



## Product Disclosure Statement (“PDS”)

---

For the sale of shares in **SILENT SEA - 4YO Bay Mare, foaled 2013**  
by **POET’S VOICE (GB)** from **SABKHA (USA)**.

**Dynamic Syndications – (Dean Watt Thoroughbreds Pty Ltd t/as)**  
**Promoter and Syndicate Manager – AFSL 336808**

Office address: Suite 1, 15-17 Forrest Road, HURSTVILLE, NSW, 2220.

Postal address: PO Box 2324, TAREN POINT, NSW, 2229

Telephone: 02 9587 1511; Facsimile: 02 9587 1522.

Email: [info@dynamicsyndications.com.au](mailto:info@dynamicsyndications.com.au); website: [www.dynamicsyndications.com.au](http://www.dynamicsyndications.com.au)

**Important notice to prospective investors**

The information set out in this PDS is not and must not be regarded as advice, or a recommendation or opinion in relation to the Syndicate, or that an investment in the Syndicate is suitable. This PDS does not take into account your investment objectives, financial situation and particular needs. You should, before investing, consider the appropriateness of doing so, having regard to your own objectives, financial situation or needs.

**Warning:** This document was compiled by Macquarie Legal Practice for Dynamic Syndications and is subject to Copyright©. Copying any part of it is prohibited and is therefore illegal and may expose you to legal proceedings unless you have the consent of Dynamic Syndication and then the copy you make must be used only as permitted by the terms of the consent which will be given only for bona fide dealings or activities concerning the Syndicate to which this PDS relates.

## Contents

### SECTIONS

1.	Contents .....	1
2.	Preparation and purpose .....	3
2.	Jurisdiction .....	3
3.	Disclosure .....	3
4.	Cooling-off .....	3
5.	Statement to prospective investors as to the commercial merits of the proposal and recommendation regarding the seeking of advice .....	4
6.	Disclaimer .....	4
7.	Privacy .....	4
8.	Promoter .....	5
9.	Application Price .....	5
10.	Title, issuing and allotting of Shares.....	5
11.	Syndicate Manager.....	6
12.	Racing Manager.....	6
13.	Trainer .....	6
14.	Veterinary Report.....	6
15.	Value.....	7
16.	Insurance .....	7
17.	Taxation.....	7
18.	Interests of the Promoter, the Syndicate Manager, the Racing Manager, their directors and experts.....	7
19.	Summary of rights and liabilities attaching to Shares in the Syndicate and other relevant information .....	8
	(1) Ownership of Horse and beneficial interest in Syndicate Property.....	8
	(2) Owners entitlements to benefits .....	8
	(3) Owners liability to contribute to expenses .....	8
	(4) Remuneration of Syndicate Manager .....	9
	(5) Remuneration of Racing Manager .....	10
	(6) Trainer's responsibilities .....	10
	(7) Racing Colours.....	10
	(8) Insurance.....	11
	(9) Complaints handling .....	11
	(10) Default.....	11
	(11) Restrictions on the sale of Shares.....	11
	(12) Termination Date .....	11
	(13) Owners limited right of indemnity.....	11
	(14) No representation or warranty.....	11
	(15) PPSA .....	11
20.	Risk .....	12
21.	Glossary of Terms.....	11

22. How to invest .....	12
23. Declaration .....	13
Attachment – Confirmation of approval of Product Disclosure Statement (“PDS”) by Lead regulator .....	0
Attachment – Pedigree .....	0
Attachment – Share Application Price Calculation Sheet .....	0
Attachment – Owners Deed of Agreement .....	0
Attachment – Trainer’s Letter.....	0
Attachment – Veterinary Report .....	0
Attachment – Particulars of Insurance .....	0
Attachment – Share Application Form .....	0

## PRODUCT DISCLOSURE STATEMENT

### 1. Preparation and purpose

---

This Product Disclosure Statement (“PDS”) is dated **25th AUGUST 2017**. This PDS has been prepared by the Promoter for the offer of Shares in the thoroughbred horse to which it relates (“the Horse”).

