

Dream Thoroughbreds Bing Syndicate

Unnamed 2yo Brown Colt
by Encryption Out of Lady Bing

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.

Dream Thoroughbreds Pty Ltd ACN 145 663 574 AFSL Licence No 417218
538 Swanston Street, Carlton VIC 3053
Tel: 0416 105 666 Email: sales@dreamthoroughbreds.com.au

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 2yo brown colt 2022 by Encryption out of Lady Bing, 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 2yo brown colt 2022 by Encryption out of Lady Bing after unencumbered title has been passed.

Lead Regulator

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

Contact details:

2/60 Kingsford Smith Drive, Albion,
QLD, 4010
Customer First: 1300 087 021
Fax: (07) 3220 6726
e-mail: licensing@qric.qld.gov.au

Formation of Syndicate

The Syndicate is being formed with the principal purpose to race an unnamed 2yo brown colt 2022 by Encryption out of Lady Bing, 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 14th September 2022 (2yo)
Sex:	Colt
Colour:	Brown
Pedigree:	By Encryption out of Lady Bing
Name:	Unnamed
Status:	In Training

Pedigree Description

Sire: **ENCRYPTION** retired to stud sound and has everything breeders are searching for; pedigree, physicality and a performance to match.

Winner of the Group 3 Black Opal Stakes at 2yo, Group 2 Danehill Stakes at 3yo and runner up in the Group 1 Oakleigh Plate, Encryption retired an earner of $743,500.

Arguably the most regally bred horse to stand in Queensland, Encryption is by Champion sire Lonhro and is the first foal out of the 4 x Group 1 winner and Champion 3yo Filly Guelph (Exceed and Excel). The family has also produced the Golden Slipper winners Canny Lad and Sepoy and the 2020 VRC Gr1 Newmarket winner Bivouac

Encryption was black type placed as an early pre-Christmas 2YO, with placings in the Listed MRC Debutant Stakes and Group 3 VRC Maribyrnong Plate. As a model of consistency he then finished in the first four at 10 of his 19 starts, and all of his starts were at Stakes and Group level.

He has produced Group 2 winner Cifrado & Group 3 winner in Encoder. He is producing strong athletic foals with good bone.

Dam: **LADY BING** is a 3 time winner and daughter of Sebring.

Her Dam is Intuit who as stakes placed as a 2yo, and the Dam of the Group 3 winner Runway Star and the Listed winner What You Need.

Her 2nd Dam is Wrap Around winner of the Group 1 William Reid Stakes and the family is littered with stakes winners.

This is her first foal, and he is a cracker of a first foal.

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

This colt was an outstanding selection from the Gold Coast Magic Millions Sale.

He is the first foal of a Sebring mare that won 3 races, and from the family of Wrap Around the Group 1 William Reid winner, and his Dam is a ¾ sister to What You Need & half sister to Runway Star.

This colt is bred on the same cross as Encoder, out of a young Sebring mare that was a city winner.

He is a strong, athletic colt, with a strong shoulder. He is a good walker and he will develop into a lovely 2yo type.

Horse Pedigree **as per catalogue page**

Account of KULANI PARK (As Agent), Goulburn Weir, Vic. OTIS FULLY PAID

Lot 837 (100% GST) **BROWN COLT** **Stable V 27**

Foaled 14th September 2022 Branded : KP nr sh; 2 over 2 off sh

Sire	Lonhro	Octagonal ..... Zabeel
ENCRYPTION		Shadea..... Straight Strike
2015	Guelph	Exceed and Excel..... **Danehill**
		Camarilla..... Elusive Quality
Dam	Sebring	More Than Ready..... Southern Halo
LADY BING		Purespeed ..... Flying Spur
2014	Intuit	Commands..... **Danehill**
		Wrap Around ..... Bletchingly

ENCRYPTION (AUS) (Bay 2015-Stud 2019). 2 wins–1 at 2–at 1200m, VRC Danehill S., Gr.2. Brother to SW Emanate. Sire of SW Cifrado (BRC Spirit of Boom Classic, Gr.2) and of Encoder, Fleetwood, Floral Code, Condor, Decrypting Gold, Enciphering, Fleeting Chance, Leibert Lass, Ozzie the Rabbit and of the placegetters A Certain Maybe, Cryptess, Cryptic Sound, Encrypted Elegance, Keyboard, etc. His oldest progeny are 3YOs.

