Percentage of the Horse for Offer – 100% available.

5. Shares Available
There are FORTY (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 a TWO AND A HALF (2.5) % Share is $2,200 (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	Bay
Sex	Gelding
Date of Foal	15th September 2023
Sire	Too Darn Hot (GB)
Dam	She's Bobby's Girl (AUS)
Brands	7L nr sh; 1 over 3 off sh

8. Naming and Registration
The Horse is unregistered. The Horse will be named by the Owners and registered within 45 days of the Partnership/Syndicate becoming fully subscribed. Each shareholder will have the option to submit ONE (1). 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.

9. Details of Racing Performance/s of the Horse (if raced) – Raced 3YO Gelding
Race Record : 3 Starts 0-1-1 A$16,150.
Placed at 3 in 2026-27.

10. Performance Details

Sire: TOO DARN HOT (GB) – By Dubawi (IRE), from Dar Re Mi (GB) (by Singspiel (IRE))
16.0½hh | 2016 – Stud 2020 | Bay – 2026 service fee $275,000 inc. GST

6 wins from 9 starts at 2 and 3, earning approximately £1.3 million. Champion 2YO Colt in Europe and a three-time Group 1 winner.

Unbeaten in four starts at 2, his victories included the Dewhurst Stakes Gr.1, Champagne Stakes Gr.2 and Solario Stakes Gr.3. At 3 he won the Sussex Stakes Gr.1 and Prix Jean Prat Gr.1, retiring having never finished outside the placings.

A son of champion sire Dubawi and three-time Group 1 winner Dar Re Mi, Too Darn Hot has quickly established himself as one of the world's leading young stallions. His progeny include multiple Group 1 winners in both hemispheres, with worldwide progeny earnings exceeding $55 million.

His yearlings are highly sought after, selling for up to $2.2 million in Australia.

Leading Progeny

BROADSIDING – Champion Australian 2YO and multiple Gr.1 winner.

FALLEN ANGEL – Multiple Gr.1 winner including the Irish 1000 Guineas, Moyglare Stud Stakes and Prix Rothschild.

HOTAZHELL – Futurity Trophy Stakes Gr.1 winner.

TROPICUS – Oakleigh Plate Gr.1 winner.

NATIVE APPROACH – Al Quoz Sprint Gr.1 winner.

Dam: SHE'S BOBBY'S GIRL (AUS)
(Bobby's Kitten (USA) x Barcelona Girl (AUS), by Noverre (USA))

She's Bobby's Girl is an unraced daughter of Breeders' Cup Turf Sprint Gr.1 winner Bobby's Kitten and is a half-sister to Group 1 winner UNDER THE LOUVRE.

She is out of Barcelona Girl, who produced seven winners from seven runners.

LAVA FLOW is her first foal and was purchased for $250,000 at the 2025 Magic Millions Gold Coast Yearling Sale by Bjorn Baker Racing/Clarke Bloodstock.

Her second foal, a filly by IN THE CONGO, sold for $100,000 at the 2026 Magic Millions Gold Coast Yearling Sale.

Leading Family

UNDER THE LOUVRE – Winner of 9 races and over $1.8 million, highlighted by the Gr.1 Stradbroke Handicap. Also runner-up in the Gr.1 Oakleigh Plate and Gr.1 Goodwood Handicap, and placed in the Gr.1 Sir Rupert Clarke Stakes.

The pedigree combines one of the world's leading young sires in TOO DARN HOT with a proven Australian Group 1 family headed by UNDER THE LOUVRE.

11. Name of proposed Trainer and where the Horse is to be stabled

Tony Gollan – Gold Coast QLD

Tony Gollan has established himself as one of Queensland's leading thoroughbred trainers, building a highly successful racing operation based at Eagle Farm in Brisbane.

A multiple-time Brisbane Metropolitan Trainers' Premiership winner, Tony has consistently set the benchmark in Queensland racing. His stable combines experience, careful placement and attention to detail, with an emphasis on giving every horse the opportunity to reach its full potential.

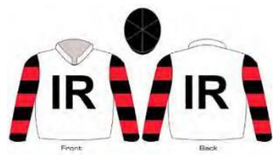
Tony has trained more than 1,500 career winners, with success ranging from metropolitan racing through to the highest level. His major achievements include Group 1 victories with horses such as Spirit of Boom, Temple of Boom, Vega One and Antino, while numerous other stable stars have enjoyed success at Group and Listed level.

The stable has produced some of Queensland's most recognisable racehorses, including Spirit of Boom, Temple of Boom, Vega One, Antino, Zoustyle, Baller and Jonker, demonstrating Tony's ability to develop quality horses across a range of distances and ages.

Operating from a strong base at Eagle Farm Racecourse, Tony is supported by an experienced team and first-class training facilities. His consistent results, proven record at the elite level and extensive knowledge of Queensland racing have established Gollan Racing as one of Australia's most successful training operations.

12. Racing Colours

The Horse will race in Import Racing Pty Ltd registered silks.
White, Black IR, Black And Red Hooped Sleeves, Black Cap



13. Proposed Ongoing Upkeep and Other Obligations

a. **Ongoing Upkeep** – the following Horse expenses are indicative and average payable monthly by each Shareholder/Owner. The ongoing upkeep of your Horse varies from month to month depending on what stage of the preparation your Horse is at, e.g. spelling, pre-training or in full work. We generally recommend that our Owners budget the below approximate amounts, which also include our Monthly Management Fee (MMF) (see Clause 13(e)).

   2.5% = $42 a week ($182 per month or $2,184 per year)
   5% = $67 a week ($290 per month or $3,484 per year)
   10% = $115 a week ($498 per month or $5,980 per year)

   Potential Investors must be aware that the Ongoing Expenses may vary at any time due to the variable times that a Horse is in work, racing or spelling. The Potential Investor should also be aware that the Ongoing Expense does not include extra-ordinary costs such as major veterinary fees relating to surgery/injury in excess of $300 which will be on charged to the Owners reflective of their shareholding, major race nominations or acceptance fees as outlined in Clause 13 (b) and all travel expenses for one (1) Import Racing representative to attend interstate featured races (outside of NSW). These costs are payable by the Owners in proportion to their share/s held in the Partnership/Syndicate. (Import Racing may be entitled to a rebate on spelling, pre-training and training fees (up to 10%) from the following service providers, Bella Jane Lodge & Cavallo Park Stud).