The percentage of the Horse available for Public Promotion is: 100%

Name of Horse: <b>SILENT SEA – 4YO</b>		
Colour: <b>BAY</b>	Sex: <b>MARE</b>	Year foaled: <b>2013</b>
Sire: <b>POET’S VOICE (GB)</b>	Dam: <b>SABKHA (USA)</b>	

A copy of the pedigree of the Horse is included in this PDS as an attachment. The pedigree includes information about the race performances of the (i) Sire (ii) Dam (iii) Other Horses in the female family.

This PDS has been approved by Racing NSW (“Lead Regulator”) and a Form FS88 (PDS in-use notice) has been lodged with the Australian Securities & Investments Commission (“ASIC”). No responsibility as to the contents of this PDS is taken by the Lead Regulator, ASIC, their officers, employees or agents.

This PDS will expire 6 months from the date specified above, or such earlier date as may be determined by the Promoter (“Offer closing date”).

This PDS is available in both printed form and online in PDF format.

### 2. Jurisdiction

---

The Offer constituted by this PDS is only available to persons receiving this PDS within Australia. This PDS does not constitute an offer in any jurisdiction in which, or to any person to whom, it would be unlawful to make such an Offer. The distribution of this PDS to jurisdictions outside Australia may be restricted and persons who come into possession of this PDS should seek advice from their professional advisers and observe any possible restrictions. A failure to comply with such restrictions may violate the applicable securities law.

### 3. Disclosure

---

This PDS has been prepared by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of Shares in thoroughbred horses being syndicated for racing purposes set out in ASIC Corporations (Horses Schemes) Instrument 2016/790 effective 1<sup>st</sup> January 2017. Hereafter called Instrument 2016/790

The effect of Instrument 2016/790 is to relieve the Promoter from the disclosure requirements for the public offering of shares in a managed investment scheme set out in Chapter 7 (Part 7.9) of the Corporations Act (“the Act”). This investment is available to investors who are retail clients.

### 4. Cooling-off

---

Applicants whose applications for Shares are accepted will have a right to “Cool-off” (thereby cancelling the purchase of the Share or Shares applied for) at any time during the “Cooling-off period”.

The Cooling-off period will commence at the end of the fifth (5<sup>th</sup>) day following the day upon which notification of acceptance of applications is forwarded to those applicants whose applications for Shares

have been accepted (“the Cooling-off commencement date”) and will expire at the end of **Fifth (5<sup>th</sup>)** day thereafter (“the Cooling-off expiration date”).

An applicant who desires to Cool-off must, during the Cooling-off period, notify the Promoter in writing (by post, facsimile or email) that the applicant has elected to Cool-off, in which event the applicant will be entitled to receive a full refund of all Application Moneys paid to the Promoter.

## **5. Statement to prospective investors as to the commercial merits of the offer and recommendation regarding the seeking of advice**

---

The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for investors who are unable to risk the initial outlays and ongoing commitments.

Prospective investors should consider the primary benefits to be derived from acquiring a Share in the ownership of the Horse as being the acquisition of an entitlement to participate in racing the Horse and to a proportion of Prize money, if any.

The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS. No person is authorised to give any information or make any representations in connection with the Offer, other than the information and representations contained in this PDS.

Prior to entering into this investment, prospective investors should read this PDS in its entirety and are advised to consult their independent licensed investment adviser, legal, taxation and other professional consultants (including bloodstock consultants) in assessing the potential merits of the investment.

## **6. Disclaimer**

---

This PDS has been prepared to the best of the knowledge of the Promoter. In preparing this PDS, the Promoter has used information and opinions sourced from third parties. Those third parties do not accept any responsibility for any investment decisions or actions of investors as a result of the information and opinions provided.

In addition, neither the Promoter, nor any other party named in this PDS, nor any officer, employee, or representative of any of them:

- (a) gives any guarantee as to the future performance of the Horse, the repayment of capital, a return on investment, or the general performance of the Syndicate; or
- (b) is liable to compensate or reimburse any investor for any liabilities, costs or expenses incurred in connection with evaluating or making an investment decision regarding the Horse and the Syndicate.

## **7. Privacy**

---

We collect personal information about our investors primarily to process your application, to administer your investment and to provide you with reports.

We may also disclose your information to persons who provide services to us, or in relation to the Syndicate, or the Horse.

In addition, we may disclose your personal information:

- o if you consent to the disclosure; or

- if we are required to do so by law, or by any Principal Racing Authority.

A copy of our Privacy Policy is available upon request.

