PDS attachment A

OWNERS DEED

SCHEDULE 1 – REFERENCE SCHEDULE

Important notice: This Co-ownership arrangement ("Syndicate") is subject to regulation by the Corporations Act. The Offer of Shares in this Syndicate is the subject of a Product Disclosure Statement ("PDS") that has been approved by a Lead Regulator pursuant to the terms of ASIC Corporations (Horse Schemes) Instrument 2016/790. Participation as an Owner is available to investors who receive a PDS from the Promoter and complete the Application Form attached to the PDS. The Promoter must hold an Australian Financial Services Licence ("AFSL") or be an Authorised Representative of an AFS Licensee.

Item 1	
Date	This Deed is made the day of , 2022
Item 2	
Promoter	SIRE CUSTODIANS LTD (ABN 45005 088 371)
Licence Details	AFSL 223671
Item 2	
Manager	ONTRACK SYNDICATES (ABN 66 617 899 760) [ONTRACK BLOODSTOCK PTY LTD T/AS]
Address	Level 15, Corporate Centre One, 2 Corporate Court, BUNDALL, QLD, 4217
Postal Address	PO Box 8867, GOLD COAST MAIL CENTRE, QLD, 9726
Telephone	Local Call: 1300 785 529; Phone: 07 5591 9584
Facsimile	07 5591 995555
Email	
Contact Person(s)	Grant Morgan
License Details	Authorised Representative (Rep Number 001275873)
Item 3	
Horse	"UNNAMED" Chestnut Colt foaled 1 November 2022 by AMERICAN PHAROAH (USA) from SPEAK FONDLY (AUS), [by NORTHERN METEOR]
Life Number	AUS01233008
Microchip Number	985100012181807
Item 4	
Syndicate Name, if any (Optional)	
Item 5	
Number of Shares	16 equal undivided 5% Shares and 20 equal undivided 1% Shares
Item 6	
Application Price	$9,000 (including GST) for each of sixteen (16) 5% Shares; and $1,800 (including GST) for each of twenty (20) 1% Shares
Item 7	
Commencement Date	
Item 8	
Racing Colours	All Gold
Item 9	
Trainer	VANDYKE RACING (ABN 60 644 357 924)

This document is comprised of 20 pages, including this page.

Item 10

Manager's Remuneration	Management Fee: $396 (inc. GST) annually per Owner, regardless of the number of Shares held, by monthly instalments in arrears of $33 (inc. GST)
Manager's Additional Remuneration and Gratuities	➢ Percentage of Prize money and bonuses: Not applicable ➢ Percentage of Sale Price: on the sale of the Horse, an amount equal to 8% of the Sale Price (exc. GST); or on the sale of a Share, 8% (plus GST) on the Sale Price (exc. GST), or $500 (plus GST), whichever is the greater ➢ Lifetime Service Right(s): Not applicable

Item 11

External Dispute Body	Australian Financial Complaints Authority Limited (ABN 38 620 494 340) (AFCA)

Item 12

Governing law (state/territory)	Queensland

EXECUTED BY THE PARTIES AS A DEED

Executed by	)
ONTRACK BLOODSTOCK PTY LTD	)
ABN 66 617 899 760	)
in accordance with section 127 of the *Corporations Act 2001*:	)

.....	.....
Director/Company Secretary	Director
GRANT JAMES MORGAN	JENNIFER MAREE MORGAN
.....	.....
Name of Director/Company Secretary (BLOCK LETTERS)	Name of Director (BLOCK LETTERS)

This document is comprised of 20 pages, including this page.

Additional Condition

28. VOTING RIGHTS OF OWNERS

Clause 6.5 is amended to read as follows:

"Subject to clause 19.2, the Owner of each 5% Share is entitled to 5 votes and the Owner of each 1% Share is entitled to 1 vote. The passing of a Resolution will, unless otherwise stated in this Deed, be by simple majority (passed by more than 50% of the votes cast by Owners who vote on the Resolution). The Chairman does not have a second or casting vote. A Resolution binds all Owners, whether they are present at the meeting or not. No objection may be made to any vote cast unless the objection is made at the meeting. The decision of the chair on any matter is final".

THIS DEED is made on the date specified in Schedule 1.
BETWEEN: The Owners
AND: The Manager

RECITALS

A. The Owners have agreed to the provisions of this Deed for the purpose of using the Horse for racing.
B. The Manager has agreed to operate the Syndicate on the Owners' behalf in accordance with this Deed.

OPERATIVE PROVISIONS

1. OWNERSHIP

1.1 The Owners:
(a) agree to the ownership of the Horse and the Syndicate Property being governed by this Deed for the Term;
(b) acknowledge that the Syndicate is established and will be operated in accordance with the requirements of *ASIC Corporations (Horse Schemes) Instrument 2016/790* ("**ASIC Instrument**"), except for which it would be necessary to establish and operate the Syndicate as a registered scheme in accordance with the requirements of Chapter 5C of the Corporations Act; and
(c) may at any time determine (by an Extraordinary Resolution) that the Syndicate be registered. If a determination is made, then the Manager will facilitate registration.

1.2 This Deed:
(a) excludes and replaces the TOR Co-owners Agreement published by Racing Australia, as permitted by TOR Rule 1(5); and.
(b) will be legally enforceable by each Owner and the Manager against each other Owner and the Manager respectively, and against all persons claiming through an Owner and the Manager as if they were parties to it

1.3 The Manager may give notice to the other Owners of any breach by an Owner of a material obligation under this Deed, including any payment obligation.

1.4 (1) Subject to each Applicant being approved as the Owner of a Share and providing a completed Application Deed, the Owners will:
(a) hold the whole of the legal and equitable title to the Horse divided into the number of Shares specified in Schedule 1 as tenants-in-common free of any Encumbrance, except for any Security Interest granted or permitted by this Deed;
(b) participate in the common enterprise that constitutes the Syndicate;
(c) contribute to the common enterprise:
(i) the right to use their individual ownership interests in the Horse in the operation of the common enterprise; and
(ii) money to pay operating expenses when due, thereby ensuring the common enterprise is liquid and solvent;
to facilitate their interests being managed in common (the Horse "as a whole") for the benefit of all the Owners collectively; and
(d) apportion the benefits, including Owners' raceday ticketing, Income and Proceeds.

(2) The Manager will hold the Syndicate Property upon trust for the Owners [in the same proportions as the number of Shares held bears to the total number of Shares] free of any Encumbrance, except for any Security Interest granted or permitted by this Deed.

5. REGISTRATION OF OWNERSHIP

(1) REGISTRAR OF RACEHORSES
Each person who holds a Share or an interest in a Share must be recorded with the Registrar of Racehorses either as a registered Owner or as a member of a syndicate that is a registered Owner. The number of registered Owners:
(a) permitted under the ASIC Instrument and by the Registrar of Racehorses under the Rules of Racing is limited to 50; and
(b) whose names can appear in the racebook is limited to 20.
For the purposes of the ASIC Instrument the total number of individual persons who can hold a legal interest, jointly or otherwise, in all the Shares is limited to 50.

(2) RACEBOOK
Each Owner of 5% or more of the Horse is entitled to be named 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 them to register a syndicate at their own cost and hold the Share in the name of that syndicate. The registered manager of that syndicate will:
(a) hold the Share as trustee for the other members of the syndicate;
(b) represent them in all dealings relating to the ownership of the Horse; and
(c) be responsible for ensuring that they comply with their collective obligations as the Owner of a Share under this Deed.

(3) Each Owner authorises the Manager to execute any instrument and do any act or thing required to be done by the Owner to comply with this Deed and the Rules of Racing, including signing on the Owner's behalf any instrument required to be signed and lodged with the Registrar of Racehorses or Principal Racing Authority to give effect to an application for registration of the Horse, a syndicate, or change of ownership. If the Manager is a corporation, this authority will vest in the duly authorised officer of that entity.

1.6 INCOME
Subject to clauses 12.4, 15, 19.2, 19.3 and 19.4, each Owner will be entitled to receive a proportion of the Syndicate's Income, including Net Prize Money, Owners' Bonus or Incentive Scheme payments and other bonuses won by the Horse in the same proportion as the number of Shares held bears to the total number of Shares.

1.7 TROPHIES
(1) If the Horse wins a Trophy the Manager will receive and hold the original Trophy on behalf of all the Owners and request each of them to indicate if they wish to acquire it. If more than 1 Owner so indicates, then the Manager will determine the matter by ballot. This transaction will be treated as a sale and purchase of the original Trophy.
(2) The Owner who acquires the original Trophy must compensate the other Owners by paying to each of them a proportion of the advertised value of the original Trophy in the same proportions as the number of Shares held bears to the total number of Shares.
(3) If none of the Owners wish to acquire the original Trophy the Manager may retain it if it does not have any significant realisable value, including any rug, sash, or trinket. Otherwise, the Manager will use reasonable endeavours to sell it for the best possible price and apportion the proceeds between the Owners in the same proportions as the number of Shares held bears to the total number of Shares.
(4) If any Owner wishes to acquire a replica of the original Trophy the Manager will endeavour to either procure a replica at the best possible price which will be invoiced to and paid by the Owner prior to order or procure and provide to the Owner details of the supplier of the original Trophy.

1.8 RACING COLOURS
The Horse will carry the Racing Colours specified in Schedule 1, or any other Racing Colours that the Manager

may determine from time to time with the Owners' approval (by an Extraordinary Resolution).

1.9 SYNDICATE RECORDS

(1) The Syndicate Records will be kept by the Manager while remaining the property of the Owners. The Manager (at its discretion) may at any time appoint another person to hold the Syndicate Records, in which case the Manager will retain full and unfettered right of access to inspect and freely copy same.

