



## **Dream Thoroughbreds Vocalise Syndicate**

### **Unnamed yearling Bay Colt by Dundee (NZ) Out of Vocalise**

#### **Notice to Potential Investors into this Syndicate**

You must be aware that an investment in this Syndicate is subject to investment and other risks. This PDS should not be relied upon as your sole basis for any decision to invest into this syndicate, as this PDS cannot and does not take into consideration your personal financial situation, needs or your investment objectives. Dream Thoroughbreds Pty Ltd (including any director or associate), nor any party providing services to the Syndicate, do not guarantee the success of this Syndicate, repayment of your investment or earning of any prize money.

A copy of this Product Disclosure Statement has been approved by Racing Victoria for publication. No liability as to the contents of this Product Disclosure Statement is accepted by Racing Victoria, its officers, employees or agents. In particular (but without limiting the generality of this disclaimer) Racing Victoria 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 scheme may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, Racing Victoria recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.

### **Promoter**

The Promoter of this offer, and the subject of this PDS is Dream Thoroughbreds Pty Ltd (ACN 445 663 574). Their registered address is 538 Swanston Street, Carlton, VIC 3053. The promoter is an approved promoter of the Lead Regulator - Racing Victoria, and the holder of AFSL Licence No 417218.

The Promoter has 2 directors, Mr David Azzopardi CPA and Mr Tony Dimitriadis CPA who all have over 10 years' experience in syndicate management.

### **Seller**

The Seller of this horse is Dream Thoroughbreds Pty Ltd

The colt is offered for sale under credit terms offered by Magic Millions Sales Pty Limited, and clear title will pass to Dream Thoroughbreds Pty Ltd upon settlement date.

### **Title**

Investors will obtain unencumbered title to the unnamed yearling bay colt 2016 by Dundee (NZ) out of Vocalise, upon the horse racing scheme being fully subscribed, or when the horse racing scheme becomes a live scheme.

Dream Thoroughbreds Pty Ltd assert that this horse racing scheme will become live once 40% of the shares have been sold.

Dream Thoroughbreds Pty Ltd assert that they will purchase the remaining shares in the horse racing scheme after 40% has been sold, and transfer unencumbered title to all shareholders.

Dream Thoroughbreds Pty Ltd may continue to advertise shares in the unnamed yearling bay colt 2016 by Dundee (NZ) out of Vocalise after unencumbered title has been passed.

### **Lead Regulator**

The lead regulator authorised to approved this Product Disclosure Statement is Racing Victoria,

Contact details:

400 Epsom Road, Flemington,  
Victoria, 3031  
Tel: (03) 9258 4258  
Customer First: 1300 139 401  
Fax: (03) 9258 4366  
e-mail: [licensing@racingvictoria.net.au](mailto:licensing@racingvictoria.net.au)

### **Formation of Syndicate**

The Syndicate is being formed with the principal purpose to race an unnamed yearling bay colt 2016 by Dundee (NZ) out of Vocalise, the particulars of which are detailed below:

Once formed, the horse will be owned by its Owners (as per the individual owner's level of investment).

### Horse Description

Age: Foaled 29<sup>th</sup> August 2016 (yearling)  
Sex: Colt  
Colour: Bay  
Pedigree: By Dundeel (NZ) out of Vocalise  
Name: Unnamed  
Status: Unbroken

## **Pedigree Description**

**Sire:** Dundee is a multiple Group 1 winning son of the champion sire High Chaparral.

Few horses are capable of progressing from a New Zealand 2YO maiden win to Sydney 3YO Group 1 success in five starts. Dundee did it within six months in 2012, culminating with victory in the ATC Spring Champion S. G1.

Then in the autumn of 2013 Dundee made history. He won the Group 1 Randwick Guineas over 1600 metres, then 2 weeks later he romped home by almost 7 lengths in the Group 1 Rosehill Guineas, giving him a chance to become the first horse in history to win all four Group 1 3YO races in Sydney.

Hall of Famers Phar Lap, Tulloch, Kingston Town, Strawberry Road, Octagonal, Flight and Peter Pan all won the Australian Derby but none of them won it the way Dundee did. He scored by 6 lengths, running his final 400 metres faster than world champion sprinter Black Caviar in the 1200-metre T.J. Smith Stakes on the same day.

As a 4yo, Dundee out-fought and out-sprinted the previously unbeaten Atlantic Jewel in the Group 1 MRC Underwood Stakes over 1800 metres at Caulfield in September 2013.