## 8. Promoter

---

The Promoter is **DYNAMIC SYNDICATIONS** (DEAN WATT THOROUGHBREDS PTY LTD T/AS) ABN 64 134 481 539 of Suite 1, 15 - 17 Forest Road, HURSTVILLE, NSW, 2220.

The Sole Director of the Promoter is **DEAN WARREN WATT**. Dean has been actively involved in the syndication and management of thoroughbred racehorses since 1984.

The Promoter is the holder of Australian Financial Services Licence – **AFSL 336808**.

## 9. Application Price

---

The Promoter is offering Shares to prospective investors at the Application Price per Share of **Two Thousand, Eight Hundred and Ninety Five Dollars: \$2,895.00 (inc GST)**.

The total ceiling value under Instrument 2016/790 for any Promotion is capped at \$500,000 (inc GST).

The total value of this Promotion is: **\$57,900 (inc GST)**

The Application Price must be paid to the Application Moneys Trust Account of the Promoter specified on the Share Application Form, and not to any other bank account, person or entity.

Full details of how the Application Price has been calculated, including the fees and charges that are included in it, are set out in the Share Application Price Calculation Sheet, which is included in this PDS as an attachment.

## 10. Title, issuing and allotting of the Shares

---

The Promoter purchased the Horse at public auction. The details of that transaction are as follows:

Name of Auction Sales Company: <b>Inglis 2017 Melbourne Autumn Thoroughbred Sale</b>		
Date of Sale: <b>25 AUGUST, 2017</b>	Sale location: <b>Oaklands VIC</b>	Lot number: <b>131</b>
Name of Seller: <b>Godolphin</b>	Sale Price: <b>\$44,000</b> <b>\$40,000 Fall Of Hammer + \$4,000 (GST)</b>	

Upon the Syndicate being fully subscribed, the Promoter will apply the Application Moneys paid by those applicants whose applications for Shares have been accepted and who have not elected to cool-off (“the Owners”) to the payment of the Sale Price and the purchase of the Share.

Upon the Promoter applying the Application Moneys, the legal and beneficial title to the Horse will pass to the Owners, in twenty (20) Shares, free of any Encumbrance, subject to the provisions of the Owners Deed of Agreement (“the Deed”). A copy of the Deed is included in this PDS as an attachment. Any reference in this PDS to a clause is to a clause of that document.

Each Share will represent a one-twentieth (1/20<sup>th</sup>), or five per cent (5%), ownership interest in the legal and beneficial title to the Horse.

The ownership of the Horse is being syndicated by the Offeror into Twenty (20) Co-Ownership Shares.

The Owner of each Share is entitled to have their name appear in the racebook as a co-owner of the Horse.

If a Share is held by 2 or more persons jointly, the Manager may require those persons to register a racing syndicate with the appropriate Racing Authority at their own cost and to hold the Share in the name of that syndicate. The registered manager of any such syndicate:

- (a) will hold the Share as trustee for the other members of that syndicate;
- (b) will represent them in all dealings relating to the ownership of the Horse; and
- (c) will be responsible for ensuring that they comply with their collective obligations as the Owner of a Share under this Deed.

In any event, the total number of registered Ownership Shares of the Horse must be no more than 20 and the total number of individual persons who hold a direct legal or beneficial interest, whether jointly or otherwise, in all of the Shares must be no more than 50 persons.

Within seven (7) days of the payment of the Sale Price, the Promoter will:

- (a) issue Shares numbered one (1) to twenty (20);
- (b) allot the Shares to the Owners; and
- (c) record the names of the Owners on the register of Owners.

Within forty-five (45) days of the Syndicate being fully subscribed, the Promoter will ensure that the Horse is registered with the Registrar of Racehorses in the names of the Owners, in accordance with the provisions of clauses 2.5, 2.7 and 4.5(h).

Each Owner of a Share will be a member of the Syndicate. The term "Syndicate" is defined in the Deed [clause 1.1]:

**Syndicate** means the arrangement evidenced by this Deed pursuant to which the Owners agree to participate in the undertaking of caring for, training and racing the Horse as a whole for their mutual benefit ("the **Common Enterprise**").

The Syndicate will operate for the period from the Commencement Date until the Termination Date ("the Term") of the Deed.