(2) The Manager (at its discretion) or the Owners (by an Extraordinary Resolution) may at any time determine that the Accounts for an Accounting Period be audited, in which case the Manager will appoint an ASIC-registered auditor to audit the Accounts and give the auditor all the Syndicate Records and any oral or written information the auditor may require in relation to the Syndicate. Upon receiving the audited Accounts, including the auditor's report, the Manager must forward a copy thereof to the Owners. The cost of the audit will be a Syndicate operating expense payable by the Owners in accordance with clause 12.4.

1.10 This Deed relates to the Horse only and to no other horse or investment.

1.11 None of the provisions of this Deed concerning the Manager in that capacity bestow any interest in the legal and equitable title to the Horse.

1.12 The Manager may beneficially hold any number of Shares without liability to account and will have the same rights and obligations as the Owner of the Shares as any other Owner although the Manager is also acting in another capacity under this Deed.

2. EXPENSES

2.1 (1) The Owners will be severally liable for the Syndicate's operating expenses properly incurred in accordance with this Deed, including:

(a) all fees and expenses incurred in caring for, training, and racing the Horse, including agistment, pre-training and training fees, race entry fees (nomination, acceptance, and scratching) chiropractic, dentistry, farriery and veterinary fees, and transportation costs; and

(b) fees payable to the Manager and compliance expenses.

(2) If the Horse is retired from racing and requires retraining to facilitate its rehoming, all fees and expenses incurred during the process of retraining and rehoming up until the date the Horse is rehomed and transferred, including agistment and all other services, will be Syndicate operating expenses payable by the Owners.

(3) The Syndicate's operating expenses will be borne and paid by the Owners in accordance with clause 12.4.

2.2 An arrangement to pay to or bestow upon the Trainer or the jockey any additional remuneration, gratuity or other financial benefit must be:

(a) in accordance with the terms of the Training Agreement and Fees Notice; or

(b) approved by the Owners (by an Extraordinary Resolution);

and the additional amount paid will constitute a racing expense payable by the Owners in accordance with clause 2.1.

3. MANAGER

3.1 APPOINTMENT

Subject to clause 3.11 and 3.12, the Owners appoint the Manager, and the Manager accepts the appointment, to:

(a) operate the Syndicate on the Owners' behalf; and

(b) act as trustee of the Syndicate and custodian of the Syndicate Property;

in accordance with this Deed.

3.2 The Manager may, with the Owners' approval (by an Extraordinary Resolution), delegate any of the Manager's duties to a third party, including the Trainer.

3.3 OBLIGATIONS

The Manager will, exercising reasonable care, skill, and diligence:

(a) operate the Syndicate in a proper and efficient manner in accordance with the normal standards applying in relation to the management of syndicated racehorses;

(b) exercise the Manager's powers and perform the Manager's duties in the best interests of all the Owners collectively;

(c) treat each Owner fairly and impartially;

(d) ensure that no Syndicate Property is applied other than for the benefit of the Syndicate;

(e) comply with the terms of the ASIC Instrument; and

(f) be either:

(i) an AFS Licensee (or Authorised Representative) with the necessary licence authorisations for the services to be provided by the Manager under this Deed); or

(ii) other person as the Owners may appoint with the Lead Regulator's approval.

3.4 SYNDICATE PROPERTY

The Syndicate Property must be clearly identified as property of the Syndicate and held separately from the assets of the Manager and any other person.

3.5 If the Manager receives money for or on the Owners' behalf it will be held either as their agent or as Syndicate Property (as the case requires), and if requested by the Owners the Manager will, subject to clauses 12.4, 15 and 19, account to them for such money.

3.6 DUTIES

The Manager's duties include:

(a) obtaining the Owners' approval (by an Extraordinary Resolution) to the appointment of a Trainer and any change of Trainer, and appointing the Trainer, including agreeing to the terms of the Training Agreement and Fees Notice, in accordance with clause 4.1;

(b) providing to the Owners a copy of the Training Agreement and Fees Notice;

(c) communicating on a regular basis with the Trainer on the Owners' behalf and the Owners on the Trainer's behalf in relation to the management, training and racing of the Horse, including its general well-being and progress, proposed racing program and race performances (pre-race and post-race reports);

(d) arranging (at the Manager's discretion) for the Trainer and other Third-Party Service Providers to invoice all fees and charges either:

(i) to the Owners via the Manager; or

(ii) subject to clause 2.1, to each Owner directly the Owner's proportion thereof;

unless the Owners agree (by a Unanimous Resolution) the method of invoicing;

(e) arranging (at the Manager's discretion) for the Principal Racing Authority to pay Prize Money, Owners' Bonus or Incentive Scheme payments and other bonuses due to the Owners either:

(i) to the Syndicate's designated bank account maintained by the Manager; or

(ii) subject to clause 19.4, to each Owner directly the Owner's proportion thereof;

unless the Owners agree (by a Unanimous Resolution) the method of payment;

(f) establishing and maintaining a trust account, or other designated bank account, into which all Owners' contributions, Income and any other money, including Proceeds, received on the Owners' behalf will be deposited, and from which all fees and expenses payable by the Owners and distributions of Income and other money, including Proceeds, payable to the Owners will be paid, except for when direct invoicing of fees and charges and Prize Money

payment arrangements contemplated by paragraphs (d)(ii) and (e)(ii) are in place;

(g) appointing a person to be Secretary to the Syndicate, including keeping the Accounts and all other Syndicate Records as the Manager considers appropriate;

(h) providing or arranging for the provision of all necessary accounting, taxation, and legal advice to the Syndicate;

(i) keeping an Owners' register which contains their names, addresses, contact details (including telephone and facsimile numbers and email addresses), and the number of Shares held by each Owner, the date upon which the Owner was entered in the Owners' register and the date upon which any person ceased to be an Owner, together with the appropriate entry in relation to any Security Interest notified in accordance with clause 11;

(j) not later than 30 September each year, providing to the Owners a copy of the Accounts for the Accounting Period ending the preceding 30 June; and

(k) administering race day Owners' privileges, including the allocation of ticketing and mounting yards passes on days when Owners' privileges are restricted, resulting in the number of Owners' privileges allocated by the relevant race club being insufficient to enable an equal distribution to all the Owners.

3.7 The Manager will make available to any Owner for inspection at all reasonable times and without charge the Owners' register and a copy of this Deed. Subject to clause 11, the Manager will not be obliged to enter into the Owners' register notice of any trust, whether express or implied, and only the person so entered will be entitled to vote or otherwise exercise the rights of an Owner under this Deed.

3.8 The Manager is not obliged to:

(a) act in accordance with any direction of an Owner or Owners unless it is set out in either:

(i) a Resolution proposed at an Owner's meeting and passed by more than 50% of the votes that may be cast by Owners entitled to attend the meeting and vote on the Resolution; or

(ii) an Extraordinary Resolution or a Special Resolution (as the case requires); or

(b) sell a Share on behalf of an Owner. If the Manager does so as agent on behalf of an Owner, this will not obligate the Manager to do so on behalf of any other Owner.

3.9 REMUNERATION

(1) Subject to paragraph (2), the Manager will be entitled to receive the following remuneration and other benefits:

(a) for managing the Syndicate, the fee specified in Schedule 1 for the first year of the Syndicate and for subsequent years as adjusted in accordance with increases in the consumer price index (all groups) for the capital city of the state or territory specified in Schedule 1;

(b) for providing or procuring accounting, administration, bookkeeping, legal and secretarial services in relation to the Syndicate, a reasonable fee for the work involved, including reimbursement for reasonable travel and accommodation expenses incurred in relation to the Syndicate;

(c) if the Horse wins any Prize Money, Owners Bonus or Incentive Scheme payments, or other bonuses above the amount specified in Schedule 1 (Surplus Prize Money), a proportion of Surplus Prize Money equal to the percentage specified in Schedule 1;

(d) if the Horse or a Share in the Horse is sold (including any allotment and sale of additional shares), a commission on the gross sale price (excluding GST) equal to the percentage specified in Schedule 1; and

(e) if the Horse is an Entire and retired from racing to perform stud duties at a stud, the number of Lifetime Service Rights specified in Schedule 1.

(2) The right of the Manager to be paid fees out of the Syndicate Property and to be indemnified out of the Syndicate Property for liabilities and expenses incurred in relation to the performance of its duties is only available in relation to the proper performance of the duties.

(3) All fees paid and amounts reimbursed to the Manager must be set out in the Accounts for the Accounting Period to which they relate.

3.10 Clause 3.9(1)(c), (d) and (e) will apply for the benefit of the first appointee only of the Owners as Manager (as named in Schedule 1) and will survive both:

(a) the removal of that person as the Manager; and

(a) the sale of the Horse (either as a racehorse or Entire for stud duties) and the winding up of the Syndicate.

The Owners must ensure that any person who acquires the Horse, or an interest in it, acknowledges these obligations and agrees to novate them.

3.11 RETIREMENT

The Manager may at any time give the Owners not less than 30 days' notice of an intention to retire as Manager, in which case the Owners will agree the appointment of a new Manager (by an Extraordinary Resolution). If the Manager retires voluntarily, clause 3.9(1)(c), (d) and (e) will no longer apply.

3.12 REMOVAL

The Owners may at any time agree (by an Extraordinary Resolution) to remove the Manager and appoint a new Manager. The new Manager must agree to novate the Manager's obligations under this Deed.

3.13 (1) The outgoing Manager:

(a) will deliver up to the new Manager the Syndicate Records, while retaining an unfettered right of access to inspect and copy same; and

(b) is released from any further obligations under this Deed.

(2) The retirement or removal of the Manager will not affect any right of indemnity which the Manager may have in relation to the exercise of the Manager's powers and performance of the Manager's duties prior to retirement or removal.