Dundee then returned to Sydney in the Autumn of 2014 to add three Group 1 placings to his record before he won the Group 1 Queen Elizabeth Stakes at Royal Randwick over 2000 metres at the inaugural running of The Championships.

Dundee was a champion of his generation!

**Dam:** Vocalise is a 2yo winning daughter of Redoute's Choice.

She ran 4<sup>th</sup> in the Group 3 Sweet Embrace and Group 2 Magic Night on the way to a start in the 2013 Golden Slipper before she was injured and didn't start.

She is also from the same Dam line that has produced the Group 1 winner in Serenade Rose.

This is her second foal.

## **Pedigree Summary: (Lenny Russo - director of Bluegrass Bloodstock)**

**Lovely balanced colt, very athletic, short backed and in proportion, has good strength, lovely angle to the shoulder, and moves extremely well.**

**He is an outstanding specimen and is from the same cross as Mr Sneaky & Mr So and So, that has produced so many good racetrack performers.**

**Precocious sprinting Danehill line mares crossed with High Chaparral, have an outstanding success rate, especially when they are not too big, athletic and short backed. The athletic types make very good racehorses.**

**He was bought very well, and under his true value**

**He will develop into a lovely 3yo classic horse, so Get Involved!**

Horse Pedigree as per catalogue page



Account of ARROWFIELD STUD (As Agent), Scone, NSW.

**Lot 430** (66.67% GST) **BAY COLT** **Stable T 1**

Foaled 29th August 2016

Branded : nr sh; 217 over 6 off sh

Sire	High Chaparral	<b>Sadler's Wells</b> .....	Northern Dancer
<b>DUNDEEL (NZ)</b>		Kasora.....	Darshaan
2009	Stareel	Zabeel.....	Sir Tristram
		Staring.....	Fiesta Star
Dam	Redoute's Choice	Danehill .....	Danzig
<b>VOCALISE</b>		Shantha's Choice .....	Canny Lad
2010	Serenade Lily	King's Best .....	Kingmambo
		Rose of Tralee .....	<b>Sadler's Wells</b>

**DUNDEEL (NZ) (Bay 2009-Stud 2014). Horse of the Year in NZ in 2013-14. Champion 3YO in NZ in 2012-13. Champion Middle Distance Male in Australia & NZ in 2013-14. 10 wins-1 at 2-from 1200m to 2400m, Australian Derby, Gr.1, ATC Queen Elizabeth S., Gr.1, Spring Champion S., Gr.1, Randwick Guineas, Gr.1, Rosehill Guineas, Gr.1, MRC Underwood S., Gr.1. Half-brother to SP Twoezy. His oldest progeny are 2YOs.**

**1st dam**

VOCALISE, by Redoute's Choice. **Winner** at 2 at 1100m, ATC Myboycharlie at Vinery P., 4th ATC Magic Night S., **Gr.2**, Sweet Embrace S., **Gr.3**. This is her second foal. Her first foal is a 2YO.

**2nd dam**

SERENADE LILY, by King's Best. **Winner** at 1500m. Half-sister to **SERENADE ROSE, Ronchi, Star of Tralee**. Dam of 6 foals, 3 to race, **2 winners**, inc:- Flying Gift. **5 wins** from 1300m to 2000m in Malaysia.

**3rd dam**

ROSE OF TRALEE, by Sadler's Wells. **4 wins** from 1800m to 2800m, STC BCC PH. Half-sister to **ELLIE ARDENSKY, LADY SHIPLEY**, Finger of Light (dam of **FAR HOPE**), Circus Act (dam of **BRAVE ACT, JELLABY ASKHIR**). Dam of 10 named foals, all raced, **8 winners**, inc:-

**SERENADE ROSE** (Stravinsky). Champion 3YO filly in Australia in 2006. **8 wins** from 1400m to 2500m, \$1,773,635, AJC Australian Oaks, **Gr.1**, VRC Oaks, **Gr.1**, STC Arrowfield Stud S., **Gr.1**, VRC Wakeful S., **Gr.2**, Edward Manifold S., **Gr.2**, MRC Angus Armanasco S., **Gr.2**, 3d VRC Turnbull S., **Gr.1**, MRC Thousand Guineas, **Gr.1**. Dam of-

**Minnesinger** (Lonhro). **2 wins** at 1450m, 1600m, MRC Betty McDowell Elsternwick H., 2d MRC Autumn Classic, **Gr.2**.

**Entertains** (Street Cry). **3 wins** from 1350m to 1800m, \$108,760, ATC TAB Betting Season H., 2d ATC Aspiration H., **Gr.3**.