Prospective investors should be aware that the Promoter may retain Shares in the Horse and may retain any number of Shares. If the Promoter does retain any Shares, this will be disclosed to investors.

## **11. Syndicate Manager**

---

**DYNAMIC SYNDICATIONS** (DEAN WATT THOROUGHBREDS PTY LTD T/AS) ABN 64 134 481 will act as the Syndicate Manager [clause 4].

The Syndicate Manager will manage the Syndicate in accordance with the provisions of the Deed, the Rules of Racing, and any rules, regulations, or guidelines, made from time to time by the Principal Racing Authority of the state or territory in which the Horse may race.

## **12. Racing Manager**

---

**DEAN WARREN WATT** will act as the Racing Manager [clause 5].

## **13. Trainer**

---



**BRAD WIDDUP** licenced trainer at **HAWKESBURY Racecourses**, will train the Horse [clause 6.1(b)].

#### **14. Veterinary Report**

---

**Dr TIM ROBERTS, BVSc.**, of **CENTENNIAL PARK VETERINARY PRACTICE**, Performance Equine Veterinarians (“Dr Roberts”) has provided a Veterinary Report as to the suitability of the Horse for purchase as a prospective racehorse and for insurance. **Dr Roberts** is a veterinarian who specializes in the treatment of thoroughbred horses. A reference for disclosure is made, to the horse reportedly seen to wind suck. This condition will not affect the horse’s ability to race.

A copy of the Veterinary Report is included in this PDS as an attachment.

**Dr ROBERTS** has given, and has not, before the date of this PDS, withdrawn his consent to the issue of this PDS with the veterinary report being included in the form and context in which it is included.

#### **15. Value**

---

The Promoter relies on the Sale Price paid for the Horse and disclosed in Section 10 of this PDS as being its market value.

Any prospective investor requiring an independent assessment of value of the Horse, or a Share, should consult a recognised bloodstock agent as to the value of the Horse before applying for a Share.

#### **16. Insurance**

---

**NO INSURANCE** is included in this promotion. The Promoter can arranged Insurance Cover through **LOGAN LIVESTOCK INSURANCE AGENCY PTY LTD** (ABN 81 001 826 204) (“Logan Livestock”) if the investor requires insurance on their purchase. The benefit of this insurance cover will pass to the Owners of the Shares, upon the issuing and allotting of the Shares.

Prospective investors should be aware that insurance taken out by individual investors will expire twelve months from date of registration of the promotion with the Lead Regulator from which date each Owner will be responsible for procuring one’s own insurance cover, unless otherwise agreed in writing with the Syndicate Manager [clause 14.1].

#### **17. Taxation**

---

Prospective investors should obtain their own advice as to the treatment for taxation purposes of an investment in a Share.

#### **18. Interests of the Promoter, the Syndicate Manager, the Racing Manager, their directors and experts**

---

18.1 The Promoter, its Director or proposed Director’s, the Syndicate Manager, the Racing Manager, Associate or Key Employee of the Promoter has never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this Scheme or are entitled to a free service to the horse’s sire.

18.2 **No Director** or proposed director of the Promoter or the Syndicate Manager or the Racing Manager or Associate or Key Employee of the Promoter has never any interest in relation to the Horse, or the promotion of the Syndicate, other than emoluments he or she may be entitled to receive from the Promoter, the Syndicate Manager or the Racing Manager and which are detailed in this PDS.

- 18.3 **Dr Roberts** has, nor has had in the period of two years before the date of this PDS, any interest in relation to the Horse, or the promotion of the Syndicate, except that Dr Roberts will receive a fee for undertaking an examination of the Horse and providing the Veterinary Report. Dr Roberts provides veterinary services to various industry participants, which may include the person from whom the Promoter has purchased the Horse.
- 18.4 **Logan Livestock** neither has, nor has had in the period of two years before the date of this PDS, any interest in relation to the Horse, or the promotion of the Syndicate, except that Logan Livestock will receive a premium for procuring the Insurance Cover.
- 18.5 The fee payable, or agreed to be paid, to the Promoter, for services rendered by the Promoter in relation to the promotion of the Syndicate, in the period of two years before the date of this PDS, is the fee specified in the Share Application Price Calculation Sheet.
- 18.6 There is nothing in the Owners Deed of Agreement to prevent the Promoter, the Syndicate Manager, the Racing Manager, or any entity related to any of them, or their officers or employees, from purchasing, holding, dealing in, or disposing of, a Share, provided that such person must act, in connection with any such transaction, in a fiduciary relationship of utmost good faith to the Owners.