3.14 The Manager will not accept any payment, gratuity, or benefit for ceasing to act as Manager unless it is granted by this Deed or approved by the Owners (by an Extraordinary Resolution).

4. CARE OF HORSE

4.1 MANAGER

The Manager will appoint a Trainer to take actual possession and control of the Horse for the purpose of managing or carrying out those activities that collectively comprise the act of training a racehorse, including:

(a) training and racing it to best advantage;

(b) caring for and maintaining it, including:

(i) providing stabling and ancillary facilities, equipment and gear, feed and supplements; and

(ii) either in consultation with the Manager or at the Trainer's discretion, providing [or as the Owners' agent procuring the services of Third-Party Service Providers to provide] agistment, breaking-in and pre-training, transportation, chiropractic care, dentistry, farriery and veterinary care;

(c) determining in consultation with the Manager the racing program of the Horse and the jockey who will ride it in each of its races; and

(d) as the representative of the Manager, entering (including nominating and accepting) the Horse for

or scratching it from any race or trial, at the Trainer's discretion, unless otherwise specifically agreed with the Manager. The Manager will not be liable to the Owners for any act or omission on the part of the Trainer resulting in the Horse either:

(i) not being entered for a specific race that may be preferred by the Owners; or

(ii) competing in a race and subsequently being disqualified.

4.2 TRAINER AND OTHER THIRD-PARTY SERVICE PROVIDERS

The Owners acknowledge that it will be necessary for the Manager to grant actual possession and control of the Horse to the Trainer and other Third-Party Service Providers from time-to-time, in the normal course, to facilitate it being properly cared for while on agistment, in pre-training, training and racing, including transportation, and that it will also be necessary for the Trainer and those Third-Party Service Providers from time-to-time, at their discretion, to prescribe and administer various treatments, including chiropractic care, dentistry, farriery and veterinary care.

4.3 If the Horse is an Entire it must not be gelded, except with the approval of the Manager and the Owners (by an Extraordinary Resolution).

4.4 Except in circumstances where the Manager, acting reasonably, is unable to obtain veterinary advice or the Owners' approval (by an Extraordinary Resolution), the Manager will not permit the Horse to be euthanized because of accident, illness, injury, or other cause unless it is recommended on humane grounds and certified by a qualified equine veterinarian retained by the Manager or relevant race club.

5. RULES OF RACING

Each Owner and the Manager must:

(a) be eligible to be an Owner under the Rules of Racing, and notify the Manager or the other Owners (as the case requires) within 7 days of becoming either ineligible to be an Owner or a Defaulting Party pursuant to clause 19.2; and

(b) comply with the Rules of Racing, including the Training Fees Disputes Resolution Procedures as administered by the Principal Racing Authority in the place where the Horse is racing or may race.

6. OWNERS' MEETINGS

6.1 (1) The Manager will convene an Owners' meeting if required to do so by this Deed.

(2) Subject to paragraph (1), the Manager is not obliged to convene Owners' meetings although may at any time convene an Owners' meeting upon giving at least 21 days' notice to the Owners. The Manager will determine the date, place and time for an Owners' meeting and the procedure for convening the meeting.

(3) An Owner or Owners with at least 5% of the votes that may be cast on any Extraordinary Resolution or Special Resolution may either:

(a) request the Manager to convene an Owners' meeting; or

(b) convene an Owners' meeting upon giving at least 21 days' notice to the other Owners and the Manager.

If the Manager receives a request to convene an Owners' meeting, the Manager will within 21 days call an Owners' meeting to be held not later than 2 months after receiving the request.

(4) The notice must state the date, place, and time for the Owners' meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this) and the general nature of the business to be dealt with. If there is any dispute as to the date, place and time for the meeting, the dispute will be determined by the Manager.

(5) A notice of meeting at which either an Extraordinary Resolution or a Special Resolution is to be proposed must:

(a) set out an intention to propose the Extraordinary Resolution or Special Resolution and state the resolution; and

(b) contain a statement advising that:

(i) the Owner has the right to appoint an attorney, proxy or representative; and

(ii) the attorney, proxy or representative does not need to be an Owner.

(6) Subject to clause 19.2, the Owner of each Share and the Manager may attend and be heard at any Owners' meeting.

6.2 A quorum for an Owners' meeting is 2 Owners present either in person, or by attorney, proxy or representative.

6.3 (1) The Manager will either act as Chair, or nominate a person to so act, of any Owners' meeting convened by the Manager.

(2) If an Owners' meeting is convened by an Owner, or by the Manager in response to a request by an Owner to convene an Owners' meeting, then the Manager will act as Chair of the meeting unless the Owners nominate or elect an alternate Chair.

(3) If no Chair is nominated or elected in accordance with paragraphs (1) and (2), or if at any Owners' meeting the Chair is not present at the time appointed for the commencement of the meeting, then the Owners present may choose 1 of their number to be Chair.

6.4 (1) Owners may vote personally, or by attorney, proxy, or representative.

(2) No business will be transacted at an Owners' meeting unless a quorum is present, and if a quorum is not present within 30 minutes after the time for commencement of the meeting it will be adjourned to the same day of the next week, at the same time and place, or any other date, time and place as the Manager determines. At the adjourned meeting, any 1 or more of the Owners present in person, or by proxy, attorney, or representative will constitute a quorum.

(3) When an Owners' meeting convened by the Manager is adjourned, notice of the adjourned meeting must be given to the Owners, and when an Owners' meeting convened by an Owner or Owners is adjourned, notice of the adjourned meeting must be given to the other Owners and the Manager.

6.5 Subject to clause 19.2, the Owner of each Share is entitled to 1 vote and the passing of a Resolution will, unless otherwise stated in this Deed, be by simple majority (passed by more than 50% of the votes cast by Owners who vote on the Resolution). The Chair does not have a second or casting vote. A Resolution binds all Owners, whether or not they are present at the meeting. No objection may be made to any vote cast unless the objection is made at the meeting. The decision of the chair on any matter is final.

6.6 Regardless of the other provisions of this clause 6, if no objection is received by the Manager from any Owner within 2 days after giving notice to the Owners of a proposal to proceed with the following:

(a) the period of notice required to be given in relation to the convening of an Owners' meeting at which it is intended to propose an Extraordinary Resolution or Special Resolution may be shortened or dispensed with if the Owners with the number of votes required to pass the resolution at the meeting and the Manager agree; and

(b) an Extraordinary Resolution or Special Resolution in writing and signed by at least the number of Owners required to pass the resolution will be as effective as an Extraordinary Resolution or Special Resolution passed at a properly convened Owners' meeting and may consist of several documents in like form, each signed by one or more of the

Owners (including any attorney, proxy or representative).

6.7 The Manager will ensure that minutes are kept of all Owners' meetings which must be signed by the Chair as a true record of the proceedings when Resolutions are reduced to writing.

7. ATTORNEY PROXY OR REPRESENTATIVE

7.1 An Owner may appoint another person as the Owner's attorney, proxy, or representative for any question to be considered at an Owners' meeting and must give notice to the Manager of the appointment in the manner and no later than the period advised in the notice of meeting.

7.2 A proxy is valid:
(a) for the period advised in the notice of an Owners' meeting; and
(b) after the Owner who gave it dies, becomes subject to a legal disability, or becomes bankrupt or insolvent resulting in the Owner's assets having passed to a trustee in bankruptcy or similar administrator, unless the Manager has received notice or has actual knowledge of that fact before the relevant Owners' meeting.

7.3 A proxy will be in the form the Manager determines.

7.4 The Manager is not obliged to enquire whether the appointment of an attorney, proxy, or representative has been validly made.

8. JOINT HOLDERS

Where a Share is held by 2 or more persons (whether in equal shares or not):
(a) seniority will be determined by the order in which the names appear in the Owners' register;
(b) at an Owners' meeting the vote of the most senior who tenders a vote (whether in person or by attorney, proxy or representative) will be accepted to the exclusion of the vote of the other joint holders;
(c) any notice, demand, consent, or other document may be given to all joint holders by giving it to the senior joint holder;
(d) any 1 of the joint holders may give an effectual receipt for any money payable to joint holders pursuant to this Deed; and
(e) this Deed will bind the joint holders of a Share jointly and each of them severally.

If there is any dispute between the joint holders of a Share, the Manager may direct all dealings in relation to the Share to the senior joint holder under paragraph (a).

9. BALLOTS

Any ballot under this Deed will be conducted by the Manager as follows:
(a) each person entitled to participate in a ballot will be given 7 days' notice of the time and place of the ballot and will be entitled to attend and observe the ballot, either in person or by attorney, proxy or representative; and
(b) at any ballot, an Owner will be entitled to one ballot paper (marked with the Owner's name) for each Share owned.

10. TRANSFER OF SHARES

10.1 An Owner may transfer a Share in accordance with the procedure set out in this clause 10, with the Manager's approval which will not be unreasonably withheld. However, it will not be unreasonable for the Manager to withhold approval if the Owner is in breach of a payment obligation under this Deed.

10.2 Regardless of the other provisions of this Deed, the transfer of a Share will be conditional upon:
(a) the transferee:
(i) receiving a copy of this Deed;
(ii) being eligible to be an owner under the Rules of Racing; and
(iii) executing an Application Deed in favour of the Manager and the Owners pursuant to which the transferee covenants to be bound by this Deed as if the transferee were an original party to it; and
(b) the transferee and the transferor:
(i) executing a Share Transfer; and
(ii) [or the Manager on behalf of each of them] executing a Transfer of Ownership as required by the Registrar of Racehorses.

10.3 The Manager's approval will not be required for the transfer of a Share:
(a) by the Owner who was the initial offeror of the Shares to any other eligible person for a period of 6 months after the Commencement Date;
(b) to the spouse or child of an Owner, or family trust or company in either case that is and remains controlled by any of them;
(c) to transmit a Share to the legal personal representative of a deceased Owner; or
(d) by the legal personal representative of a deceased Owner to the heir or beneficiary of the estate of the deceased Owner.