1st dam

LADY BING, by Sebring. **3 wins** at 1200m, 1350m, BRC TAB Nathan Fazackerley H., Ipswich TC Sirromet H., Carlton Mid H., 2d Toowoomba TC AG Rigging H., GCTC Book Now Spring Carnival H. Three-quarter-sister to **WHAT YOU NEED**, half-sister to **RUNWAY STAR**. This is her first live foal.

2nd dam

Intuit, by Commands. **2 wins**-1 at 2-at 1100m, 1200m, STC Telstra Premiership Final H., 2d AJC Reginald Allen H., **L**, STC Stardex Insurance Group H., 4th AJC Keith Mackay H., **L**. Half-sister to **Twist My Heart**, Sarong (dam of **FASHION LEGEND**), Attire (dam of **FASHIONS AFIELD**). Dam of 5 named foals, all raced, **3 winners**, inc:-

RUNWAY STAR (Northern Meteor). **6 wins** at 1000m, 1200m, $386,030, SAJC Proud Miss S., **Gr.3**, Matrice S., **L**-twice, ATC Ladbrokes.com.au H., MRC Sportingbet Quick Multis H., 3d SAJC RN Irwin S., **Gr.3**.

WHAT YOU NEED (Supido). **3 wins** at 1118m, $405,425, in 2022-23, VRC Sunlight Classic, **L**, VRC Member James Matthies H.

3rd dam

WRAP AROUND, by Bletchingly. **9 wins**-1 at 2-1000m to 1400m, $632,413, MVRC William Reid S., **Gr.1**, VRC Linlithgow S., **Gr.2**, Hilton on the Park S., **Gr.3**. Half-sister to **ROSE OF DANEHILL** (dam of **KAZANLUK**, **NOZOMI**). Dam of 14 named foals, 10 to race, **6 winners**, inc:-

Intuit (Commands). **2 wins**. See above.

Twist My Heart (Dayjur). **Winner** at 6f, 2d Colonial Downs John Marsh S., **L**.

Sarong. **3 wins** 1000m to 1200m, $116,364 in Singapore, 3d Avondale JC New Zealand Bloodstock 2YO Fillies S. Dam of 2 winners-

FASHION LEGEND (Deep Field). **5 wins**-1 at 2 and 4 in succession-1200m to 1425m, $1,525,825, to 2022-23, BRC Vo Rogue P., **Gr.3**.

Attire. **Winner** at 1m in U.S.A. Dam of 6 winners-

FASHIONS AFIELD (Redoute's Choice). Champion 2YO Filly in Australia in 2004-05. **6 wins**-4 at 2, 3 in succession-1200m to 1600m, $1,974,110, AJC Sires' Produce S., **Gr.1**, Flight S., **Gr.1**. Dam of-

KISS AND MAKE UP (More Than Ready). **2 wins** at 2 at 1200m, $215,025, ATC Todman S., **Gr.2**, Tab.com.au P. Sire.

Reef Beach (Danzero). **8 wins**-1 at 2-1512m to 2100m, $300,054, VRC Shamrock Travel H., 2d VRC Auckland Racing Club H., **L**.

Modellista. **2 wins** at 1400m, 1900m, STC Theraces.com.au H. Grandam of-

IMELDA MARY (Ferlax). Joint NZ Bloodstock Filly of the Year in 2018-19. **5 wins** 1400m to 2000m, $198,023, ARC Royal S., **Gr.2**.

Glittering Girl (Rafeef). **Winner** at 2 at 1160m, 2d Scottsville Allan Robertson Championship S., **Gr.1**.

Mountain Guest (Tarzino). **2 wins** at 1400m, 1600m, $114,725, in 2023-24, 2d ATC Adrian Knox S., **Gr.3**, Schweppes H.