## **19. Summary of rights and liabilities attaching to Shares and other relevant information**

---

The full rights and liabilities attaching to the Shares are set out in the Deed. Prospective investors should read that document in its entirety and ensure that they fully understand all of its provisions. Some essential points are as follows:

### **(1) Ownership of Horse and beneficial interest in Syndicate Property**

The Owners:

- (a) will own the whole of the legal and beneficial title to the Horse, divided into the number of equal undivided Shares specified in Schedule 1, as tenants in common, free of any Encumbrance [save for any Security Interest granted or permitted by the provisions of the Deed] [clause 2.2(a)(i)];
- (b) will contribute the right to use their respective ownership interests in the Horse to the Syndicate to facilitate the Horse as a whole being utilised in the Common Enterprise [clause 2.2(a)(ii); and
- (c) will participate in the Common Enterprise [clause 2.2(a)(iii)].

The Syndicate Manager will hold the Syndicate Property upon trust for the Owners in the number of equal undivided Shares specified in Schedule 1, free of any Encumbrance [save for any Security Interest granted or permitted by the provisions of the Deed] [clause 2.2(b)].

### **(2) Owners entitlements to benefits**

Each Owner of a Share will be entitled to participate in the Common Enterprise and to receive distributions of Syndicate Property (including net Prize money, Owners Bonus or Incentive Scheme payments, and the value of any Trophy of significant monetary value), in the same proportion as the number of Shares held bears to the total number of Shares.

<b>MANDATORY ALLOCATION OF PRIZE MONEY UNDER THE RULES OF RACING [current at 1/1/2017]</b>				
AR90	NSW – LR72(2)	QLD – LR71A	VIC – LR32	
			Flat	Jumps

			racas	racas
Proprietor (trainer)	9.9%	10%	10%	10%
Jockey	4.95%	5%	5%	10%
Stable hand Prize money Scheme	1.5%	-	-	-
Jockey Insurance & Welfare Scheme	1%	-	-	-
Animal Welfare Fund	1%	-	-	-
Owner	81.65%	85%	85%	80%

Notes:

- (1) NSW – \$250 or over metropolitan, provincial and country.  
(2) Other states and territories may vary.

Distributions of net Prize money will be made either directly by the Principal Racing Authority, or by the Syndicate Manager [clauses 2.3, 2.4 and 3.2].

(3) **Owners liability to contribute to expenses**

Each Owner of a Share will be liable to contribute to the expenses of the Syndicate, and the Common Enterprise, in the same proportion as the number of Shares held bears to the total number of Shares [clauses 3, 4.8 and 14].

	Total annually for Syndicate	Total annually per Owner 20 Shares	Total monthly per Owner 20 Shares
<b>Payable to Syndicate Manager</b>			
Management Fee (inc GST)		\$910.80	\$75.90
<b>Payable to Trainer and other Third Party Service Providers</b>			
Expenses including (without limitation) for agistment, pre-training and training fees, race entry fees (nomination and acceptance), transportation costs, dentistry, farriery and veterinary fees, riding fees (inc GST)	\$55,000.00	\$2,750.00	\$229.10*
<b>Total</b>		<b>\$3,660.80</b>	<b>\$305.00*</b>

\*This amount will vary significantly from month to month, depending upon whether the Horse is in training, or out of training on agistment.

The Promoter estimates that the total annual cost of operating the Syndicate, and the Common Enterprise, will be as set out in the above table. This estimate of expenses does not include any allowance for extraordinary veterinary expenses, major race entry and acceptance fees, or amounts that the Owners may be required to pay to the Trainer or the jockey under clause 3.2.

(4) **Remuneration of Syndicate Manager**

<b>Compulsory Notice – required by Lead Regulator</b> <b>Information for prospective owners</b> <b>Promoters may include management fees in the Product Disclosure Statement</b>
--

Management of a horse by a promoter may be considered important to some investors as certain Promoters may have extensive experience in the industry.

Investors should consider the monthly management service and fee as detailed in the Product Disclosure Statement (or other contract or agreement) for the services provided and ask any questions of the promoter before deciding whether to proceed.