Clause 10.4 will not apply to the transfer of a Share to any of these persons.

10.4 (1) If at any time an Owner wishes to transfer a Share to any person other than a person referred to in clause 10.3, the Owner or Owner's authorised representative (proposing transferor) must give notice (transfer notice) to the Manager stating that the proposing transferor wishes to transfer the Share at the price and on the terms (sale terms) specified in the transfer notice. A transfer notice will constitute the Manager the proposing transferor's agent for the sale of the Share on the sale terms. Subject to the right of the proposing transferor to offer any number of Shares for sale and to require that the Shares be sold together as one transaction, if a transfer notice relates to more than 1 Share it will operate as if it were a separate transfer notice for each Share. A transfer notice cannot be revoked, except with the Manager's approval, at its discretion.

(2) Upon receipt of a transfer notice the Manager will forthwith offer the Share for sale to the other Owners on the sale terms, allowing each of them 7 days within which to notify the Manager in writing if they wish to accept the offer and acquire the Share.

(3) If the Manager within 14 days after being served with a transfer notice finds a buyer for the Share on the sale terms and gives notice of that fact to the proposing transferor, then the proposing transferor must, upon payment of the price in accordance with the sale terms, subject to clause 10.2(b), transfer the Share to the buyer by executing any instrument and doing any act or thing required to convey to and assure the buyer the Share, as sold, including registration of the Transfer of Ownership with the Registrar of Racehorses or Principal Racing Authority.

(4) If more than 1 Owner accepts the offer of the Share, then either those Owners will acquire the Share jointly, as tenants-in-common, in the same proportions as the number of Shares held, or the Manager will determine the buyer by ballot.

(5) If no buyer of the Share is found by the Manager following the procedure required by this clause 10.4, then the proposing transferor may, Subject to clauses 10.1, 10.2 and 10.5, at any time within the next 90 days:
(a) publicly offer the Share for sale to any eligible person by private treaty (on the sale terms), auction or tender, and if a sale is achieved convey to and assure the buyer the Share, as sold; or
(b) offer to surrender the Share "free of consideration" to the other Owners, or those of them who are willing to acquire it.

(6) The proposing transferor:
(a) must not offer the Share for sale by private treaty to any person on terms that are more favourable to the buyer than the sale terms offered to the other Owners in accordance with the procedure set out in this clause 10.4; and
(b) must give the Manager at least 14 days' prior notice of the date, place, and time of any proposed auction or tender, which information the Manager will communicate to the Owners.
(7) If the proposing transferor offers to surrender the Share "free of consideration" to the other Owners and none of them are willing to acquire it, then the Manager may give notice to the Owners of an intention to wind up the Syndicate in accordance with the procedure set out in clause 20.3 because the Syndicate's purpose cannot be accomplished.

10.5 An Owner must obtain the Manager's approval before publicly:
(a) offering a Share for sale by any means, including by private treaty, auction, or tender; or
(b) advertising or promoting a Share for sale by any means, including issuing an invitation to treat offers in the print media, on radio, TV, or the internet.

10.6 If the proposing transferor is required by the Corporations Act or the ASIC Instrument to provide a prospective buyer with a PDS, the Manager will, upon being requested to do so, provide a PDS to enable the proposing transferor to publicly offer the Share for sale.

10.7 The expenses incurred by the Manager in properly complying with the procedure set out in this clause 10 will be borne and paid by the proposing transferor, whether or not the Share is sold.

10.8 The transferee will be liable for all obligations and liabilities attaching to the Share, whether arising before or after the date of registration of the transferee as the Owner. However, the transferor will not be released from and will remain liable for all obligations and liabilities attaching to the Share up to the date of registration of the transferee as the Owner until they are satisfied.

10.9 This clause 10 will also apply to an interest in a Share.

11. GRANT OF SECURITY INTEREST TO OUTSIDE PARTY

11.1 Subject to giving 7 days' notice to the Manager, an Owner may grant a Security Interest attaching to the Owner's own Share to an outside party (grantee). The notice must include the name, address, and description of the grantee, the identity of the party entitled to receive the Income during the term of the Security Interest, and any other information that may reasonably be required by the Manager to enable the Manager to make the appropriate recording of the Security Interest in the Owners' register.

11.2 Upon entering the name of the grantee into the Owners' register in relation to a Share, the Manager will issue the grantee with a certificate (caveat certificate). Until the caveat certificate is surrendered to the Manager by the grantee, no further transactions relating to the Share will be registered.

11.3 While a person is recorded in the Owners' register as the grantee of a Security Interest, that person in lieu of the Owner will be entitled to the rights attaching to the Share. If there is more than 1 grantee recorded in respect of a Share, the voting and attendance rights will belong to the grantee first recorded in the Owners' register.

11.4 The Manager may rely and act upon the matters recorded in the Owners' register in relation to any Security Interest, and will not be obliged to take account of any claim or other matter alleged by either the Owner or the grantee unless the Manager:
(a) has reason to believe the information provided in relation to the Security Interest is not genuine; or
(b) is otherwise directed to do so by a court of competent jurisdiction.

11.5 The rights of the grantee under any Security Interest recorded in the Owner's register in accordance with this clause will be subject to the due observance and proper performance of this Deed on the part of the Owner and the Security Interests granted by each Owner to the other Owners and the Manager under this Deed having priority over that Security Interest.

11.6 The Manager will be entitled to a reasonable fee from the Owner and the grantee in relation to all acts performed under this clause 11, and the Manager will not be obliged to record any entry in the Owners' register prior to receiving the fee.

12. EXPENSES AND LIABILITY FOR EXPENSES

12.1 INSURANCE
(1) Each Owner is responsible for procuring insurance cover for mortality and other insurable risks in relation to the Owner's own Share. If the Manager procures insurance cover for any of the Owners, it will be as their representative (duly authorised in writing), and neither the policy of insurance nor any Proceeds received in settlement of a claim will comprise Syndicate Property. Furthermore, each Owner is directly and solely responsible for:
(a) payment of that proportion of the insurance premium as relates to the Owner's own Share;
(b) all negotiations and arrangements with the relevant insurer regarding either renewal of the existing cover, or the procurement of alternative cover, unless otherwise agreed with and confirmed in writing by the Manager prior to the expiry date of the existing cover; and
(c) providing the Owner's insurer with a copy of this Deed.
(2) The Manager may procure any public liability cover in relation to the Horse as it considers is desirable, the cost of which will be borne and paid by the Owners.

12.2 SALE RACE SERIES OR OWNERS' BONUS OR INCENTIVE SCHEME
(1) The Manager may from time to time pay a sum of money (qualifying fee) to any person or entity conducting a Sale Race Series or Owners' Bonus or Incentive Scheme.
(2) If the Manager elects to pay a qualifying fee, it will be borne and paid by the Owners.
(3) Subject to clauses 12.4, 19.2, 19.3 and 19.4, if the Manager receives any significant Owners' Bonus or Incentive Scheme payments, that Income will be payable to the Owners noted in the Owners' register at the time it is earned and will be paid to them by the Manager within 30 days of the Manager receiving it.

12.3 COMPLIANCE EXPENSES
The Owners must promptly pay or reimburse the Manager all fees and expenses properly earned or incurred in complying with this Deed, including the cost of:
(a) administering the Complaints Handling procedures under clause 14;
(b) obtaining accounting and legal advice, as necessary, in relation to the Syndicate; and
(c) reviewing and amending, as necessary, this Deed.
The bona fide determination as to whether any fees and charges are compliance expenses and the amount of those fees and charges will be made by the Manager, whose determination will be final and binding upon the Owners.

12.4 LIABILITY FOR EXPENSES
(1) Subject to clauses 2.1 and 16.2, each Owner will be liable for a proportion of the Syndicate's operating expenses in the same proportion as the number of Shares held bears to the total number of Shares.
(2) The Manager may from time to time, by notice, require the Owners to make contributions [in the proportions required by paragraph (1)] to cover all

fees and expenses which the Manager estimates all parties who provide services in relation to the Horse, the Syndicate, or under this Deed will properly earn or incur during the Accounting Period, and those contributions must be made by the Owners within 14 days after notice is given.

(3) The Owners must pay or reimburse [in the proportions required by paragraph (1)] within 14 days after notice requiring payment is given by the Manager all fees and expenses properly earned or incurred by all parties in relation to the Horse, the Syndicate, or under this Deed.

(4) The Manager may from time to time retain out of the Income and Proceeds, and any other money received on behalf of the Owners, the amount required to satisfy the obligation to make contributions and payments in accordance with this clause 12.4.

(5) The rights of the Manager under this clause 12.4 are subject to clause 16.2.

13. GST

13.1 The parties acknowledge that the GST Act has application and accordingly any charge under this Deed will increase by the amount of GST payable under the GST Act for providing a Taxable Supply.

13.2 Each party warrants that if required by the GST Act, the party will be registered at the time of any supply made on which GST is imposed. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking the evidence.

13.3 Any invoice rendered by a party to this Deed in connection with a supply under this Deed which seeks to recover an amount of GST payable by that party must conform to the requirements for a Tax Invoice.

14. COMPLAINTS

14.1 The Owners and the Manager agree that all internal Complaints will be dealt with in accordance with the procedure set out in clause 14.2.