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

b. **Inclusions in the Ongoing Upkeep** – Nomination and acceptance fees for most races are included, except for nominations for major races such as the Auction House Sponsored races and the Black Type races, which fees are payable by the Owners in addition to the Ongoing Upkeep.

c. **Procedure of Monthly Direct Debit for Ongoing Expenses** –
i. the Manager will invoice each Owner monthly in advance for the Management Fee which will be Direct Debited on the 28th of each 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, which will be Direct Debited on the 28th of each Month.

d. **Trainers and Suppliers** fees are billed in arrears for the previous month's fees and expenses. I.e. Import Racing is invoiced by the trainers and suppliers approximately the 10th of each month for the previous month's fees and expenses. Import Racing then invoices each shareholder on or around the 20th of that month for those fees and expenses and a direct debit is scheduled on the 28th of the month to cover the previous month's trainers and suppliers bills. The same invoice from Import Racing will also include Import Racing's monthly management fee which is actually payable one month in advance as opposed to the trainers and suppliers bills explained in this paragraph.

Some of the main benefits of Import Racing 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 to train the horse, stop orders and embarrassment being caused to the syndicate by any non-paying shareholder.

The trainers' daily training rate is $157.30 includes GST.

e. **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. The $55 fee is charged per Owner regardless of how many shares are purchased.

The fee will commence from the date of signing this agreement via Thoroughbred Payments on the 28th of each month and will provide the following:

i. Regular communication with partners by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer's comments.
ii. Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
iii. Provision of general day to day administrative services, provision of pursuing overdue accounts via phone call, email or post.
iv. Providing syndicate members with Race Day DVD's (where available), track work and other update reports such as nominations, weights, acceptances, pre- race summary, Race Day services, post-race summary review, organization of disbursement of any trophies, representing the syndicate in relation to race day steward enquiries etc.
v. Arranging times and dates for syndicate members to inspect their Horses at the stables or spelling properties.
vi. Assistance with Race Day ticketing where applicable.
vii. Liaise with the financial Ombudsman office.
viii. Maintain Professional Indemnity Insurance.
ix. Naming and Registration of the Racehorse.
x. Transfers of Ownership (where applicable).
xi. Registering an Ordinary Syndicate (where applicable).
xii. Attend race meetings when applicable.

f. **Default/s** – Should any Owner neglect payment of the Ongoing Upkeep or MMF as described in Clause 13 for a period in excess of fourteen (14) days, the following may occur:

i. If payment defaults on or around the 28th of the month (when payment is due), Import Racing's Accounts Department will contact the Defaulting Shareholder via email, mail or fax to issue an Overdue 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 or fax and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a further 14 days to make contact with Import Racing's Accounts Department to finalise their outstanding account. Should payment not be received with that 14-day period, 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 month. Should payment not be received within that 14-day period, a Final Notice (Share Repossession Pending) will be issued via email or fax 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 Import 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 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. Should the Defaulting Shareholder's payments, as described in Clause 13a), b), c), d) & e), 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 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. 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.

iv. Should a payment be dishonored via monthly direct debit or direct deposit, a late fee of $15 (incl. GST) will be charged on the following month's bill.

v. If a shareholder defaults on payment and is overdue more than thirty (30) days, interest at the rate of ten (10) % per annum will be charged and invoiced on the following month's bill.

vi. Should an Owner have any accounts outstanding with Import Racing, prize earnings will be applied against their account and the difference, if any, will be distributed to their nominated account.

14. Ownership, Redemption and Withdrawal

Ownership

Each Owner of not less than five (5) % of the Horse will be entitled to have his/her name appear in the Race Book as a Co-Owner of the Horse. If a share is owned jointly by two (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 Owner hereby authorizes the Syndicate Manager to do all things required to be done by an Owner in order to conform with the requirements of this Personal Offering and the Rules of Racing, including without restriction, authority to sign on behalf of the Owner all documentation required to be lodged with the Registrar of Racehorses to give effect to any application for registration of the Horse and/or Transfer of Ownership.

Redemption and Withdrawal

Owners in this syndicate subscription 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 Upkeep and Other Obligations in Clause 13 (a), (b) and (c) and are subject to Clause 13 (f) (i), (ii), (iii), (iv) and (v). 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 and financial commitment for the life of the Syndicate. 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 reasonable 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 Promoter/Seller in accordance with the provisions of the Product Disclosure Statement. There will be no ready market for the Shares.

Neither the Syndicate Manager nor the Racing Manager will be obliged to sell a Share on behalf of an Owner. The Syndicate Manager can offer the existing Owners the resale of an Owner's share/s who is seeking to exit the Syndicate and upon reaching an agreement of resale price, Import Racing will be entitled to a 5% sales commission fee (plus gst) on the gross resale price. Import Racing or any affiliated or external participants may make an offer 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. Import Racing or any external participant may seek market to resell the share/s or keep and race the horse.

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

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

The Seller purchased 100% of the Gelding from the Inglis Digital 2026 September Early Online Sale for $55,000.00 AUD (excl. GST).

Import Racing did not receive a rebate from the Vendor/Seller and did not receive an incentive in lieu of attending a sale.

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 arrived at Cavallo Park on 9th September 2026 to commence an estimated 4 week spell before starting an estimated 6 weeks of pre-training before heading to Tony Gollan.

18. Valuation

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.

19. Veterinary Certification

A Veterinary Certificate prepared by Dr. Cris Clark BVSc (N5861), a qualified Veterinary Surgeon from Hawkesbury Equine Veterinary Centre, 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 the Owner of the Horse:*

   - Import Racing Pty Ltd 100%

2) *A Statement by the Promoter providing full particulars of the arrangement:*

   If the Horse is encumbered

   a) Import Racing has 90 days interest free credit terms with Inglis Digital. The Offeror has possession of the horse but not the title.