Investors should note that under usual circumstances the agreements reached to provide a management service is only for the racing career of the horse and does not extend beyond this e.g. breeding career except by separate arrangement.

The Syndicate Manager will be entitled to charge a fee for providing the services of Syndicate Manager, and will also be entitled to receive or have bestowed additional remuneration or other entitlements (subject to the proper performance of the Syndicate Manager's obligations), as follows:

**Management Fee** [clause 4.8(1)] – per Share unless otherwise specified:

- (a) Fee payable by each Owner directly to the Syndicate Manager: \$910.80 (inc GST) per annum, via monthly instalments in advance of \$75.90 (inc GST). If an Owner holds 4 or more Shares, this fee will be capped at a multiple of 2 [\$151.80 inc GST per month]. If a Share is held by 2 or more distinct joint holders as tenants-in-common, each joint holder must pay this fee.
- (b) Fee payable by the Trainer directly to the Syndicate Manager – for services provided to the Trainer by the Syndicate Manager in relation to the Horse: 7.5% of the base advertised daily training fee charged by the Trainer to each Owner proportionately for training the Horse. This fee is currently estimated at approximately **\$8.25 (inc GST)** per day, based on a daily training rate **\$100.00 (inc GST)**. This management fee (b) is borne solely by the Trainer.

**Additional remuneration**

**Percentage of Prize money and bonuses** [clause 4.8(2)(a)]:

Two per cent (2%) of all Prize money and bonuses, increasing to Five per cent (5%) when the total value of gross Prize money and bonuses won by the Horse exceeds the total value of the Shares in the Horse under this initial PDS

**Percentage of Sale Price** [clause 4.8(2)(b)]:

Five per cent (5%) of the gross Sale Price (excluding GST), at the Syndicate Manager's discretion

**Lifetime Service Right(s)** [clause 4.8(2)(c)]:

2 Lifetime Service Rights [only if Horse is an entire (male horse that has not been gelded)]

#### (5) **Remuneration of Racing Manager**

The Syndicate Manager will be solely responsible for any remuneration payable to the Racing Manager. The Racing Manager will not charge the Owners directly any fee for providing the services of Racing Manager [clause 5.3].

#### (6) **Trainer's responsibilities**

By the provisions of clause 6.2, the Owners acknowledge:

- (a) that it will be necessary for the Syndicate Manager, and the Racing Manager, from time-to-time in the normal course, to place the Horse in the care of the Trainer and other Third Party Service Providers to facilitate the Horse being properly cared for whilst on agistment, in pre-training, training and racing, including transportation, and that it will also be necessary for those Third Party Service Providers to prescribe and administer various treatments, including (without limitation) chiropractic, dentistry, farriery and veterinary;

- (b) that when the Horse is in the care of the Trainer, the Trainer will have day-to-day responsibility for the proper care of the Horse on behalf of the Syndicate Manager; and
- (c) that it will be the responsibility of the Trainer, as the agent of the Syndicate Manager, to nominate and accept the Horse for races and neither the Syndicate Manager, nor the Racing Manager, will be liable to the Owners for any act or omission on the part of the Trainer resulting in the Horse not being nominated, entered, or accepted, for any specific race, or series of races, that may be preferred by the Owners.

(7) **Racing Colours**

The Horse will race in the Racing Colours specified in Schedule 1 [clause 2.6].

(8) **Insurance**

Each Owner will be responsible for arranging one's own insurance cover. If the Syndicate Manager does procure insurance for any of the Owners, it will be as their representative (duly authorised in writing [clause 14.1(a)]).

(9) **Complaints handling**

A procedure for handling internal complaints is set out in clause 18, including the entitlement of an Owner in particular circumstances to have one's complaint referred to an External Dispute Body of which the Syndicate Manager is a member.

The Syndicate Manager is a member of the FINANCIAL OMBUDSMAN SERVICE LIMITED ABN 67 131 124 448 ("FOS") - Membership number 11316.

(10) **Default**

The entitlements of the Owners are subject to the default provisions under Clause 18, which afford the Syndicate Manager the right to both suspend a Defaulting Party's entitlements whilst in default, and a power of sale in the event that the default is not remedied within a specified period.