Outdoor. **3 wins** at 1300m, 1400m, 2d MVRC Slater & Gordon H. Dam of-

**Trekking** (Street Cry). **Winner** at 2 at 1100m, \$164,750, In 2016-17, 2d Canberra RC Black Opal S., **Gr.3**, 3d MVRC Red Anchor S., **Gr.3**, ATC Rosebud H., **L**, 4th MRC HDF McNeil S., **Gr.3**.

**Ronchi** (Stravinsky). **6 wins** from 1000m to 1600m, \$119,630, to 2017-18, ARC Carbine Club Trophy H., Ray White H., 2d ARC Eagle Technology S., **Gr.3**, 4th ARC Championship S., **Gr.2**, Waikato Guineas, **Gr.2**.

**Star of Tralee** (Zabeel). **2 wins** at 1600m, 2100m, 3d New Zealand St Leger, **L**, 4th Manawatu Classic, **Gr.3**.

Fusaichi Rose. **Winner** at 1600m. Dam of-

**Main Dane** (Fastnet Rock). **4 wins** at 1600m, 2000m, 2d Turffontein Derby Trial, **L**, 3d Turffontein Jubilee H., **Gr.3**.

Pride of Tralee. Unplaced. Dam of-

**Crystal Fountain** (Stravinsky). **4 wins** to 1200m to 2017-18, MVRC Get Wines Direct H., 3d Geelong RC Rosemont Stud S., **L**.

**4th dam**

**CIRCUS RING**, by High Top. Joint top filly on The 1981 European 2YO Classification. **3 wins** at 2 at 6f, York Lowther S., **Gr.2**, Ascot Princess Margaret S., **L**. Dam of 13 foals, 10 to race, **7 winners**, inc:-

**ELLIE ARDENSKY** (Slip Anchor). **2 wins** at 9f, 1 1/4m, Salisbury Upavon S., **L**.

**Syndicate Costs incurred by the Seller**

**Purchase Costs:**

Purchase of horse	\$122,667.05
Bloodstock Selection Fees	\$6,325
Scoping at sales	\$165
Vet Certificate (including Xrays)	\$1,650
Transport till 31 July 2018	\$1,100
<b>Total Purchase Costs:</b>	<b>\$131,907.50</b>

**Nomination Fees:**

BOBS Nomination Fee	\$990
BOBS Extra Nomination Fee	\$840
<b>Total Nomination Fees:</b>	<b>\$1,830</b>

**Training Fees:**

Breaking In Costs	\$3,300
Agistment and training fees till 31 July 2018	\$9,900
<b>Total Training Fees:</b>	<b>\$13,200</b>

**Insurance Cost:**

Insurance paid to 31 January 2019	\$4,625
<b>Total Insurance Fees:</b>	<b>\$4,625</b>

**Admin Fees:**

Office Expenses	\$1,100
Advertising	\$1,650
PDS Preparation, RV fees & Licence fees	\$2,087
<b>Total Admin Fees:</b>	<b>\$4,837</b>
Syndicators Margin	\$3,100.95
<b>Total Costs</b>	<b>\$159,500</b>
Cost per 5% share	\$7,975

## **Dream Thoroughbreds Vocalise Syndicate Yearling Bay Colt By Dundee (NZ) out of Vocalise**

On finalisation of the horse's racing career any funds remaining in the syndicate bank account will be divided amongst the owners (as per the individual owner's level of investment).

### **Purchase**

The unnamed horse a yearling bay colt 2016 by Dundee (NZ) out of Vocalise was offered as Lot 430 at the Gold Coast Magic Millions Yearling Sale on 11 January 2018.

It was knocked down to Dream Thoroughbreds Pty Ltd for \$115,000 exclusive of GST.

The purchase was made with 66.67% GST on the sale price, which makes for a total purchase price of \$122,667.05.

The vendor of Lot 430 was Arrowfield Stud (as agent), Scone NSW.

There is no relationship between Arrowfield Stud (as agent) and Dream Thoroughbreds Pty Ltd in the purchase of Lot 430.

Dream Thoroughbreds Pty Ltd WAS NOT paid any commission or inducement to acquire Lot 430 the unnamed horse a yearling bay colt 2016 by Dundee (NZ) out of Vocalise.

### **Insurance**

The unnamed horse a yearling bay colt 2016 by Dundee (NZ) out of Vocalise offered within this PDS has been insured by Inglis Insurance for mortality. The current period of mortality insurance expires on 31 January 2019. The cost of this current insurance policy is included in the purchase price.