Syndicate Costs incurred by the Seller

Purchase Costs:

Purchase of horse	$187,000
Scoping at sales	$220
Bloodstock Selection Fee	$9,350
Vet Certificate (including Xrays)	$1,100
Floating Costs	$330
Total Purchase Costs:	***$198,000***

Nomination Fees:

Magic Millions Race Series	$6,600
QTIS Nomination Fee	$550
Total Nomination Fees:	***$7,150***

Insurance Cost:

Insurance paid to 31 January 2025	$8,738.70
Total Insurance Fees:	***$8,738.70***

Training Fees:

Breaking In Fees	$4,400
Training Fees to 31 July 2024	$10,500
Total Insurance Fees:	***$14,900***

Admin Fees:

Advertising	$4,400
PDS Preparation, RV fees & Licence fees	$1,537
Total Admin Fees:	***$5,937***

Syndicators Margin	$274.30
Total Costs	**$235,000**
Cost per 5% share	**$11,750**

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 2yo brown colt 2022 by Encryption out of Lady Bing was offered as Lot 837 at the Magic Millions Yearling Sale on 12 January 2024.

It was knocked down to Dream Thoroughbreds Pty Ltd for $170,000 exclusive of GST.

The purchase was made with no GST on the sale price.

The vendor of Lot 837 was Kulani Park (As Agent), Goulburn Weir, VIC.

There is no relationship between Kulani Park (As Agent), Goulburn Weir, VIC and Dream Thoroughbreds Pty Ltd in the purchase of Lot 837.

Dream Thoroughbreds Pty Ltd WAS NOT paid any commission or inducement to acquire Lot 837 the unnamed 2yo brown colt 2022 by Encryption out of Lady Bing.

Insurance

The unnamed 2yo brown colt 2022 by Encryption out of Lady Bing offered within this PDS has been insured by Silks Insurance for mortality. The current period of mortality insurance expires on 31 January 2025. 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 2yo brown colt 2022 by Encryption out of Lady Bing offered within this PDS was physically examined and x-rays checked by a qualified vet prior to the purchase, and was scoped before and 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.

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

$23,500 (inc. GST) (10%)

$11,750 (inc. GST) (5%)

$5,875 (inc GST) (2.5%)

$2,937.50 (inc GST) (1.25%)

$2,350 (inc GST) (1%)

Each share price includes the cost of purchase, Insurance paid to 31 January 2025, vet and scoping fees, licence and selection fees, Magic Millions race series fee, advertising and marketing, PDS preparation and admin fees.

Training fees paid to 31 July 2024 are included in the purchase, each owner/investor will be billed individually for their share of training fees after purchase.

Please Note: Each owner/investor is liable for the training, vet & associated fees billed from the 1st August 2024 to the date of purchase.

This will be billed to each owner/investor at the time of purchase.

The unnamed 2yo brown colt 2022 by Encryption out of Lady Bing is QTIS 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.

Naming and Registration

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

Trainer Details

Lee Freedman
Trained at Gold Coast QUEENSLAND

Lee is a Hall of Fame trainer and the oldest brother of the Freedman Brothers Dynasty of Racing.

Throughout his illustrious career, Lee has trained nearly 4,000 winners, 128 Group 1 winners and more than 300 Group winners. Five Melbourne Cups, four Caulfield Cups, four Golden Slippers, and two Cox Plates, as well as 12 Derbies and 10 Oaks, both with his brothers and on his own.

His first ever winner, Blockade, was actually achieved on the Gold Coast in 1983.

Adding to his immense tour de force, Lee has attained seven Melbourne Premierships and more recently a Singapore Premiership was added to his books in 2018.

Lee now returns to Australia to train at the Gold Coast training centre. The Gold Coast turf club plans to revamp their track and stabling, as well as introduce night racing in 2022.

Lee wants to be a part of those exciting plans, and he will quickly make an impact on the Queensland racing scene.

Lee trained Encoder to win the Group 3 Grand Prix Stakes in December 2023.

It won’t be long before the Lee Freedman adds to his Group 1 collection!

Manager's Responsibilities

The manager of the Syndicate will be a nominated Director of Dream Thoroughbreds Pty Ltd, and will be the first registered owner of the syndicate..

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 Trainer, and the provision of all administrative services and trust accounts of the Syndicate.

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.

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.

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 of Owners.

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.

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

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

Removal of Manager

Dream Thoroughbreds Pty Ltd 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 50% in the Horse) votes for their removal.

In the event where a Manager is removed or replaced, Dream Thoroughbreds Pty Ltd will cease to provide the services referred to AR 57(2) of the Australian Rules of Racing.

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

Dream Thoroughbreds Pty Ltd will continue to act as Manager of the Syndicate in accordance with the terms of this PDS and any rules, regulations or guidelines made by the Rules of Racing in respect of such manager or management.