14.2 If the Manager receives a Complaint from an Owner regarding the operation of the Syndicate or the conduct of the Manager, including as to the amount of any fees and expenses charged under this Deed, then the Manager:

(a) must acknowledge the Complaint as soon as practicable and in any event within 14 days of receiving it;

(b) must ensure the Complaint is given proper consideration;

(c) must act in good faith to correct any problem identified by the complaint as far as possible without adversely affecting the rights of third parties;

(d) may provide any of the following:

(i) an explanation of the circumstances giving rise to the Complaint;

(ii) an apology; or

(iii) the remedy as the Manager considers is appropriate in the circumstances; and

(e) must communicate with the complainant within 45 days of receiving the Complaint:

(i) the Manager's determination in relation to the Complaint;

(ii) the remedies (if any) available to the complainant; and

(iii) information regarding further avenues of resolving the Complaint, including the prospect of independent arbitration of the dispute.

15. LIEN AND CHARGE

15.1 Each Owner (grantor) grants to the other Owners and the Manager collectively a Lien and Charge over the grantor's Share and proportion of the Syndicate Property and Proceeds as security for the proper performance of the grantor's obligations under this Deed, including:

(a) to pay the grantor's proportion of the Syndicate's operating expenses when due; and

(b) not to transfer or create any Encumbrance attaching to the grantor's Share other than in accordance with this Deed.

15.2 This Lien and Charge:

(a) entitles the Manager to possession of the grantor's Share; and

(b) includes the rights [authorities and powers] of the Manager under:

(i) clause 19.3, to apply any distributions of Income and Proceeds otherwise due to the grantor;

(ii) clause 19.4, to give a direction for the payment of the grantor's proportion of Income and Proceeds; and

(iii) clause 19.5, to sell and transfer the grantor's Share;

when the grantor's breach of this Deed occurs.

15.3 The rights conferred by this clause 15 are in addition to and not in substitution of any rights of the parties at common law or under any statute.

16. INDEMNITIES

16.1 (1) The Owners acknowledge that as between themselves all liabilities and expenses incurred under this Deed are to be borne proportionately, in the same proportions as the number of Shares held bears to the total number of Shares.

(2) Each Owner covenants with every other Owner to indemnify them and keep them indemnified against all liabilities and expenses to the extent that those liabilities and expenses are borne otherwise than in the proportions stated in this Deed, although nothing in this clause will require an Owner to indemnify any other Owner for liabilities and expenses incurred because of another Owner's breach of this Deed or contravention of any statute.

16.2 No Owner will pledge the credit of the Syndicate or hold oneself out as acting on behalf of the other Owners, and if any Owner purports to do so that Owner will be personally liable for any debt incurred.

16.3 Unless specifically contemplated by this Deed, no Owner will bind any other Owner to a transaction with any third party, except with a written authorisation from the Owner enabling the first mentioned Owner to do so.

16.4 The Owners will severally indemnify (in the same proportions as the number of Shares held bears to the total number of Shares) the Manager for all liabilities and expenses incurred in properly performing the Manager's duties.

17. LIMITATIONS TO OWNERS' RIGHT OF INDEMNITY

17.1 The Manager will not be liable to the Owners for damages for harm suffered by the loss or diminution in value of the Horse if it dies or its value is diminished because of:

(a) the materialization of a risk, howsoever arising, that is either:

(i) an Inherent Risk, including accident, illness, infertility or sub-fertility, injury, or natural cause; or

(ii) any other risk that was insignificant or not reasonably foreseeable; or

(b) its failure to compete in or win any races or Prize Money.

17.2 (1) Except for any right of indemnity specifically preserved by this Deed, the Owners individually and collectively waive, so far as the law permits, any rights they may have against the Manager to claim damages for harm suffered by the loss or diminution in value of the Horse, howsoever arising, including liability in negligence and the right of an Owner to claim for economic loss or loss of opportunity to earn future income.

(2) Any rights of indemnity either specifically preserved or not capable of waiver will be limited in damages to the Application Price.

17.3 Certain legislation, including the Competition and Consumer Act, may impose consumer guarantees or imply warranties or conditions or impose obligations upon the Manager which cannot be excluded, restricted, or modified, or cannot be excluded, restricted, or modified, except to a limited extent. This Deed must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which the Manager is entitled to limit the Manager's liability, the liability is limited to:

(a) in the case of goods, at the Manager's option:
  (i) the replacement of the goods or the supply of equivalent goods;
  (ii) the repair of the goods;
  (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  (iv) the payment of the cost of having the goods repaired; and

(b) in the case of services, at the Manager's option:
  (i) the supplying of the services again; or
  (ii) the payment of the cost of having the services supplied again.

18. OWNERS' ACKNOWLEDGEMENTS AND DECLARATIONS

18.1 Each Owner acknowledges executing this Deed at the Owner's own risk and that, except for what is set out in this Deed no person, including the Manager, has made any representation or provided any warranty in relation to:

(a) the services to be provided by the Manager;
(b) the physical soundness or suitability of the Horse for racing or any other purpose;
(c) the adequacy or reliability of any insurance cover procured by the Manager in accordance with clause 12.1; or
(d) the future value or saleability of the Shares or the Horse either at any time during the Term or upon the winding up of the Syndicate.

18.2 Each Owner further acknowledges that:

(a) SPECULATIVE NATURE OF INVESTMENT AND RISK
owning and racing the Horse and thoroughbred racehorses generally:
  (i) is speculative, as the Owners will incur significant obligations and expense without the assurance of any financial return; and
  (ii) involves risks, including those risks specifically referred to in clause 17.1;

(b) LIMITATION ON OWNERS RIGHT TO CONTROL
the right to control over their individual ownership interests in the Horse is subordinated to the authority of the Manager and the Trainer to operate the common enterprise that constitutes the Syndicate on behalf of all the Owners collectively in accordance with this Deed and the Training Agreement;

(c) LIQUIDITY AND SOLVENCY
a breach by any Owner of a payment obligation under this Deed may result in the common enterprise being illiquid or insolvent [the Syndicate Property being insufficient to pay all the operating expenses when due] necessitating the transfer of either:
  (i) the Defaulting Party's Share to remedy the situation; or
  (ii) the Horse and the winding up of the Syndicate;

(d) NO REPRESENTATION OR WARRANTY AS TO PERFORMANCE
any assessment or expression of opinion by the Manager as to how the Horse may perform in any specific race, or generally, will not constitute a representation or warranty as to performance;

(e) AN ENTIRE MAY REQUIRE GELDING
if the Horse is an Entire it may require gelding because of physical or behavioural considerations in an attempt to enhance racing performance, or if permitted to remain an Entire a residual value as a stallion is not assured;

(f) NO ASSURANCE OF READY MARKET FOR SHARES OR HORSE
there may be no ready market for the Shares or the Horse either at any time during the Term or upon the winding up of the Syndicate; and

(g) WARNING NOTICE
prior to executing this Deed, the Owner has been given and has read and understood the attachment marked "WARNING – IMPORTANT INFORMATION".

18.3 Each Owner declares that prior to executing this Deed, the Owner has had the opportunity to obtain:

(a) independent legal advice in relation to the Owner's individual and collective rights and obligations as an Owner under this Deed;
(b) a copy of the Training Agreement, including the Fees Notice; and
(c) a copy of the Rules of Racing from website: www.racingaustralia.com.au; and

and has either done so or freely declined to do so.

19. DEFAULT

19.1 (1) If an Owner fails to make any contribution or payment under this Deed by the due date the Manager may give notice to the Owner requiring payment of the outstanding amount within 14 days, failing which it may charge compound interest at the rate of 1% per month on that amount for the period commencing on the initial due date and ending on the date payment is received.

(2) The right conferred by paragraph (1) will not prejudice any other rights which the Manager may have against the Owner.

19.2 If an Owner:

(a) breaches a material obligation under this Deed, including any payment obligation, and does not remedy the breach within 14 days after being given notice by the Manager requiring that it be remedied;
(b) is declared by a Principal Racing Authority to be ineligible to be an Owner under the Rules of Racing; or
(c) is either bankrupt or insolvent resulting in the Owner's assets having passed to a trustee in bankruptcy or similar administrator;

then the Owner ("Defaulting Party") will not until the breach is remedied be entitled to exercise any of the rights conferred upon an Owner by this Deed, and the Manager may suspend all those rights and proceed to exercise the full range of legal and equitable remedies against the Defaulting Party.

19.3 RIGHT TO APPLY INCOME AND PROCEEDS

(1) While the Defaulting Party continues to be in breach of any payment obligation the Manager may apply distributions of Income and Proceeds otherwise due to the Defaulting Party in payment of the obligation.

(2) The Manager will pay to the Defaulting Party any distributions of Income and Proceeds not required to be applied by the Manager either in remedying or because of the Defaulting Party's breach of this Deed.

19.4 RIGHT TO GIVE A DIRECTION FOR THE PAYMENT OF INCOME AND PROCEEDS

(1) The Manager may give a direction for the payment of the Defaulting Party's proportion of Income and Proceeds if:
  (a) the Horse is racing, by notice to the Principal Racing Authority or other payer of Net Prize Money, Owners' Bonus or Incentive Scheme payments and other bonuses, as the case requires;

(b) the Defaulting Party's Share or the Horse is sold, by notice to the selling agent or buyer, as the case requires; or
(c) there is a claim under any insurance policy attaching to the Defaulting Party's Share or the Horse, by notice to the insurer;

requiring payment directly to the Manager of the amount required to fully discharge any outstanding payment obligation of the Defaulting Party as a first call on the Defaulting Party's proportion of those moneys.

(2) The Defaulting Party, in consideration of these presents and for good and valuable consideration, irrevocably directs the recipient of a notice given pursuant to paragraph (1) to make payment in accordance with the notice without reference to the Defaulting Party and without requiring a direction by order of the court for payment and attachment of debt. A statement specifying the outstanding amount and a copy of this Deed will constitute adequate notice.