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

   a) Upon reaching full subscription each subscriber will receive title in the Horse.
   b) 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 with the Lead Regulator, have a legally enforceable right to the 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 any person in relation to or in connection with the acquisition or purchase of the horse and/or its syndication to investors.

21. Mortality Insurance

This Gelding is insured with Howden Insurance for mortality, theft and life-threatening surgery extension cover from 9th September 2026 to 30th September 2027. The sum insured is $88,000 AUD (incl GST) for 100% interest. A Certificate of Currency accompanies this PDS. Renewal of Insurance is at the discretion of each Owner at renewal date. Import Racing highly recommend Owners renew their insurance cover and will be advised closer to the renewal date.

In the unlikely event that the horse is stolen or deceased (and an insurance claim has been made), Import Racing will be entitled to five (5%) plus GST of the insured value. Where only a part percentage of the horse is insured, Import Racing will only be entitled to 5% plus GST of the covered amount and not the full insurance value. See examples below:

Example 1. $100,000 insurance value, insurance covered at 100% - Import Racing's entitlement is $5,500 incl. GST

Example 2. $100,000 insurance value, insurance covered at 75% - Import Racing's entitlement is $4,125 incl. GST

Import Racing is entitled to a broker's commission on purchase and/or on renewal of Mortality Insurance arranged on behalf of all participating Owners.

22. The Manager's Responsibilities

a) The Manager is Import Racing. The Director of Import Racing Pty Ltd is David Mourad. 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. Preparation of the Partnership's annual accounts in respect of the relevant financial year.

An ongoing annual Accounts Preparation Fee (APF) is payable per annum at $120 per shareholder, pro-rated at $10 per month from the date a shareholder enters this agreement. The annual APF will be charged on the 28th June each year for the previous financial year as it is much like a membership fee which is calculated on a pro-rata basis. This amount will be direct debited from the Owners nominated bank account to be credited to Import Racing's account in respect to the Partnership.

The APF is still applicable and payable upon a partnership being ceased, the death or retirement of a Horse, an Owner ceasing to exist as an Owner by way of sale or default of a share and can be direct debited from the said Owners account at that point.

This fee covers:

a) The Opening and maintaining of a separate bank account in respect of the Partnership in which the account shall be used for the deposit and payment of all moneys relating to the operation of the Partnership.
b) Payment of some accounts by all syndicate members relating to the Horse, where applicable enforcing the payment requirements under the terms of the Partnership.
c) Accounts/Bookkeeping services rendered.
d) Import Racing's accounts department paying some suppliers fees and expenses monthly, where applicable.
e) Providing or arranging for the provision of all necessary accounting, taxation and legal advice to the Syndicate.
f) 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.

g) 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

iv. 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.

v. 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.

vi. 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.

vii. 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 five (5) % plus GST sale fee of the sale price is payable by the Owners to Import 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, Import Racing will be eligible to two (2) lifetime service rights and five (5) % plus GST of the sale price (only in the event of the Horse being an entire and being retired to stud). A trainer's commission may also apply as a success fee.

Irrespective of whether or not the Syndicate Manager, being Import Racing, is voted off as the Syndicate Manager of the Horse, Import Racing will have the right to negotiate stud and breeding of the said Horse of this PDS.

Breeding fillies at the end of its career:

Where applicable, a 51% majority vote is required to retire or send a filly/mare to a good home. Import 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.

24. Meetings and Decisions

a) In the event that the Horse is a Colt/Entire and the Horse needs to be gelded, all shareholders must achieve a fifty-one (51) % majority 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 him to be gelded due to the well-being of the Horse and safety of the track riders and training staff. If the vote is tied, the Syndicate Manager has the casting vote.

b) As stated in Clause 11, the trainer is the first appointee of 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 (using their discretion) 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 as the initial trainer. The Syndicate Manager will confer with all Owners with regards to a change of trainer and may call a vote before a decision is made.

c) 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 before offering it to any other individual outside of the partnership.

d) Import 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 Owners with an interest of more than fifty (50) % in the Horse) votes for their removal. In the event where a Manager is removed or replaced, Import Racing will cease to provide the services referred to AR 63(2) of the Australian Rules of Racing. These services include:

i. entering, nominating, accepting or scratching such Horse for any race;
ii. engage a jockey to ride such Horse for any race;
iii. receive any prize money or trophy won by such Horse; or
iv. 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.

Import Racing will continue to act as Manager of the Syndicate to provide the remaining services expressed in Clause 3 of the 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 Import 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.

e) **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 Monthly 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 MMF 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 Import 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.

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 the PDS.

f) 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.

g) 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 Shareholder's account by Stakes Payment 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 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. Import Racing does not receive any percentage of prize money won under $20,000. A two-and-a- half (2.5) % success fee is payable by each shareholder from the gross prize money won greater than $20,000. This will include the prize money for breeders' bonuses or incentive scheme payments where applicable.

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 (AR57 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.

For all **non-valued** items or trophies, Import Racing conducts a draw for all Owners and once an Owner has won a particular item or trophy, then they may not participate in the next draw for a similar item or trophy until all Owners have received such an item or trophy.

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

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). All estimated costs (Agistment, Training etc.) are covered up to 30th November 2026, and the Owners take over the Ongoing Upkeep from 1st December 2026.

Expenses

Purchase Price	$ 55,000.00	
GST on Purchase Price (72.5% only)	$ 3,987.50	
Scoping	$ 250.00	
Floating from Richmond to Cavallo Park	$ 138.00	
Floating from Cavallo to Tony Gollan	$ 1,250.00	
Floating from BJL to Matt Vella	$ 138.00	
Agistment (Track Fees, Vet Stable, Vitamins, Shoeing, Drenching, Dental) 9/9 to 12/10	$ 1,632.00	
Pre-Training @ BJL 12/10 to 26/10	$ 1,565.20	
Pre-Training @ Matt 26/10 to 18/11	$ 3,314.23	
Training @ Tony Gollan 19/11 to 30/11	$ 1,980.00	
Insurance for 12 months 09/09/2026 to 30/09/2027	$ 4,113.07	
Office Expenses – Annual pro-rata estimate for approximately five horses (postage, printing, stationery, telephone, email, and SMS).	$ 2,000.00	
Advertising – Website Analysis, Social Media, Google, Campaign Monitor	$ 3,500.00	Est.
TVC & TVC Production	$ 1,700.00	Est.
Thoroughbred Sales	$ 200.00	Est.
Other - Registration & Lodging Syndicate Fee $270, PDS Fee $142, Compliance Fee $1,870, Import Racing Margin $4,950.00.	$ 7,232.00	
Total Formation Expenses: 20 Shares	$ 88,000.00	
Cost per 2.5% share	$ 2,200.00	

29. Free Service

The promoter was not entitled to a free service to its sire upon purchase of the Horse on offer.