Insurance will be offered to all owners in each year following the expiry of the current year's policy period. Each renewal of insurance will be invoiced to each owner (as per the individual owner's level of investment).

### **Prohibited Substances**

The unnamed horse a yearling bay colt 2016 by Dundee (NZ) out of Vocalise offered within this PDS was physically examined and x-rays checked by a qualified vet prior to the purchase, and was scoped after purchase and cleared.

A participant in this syndicate may elect to have a horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by all participants (whether or not they elected to have the horse tested)

### **Shares Available**

There are a total of Twenty (20) 5% shares being offered for sale in this syndicate of which seventeen (17) are available for purchase. Three (3) shares have been retained by the seller Dream Thoroughbreds Pty Ltd.

Shares in the Syndicate are available in 10%, 5%, 2.5% allotments

\$15,950 (inc. GST) (10%)

\$7,975 (inc. GST) (5%)

\$4,000 (inc GST) (2.5%)

Each share price includes the cost of purchase, transportation from Newmarket, Insurance paid to 31 January 2018, vet and scoping fees, licence and selection fees, advertising and marketing, PDS preparation and admin fees and **most importantly the training fees are paid up until the 31 July 2018.**

The unnamed yearling bay colt 2016 by Dundee (NZ) out of Vocalise is BOBS eligible.

The Application Monies will be held in trust by the Dream Thoroughbreds Pty Ltd on behalf of the Syndicate until the date on which the Syndicate is fully subscribed, and registered by the Lead Regulator, upon which date Dream Thoroughbreds Pty Ltd will release those monies to the Seller. In addition to the payment of the Application Monies by each Owner, monthly fees are also payable by Owners from 1 August 2018, being set at

\$400 per 10% share per month payable in advance

\$200 per 5% share per month payable in advance

\$100 per 2.5% share per month payable in advance



## **Naming and Registration**

Dream Thoroughbreds Pty Ltd will register a transfer of ownership within 45 days of the syndicate becoming fully subscribed.

## **Trainer Details**

Anthony Freedman  
Trained at Flemington & Pinecliff (Mt Eliza) VICTORIA

Anthony is the third eldest of racing's famous Freedman brothers. He has been in integral part of the vast Freedman Racing operation since the mid-1980s.

After completing Year 12 at Canberra Grammar, he joined his brothers Lee and Richard, as an assistant, at Warwick Farm in 1983. He was part of the move to Melbourne, training out of Flemington, in 1984.

Late in 1992, Anthony pioneered the Freedman brothers' first foray interstate, when he opened a stable at Randwick. In that first year in Sydney, Anthony (under Lee's licence) prepared Bint Marscay to win the 1993 Group 1 Golden Slipper Stakes at Rosehill.

Anthony, who has a keen eye for a yearling, is heavily involved in the yearling sale inspection process. It was Anthony who selected and bought Naturalism as a yearling for only \$35,000. And he also selected Mummify (\$60,000) and True Glo (\$40,000) out of the Adelaide Sales.

When Freedman's moved to Markdel, Anthony worked in partnership with Lee - specialising in the development of the two-year-olds - until Lee decided to hand in his licence in August 2011.

Freedman Racing had produced 124 Group 1 winners, starting with Miss Clipper, who won the first in 1986. The record included 5 Melbourne Cups, 4 Caulfield Cups, 4 Golden Slippers, 2 Cox Plates, 8 Derbys, 11 Oaks, 3 Newmarket Handicaps and 7 Victorian Metropolitan Trainer's Premierships.

Anthony has been head trainer since the start of the 2011-2012 season, and almost gave the brothers their sixth Melbourne Cup winner when Lucas Cranach finished a game third in the 2011 Melbourne Cup behind Dunaden.

Anthony trained his first official Group 1 winner when Mawingo won the 2012 Doomben Cup at Doomben. He finished his first season as trainer at Markdel with the impressive record of 40 city winners (49 provincial), 4 Group wins and 8 Listed wins at the healthy strike rate of 15.6 per cent. Anthony Freedman Racing was formed at the start of the 2012-2013 racing season and since then has trained over 400 winners.

Anthony has added 3 more Group 1 wins with Our Ivanhoe winning the 2017 Ranvet Stakes at Rosehill, the 2017 Myer Classic with Shoals, and he trained the quinella in the 2017 Rupert Clarke Stakes with Santa Ana Lane beating Mr Sneaky.