19.5 POWER OF SALE OF SHARE

(1) If the Defaulting Party is in breach of a material obligation, including any payment obligation, for more than 60 days [or 7 days if the Defaulting Party has become ineligible to be an Owner under the Rules of Racing], the Manager may with the Owners' approval (by an Extraordinary Resolution) give notice to the Defaulting Party requiring the sale of the Defaulting Party's Share either:
(a) to those Owners who are able and willing to acquire it; or
(b) subject to clause 10.2, to any other eligible person and by the means the resolution may authorise;

without requiring a direction by order of the court for sale and attachment of debt.

(2) For the purpose only of the Manager exercising the Manager's right to sell the Defaulting Party's Share when its breach of this Deed occurs, the Defaulting Party, in consideration of these presents and for good and valuable consideration irrevocably:
(a) nominates, constitutes, and appoints the Manager as the Defaulting Party's agent, attorney or representative (as the law permits) to sell the Share and to execute any instrument and do any act or thing required to effect the sale and convey to and assure the buyer the Share, as sold, including registration of the Transfer of Ownership with the Registrar of Racehorses or Principal Racing Authority; and
(b) directs the Registrar of Racehorses or Principal Racing Authority to register the Transfer of Ownership without reference to the Defaulting Party and without requiring a direction by order of the court for registration.

(3) Any sale of the Defaulting Party's Share other than at public auction or tender must be in good faith and at a price not less than the fair market value of the Share as determined in writing by either MM or WI, or if neither of them is able and willing to act, then another member of the FBAA who is able and willing to act, at the Manager's discretion. The determination will be as an expert and will be final and binding upon the parties.

(4) The Manager will effect the sale of the Defaulting Party's Share as soon as practicable after the sale price has been determined.

(5) Upon the sale of the Defaulting Party's Share the Manager will apply the Proceeds:
(a) firstly, in payment of all sale fees and charges, including the sale entry fee and commission; and
(b) secondly, in payment of the Defaulting Party's outstanding payment obligations.

The Manager will pay to the Defaulting Party any net Proceeds not required to be applied by the Manager either in remedying or because of the Defaulting Party's breach of this Deed.

19.6 If the Manager is unable to:
(a) secure the Defaulting Party's compliance with the Defaulting Party's payment obligations; or
(b) effect the sale or surrender of the Defaulting Party's Share either to the other Owners or other eligible person;

then the Manager may give notice to the Owners in accordance with clause 20.3 of an intention to wind up the Syndicate because its purpose cannot be accomplished as a consequence of the common enterprise being illiquid or insolvent [the Syndicate Property being insufficient to pay all the operating expenses when due].

19.7 RIGHT TO INDEMNITY COSTS

If the Manager or its nominee undertakes any account management or debt recovery action with any agency or legal proceedings against the Defaulting Party in relation to the breach of a material obligation under this Deed, including any payment obligation, the Manager may recover from the Defaulting Party all fees and expenses, including account management fees, agency commissions, legal fees and other expenses incurred in relation to such action or proceedings on a full indemnity basis.

19.8 OTHER RIGHTS

The rights conferred by clauses 19.1 to 19.7 inclusive will not prejudice any other rights which the Manager or other party to this Deed may have against the Defaulting Party.

20. TERMINATION

20.1 This Deed (as amended by modification or replacement deed) will have full force and effect until it is ended by the first to occur of the following:
(a) the Horse dies;
(b) the Owners agree (by an Extraordinary Resolution) to:
(i) retire the Horse from racing and wind up the Syndicate in accordance with clause 20.3; or
(ii) transfer the Horse in accordance with clause 20.4;
(c) the Manager exercises its rights to transfer the Horse and wind up the Syndicate in accordance with clause 20.5; or
(d) a direction is given by order of the court requiring the sale of the Horse and the winding up of the Syndicate;

and the Syndicate is wound up.

20.2 (1) The following parties may petition the court for an order requiring the sale of the Horse and the winding up of the Syndicate:
(a) an Owner or Owners of at least 50% of the legal and beneficial title to the Horse; or
(b) the Manager if it considers the Syndicate's purpose either has been accomplished or cannot be accomplished.

The court may order that the Manager proceed to sell the Horse and wind up the Syndicate or appoint a trustee or receiver (or similar administrator) to do so.

(2) Except for paragraph (1), the Owners individually and collectively waive, so far as the law permits, any rights they may have to petition the court for any order requiring the sale of the Horse and the winding up of the Syndicate.

20.3 RETIREMENT FROM RACING

Upon the Horse being retired from racing:
(a) if it suitable for breeding purposes, it must be transferred in accordance with clause 20.4 unless:
(i) the Owners agree (by an Extraordinary Resolution) to modify or replace this Deed with provisions that provide for the ongoing operation of the common enterprise for the purpose of using the Horse for breeding; and

(ii) any Owner who wishes to sell a Share can achieve a sale in accordance with the procedure set out in clause 10.4; or

(b) if it is a gelding or otherwise unsuitable for breeding purposes, it must be offered for sale in accordance with clause 20.4 unless all the Owners agree (by a Resolution at a meeting of Owners with all Owners who vote on the Resolution casting votes to pass the Resolution) to the Horse being:

(i) transferred to an Owner or other appropriate person for its retirement; or

(ii) retrained and rehomed as an equestrian or riding horse.

20.4 TRANSFER (INCLUDING SALE OR OTHER DISPOSAL)

(1) Unless otherwise expressly authorised by this Deed or directed by order of the court, the Horse will only be transferred pursuant to and in accordance with the terms of an Extraordinary Resolution of the Owners. In the absence of an Extraordinary Resolution of the Owners to the contrary, any sale other than by public auction or tender must be in good faith and at a price not less than the fair market value of the Horse as determined in writing by either MM or WI, or if neither of them is able and willing to act, then another member of the FBAA who is able and willing to act, at the Manager's discretion.

(2) The Owners, individually and collectively, in consideration of these presents and for good and valuable consideration irrevocably:

(a) nominate, constitute, and appoint the Manager as their agent, attorney or representative (as the law permits) to transfer the Horse in accordance with this clause 20 and to execute any instrument and do any act or thing required to effect the transfer, including registration of the Transfer of Ownership with the Registrar of Racehorses or Principal Racing Authority; and

(b) direct the Registrar of Racehorses or Principal Racing Authority to register the Transfer of Ownership without reference to the Owners and without requiring a direction by order of the court for registration.

(3) If the Manager proceeds to publicly offer the Horse for sale by private treaty, auction or tender any Owner, except for a Defaulting Party under clause 19.2, may submit an offer to acquire the Horse or bid at any auction or tender without reference to the other Owners. A Defaulting Party under clause 19.2 will not be entitled to submit an offer to acquire the Horse or to participate in any auction or tender.

20.5 MANAGER'S RIGHT TO WIND UP SYNDICATE

(1) The Manager may take steps to wind up the Syndicate in accordance with the procedure set out in this clause 20.5 if it considers that the Syndicate's purpose either:

(a) has been accomplished; or

(b) cannot be accomplished.

(2) The Manager must give notice to the Owners:

(a) explaining the proposal to wind up the Syndicate, including how the Syndicate's purpose either has been accomplished or why that purpose cannot be accomplished; and

(b) informing the Owners:

a. of their right to convene an Owners' meeting to consider the proposed winding up and to vote on any Extraordinary Resolution the Owners propose about the winding up of the Syndicate; and

(ii) that the Manager is permitted to wind up the Syndicate unless an Owners' meeting is convened to consider the proposed winding up within 28 days of the Manager giving notice to the Owners.

(3) If the Manager gives notice to the Owners of an intention to wind up the Syndicate because the Syndicate's purpose cannot be accomplished and this situation is remedied within 28 days after notice is given, the Manager will not take any further steps to wind up the Syndicate. However, if either no Owners' meeting is held to consider the proposed winding up, or an Owners' meeting is convened but the situation is not remedied within 7 days after the Owners' meeting, then the Manager may proceed with the transfer of the Horse and the winding up of the Syndicate, or appoint a trustee or receiver (or similar administrator) to do so, without requiring a direction by order of the court for such action.

20.7 PROCEEDS

Upon the sale of the Horse the Manager will:

(a) apportion the net Proceeds between the Owners [in the same proportions as the number of Shares held bears to the total number of Shares]; and

(b) Subject to the authority of the Manager to deduct any outstanding contribution or levy due to the Syndicate and payable by an Owner from that Owner's proportion of the Proceeds, distribute to each Owner their proportion of the Proceeds.

20.8 All rights and obligations accruing prior to the End Date will not be affected or prejudiced by the Syndicate ending.

20.9 Upon the completion of the winding up of the Syndicate, the Manager will:

(a) distribute to the Owners the Syndicate Property and any other moneys held by the Manager on their behalf;

(b) prepare the Accounts for the final Accounting Period; and

(c) forward a copy of the Accounts to the Owners.

21. PPSA

21.1 SECURITY AGREEMENT

This Deed will constitute a Security Agreement under the PPSA. The rights conferred by this clause are in addition to and not in substitution of any rights of the parties at common law or under any statute.

21.2 GRANT OF SECURITY INTEREST AND CONSENT TO REGISTRATION

Each Owner (grantor):

(a) grants to the other Owners collectively and the Manager (each a "secured party") a Security Interest attaching to the grantor's:

(i) Share as livestock (as that term is defined in the PPSA); and

(ii) proportion of the Syndicate Property and Proceeds;

to secure the proper performance of the grantor's obligations under this Deed;

(b) consents to the secured parties registering the Security Interests on the PPSR;

(c) authorises the Manager to create a secured party group which includes all the secured parties, and to act as their agent for the purposes of registration, maintenance, and enforcement of the Security Interests;

(d) undertakes:

(i) to execute any instrument required to enable the Manager to register a Financing Statement or Financing Change Statement from time to time on the PPSR to perfect the Security Interests and together with the other secured parties to pay all fees and expenses incurred in relation to the registration, maintenance, enforcement, or discharge of the Security Interests; and

(ii) not to grant any Encumbrance to any other person attaching to the grantor's Share without first obtaining the Manager's written

consent, which will be deemed to be the consent of all the secured parties;

(e) declares that, to the extent permitted under the PPSA, sections 142 and 143 of the PPSA do not apply to this Deed or the Security Interests; and

(f) waives any right as permissible under the PPSA to receive a notice.