The Manager is responsible for all aspects of the management of the racing career of the Horse, preparation of the Syndicate's annual accounts 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.

Irrespective of whether or not the Syndicate Manager, being Dream Thoroughbreds Pty Ltd, is voted off as the syndicate manager of the Horse, Dream Thoroughbreds Pty Ltd will have the right to negotiate stud and breeding of the said Horse of this Product Disclosure Statement

Fees and Other Obligations

a. Monthly Training Fees

i. Each Owner must pay monthly training fees in respect of the maintaining, training and racing of the Horse.
ii. "Full Training" fees which are currently $135.00 per day plus GST
iii. "Agistment" fees which are currently $33.00 per day plus GST
iv. "Daily Track" fees which are currently $5 per day plus GST

b. Monthly Vet Fees

i. Each Owner must pay monthly vet fees in respect of the maintaining, training and racing of the Horse.
ii. Monthly Vet Fees will vary from month to month, from horse to horse and incurred to ensure your horse competes at the highest standard.
iii. Monthly Vet Fees associated with older horses are expected to be higher for the extra maintenance required on their joints to perform at the peak of their ability.

c. Monthly Farrier Fees

i. Each Owner must pay monthly farrier fees in respect of the maintaining, training and racing of the Horse.

d. Monthly Chiropractic Fees

i Each Owner must pay monthly chiropractic fees in respect of the maintaining, training and racing of the Horse where required to enable your horse to perform at the peak of their ability.

e. Monthly Float Fees

i Each Owner must pay monthly float fees in respect of the transporting and moving your horse between training centres and racecourses where required to enable your horse to perform at the peak of their ability.

f. Raceday Costs

i Each Owner must pay their share of raceday costs that includes strapper fees, floating charges, scratching and acceptance fees, and other raceday specific charges.

g. Nomination & Acceptance Fees

i Each Owner must pay their share of nomination and acceptance fees that are charged for all stakes races, and most provincial and metropolitan races around Australia & Internationally.
ii Acceptance Fees can be deducted from prizemoney before the payment to owners by the raceclubs and principal racing authorities without prior consent or knowledge of owners.

h. AD Hoc Surgery & Hospitalisation Fees

i Each Owner must pay their share of surgery and hospitalisation fees in circumstances where your horse suffers operable injuries.

ii Dream Thoroughbreds will refer these decisions to the ownership group before undergoing surgery where possible.

iii Potential investors must be aware that some situations make it impossible to consult the ownership group beforehand, eg colic attack

iv In all cases the horse's best interests will be considered, however where your horse incurs injury that may end their racing career and not require surgery, these circumstances will be considered.

i.Fee Variations

Potential investors must be aware that the Monthly Fees may vary from year to year, in line with increased costs of maintaining, training, and racing the horse within this syndicate

j.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.

Should the Horse go to Stud and or Breeding, Dream Thoroughbreds Pty Ltd will be eligible to two (2) lifetime service rights per annum for the lifetime of the standing stallion (only in the event of the horse being an entire and being retired to stud).

Lifetime Breeding Rights do not form part of the proceeds of sale price.

k. Dream Thoroughbreds Management Fee

Dream Thoroughbreds charges a management fee each month for the provision of financial, administration, licensing and marketing services involved in but not limited to, the communication and dissemination of information from the trainer to the owners, managing syndicates, production of newsletters, stable updates, pre & post race reports, monthly invoicing & bookkeeping, stable visits, raceday & social events, raceday management, subscriptions, ownership management & paperwork, annual audit of accounts, ASIC licence review, tax & accounting preparation, and PI Insurance

Monthly management fees are payable by Owners and set at:
$27.50 (exc GST) per share per horse per month or part thereof payable in advance.
For owners with 2 horses, the management fee will be discounted to $17.50 (exc GST) for the second horse
For owners with 3 horses or more, the management fee will be discounted to $10 (exc GST) for the third horse & onwards

The management fee may vary from year to year, due to increases in management or administration costs.

l.Stable Bonus

A Stable bonus is a prizemoney deduction is used as an incentive and bonus for stable staff, and will be charged along with the monthly training fees, identified as “Stable Bonus”

The stable bonus is subject to change upon written notice to all owners

m. Dream Thoroughbreds Performance Bonus

Dream Thoroughbreds strives to provide quality racehorses for their owners. The ability to provide quality racehorses involves thorough evaluation involving independent bloodstock assessments, vet assessments and pedigree assessments.