30. Trust Account

All application monies will be held by the Promoter in a Trust Account (that is applicable for the sole purposes of this product) until the Syndicate has been fully subscribed (all subscription monies include, but is not limited to the initial share cost, and any management or training fees.)

31. Replacement PDS

If an offer has not been fully subscribed within six (6) months from the date of the initial PDS approval by QRIC, the Promoter may lodge one (1) application to replace the original PDS for a maximum term of three (3) months from the date of any approval by QRIC (herein called a "Replacement PDS").

If an offer has not been fully subscribed within the three (3) months from the date of the Replacement PDS's approval by QRIC, it is the responsibility of the Promoter to refund **all** subscription monies in accordance with the ASIC Corporations (Horse Schemes) Instrument 2016/790 (herein called "The Instrument"). In these instances, subscription monies include (but is not limited to the initial share cost, and nay management or training fees).

32. Conflict of Interest (Actual or Perceived)

At the time of purchase, there was no actual or perceived conflict of interest known to the Promoter in conjunction with the offer of this scheme.

33. Prohibited Substances

A subscriber 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 all subscribers (whether or not they elected to have the horse tested).

34. Dispute Resolution

The Promoter will endeavour to resolve any complaints in regard to the scheme. If not resolved, the Promoter will refer any such complaint to the Australian Financial Complaints Authority (AFCA). Import Racing is a member of the AFCA, member number 94645. More information can be obtained on the AFCA website at https://www.afca.org.au or by calling 1300 931 678.

35. 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.

36. Lodgment of the Product Disclosure Statement (PDS)

A copy of this PDS has been lodged by the Promoter, who is currently registered by QRIC Limited (herein called the "Lead Regulator"), 60 Kingsford Smith Drive, Albion QLD 4010, Customer First 1300 087 021 and the PDS has been approved by the Lead Regulator, pursuant to ASIC Corporations (Horse Schemes) Instrument 2016/790 (herein called "The Instrument").

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

Import Racing offers a Buy Now Pay Later (BNPL) interest free Payment Plan, which is similar to the likes of After Pay. This incentive enables Shareholders to purchase shares in the horse on offer, over 3 equal repayments.

How BNPL works:

1. A 1/3 deposit of the Share Price is payable upfront on sign up.
2. The balance of the Share Price is to be paid over 2 equal monthly instalments commencing the following month after the initial deposit is paid on sign up.
3. Interest Free Terms

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. If a Shareholder defaults, they will be issued a Default Notice giving the Defaulting Shareholder 7 days to make payment.
2. If no payment is received, the Defaulting Shareholder will be sent a Final Notice – Share Repossession Pending, giving a further 7 days to pay.
3. 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.

Promoter/Seller's Statement

The Promoter confirms that:

(a) the statements contained in this PDS in relation to the Partnership/Syndicate are true; and not misleading or deceptive 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:________________________David Mourad

Date……10.…/…09……/...2026……

DISCLAIMER

A copy of this Product Disclosure Statement (PDS) has been approved by QRIC for publication. No liability as to the contents of this RPDS is accepted by QRIC, its officers, employees or agents. In particular, (but without limiting the generality of this disclaimer) QRIC does not warrant, and has no responsibility for the commercial merits or prospects of the Horse Racing Scheme referred to in this PDS, 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, QRIC 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.

Signature of Promoter:________________________David Mourad

Date…10.…/…09……/...2026……

LAVA FLOW

Bay Gelding | Foaled in 2023

Sire **TOO DARN HOT (GB)** 2016	Dubawi	Dubai Millennium................ Seeking the Gold Zomaradah ....Deploy
	Dar Re Mi	Singspiel ....In the Wings Darara .... Top Ville
Dam **SHE'S BOBBY'S GIRL** 2018	Bobby's Kitten	Kitten's Joy.. El Prado Celestial Woods ....Forestry
	Barcelona Girl	Noverre ....Rahy Sri Lanka ....Sri Pekan

TOO DARN HOT (GB) (Bay 2016-Stud 2020). 6 wins-4 at 2, Newmarket Dewhurst S., Gr.1. Leading Second Season Sire in Aust. in 2024-25. Sire of 524 rnrs, 330 wnrs, 38 SW, inc. Fallen Angel (Curragh Moyglare Stud S., Gr.1), Broadsiding, Tornado Alert, Hotazhell, Title Role, Native Approach, Tropicus, Glacius, Darnation, Too Darn Discreet, Rivellino, Simmering, Shanwah, Afireofgidgeecoals, Bangkok Hottie, Etes Vous Prets, Too Darn Lizzie, Alyanaabi, etc.

1st dam

SHE'S BOBBY'S GIRL, by Bobby's Kitten. Unraced. Half-sister to **UNDER THE LOUVRE**, **La Pulga**. Dam of one named foal, one to race-

Lava Flow (g by Too Darn Hot) See below.