22. NOTICES

22.1 Any notice, demand, or other instrument given pursuant to this Deed will be deemed properly given if it is in writing and delivered to or sent by prepaid mail to an address within Australia, or by prepaid airmail post to an address outside Australia, or by facsimile or email transmission, in the case of:

(a) the Manager, to the Manager's address or number specified in Schedule 1; and

(b) an Owner, to the Owner's address or number set out in the register of Owners.

22.2 Notice given in accordance with clause 22.1 will be deemed to have been duly served, in the case of:

(a) prepaid mail to an address within Australia, upon the expiration of 5 Business Days after the day of posting;

(b) prepaid airmail post to an address outside Australia, at the expiration of 7 Business Days after the day of posting; and

(c) facsimile or email transmission, on the day after the date of transmission.

23. FURTHER ASSURANCES

23.1 Each Owner will at the Owner's own expense, when called upon by the Manager to do so, execute any instrument and do any act or thing required to give effect to this Deed.

23.2 If the Manager gives notice to an Owner requiring the Owner to perform an obligation under clauses 10.1, 10.4, or 23.1 and the Owner fails to perform the obligation within 21 days after notice is given, then the Owner in consideration of these presents and for good and valuable consideration irrevocably appoints the Manager as the Owner's agent, attorney or representative (as the law permits) to execute any instrument and do any act or thing required to fulfil the obligation.

24. GOVERNING LAW

24.1 The law governing this Deed is the law of the Commonwealth of Australia and of the state or territory specified in Schedule 1, and the forum for all disputes will be either the Federal Court of Australia, or the Courts of that place to the authority of and which, including any appellate jurisdictions of those courts the parties unconditionally submit and confine themselves.

24.2 The parties submit themselves to the jurisdictions of the Courts of the Commonwealth of Australia and that place for all proceedings arising from this Deed.

25. AMENDMENT

25.1 The Manager may only amend (including add to or delete from) this Deed by modification or replacement deed with the Owners' approval (by a Special Resolution).

25.2 No amendment will be made to this Deed that adversely affects the rights of each Owner to receive the Owner's proportion of the Income and Proceeds.

26. EXECUTION

An Owner can apply to become a party to this Deed by executing an Application Deed and forwarding it to the Manager and will become bound by this Deed upon being registered as an Owner.

27. DEFINITIONS AND INTERPRETATION

27.1 The following words have these meanings in this Deed unless the contrary intention appears:

Accounting Period means any one of the following periods:

(a) the period from the Commencement Date to 30 June next;

(b) each following period of 12 months ending on 30 June in each year until 30 June immediately preceding the End Date; or

(c) the period from 1 July immediately preceding the End Date to the End Date;

but the Manager may alter the Accounting Period to a period of 12 months ending on a date other than 30 June and in those circumstances the reference to 30 June and 1 July are altered accordingly.

Accounts means the profit and loss accounts and balance sheet for the Syndicate and includes statements, reports and notes attached to or intended to be read with any of those profit and loss accounts or balance sheets, which accounts must be prepared in accordance with generally accepted accounting principles.

AFSL means Australian Financial Services Licence.

AFS Licensee means a person or entity that holds an AFSL.

Applicant means each person who, in accordance with this Deed, is entitled to acquire a Share.

Application Deed means an application for a Share in the form of Schedule 2.

Application Price means the amount specified in Schedule 1 at which Shares were initially offered for sale prior to the Commencement Date of the Syndicate.

ASIC means the *Australian Securities & Investments Commission.*

Associate has the meaning given to it in the Corporations Act.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the state specified in Schedule 1.

Chair means the chairperson of an Owners' meeting held in accordance with clause 6.

Charge means right to seize and sell (including a power of sale and right to receive and apply Prize Money and Proceeds).

Commencement Date means the commencement date of the Syndicate or this Deed, as the context requires.

Competition and Consumer Act means the *Competition and Consumer Act 2010 (Cth),* as amended.

Complaint means an expression of dissatisfaction made to an organisation, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly expected.

Corporations Act means the *Corporations Act 2001 (Cth),* as amended.

Deed means the provisions (including all covenants, terms, and conditions) of this document, including any modification or replacement deed adopted by the Manager with the Owners approval.

Encumbrance means any:

(a) Security Interest;

(b) right, interest or arrangement which has the effect of giving another person a preference, priority, or advantage over creditors, including any right of set-off;

(c) third party right or interest in property, or any right arising from the enforcement of a judgement;

or agreement to create any of them or allow any of them to exist.

End Date means the date upon which the Syndicate is ended in accordance with clause 20.

Entire means a male horse that has not been gelded.

Extraordinary Resolution means a resolution:

(a) of which notice in accordance with clause 6.1 has been given; and

(b) that has been passed by at least 50% of the total votes that are capable of being cast by Owners entitled to vote on the resolution (including Owners who are not present in person or by attorney, proxy or representative).

FBAA means *Federation of Bloodstock Agents Australia Ltd (ABN 27 003 596 718).*

Fees Notice means the notice (as amended) of the Trainer's current basic fees and charges, including any additional remuneration or gratuities that the Owners may be required to pay to or bestow upon the Trainer for maintaining, training, and racing the Horse.

Financing Statement has the meaning given to it in the PPSA.

Financing Change Statement has the meaning given to it in the PPSA.

GST Act means the *"A New Tax System (Goods and Services Tax) Act 1999",* as amended.

Horse means the thoroughbred colt, filly, Entire, gelding or mare the object of this Deed described in Schedule 1.

Including Without Limitation. Unless the context otherwise requires, where the word "include", "includes", or "including" appears it will be deemed to be followed by the words "without limitation".

Income means, for the Syndicate and any Accounting Period, the net income of the Syndicate in respect of the Accounting Period determined in accordance with generally accepted accounting principles, whether accrued, due, or receivable or received and not previously accounted for.

Inherent Risk means a risk of something occurring that cannot be avoided by the exercise of reasonable care.

Lien means the right to retain.

Lifetime Service Right means an entitlement to a service right during each southern hemisphere stud season free of any service fee. The granting of a Lifetime Service Right does not bestow upon the holder of the right any interest in the legal or beneficial title to the Horse.

Managed Investment Scheme has the meaning given to it in the Corporations Act.

MM means *Magic Millions Sales Pty Ltd (ABN 54 078 396 317).*

Manager means the person or entity named in Schedule 1, or subsequently appointed by the Owners under this Deed, as the Manager.

Month means calendar month.

Owner means a person or entity who holds a Share in the Horse. Joint holders of a Share will count as a single Owner, unless otherwise provided.

Owners' behalf means on behalf of all the Owners as a group.

Owners' Bonus or Incentive Scheme means any owners bonus or incentive scheme (e.g. BOBS, QRIS, SABIS or VOBIS) for which the Horse is eligible.

Net Prize Money means the Owners' proportion of Prize Money after the mandatory deductions by the Principal Racing Authority under the Rules of Racing.

PDS means either the Lead Regulator-approved Product Disclosure Statement for the initial offering of the Shares, or any Product Disclosure Statement subsequently issued by the Manager for the pursuant to clause 10.6.

PPSA means the *Personal Property Securities Act 2009 (Cth),* as amended.

PPSR means the *Personal Property Securities Register* under the PPSA.

Principal Racing Authority means the body responsible for the regulation of thoroughbred horse racing in the place in which the Horse is racing or may race, and for the purpose of the ASIC Instrument the "**Lead Regulator**".

Prize Money means the total amount of advertised Prize Money won by the Horse.

Proceeds means proceeds of sale of a Share or the Horse, or of any insurance claim paid, as the context requires.

Racing Colours means the racing colours specified in Schedule 1.

Registrar of Racehorses means the registrar under the Rules of Racing.

Resolution (subject to any further qualification specified in this Deed) means:

(a) a resolution passed at an Owners' meeting;
    (i) on a show of hands, by the requisite majority of Owners present in person or by attorney, proxy or representative; or
    (ii) if a poll is demanded, by the Owners of the requisite majority of Shares held by Owners present in person or by attorney, proxy, or representative voting on the poll; or
(b) where the law allows, a resolution in writing signed by Owners holding the requisite majority of the Shares.

Rules of Racing means the Australian Rules of Racing, including the TOR Rules, applying in the place where the Horse is racing or may race. These rules are published by Racing Australia ("**RA**") and supplemented by local rules ("**LR**") determined by each Principal Racing Authority, as amended.

Sale Race Series means any sale race or race series (e.g. MM, QRIS, or WI) for which the Horse is eligible.

Secretary means the Secretary referred to in clause 3.6(g) of this Deed.

Secured Party means a person who is granted a Security Interest or Caveat Certificate under this Deed.

Security Interest:

(a) in relation to any personal property (as defined in the PPSA), has the meaning given to it in the PPSA; and
(b) in relation to any other property, means any charge, mortgage, pledge, bill of sale, hypothecation, lien, arrangement concerning the deposit of documents evidencing title, trust, power or title retention arrangement, or any other covenant or arrangement of any nature made to secure the payment of money or the observance of an obligation.

Share means 1 of the equal undivided ownership interests in the Horse specified in Schedule 1.

Share Transfer means a Share Transfer in the form of Schedule 3.