(11) **Restrictions on the sale or transfer of Shares**

If an Owner wishes to sell, transfer, or otherwise dispose of a Share at any time during the Term, such Owner must comply with the procedure set out in clause 12.

(12) **Termination Date**

The Termination Date of the Syndicate will be determined pursuant to clause 20.

(13) **Owners limited right of indemnity**

The Owners rights of indemnity are limited by the provisions of clauses 21 and 22.

(14) **No representation or warranty**

By the provisions of clause 27, the Owners acknowledge that, save for the statements and certificates set out in this PDS, no representation is made or warranty given by the Syndicate Manager in respect of:

- (i) the physical soundness or suitability of the Horse for racing or any other purpose;

- (ii) the adequacy or reliability of any insurance cover that may be procured by the Syndicate Manager on their behalf; or
- (iii) the future value or saleability of the Shares, or the Horse, either at any time during the Term or upon termination of the Syndicate.

(15) **Blood Testing under the Australian Rules of Racing.**

The Promoter having purchased the Horse at public auction was unable to arrange an immediate blood test for detection of any prohibited substances under the Australian Rules of Racing. No cost for testing has been included in the Application Price. A participant may in the future elect to have a horse tested with the cost of the testing to be borne equally by all participants (whether or not they elected to have the horse tested).

(16) **PPSA**

The Promoter confirms 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 syndicate with Racing NSW, and will confirm to Racing NSW that the personal property security interest has been released if applicable.

## 20. Risk

---

Prospective investors should be aware that there are inherent risks associated with the ownership and racing of thoroughbred horses, including (without limitation):

- (a) the speculative nature of the investment, which will require the Owners to incur obligations, liabilities and expense without the assurance of any financial return:
  - (i) not all horses offered for syndication progress to competing in races;
  - (ii) not all horses that do race, win or are placed, or are assured of winning any Prize money;
  - (iii) the rate at which young horses mature varies markedly, and it is not possible to predict with any degree of certainty at what age a horse will be mature enough to race;
  - (iv) injuries can be sustained which may delay or inhibit a horse's ability to race, or even prevent a horse from having a racing career at all; and
  - (v) a horse may die or its value be diminished as a consequence of accident, illness, infertility, injury, or natural cause;
- (b) if the Horse is an Entire:
  - (i) it may require gelding (the high majority of colts are gelded) as a consequence of physical or behavioural considerations in an effort to enhance racing performance; or
  - (ii) if the Horse is permitted to remain an Entire, any residual value as a stallion is not assured;
- (c) the value of the Horse and the Shares will fluctuate during the Term; and
- (d) there may be no ready market for the Shares, or the Horse, either at any time during the Term or upon termination of the Syndicate.

- (e) Insurance Cover is available for some, but not all risks associated with the ownership of thoroughbred horses [Clause 14.1 of the Deed].

## **21. Glossary of Terms**

---

Terms in this PDS will have the same meaning as in Clause 1.1 of the Deed.

## **22. How to invest**

---

All applications for Shares must be made on the applicable Share Application Form, a copy of which is included in this PDS as an attachment. Shares will not be issued on the basis of this application after the Offer closing date. The Share Application Form includes details of how to invest.

Application Moneys must be paid to the Promoter when returning the completed and signed Share Application Form, either by cheque, credit card or by EFT subject to prior arrangement with the Promoter.

The Promoter reserves the right to close the Offer or extend the Offer closing date at any time after the Offer opening date without notice.

The Promoter will hold all Application Moneys in a designated trust bank account until the Offer closing date. If less than the required number of Shares are taken up by applicants by the Offer closing date, the Syndicate will not proceed and all Application Moneys received will be returned to those applicants within 10 business days of the closing date. Any interest earned will be paid on the refunds.

## **23. Declaration**

---

I DEAN WARREN WATT, sole director of promoter DYNAMIC SYNDICATIONS (DEAN WATT THOROUGHBREDS PTY LTD T/AS) ABN 64 134 481 539, declare:

- (a) that the statements contained in this PDS are true and correct, and not misleading in their form and content; and
- (b) that this PDS contains all key information about the product which prospective investors and their advisers should require and reasonably expect to receive for the purpose of making an informed decision whether or not to invest in the product.



-----  
**DEAN WARREN WATT**

**25 AUGUST 2017**