2nd dam

BARCELONA GIRL, by Noverre. Unraced. Half-sister to **MASTER HARRY**. Dam of 8 foals, 7 to race, **all winners**, inc:-

UNDER THE LOUVRE (Excellent Art) **9 wins**-2 at 2-to 1400m, A$1,816,901, BRC Stradbroke H., **Gr.1**, VRC Paris Lane S., **L**, MRC (Mornington) Hareeba S., **L**, MRC Charter Keck Cramer H., BMW 2YO H., MVRC 1print H., Jeep Don't Hold Back H., MRC (Mornington) Nepean Waste H., 2d SAJC Goodwood H., **Gr.1**, MRC Oakleigh P., **Gr.1**, VRC Bobbie Lewis H., **Gr.2**, MRC Moonga S., **Gr.3**-twice, Heath S., **Gr.3**, VRC Sofitel H., **L**, MRC Anniversary Vase, **L**, 3d SAJC Goodwood H., **Gr.1**, MRC Sir Rupert Clarke S., **Gr.1**, Bel Esprit S., **L**, MVRC Jeep Don't Hold Back H., 4th VRC Bobbie Lewis H., **Gr.2**, MRC Kevin Heffernan S., **Gr.3**. Sire.

La Pulga (Dream Ahead) **7 wins** from 1200m to 2200m, A$188,890, BRC Ascot Green H., GCTC TAB H., Ladies in Racing Magazine H., 2d BRC Premier's Cup, **Gr.3**, TAB P., GCTC Aquis H.

Barthelona. **6 wins**-1 at 2-to 1400m, A$293,020, MRC Telstra Alfred Foundation P., VRC Celebrates Women Trainers H., Country Achiever Q Scott H., MRC Grand Hotel Frankston H., Blue Star Print Group H., 2d VRC Piping Lane H., MRC Ladbrokes Odds Boost H., Bendigo JC Underground Cabling Systems H., MRC (Mornington) Thebigscreencompany.com H., 3d ATC Show Some Betiquette H., MRC Neds Toolbox H., Spicer Thoroughbreds H., MVRC Sweeney Real Estate H.

Castlecomer. **4 wins**-1 at 2-from 1100m to 1600m, A$111,625, 3d ATC All Too Hard at Vinery 2YO H.

Vigorish. **2 wins** at 1400m, 1450m, A$89,665, 2d ATC Evergreen Turf TAB Highway H.

Barcelona Express. **5 wins** to 1400m, A$140,435, to 2025-26.

Barcelona Magic. **Winner** at 1150m.

3rd dam

SRI LANKA, by Sri Pekan. **6 wins**-1 at 2-to 1400m, A$85,910, STC Canterbury Hurlstone Park RSL Club H., Manchester Unity Health Fund H., 2d STC Camden RSL H., 3d AJC Moet & Chandon P., Liquorstax H., STC Classic Hits H. Half-sister to **KEY ISSUE**. Dam of 12 foals, 11 to race, **10 winners**, inc:-

MASTER HARRY (Magic Albert) **4 wins**-1 at 2-to 1200m, A$358,150, ATC Royal Sovereign S., **Gr.2**, VRC Bob Hoysted H., **L**, Streets Ice Cream S., **L**, ATC Tab.com.au H., 2d ATC Young Professionals in Racing July Sprint H., MVRC 1300whitten.com.au Premium H., 4th ATC Starlight S., **L**. Sire.

Tabrobane. **6 wins** to 1250m, A$147,350, ATC TAB More Than Winning H.

Lieserl. **2 wins**-1 at 2-at 1100m, 1200m, A$142,600, STC Jacob's Creek Sparkling 2YO H., AJC Canadian Club H., 3d AJC Inglis 2YO Classic, UD Trucks H. Dam of-

Dreamreacher. **6 wins** to 1400m, A$272,600, BRC MM GC March Catalogue H., Martin Collins Australia H., Sky Racing P., St Rita's College H., 2d BRC Sporting Chance Cancer Foundation H., IPCQ Golden Jubilee H., Mount Franklin P., TAB Venue Mode P., Mirunners H., GCTC Commercial Kitchen Company H., 3d BRC Padua College H., Qld Tatt's RC Tattersall's Members H.

Painted Gold. **3 wins** at 1100m, 1150m, 3d ATC Anthony Cullen H. Dam of-

He is the Kiss. **2 wins** at 1550m, 1650m, A$146,210, in 2025-26, 3d BRC Gibson P.

Magic Franco. **9 wins** from 1200m to 1650m, A$114,460.

Kanavu. **3 wins** at 1200m.

Negombo. **3 wins** at 900m, 1100m.

Kandy. **2 wins**-1 at 2-at 900m, 1200m. Dam of-

Lightning Glory. **4 wins** to 1300m, A$156,750, in 2025-26, Scone RC Kia Ora H.

Outakandy. **4 wins** from 1200m to 1600m, A$120,350, to 2025-26, 3d ATC Home Affairs 2YO H.

Everlasting Stars. **4 wins** at 1000m, 1200m, A$123,600, to 2025-26, 2d BRC Become a Member H.

Queen of Kandy. **Winner** at 1400m. Dam of-

Helluva Barty. **3 wins** at 1100m, 1200m, A$341,790, BRC Magic Millions Gold Coast H., Lys Gracieux H., Mount Franklin P., 2d GCTC Magic Millions Syndicate P., SCTC Kendrick Racing H., Ipswich TC Sirromet P., 3d BRC Moreton Hire P., SCTC Double R Group H.

Dynamic One. **8 wins** from 1200m to 2100m, A$203,260, to 2026-27, 2d ATC TAB H.

4th dam

MOMENTAIRE, by Marscay. **2 wins** at 2, AJC Widden S., **L**, Sunnyside H., 2d VRC Maribyrnong P., **Gr.2**, VATC Mona Nursery S., **L**, 4th VRC Byron Moore S., **L**. Dam of 11 foals, all raced, **7 winners**, inc:-

KEY ISSUE (At Talaq) **Winner** at 2, AJC TL Baillieu H., **L**, 2d AJC Lucernvale Stud H., 3d STC Jasdell Civil Engineering 2YO H.

Race Record : 3 Starts 0-1-1 A$16,150.

Placed at 3 in 2026-27.