Special Resolution means a resolution:

(a) of which notice in accordance with clause 6.1 has been given; and
(b) that has been passed by at least 75% of the votes that are capable of being cast by Owners entitled to vote on the resolution (including Owners who are not present in person or by attorney, proxy or representative).

Syndicate means the co-ownership contract-based "common enterprise" arrangements evidenced by this Deed established for the purpose of using the Horse for racing.

Syndicate Name means the syndicate name, if any, specified in Schedule 1 and registered with the Registrar of Racehorses by the Manager on behalf of the Owners.

Syndicate Property means any contributions to or Income of the Syndicate, including:

(a) Owners' contributions to operating expenses (regardless of whether they are paid to the Syndicate's designated bank account maintained by the Manager, or by each Owner directly to the Trainer and other Third-Party Service Providers, the Owner's proportion of operating expenses); and
(b) Prize Money, Owners' Bonus or Incentive Scheme payments and other bonuses won by the Horse (regardless of whether it is paid by the Principal Racing Authority to the Syndicate's designated bank account maintained by the Manager, or to each Owner directly, the Owner's proportion of the Income).

The Horse does not comprise Syndicate Property, as it is owned by the Owners as tenants-in-common.

Syndicate Records means all books, records, and other documents relating to the Syndicate's operations, including the Accounts and Owners' register.

Tax Invoice has the meaning given to it in the GST Act.

Taxable Supply has the meaning given to it in the GST Act.

Term means the period from the Commencement Date until the End Date.

Third-Party Service Provider means any external service provider contracted by either the Manager or the Trainer to provide services in relation to the Horse, including, but not limited to agistment, pre-training, training, and racing, dentistry, farriery, veterinary, and transportation.

TOR Rules means those rules set out in Schedule 2 of the Rules of Racing.

Trainer means the appropriately licensed person named in Schedule 1, or subsequently appointed by the Manager as the Trainer under this Deed.

Training Agreement means the agreement between the Trainer and the Owners (agreed by the Manager on behalf of the Owners collectively) pursuant to which the Trainer agrees to train and race the Horse on the Owners' behalf and provide ancillary services.

Training Fees Disputes Resolution Procedures means the procedures in the TOR Rules (TOR Rules 4 to 9 inclusive) for the resolution of a dispute between the trainer and the owner over the payment of training fees.

Transfer. Unless the context otherwise requires, where the word "transfer" or "transferred" appears it will be deemed to be followed by the words "sell or otherwise dispose of", "sale or other disposal", or "sold or otherwise disposed of" as appropriate.

Transfer of Ownership is a prescribed form of the Registrar of Racehorses or Principal Racing Authority.

Trophy includes any trophy, rug, sash, trinket, prize, or other non-cash benefit.

Unanimous Resolution means a resolution passed at a duly convened general meeting of Owners at which all persons entitled to vote exercising the powers of voting by or under the Deed are present personally or by proxy or vote in writing at the time of the motion.

Will. Unless the context otherwise requires, where the word "must" or "will" appears in relation to an obligation it means a positive obligation of the party to perform the action, whereas "must not" or "will not" means a prohibition on the party performing the action.

WI means *William Inglis & Son Ltd (ABN 75 000 011 307).*

27.2 In this Deed unless the contrary intention appears:

(i) the singular includes the plural, and the plural includes the singular;

(ii) a reference to any one gender includes a reference to each other gender;

(iii) a reference to a person includes a reference to a firm, corporation, or other corporate body;

(iv) a reference to writing includes a reference to printing, typing and other methods of producing words in a visible form;

(v) a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(vi) a reference to any regulatory policy, legislative instrument, or similar, includes that policy, legislative instrument, or similar, as modified or replaced;

(vii) where a word or expression is given a specific meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

(viii) headings are for ease of reference and do not affect the construction of this Deed;

(ix) if a party consists of more than one person this Deed binds them jointly and each of them severally;

(x) this Deed binds, in addition to the parties, their respective legal personal representatives and successors and assigns; and

(xi) any schedule or annexure will form part of this Deed.

SCHEDULE 2

SHARE APPLICATION – TO BE COMPLETED AND EXECUTED BY OWNER

THIS DEED OF AGREEMENT is made on the day of , .
BY:

Applicant (1) – Surname:		
Given name(s):		Date of birth:
Applicant (2) – Surname:		
Given name(s):		Date of birth:
Company name:		ACN:
Syndicate/trading name, if any:		
Street address:		
PO Box, if preferred mailing address:		
Suburb:	State:	Postcode:
Telephone: (Bus)	Home:	Mobile:
Email:		
Tax file number (voluntary):		
Australian Business Number (ABN), if applicable:		
If you have an ABN number, are you registered for GST (if applicable):		
Where ABN is not supplied, please confirm that you are a hobby owner:		
If you are a Foreign Company, you must provide a Foreign Company – Australian Registered Body Number (ARBN):		

BANK ACCOUNT DETAILS FOR PAYMENT OF DISTRIBUTIONS, IF ANY, BY EFT

ACCOUNT NAME	BANK NAME	BSB NUMBER	ACCOUNT NUMBER

[ALL DETAILS specified in the above table MUST be provided as the information is required by the Registrar of Racehorses when registering the ownership].

IN FAVOUR
OF: The Manager
AND: The Racing Manager
AND: Each person who from time to time is bound as an Owner by the deed dated the day of , ("Owners Deed") governing the ownership of the thoroughbred horse

Name of Horse: UNNAMED		
Colour: Chestnut	Sex: Colt	Year foaled: 2020
Sire: AMERICAN PHAROAH (USA)	Dam: SPEAK FONDLY (AUS)	
Life number: AUS01233008	Microchip number: 985100012181807	

by reason of executing a deed in the form of this deed (each separately called an "Owner" and collectively the "Owners").

RECITALS:
A. The Applicant has been accepted by the Manager as an Owner, subject to the Owners Deed.
B. The Applicant has agreed to execute this deed for the benefit of each other party to the Owners Deed.

OPERATIVE PROVISIONS:
1. The Applicant hereby covenants and agrees with the Manager and the Owners from time to time of Shares in the Horse and the Syndicate that the Applicant will be bound by the Owners Deed and will comply with all the obligations imposed on each Owner as if the Applicant had executed the Owners Deed and was an original party to it.
2. Words and expressions used in this deed will have the same meaning as they have in the Owners Deed.

EXECUTED BY THE PARTIES AS A DEED

[Applicant - if an individual]

Signed, Sealed and Delivered by)
)
in the presence of:)

....
Signature of witness Signature of Applicant

.....
Name of witness (BLOCK LETTERS)

[Applicant - if a company]

Executed by)
#)
ACN/ABN #)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Director/Company Secretary Director

....
Name of Director/Company Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

Executed by)
PTY LTD)
ABN)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Name of Sole Director/Sole Company secretary (BLOCK LETTERS) Sole Director/Sole Company Secretary

SCHEDULE 3

SHARE TRANSFER – TO BE COMPLETED AND EXECUTED BY BOTH TRANSFEROR AND TRANSFEREE

THIS TRANSFER is dated the day of , .
BETWEEN: ("Transferor")
AND: ("Transferee")
The Transferor in consideration of $ paid by the Transferee
HEREBY TRANSFERS to the Transferee Share Number ( ) of the Shares in the thoroughbred horse

Name of Horse: UNNAMED		
Colour: Chestnut	Sex: Colt	Year foaled: 2020
Sire: AMERICAN PHAROAH (USA)	Dam: SPEAK FONDLY (AUS)	
Life number: AUS01233008	Microchip number: 985100012181807	

and the ( ) Syndicate constituted by deed dated the day of ,
("Owners Deed") and made between the parties to hold the same unto the Transferee subject to the Owners Deed.

[Transferor - if an individual]

Signed)
)
in the presence of:)

....
Signature of witness Signature of Transferor

.....
Name of witness (BLOCK LETTERS)

[Transferor - if a company]

Executed by)
)
ACN/ABN)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Director/Company Secretary Director

....
Name of Director/Company Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

Executed by)
PTY LTD)
ABN)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Name of Sole Director/Sole Company secretary (BLOCK LETTERS) Sole Director/Sole Company Secretary

[Transferee - if an individual]

Signed)
)
in the presence of:)

....
Signature of witness Signature of Transferee

.....
Name of witness (BLOCK LETTERS)

[Transferee - if a company]

Executed by)
)
ACN/ABN)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Director/Company Secretary Director

....
Name of Director/Company Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

Executed by)
PTY LTD)
ABN)
in accordance with section 127 of the)
Corporations Act 2001:)

....
Name of Sole Director/Sole Company secretary (BLOCK LETTERS) Sole Director/Sole Company Secretary

ATTACHMENT

WARNING – IMPORTANT INFORMATION

The ownership and racing of thoroughbred horses involve risks, including Inherent Risks and other risks that may be insignificant or not reasonably foreseeable. Be aware that:

- The value of the Horse may be diminished or lost through:
  - market forces;
  - the failure of the Horse to compete in or win any races or Prize money;
  - the death of the Horse; or
  - the materialization of an Inherent Risk, including (without limitation) accident, illness, injury, infertility or subfertility, or natural cause.
- The Horse may have no residual value as a stallion or broodmare.
- Racing stables, racecourses, agistment farms and other places where the Horse and other horses may be located from time to time can be dangerous places, including because horses do not always behave as expected. Entering onto those places involves the risk of accident or injury and damage or loss to person or property for all people who enter.

PAYMENT OBLIGATIONS

The Owners should be aware that the failure of any Owner to comply with such Owner's payment obligations may result in:

- the Trainer stopping or suspending training of the Horse until all outstanding invoices of the Trainer and Third-Party Service Providers are paid; and
- the Syndicate Property being insufficient to pay all the Syndicate's operating expenses, necessitating the sale of the Horse and the winding up of the Syndicate.