## **Manager**

The manager of the Syndicate will be a nominated Director of Dream Thoroughbreds Pty Ltd.

The Manager will be required to manage the Syndicate in accordance with the terms of any rules, regulations or guidelines made by the Lead Regulator 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 and trust accounts of the Syndicate.

Opening and maintaining a separate bank account in respect of the Syndicate which account shall be used for the deposit and payment of all moneys relating to the operation of the Syndicate.

## **Fees and Other Obligations**

### *a. Monthly Fee*

- i. Each Owner must pay a monthly fee in respect of the maintaining, training and racing of the Horse. Dream Thoroughbreds Pty Ltd has determined that the monthly fee which each Owner must pay is \$400 (10%) or \$200 (5%) or \$100 (2.5%) per month for each share.
- ii. This Anticipated Monthly Fee includes: "Full Training" fees which are currently \$125.00 per day plus GST; and
- iii. "Agistment" fees which are currently \$29 per day plus GST
- iv. Management Fee payable to Dream Thoroughbreds Pty Ltd for the maintenance of administration of this syndicate

Due to the variability of periods of time in work, racing and spelling the Monthly Fee is an amount for each Owner to budget. Potential investors must be aware that the Monthly Fee may vary from year to year, in line with increased costs of maintaining, training, and racing the horse within this syndicate. eg Training and Vet fees associated with older horses are higher to the extra maintenance required on their joints to perform at the peak of their ability.

Any increase in monthly fee will be advised to all owners by email 1 month before the increase will take effect.

Potential investors should also be aware that the Monthly Fee does not include raceday costs which includes strapper fees, floating charges, scratching and acceptance fees, and other raceday specific charges, extra-ordinary costs such as veterinary fees relating to surgery/injury, nomination and acceptance fees for stakes races, interstate float fees and flights which are payable by the Owners in proportion to their shareholding in the Syndicate.

The monthly fee is payable in advance, and is not refundable by the Manager.

Where the monthly fee is paid yearly in advance, and the horse within this syndicate ceases to be managed or raced by the Manager during the year, any monthly fees paid in advance from the last day of the month of the syndicated horse's retirement, sale or death shall be refunded to each owner in full within 30 days of the end of the month in question.

### *b. Inclusions in Monthly Fee*

Training and Vet fees charged in the normal course of preparing a horses for raceday.

Where costs above are not included in the monthly fee, these are offset against prizemoney where possible, and net prizemoney is then distributed to owners.

### *c. Sale Fee*

Should the Horse be sold during its racing career or upon immediate retirement, potential investors should be aware that the Trainer, Manager, Bloodstock Agent or Dream Thoroughbreds Pty Ltd may act as agent in this situation. If the Horse is sold whilst within the care of the Trainer, Manager, Bloodstock Agent or Dream Thoroughbreds Pty Ltd, an agency commission of up to 10% of the proceeds of sale after the deduction of expenses directly relating to the sale of the Horse, including commission.

### *d. Management Fee*

A management fee is built into the monthly fee, to offset costs in managing and administration of each syndicate. The management fee will vary from year to year, due to increases in management or administration costs.

The management fee included in the monthly fee is estimated to equal \$25 per month per 10% share.

### *e. Default of Fees*

Should any Owner neglect payment of the ongoing monthly fees in accordance with section a above for more than 60 days, then Dream Thoroughbreds Pty Ltd as syndicate manager reserves the right to obtain a valuation from two (2) bloodstock valuers and offer the share/s to existing owners. If the existing owners decline the offer, then the manager will sell the share by public offer. Any outstanding accounts and fees incurred in the sale of the share will then be deducted from the sale proceeds and the balance paid to the defaulting owner.

If a deficient occurs the defaulting owner will be responsible for the negative balance which must be paid within 21 days to avoid further accounting and legal fees.

An interest rate of 10% accumulated daily after 60 days will be charged on overdue accounts.

#### **Variation of Fees**

The Owners acknowledge that the monthly training fees may be varied by the Trainer.

#### **Advertising**

An advertising budget is included in the syndication cost, and will include the following:

Dream Thoroughbreds Pty Ltd will lodge an advertisement on horse racing sales websites: bloodstock.com.au, racingsales.com.au, buyaracehorse.com.au, and any other web based racing sites that may offer the opportunity to sell shares.

Dream Thoroughbreds Pty Ltd will conduct an Open Day to present and parade their yearlings, which will be advertised to the public via social media forums, and will take part in Industry organised Open Day's where offered.