Silks Insurance Pty Ltd
ABN 15 639 058 718 | AR 1280952 of
Howden Equine Pty Ltd
ABN 46 091 731 225
AFS Licence No. 235666
Phone: 1300 145 830
Email: equine.aus@howdengroup.com
Web: howdeninsurance.com.au

Attention:
Company:
Email:
From: Pippa Wright

CERTIFICATE OF CURRENCY

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

Import Racing Pty Ltd
PO Box 6992
NORWEST NSW 2153

Date: 10/09/2026
Reference: IMPORTRACI

Class of Policy: Bloodstock Mortality Insurance
Insurer: DUAL Bloodstock & Equine Insurance
One Creechurch Place, LONDON EC3A 5AF
ABN:
The Insured: Import Racing Pty Ltd

Policy No: SRI0026-2026PW
Invoice No: 23121
Period of Cover:
From 9/09/2026
To 30/09/2027 at 4:00 pm

Details:
See attached schedule for a description of the risk insured

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 of Insurance is issued subject to full payment of premium together with acceptance of all health documentation required by Underwriters.

Class of Policy:	Bloodstock Mortality Insurance	**Policy No:**	SRI0026-2026PW
The Insured:	Import Racing Pty Ltd	**Invoice No:**	23121
		Our Ref:	IMPORTRACI

Bloodstock Insurance Coverage Summary and Schedule of Insurance

Insured Name: **Import Racing** and Others For Their Respective Rights and Interests

Type Of Cover: Death or humane destruction, meaning death by accident, injury, illness or disease or euthanasia by a veterinary surgeon during the period of insurance. Full details as per policy wording supplied.

Schedule of Insured Horses

Name	DOB	Sex	Use	Sire	Dam	Sum Insured	Interest
LAVA FLOW	**2023**	**Gelding**	**Racing**	**Too Darn Hot**	**She's Bobby's Girl**	**$88,000**	**100%**

Total Limit of Underwriters Liability: $88,000

Geographical Limits: Whilst anywhere in Australia / New Zealand including transit within & between said countries.

Clauses attaching to this policy:

Equine All Risks Of Mortality Form L.E. (Australia) LMA 3069 +
Theft
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920
Part Ownership Clause
Wobbler Clause NMA2878
Avian Influenza Exclusion Clause LMA5049
Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 (10/11/03)
Institute Cyber Attack Extension Clause LMA5407
Sanction Limitation Clause LMA3100A
Hendra Virus Endorsement LMA5214
Coronavirus Endorsement LMA 5391

Extensions Available (as either charged for or as agreed by Underwriters)

INCLUDED Guaranteed Renewal Clause
INCLUDED Life Saving Surgery Extension up to $15,000

In the event of a claim under the Life Saving Surgery Extension, the limit of cover stated in the schedule above is based on 100% interest and adjusted for your share. This extension is also subject to a $500 policy excess (per 100% interest and therefore also adjusted for your share interest).

Please note premium for the Life Saving Surgery Extension is earned in full by Underwriters. If your policy is cancelled, there is no return of premium for this policy extension.

Class of Policy:	Bloodstock Mortality Insurance	**Policy No:**	SRI0026-2026PW
The Insured:	Import Racing Pty Ltd	**Invoice No:**	23121
		Our Ref:	IMPORTRACI

IMPORTANT INFORMATION REGARDING HEALTH OF YOUR HORSE:

We draw your attention to Condition 1 of the policy wording. It is a condition of any bloodstock insurance policy that at the commencement of this insurance, that your horse is, with the exception only of those conditions known to you which have been completely and accurately disclosed to and accepted in writing by Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever of which you are aware or a reasonable person in the circumstances could be expected to be aware of. Please refer below for health documentation required:

Health Documentation required:

A Declaration Of Health is accepted by Underwriters for horses insured up to $100,000.

A current Veterinary Certificate of health is accepted by Underwriters for horses insured over $100,000.

If your horse is renewing with no increase in sum insured and where aged under 14 years of age, there is no requirement for any health documentation where Guaranteed Renewal is included and a previous health document has been received and agreed by Underwriters (where applicable).

For fall of hammer purchases and where Guaranteed Renewal is required, the Underwriters require a current veterinary certificate of health at inception for values over $200,000. This does not apply to yearlings, weanlings, broodmares and tried horses purchased at public auctions as follows:
William Inglis Australia, Magic Millions Australia, Karaka New Zealand, Tattersalls UK and Ireland, Keeneland USA, Fasig Tipton USA and Arqana France.

Newborn Foals – In addition to the standard foal veterinary certificate, an IgG blood result with a level of >800 mg/dl is required where insured from 24 hours of age to 29 days of age. Any foal insured for $200,000 and over is required to have a full haemogram blood count provided for acceptance by Underwriters.

FPIL (Full Premium Payable if Loss – Where a horse is insured for less than 365 days)

Should your horse be the subject of a claim and was insured for a period of less than 365 days (example, pro rata addition to policy), the balance of the full annual premium will become immediately payable in order to process your claim. A Tax Invoice will be provided for the additional premium payable (where applicable).

IMPORTANT: Notification of Claims and Incidents

In the event of death, injury or illness to your insured horse/s, it is a policy requirement that immediate notification is advised to the office of Howden Equine by contacting your usual Account Manager or by contacting our Claims Manager or Veterinary Consultant, available 24 hours a day as follows:

Fergus Deacon (Howden Claims Manager)
Email: fergus.deacon@howdengroup.com
Mobile: 0448 625 490

Professor Andrew Dart (Underwriters's consultant vet)
Email: Andrew.Dart@sydney.edu
Mobile 0412 460 041

Rating

Class of Policy:	Bloodstock Mortality Insurance	**Policy No:**	SRI0026-2026PW
The Insured:	Import Racing Pty Ltd	**Invoice No:**	23121
		Our Ref:	IMPORTRACI

This insurance is rated based upon your horse(s) sum insured requested, your share interest, age, location, health, policy period taken and your claims history. Underwriters also provide stable discounts conditional upon the number of horses / total sum insured bound. Short term policies (periods of less than 365 days) are based on a pro rata calculation or as per the short rate scale noted in the policy wording (at the discretion of Underwriters).

Complaint And/or Dispute Resolution

Clients who are not fully satisfied with our services, please contact our Complaints Officer at:

- Phone: 1300 904 503
- Email: complaints.pacific@howdengroup.com
- Writing: Level 23, 20 Bond Street, Sydney, NSW 2000
- Or by speaking to any representative of our business who will refer you to the Complaints Officer.