Dream Thoroughbreds prides itself on successful performance of their thoroughbreds, and provide owners with a low cost upfront option to purchase based on retail costs incurred during the purchase process only.

The Performance Bonus is set at 2.5% of prizemoney from all WINS ONLY, and will be charged along with the monthly training fees, identified as “Performance Bonus”

This Performance Bonus is set to provide Dream Thoroughbreds with the incentive to purchase and syndicate successful thoroughbreds to its ownership group.

The Performance Bonus percentage is NOT subject to change.

n. Estimated Ongoing Expenses & Obligations

Dream Thoroughbreds estimates monthly ongoing fees inclusive of the management fee for a 5% share owner to be:

$70-$80 whilst your horse is spelling
$220-$250 whilst your horse in is training
$270-$320 whilst your horse in is full racing mode

This estimate is to be used as a guide only, and does not include expenses or obligations for items (g) & (h) above, nomination & acceptance fees and ad hoc Surgery & Hospitalisation Fees, which are outside of the normal monthly training costs incurred as a general rule.

o. Default of Fees

If payment defaults on or after 14 days of the invoice due date, Dream Thoroughbreds Pty Ltd will contact the Defaulting Owner via email, mail or fax to advise the failure of payment and the Defaulting Owner will be given 7 days from that date to forward full payment of the outstanding amount. Should payment not be received within that 7-day period, a Default Notice will be issued via email or fax and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Owner a further 7 days to make contact with Dream Thoroughbreds Pty Ltd to finalise their outstanding account.

Should any Owner fail to comply Dream Thoroughbreds Pty Ltd may instigate proceedings to confiscate and take possession of the shareholdings of the Defaulting Owner to recover any outstanding debts. The Defaulting Owner shall cease (at the discretion of the Syndicate Manager) to be an owner and will have no interest in the assets and income of this syndicate. The Syndicate Manager has the right to suspend an owner's entitlement whilst in default.

Should any Owner neglect payment of the ongoing monthly fees in accordance with the sections above for more than 60 days, 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 deficit 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 45 days will be charged on overdue accounts.

p. Redemption of Shares

Potential investors must be aware that when purchasing a share you become the owner of that said share as it is not a lease.

Owners are obligated for the life of the Syndicate as Owners of the share and are not permitted to rescind on their obligations and must adhere to the Fees & Other Obligations listed above.

Owners 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 owner should consider the purchase of the share as a long-term investment for the life of the Syndicate.

Dream Thoroughbreds Pty Ltd will not be obligated to sell a share on behalf of the owner. In the event that Dream Thoroughbreds Pty Ltd sells a share on behalf of an Owner, it will be entitled to charge a practical commission in consideration for arranging the sale.

There will be no ready available market for the Shares, after the conclusion of this promotion.

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 boosting of their 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 regulatory bodies 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 prizemoney paid to the Manager on behalf of owners, 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.

Voting Rights & Majority Decisions

This syndicate is considered to contain 100 votes representing 20 X 5% shares.

Ownership within this syndicate entitles each owner to a number of votes equivalent to their shareholding.

Eg 10% = 10 votes 5% = 5 votes 2.5% = 2.5 votes 1% = 1 vote etc

Dream Thoroughbreds Pty Ltd as manager will execute decisions on behalf of this syndicate when a 75% majority vote has been attained.

This will include decisions to sell the horse onto a third party, undertake major surgery, payment of late entry fees if required or any other decision which requires majority consent.

Decisions to enter & accept horses into stakes races does not require majority consent, and will be the responsibility of Dream Thoroughbreds Pty Ltd as manager.

Where the horse is endangered due to circumstances out of our control, decisions to save the horse's life maybe be undertaken prior to the ownership group being advised, eg where the horse suffers injury during a race, at trackwork, or has an attack of colic, etc where it is physically impossible to contact the ownership group in time to prevent serious injury or death.

Dream Thoroughbreds Pty Ltd as manager will endeavour to attain majority decisions where possible.

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/

(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 1592 19311

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 Encryption Syndicate
by Encryption out of Lady Bing

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.....

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)

By Signing this agreement I agree and declare that:

1. I have read, understood the conditions of this syndicate agreement 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.

…… Name of Owner

…… Signature of Owner

……/……/……Date