Dream Thoroughbreds Pty Ltd will utilise social media forums to advertise their shares. These forums often charge for their boosting of posts, which we will pay for where appropriate.

Dream Thoroughbreds Pty Ltd DOES NOT use TV advertising for the sale of shares.

#### **Prize-money**

The Syndicate Agreement sets out the manner in which any prizemoney is distributed to the Owners. In all instances, the Trainer's (10%) and Jockey's (5%) share of the prize-money is deducted and paid out directly by the Manager before the remainder of the earnings is distributed to the Owners.

Stable Bonus: The Freedman Stable deducts a further 5% share of prizemoney from all wins. This 5% deduction is used as an incentive and bonus for stable staff, and is paid out directly by the Manager before the remainder of the earnings is distributed to the Owners.

The trainer's right to a percentage of stakes continues for the period of two (2) weeks after the horse is transferred to another trainer.

All net prizemoney (after trainer and jockey percentages removed) is paid by the racing clubs and/or racing regulatory bodies directly to the Manager.

The Manager will calculate and allocate prizemoney to all individual owners based on their ownership percentage.

The prizemoney allocation is offset against any outstanding invoices you have with Dream Thoroughbreds Pty Ltd. The balance of your prizemoney after full repayment of all outstanding invoices is paid via EFT to your nominated financial institution account. Prizemoney will be paid out quarterly, in the second week of every quarter. (This allows for multiple prizemoney payments within each quarter to be aggregated)

All prizemoney in excess of any outstanding invoices is held by the Manager in trust until paid, and remains the property of each individual owner at all times.

#### **Declaration of Interests**

Where Dream Thoroughbreds Pty Ltd, or any other person associated with this Syndicate retains or acquires a Share in the Horse that Share is a commercial investment and the appropriate fees are apportioned to them as they are to all Owners.

#### **Rebates & Commissions**

Dream Thoroughbreds Pty Ltd does not accept any rebates or commissions from third parties, or service providers for the management of their syndicates.

## **Dream Thoroughbreds Obligations**

### *Registration of Syndicate*

Within 45 days of the Syndicate being fully subscribed, will register the Syndicate with the Lead Regulator.

### *Refund of Monies*

Where the syndicate has not been fully subscribed within 6 months of the date on which this PDS has been approved by the Lead Regulator – Racing Victoria, Dream Thoroughbreds Pty Ltd will repay all monies received from any person who has applied to participate in the syndicate, within 10 business days after expiry of the 6 month period.

## **Past Performance**

Dream Thoroughbreds Pty Ltd as Manager has in the past been successful in selecting horses for syndication which have had racetrack success in the past. We take every care in selecting horses to be syndicated which meet our internal selection and suitability criteria for success.

Our past racetrack success, maybe used by Dream Thoroughbreds Pty Ltd in our promotions, advertising, and marketing of new and current syndicates.

The promotion, advertising and marketing of past performance by Dream Thoroughbreds Pty Ltd (including any director or associate), nor any party providing services to the Syndicate is not a guarantee towards future racetrack success, and should not be used as a guide by potential investors towards the acceptance of this syndicate.

## **Cooling Off Period**

Investors will have a right to forfeit their share in the syndicate and to have the money they paid to acquire their share in the syndicate repaid at any time during the cooling off period. The cooling off period is 14 days from the receipt of monies from the applicant to Dream Thoroughbreds Pty Ltd.

## **Investment Risk**

Thoroughbred horse racing is a high risk venture and financial input should be treated as a speculative investment only. Potential investors in the Syndicate should be aware of possible investment risks, which may include, but are not limited to:

- Not all horses offered for syndication, proceed to a racing career.
- Not all horses offered for syndication win, are placed or earn prize-money.
- Injuries, which may require an extended recuperation period, may terminate the horse's racing career.

The investment is not recommended for investors who are unable to risk the initial outlays and ongoing commitments.

## **PROMOTER'S STATEMENT**

I have prepared this Product Disclosure Statement (PDS) in accordance with ASIC Corporations (Horse Schemes) Instrument 2016/790 and Regulatory Guide 91 and Racing Victoria's (Lead Regulator Lead Regulator Lead Regulator) published policy and the Rules of Racing for the purposes of offering to the public interests in a scheme to race the horse(s) described in the PDS on the terms and conditions described in the PDS.

I declare that the contents of the PDS are true and correct and that there are no misleading or deceptive statements or omissions. I know of no fact or occurrence which renders any statement contained in the PDS, including the Valuation or Veterinary Certificate, to be materially inaccurate.