If an issue is not resolved, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA:

Website:	www.afca.org.au
Email:	info@afca.org.au
Phone	1800 931 678
Mail:	GPO Box 3, Melbourne VIC 3001

Underwritten By:

DUAL Bloodstock & Equine Insurance
On behalf of Swiss Re International SE, UK Branch
One Creechurch Place
LONDON EC3A 5AF
100%.

UMR: B1161S26Z5921

GOLLAN RACING

9th September 2026

To Whom It May Concern:

RE: LAVA FLOW

David Mourad from Import Racing has requested that I train LAVA FLOW, purchased on the 9th September, from the Inglis Early September Online Sale

I am pleased to be doing so and can confirm that I have no financial association or beneficial interest in this horse.

Our daily training rate at our Eagle Farm stables is $157.30 perday, inclusive of GST.

Our preferred spelling provider is Embrook Stables and their daily rate is $44.00 per day inclusive of GST.

I will be training in accordance with the Australian Trainers Associations terms and conditions.

Should you have any queries please do not hesitate to contact me on 0482801794

Kind regards,

Tony Gollan

Anthony Drew BVSc (hons)
Kylie Hardwicke BVSc (merit)
John Parbery BVSc
Cris Clark BVSc (hons)
Doug Fountain BVMS (hons)
Sally Rizzuto DVM
Arja Pontinen DVM

A.B.N 31 737 600 787
226 Hawkesbury Valley Way,
Clarendon 2756 (02) 4577 4611
office@hawkesburyequine.com.au

HAWKESBURY EQUINE
VETERINARY CENTRE

Visitng Registered Specialist Surgeons
Dr Nicholas Kannegieter BVSc Dip Vet Clin Stud PHD FAC
Dr Hadley Willsallen BVSc MANZCVSc DACVS-LA

VETERINARY REPORT - SYNDICATION

DATE: 10 September 2026

HORSES NAME: Lava Flow

SIRE: Too Darn Hot

DAM: She's Bobby's Girl

MICROCHIP #: 985100012231025

COLOUR: Bay

BRAND: NS SHOULDER: 7L OS Shoulder: 1 over 3

This is to certify that I saw the above mentioned gelding on the 10th September 2026 at the request of Import Racing. Within the limits of the examination the horse appeared to be in good health and condition. There was no pain reaction to limb flexion and no evidence of lameness at the walk or trot. No abnormalities were detected on palpation of the limbs or on auscultation of the heart and lungs. There was no evidence of infection or disease, laminitis, ataxia, or previous abdominal surgery. No specialised procedures such as endoscopy or radiography were requested or performed. Based on my examination, I find the horse suitable for syndication for racing.

Cris Clark BVSc (N5861)

This certificate has been prepared as part of the disclosure statement for the syndication of the horse described above. 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 any future interest in the horse, other than to supply a veterinary opinion of the suitability for racing. Furthermore, I am aware that this report may be used by Cavallo Park for the purposes of syndicating and selling shares in the horse described above. If you have any queries please do not hesitate to contact me.

Partnership Agreement

2023 Bay Gelding Lava Flow by Too Darn Hot (GB) out of She's Bobby's Girl (AUS)

A. The Horse Ownership

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

B. The Syndicate Manager

The Manager of the Syndicate will be Import Racing (Director: Mr. D. Mourad).

The Syndicate Manager will be required to manage the Syndicate in accordance with the terms of this Partnership Agreement (PA) 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 L 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	Bay
Sex	Gelding
Date of Foal	15th September 2023
Sire	Too Darn Hot (GB
Dam	She's Bobby's Girl (AUS)
Brand	7L nr sh; 1 over 3 off sh

D. Nature of Shareholdings

a. The Horse shall be owned by the Shareholders, the equivalent of 100%. 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. 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% = $42 a week ($182 per month or $2,184 per year)
5% = $67 a week ($290 per month or $3,484 per year)
10% = $115 a week ($498 per month or $5,980 per year)

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

The Potential Shareholder should also be aware that the average Ongoing Expense does not include extra-ordinary costs such as insurance renewal, major veterinary fees relating to surgery/injury in excess of $300 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) Import Racing Representative to attend interstate featured races (outside of NSW). These costs are payable by the Shareholders in proportion to their share/s held in the Syndicate. (Import Racing may be entitled to a rebate on spelling, pre-training and training fees (up to 10%) from the following service provider, Bella Jane Lodge & Cavallo Park Stud).

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

i. Accounts Preparation Fee (APF) - Preparation of the Partnership's annual accounts in respect of the relevant financial year will be charged on the 28th of June each year commencing from the month you enter into your agreement, unless you cease as a Shareholder prior to which you will be charged for the number of months you held your share. The APF payable per annum is $120 per shareholder, prorated at $10 per month from the date a shareholder enters this agreement.

This amount will be direct debited from the Shareholders nominated bank account to be credited to Import Racing's 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) The Opening and maintaining of a separate bank account in respect of the Partnership in which the account shall be used for the deposit and payment of all moneys relating to the operation of the Partnership.
b) Payment of some accounts by all syndicate members relating to the Horse, where applicable enforcing the payment requirements under the terms of the Partnership.
c) Accounts/Bookkeeping services rendered.
d) Import Racing's accounts department paying some suppliers fees and expenses monthly, where applicable.
e) Providing or arranging for the provision of all necessary accounting, taxation and legal advice to the Syndicate.
f) 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.
g) 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.

b. **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.

c. **Procedure of Monthly Direct Debit for Ongoing Expenses** -
i. the Manager will invoice each Owner monthly in advance for the Management Fee which will be Direct Debited on the 28th of each 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, which will be Direct Debited on the 28th of each Month.

d. **Trainers and Suppliers Fees** – fees are billed in arrears for the previous month's fees and expenses. I.e. Import Racing is invoiced by the trainers and suppliers approximately the 10th of each month for the previous month's fees and expenses. Import Racing then invoices each shareholder on or around the 20th of that month for those fees and expenses and a direct debit is scheduled on the 28th of the month to cover the previous month's trainers and suppliers bills. The same invoice from Import Racing will also include Import Racing's monthly management fee which is actually payable one month in advance as opposed to the trainers and suppliers bills explained in this paragraph.