I further declare and undertake the following:

(a) This "Product Disclosure Statement – Minimum Criteria" document is provided (in its entirety) to any investor or prospective investor of the relevant horse racing scheme.

(b) I will comply with the information required by Subdivision C of Division 2 of Part 7.9 of the Corporations Act. Located here: [http://www.austlii.edu.au/au/legis/cth/consol\\_act/ca2001172/](http://www.austlii.edu.au/au/legis/cth/consol_act/ca2001172/)

(c) All moneys received by me for the purchase price of shares or interests in the scheme from investors will be held in a separate bank account by me until the scheme is fully subscribed in accordance with the PDS.

(d) I will, within 45 days after: (i) applications for the minimum number of interests in the scheme are received; or (ii) the minimum amount for the scheme has been raised; register the scheme with the lead regulator under the Rules of Racing;

(e) Prior to the registration of the scheme as a partnership or scheme with the Lead Regulator, I will ensure that the participants in the scheme either have unencumbered title to the whole of the horse racing scheme horse(s) or lease the whole of the horse racing scheme horse(s) under a finance lease agreement in a standard form.

(f) I will include a copy of the letter (vendor release statement) from the vendor or auction house confirming that the horse has been devolved to the investors or participants in the horse racing scheme with unencumbered title, or I confirm that the vendor release statement will be provided to the lead regulator before or on registration of the scheme with the lead regulator.

(g) I have legally enforceable right to possession of the horse or that I will, before or on registration of the horse racing scheme with the lead regulator, have a legally enforceable right to possession of the horse.

(h) I will, before or on registration of the horse racing scheme with the lead regulator, ensure that the participants in the horse racing scheme will have unencumbered title to the horse.

(i) I confirm that any personal property security interest registered against the title to the horse has been released or will be released and that I 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.

(j) If the participants in the horse racing scheme lease the whole of the horse under a finance lease agreement in a standard form:

(i) a copy of the standard form of finance lease agreement; and

(ii) a statutory declaration made by the promoter that the promoter will, before or on registration of the scheme with the lead regulator, ensure that participants in the horse racing scheme lease the horse under a finance lease agreement in that standard form.

(k) if the scheme is not fully subscribed within six months after the date on which the PDS is approved by the Lead Regulator or if the Lead Regulator refuses to register the partnership or syndicate formed

under the scheme pursuant to the Rules of Racing, I will repay all moneys received from investors with interest (if any) within 10 business days after expiry of that six month period.

(l) The (Financial) Manager will be required to manage the Scheme in accordance with the syndicate agreement and any rules, regulations or guidelines made by the lead regulator in relation to such manager or management. PDS Application Page 3 of 3

(m) The PDS contains all information which potential investors and their advisers would require and reasonably expect to find in the PDS for the purpose of making an informed assessment of the financial merits and prospects of an investment in the scheme.

(n) Ensure a participant may elect to have a horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by all participants (whether or not they elected to have the horse tested).

(o) The terms of any syndicate agreement include the terms outlined within subsection (4) (The role of the (Financial) Manager) and (5) (Conditions of the exemption) of The Instrument.

(p) If I rely on the exemption in subsection (1) of The Instrument in relation to a horse racing scheme, I must comply with the conditions in subsections (7) to (14) of The Instrument in relation to the horse racing scheme.

(q) I must provide the lead regulator with a copy of all of the following in relation to the horse racing scheme:

(i) the syndicate agreement and any changes to the syndicate agreement—promptly after the syndicate agreement is entered into or the changes are made;

(ii) any finance lease agreement and any changes to the finance lease agreement—promptly after the finance lease agreement is entered into or the changes are made;

(iii) any other agreement (relevant agreement): i. establishing or affecting the scheme; or ii. that relates to the scheme and to which a participant in the scheme is a party, and any changes to a relevant agreement—promptly after the relevant agreement is entered into or the changes have been made.

(iv) each Product Disclosure Statement, before it is given to an offeree;

(v) any other information to be provided by the promoter to an offeree in relation to the scheme—before providing the information to the offeree;

(vi) any advertisement for interests in the scheme or statement that is reasonably likely to induce people to acquire interests in the scheme—before it is published.

(r) I must:

(i) not give an offeree a Product Disclosure Statement unless the promoter has received the approval of the Statement from the lead regulator.

(ii) not without the approval of the lead regulator, advertise interests in the horse racing scheme or publish any statement that is reasonably likely to induce people to acquire interests in the horse racing scheme.

(iii) provide to the lead regulator any assistance or information reasonably required by the lead regulator in relation to the promoter or the horse racing scheme.

(iv) not engage in acts or omissions in relation to the horse racing scheme unless I reasonably believe those acts or omissions are in compliance with any rules, regulations or guidelines made by the lead regulator that apply to me in relation to the horse racing scheme.

(v) provide to ASIC any assistance or information reasonably required by ASIC in relation to the promoter or the horse racing scheme.

(vi) comply with section 1017D of the Corporations Act as if interests in the horse racing scheme were a managed investment product.

When this document is approved by Racing Victoria for publication, no liability as to the contents of this document is accepted by Racing Victoria, its officers, employees or agents. In particular (but without limiting the generality of this disclaimer) Racing Victoria does not warrant, and has no responsibility for the commercial merits or prospects of the scheme referred to in this document, the manner in which the scheme may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors' financial circumstances may vary, and accordingly, Racing Victoria

recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.

**I acknowledge that this declaration is true and correct, and I make it with the understanding and belief that a person who makes a false declaration is liable to the penalties of perjury.**

Signature of Promoter: ..... Date:.....

**DISCLAIMER**

A copy of this PDS has been lodged with Racing Victoria Limited pursuant to the Class Order issued by the Australian Securities & Investments Commission. No liability as to the contents of this PDS is taken by Racing Victoria, its officers, employees or agents.

In particular (but not without prejudice to the generality of this disclaimer) Racing Victoria Limited does not warrant, and has no responsibility for, the commercial merits of the scheme referred to in the PDS, the manner in which the Syndicates / Partnerships are operated, or the taxation advantages (if any) to which the Scheme may give rise.

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

Signature of Promoter: ..... Date:.....

## **How to apply for a Share in the Syndicate**

Applications to acquire a Share in the Syndicate will only be accepted on the Application Form attached. The Application Form must be fully completed.

Application Forms must be accompanied by payment in Australian dollars for an amount equal to the Application Monies. Cheques must be made payable to "Dream Thoroughbreds Pty Ltd Trust Account" and crossed "Not Negotiable".

Payment will be accepted by Electronic Funds Transfer to:

ANZ Bank  
Dream Thoroughbreds Pty Ltd Trust Account  
BSB 013 259  
A/C 1932 55084

Applications must be for a minimum of one Share(s) in the Syndicate. Applications may be made for additional Shares in the Syndicate in multiples of one.

The completed Application Form, together with Application Monies, must be returned to the Dream Thoroughbreds by mail or delivery to the following address:

Dream Thoroughbreds Pty Ltd  
PO Box 126  
Carlton South VIC 3053

An Application constitutes an offer by the Applicant to subscribe for a Share in the Syndicate on the terms and subject to the conditions set out by Dream Thoroughbreds Pty Ltd. Dream Thoroughbreds Pty Ltd reserves the right to reject any Application, including but not limited to Applications that have been incorrectly completed, or are accompanied by cheques that are dishonoured or have not cleared.



## APPLICATION FORM

# Dream Thoroughbreds Vocalise Syndicate by Dundee (NZ) out of Vocalise

Complete in block letters & return to Dream Thoroughbreds Pty Ltd. You are advised to keep a copy for your records

Surname: Dr/Mr/Ms/Mrs/Miss .....  
(One name ONLY to be entered)

Given Names .....

Address .....

State ..... Postcode .....

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

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

Mobile ..... Fax .....

Email .....

Twitter Username .....

Owners I.D Number (if known) .....  
(Will be provided once Horse is Registered/Named for first time Owners)

Number of Shares applied for: .....

Total Cost of Share Application: ...\$. ..... Reference Code used for payment: .....

This share will/will not be held in a Syndicate name.

Syndicate Name: .....(if applicable)

**Horse Name Suggestion:** .....

I hereby agree to become an Owner in the abovementioned Syndicate on the basis that I will have ..... share (s).

By Signing this agreement I agree and declare that:

1. I have read, understood the conditions of this syndicate and agree to be bound by the Rules of Racing.
2. I am not under any disqualification or other disability under the Rules of Racing.
3. I am over the age of eighteen years.
4. I am not an undischarged bankrupt.
5. I agree for my contact details to be supplied to the other Owners in this Partnership.
6. I acknowledge that I have had the opportunity to obtain independent legal and financial advice relative to my acquisition of shares in the Syndicate.

I hereby give ..... the authority to sign the original official registration papers of this Horse for my share on my behalf.

..... Name of Owner

..... Signature of Owner

...../...../..... Date