Some of the main benefits of Import Racing 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 to train the horse, stop orders and embarrassment being caused to the syndicate by any non-paying shareholder.

The trainers daily training rate is $157.30 includes GST.

e. **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. The $55 fee is charged per Owner regardless of how many shares are purchased.

The fee will commence from the date of signing this agreement and will provide the following:

I. Regular communication with Shareholders by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer's comments.
II. Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
III. Provision of general day-to-day administrative services, provision of pursuing overdue accounts via phone call, email or post.
IV. Providing Shareholders with Race Day DVD's (where available), track work and other update reports such as nominations, acceptances, pre-race summary, Race Day services, post-race summary review, organization of disbursement of any trophies, representing the syndicate in relation to race day steward enquiries etc.
V. Arranging times and dates for Shareholders to inspect their horses at the stables or spelling properties.
VI. Assistance with Race Day ticketing where applicable.
VII. Liaise with the financial Ombudsman office.
VIII. Maintain Professional Indemnity Insurance.
IX. Naming and Registration of the Racehorse.
X. Transfers of Ownership (where applicable).
XI. Registering an Ordinary Syndicate (where applicable).

f. **Default** – Should any Shareholder neglect payment of the Ongoing Expenses as described in Clause 13a of the Product Disclosure Statement for a period in excess of fourteen (14) days, the following may occur:

i. If payment defaults on or around the 28th of the month (when payment is due), Import Racing's Accounts Department will contact the Defaulting Shareholder via email, mail or fax to issue an Overdue 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 or fax and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a further 14 days to make contact with Import Racing's Accounts Department to finalise their outstanding account. Should payment not be received with that 14-day period, 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 month. Should payment not be received within that 14-day period, a Final Notice (Share Repossession Pending) will be issued via email or fax 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 Import 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 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. 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 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 monthly fees via direct deposit are advised that should their payment be late over 2 consecutive months, they lose the privilege of paying directly and will be placed back onto our direct debit payment method which is a policy of Import 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 and is overdue more than 30 days, interest at the rate of 10% per annum will be charged and invoiced on the following month's bill.

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. **Insurance Claims** – In the unlikely event that the horse is stolen or deceased (and an insurance claim has been made), Import Racing will be entitled to five (5%) plus GST of the insured value. Where only a part percentage of the horse is insured, Import Racing will only be entitled to 5% plus GST of the covered amount and not the full insurance value. (Refer to Clause 21 of the PDS) See examples below:

Example 1. $100,000 insurance value, insurance covered at 100% - Import Racing's entitlement is $5,500 incl. GST

Example 2. $100,000 insurance value, insurance covered at 75% - Import Racing's entitlement is $4,125 incl. GST

G. Ownership, Redemption and Withdrawal

Ownership

Each Shareholder of not less than 5% of the horse will be entitled to have his/her name appear in the racebook as a co-Shareholder of the horse. 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.

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/Estimated

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) of the Product Disclosure Statement. 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 Product Disclosure Statement. There will be no ready market for the Shares.

The Syndicate Manager will not be obliged to sell a Share on behalf of a Shareholder. The Syndicate Manager can offer the existing Shareholders the resale of a Shareholder's share/s who is seeking to exit the Syndicate and upon reaching an agreement of resale price, Import Racing will be entitled to a 5% sales commission fee (plus GST) on the gross resale price. Import or any affiliated or external participants may make an offer 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. Import or any external participant may seek market to resell the share/s or keep and race the horse.

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 Import Racing. The Director of Import Racing is David Mourad. The Manager is 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, a 5% (plus GST) sale fee of the sale price is payable by the Shareholders to Import 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, Import Racing will be eligible to TWO
(2) lifetime service rights per annum for the lifetime of the standing stallion and 5% (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 Import Racing, is voted off as the syndicate manager of the Horse, Import 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 - Where applicable, a 51% majority vote is required to retire or send a filly/mare to a good home, Import 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 (PA) 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. The trainer, as stated in Clause 11 of the Product Disclosure Statement, 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 Shareholders with regards to a change of trainer before a decision is made.

iii. 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 Import 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.

iv. Import 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 50% in the Horse) votes for their removal. In the event where a Manager is removed or replaced, Import 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.

Import Racing will continue to act as Manager of the Syndicate to provide the remaining services expressed in Clause 22 of the Product Disclosure Statement. 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 Import 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 the Product Disclosure Statement.

v. 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 MMF 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 Import 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 Clause 22 (b) of the Product Disclosure Statement.

vi. 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.

vii. 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 directly into each Shareholder's account by Stakes Payment 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 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. Import Racing does not receive any percentage of prize money won under $20,000. A two- and-a- half (2.5) % success fee is payable by each shareholder from the gross prize money won greater than $20,000. This will include the prize money for breeders' bonuses or incentive scheme payments where applicable.

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 endeavour to procure the same at the best price and provide to such Owner the details off the Supplier of the trophy.

For all non-valued items or trophies, Import Racing conducts a draw for all Owners and once an Owner has won a particular item or trophy, then they may not participate in the next draw for a similar item or trophy until all Owners have received such an item or trophy.

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

Import Racing offers a Buy Now Pay Later (BNPL) interest free Payment Plan, which is similar to the likes of After Pay. This incentive enables Shareholders to purchase shares in the horse on offer, over 3 equal repayments.

How BNPL works:

1. A 1/3 deposit of the Share Price is payable upfront on sign up.
2. The balance of the Share Price to be paid over 2 equal monthly instalments commencing the following month after the initial 1/3 deposit is paid on sign up.
3. Interest Free Terms

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. If a Shareholder defaults, they will be issued a Default Notice giving the Defaulting Shareholder 7 days to make payment.
2. If no payment is received, the Defaulting Shareholder will be sent a Final Notice – Share Repossession Pending, giving a further 7 days to pay.
3. 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