

Dream Thoroughbreds Kiaria Syndicate

3yo Bay Filly by D'Argento out of Kiaria Named Fortunistic

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.

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Dream Thoroughbreds Pty Ltd ACN 145 663 574 AFSL Licence No 417218
Level 2, 302-304 Lygon 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 Level 2, 302-304 Lygon 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 15 years' experience in syndicate management.

Seller

The Seller of this horse is Dream Thoroughbreds Pty Ltd

Title

Investors will obtain unencumbered title to the 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic.

Dream Thoroughbreds Pty Ltd assert that this horse racing scheme is now live.

Dream Thoroughbreds Pty Ltd may continue to advertise shares in the 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic, after unencumbered title has been passed.

Lead Regulator

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

Contact details:

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

Formation of Syndicate

The Syndicate is being formed with the principal purpose to race a 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic, 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 29th September 2023 (3yo)
Sex:	Filly
Colour:	Bay
Pedigree:	By D'Argento out of Kiaria
Name:	Fortunistic
Status:	In Training

Pedigree Description

Sire: **D'ARGENTO** is a Group 1 winning son of the Champion Sire So You Think.

He won his first 2 starts as a 2yo, and then won the 2018 Group 1 Rosehill Guineas at only his 6th race start.

He follow that with a 4th in the Group 1 Doncaster as a 3yo.

He ran 4th to Winx in the Winx Stakes and then ran 2nd to Hartnell in the Group 1 Epsom.

He ran in a Cox Plate behind Winx, he was a horse of the utmost quality, and is now producing quality racehorses as a Sire.

Dam: **KIARIA** is a winning daughter of Sebring and half sister to the stakes placed Hill Spy.

Her Dam was Shanzero is a Group 3 winner in NZ, and ran second in a Group 1 & Group 2 in NZ.

This is a family littered with stakes winners.

This is her second foal, and the D'Argento cross with Sebring mares is the second highest nick for D'Argento for winners

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

This is an outstanding filly from an up and coming stallion has produced Group 1 competitive racehorses.

This sire can produce a variety of quality horses over a myriad of distances.

He has produced the favourite for the SA & QLD Derby in Statuario.

This filly has a large frame, scope to grow, and she covers ground well. She has a smooth action, and large stride.

She is a quality filly, with a very strong pedigree on her Dams side, which suggests she will be an 3yo miler capable of competing at stakes level.

This is an exciting filly!

Horse Pedigree **as per catalogue page**

Account of BOWNESS STUD, Young, NSW.

BOBS ELIGIBLE

Lot 1170 (100% GST) **BAY FILLY** **Stable C 19**

Foaled 29th September 2023 Branded : JTJ nr sh; 57 over 3 off sh

Sire	So You Think	High Chaparral ..... Sadler's Wells
D'ARGENTO		Triassic ..... Tights
2014	Fullazz	Redoute's Choice ..... **Danehill**
		Battonage ..... Kenmare
Dam	Sebring	More Than Ready ..... Southern Halo
KIARIA		Purespeed ..... Flying Spur
2016	Shanzero	Danzero ..... **Danehill**
		Arising ..... Marauding

D'ARGENTO (AUS) (Grey 2014-Stud 2020). 4 wins-2 at 2-1200m to 2000m, ATC Rosehill Guineas, Gr.1. Out of SW Fullazz. Sire of 50 rnrs, 20 wnrs, inc. SW Statuario (MRC Galilee Series Final, L), SP Silva 'n' Suave, All Kinds of Folk, Silver Dagger, Rag Queen, Sequista and of Teardrop Rotation, Figlio d'Argento, Didn't Miss Many, Due Calzini, Tripod Terror, Warpainted, Flying Argento, Teylu, Placid Pearl, etc. His oldest progeny are 3YOs.

1st dam

KIARIA, by Sebring. **Winner** at 1100m. Half-sister to **Hill Spy**. This is her second foal. Her first foal is a 2YO.

2nd dam

SHANZERO, by Danzero. **4 wins** 1200m to 1600m, $149,920, Wellington S., **Gr.3**, ARC New Zealand Herald 3YO H., 2d Te Aroha JC New Zealand Thoroughbred Breeders' S., **Gr.1**, ARC Eight Carat Classic, **Gr.2**. Half-sister to **WHAT'S THE MAIL**, **Emerging Star - Good Trio** (H.K.), Ana's Mail (dam of **SHE'S IDEEL**). Dam of 7 named foals, **all winners**, inc:-

Hill Spy (O'Reilly). **4 wins**-1 at 2-1050m to 1200m, $151,730, SAJC Hindmarsh Plumbing 2YO H., 3d MRC Vain S., **Gr.3**.

Shanzam. **3 wins** 1280m to 1405m. Dam of 3 winners-

Mary Shan (Almanzor). **2 wins** at 1400m, $308,869, in 2023-24, Auckland TR Co-Op Taxis S., 2d Auckland TR Eight Carat Classic, **Gr.2**, Soliloquy S., **Gr.2**, Aotearoa Classic, **L**, Matamata Cup, **L**, 4th WRC Levin Classic, **Gr.1**, Rotorua S., **Gr.3**.

3rd dam

ARISING, by Marauding. **Winner** at 2 at 1000m, 2d STC Ripa 2YO H., Round Table 2YO H. Three-quarter-sister to Steal My Love (dam of **HATTORI HANZO - LET US WIN** (H.K.), **AMORINO**), half-sister to **DANESTORM**, **Danesty**, Stormy Choice (dam of **FURORE**, **BLIZZARD**). Dam of 10 foals, all raced, **9 winners**, inc:-

SHANZERO (Danzero). **4 wins**. See above.

WHAT'S THE MAIL (Flying Spur). **6 wins** 1000m to 1200m, $191,225, MRC JRA Doveton S., **L**, Silenus H., 2d MRC Rubiton S., **Gr.3**.

Emerging Star - Good Trio (H.K.) (Anabaa). **5 wins**-1 at 2-at 1200m, $408,733, AJC Qantas Nathan Grey 2YO H., HKJC Jasmine H., Sunflower H., Miami H., 2d STC Skyline S., **Gr.3**, 4th STC Pago Pago S., **Gr.2**.

Ana's Mail. **3 wins**-2 at 2-at 900m, 1000m, VRC Sturt P. Dam of 6 winners-

SHE'S IDEEL (Dundeel). **6 wins**-3 in succession-1550m to 2400m, $1,413,825, ATC Kingston Town S., **Gr.3**, 2d ATC Tancred S., **Gr.1**, Chipping Norton S., **Gr.1**, Aspiration H., **Gr.3**, 3d ATC Winx S., **Gr.1**.

Elusive Treasure (Northern Meteor). **4 wins**-3 in succession-at 1200m, 1600m, $118,441, Waikato RC Lodge City Rentals H., 3d Waikato RC Herbie Dyke S., **Gr.1**, ARC Concorde H., **Gr.3**.

4th dam

SHALBOURNE, by Nureyev. **Winner** at 2 at 7½f in GB. Half-sister to **Stormy Exchange** (dam of **DANENDRI**), C'Yaontheotherside (dam of **CHICKENS**). Dam of 13 named foals, 12 to race, **8 winners**, inc:-

DANESTORM (Danehill). **5 wins** 1200m to 3200m, $493,700, QTC Brisbane Cup, **Gr.1**, 2d SAJC Adelaide Cup, **Gr.1**, 4th QTC PJ O'Shea S., **Gr.2**.

Syndicate Costs incurred by the Seller

Purchase Costs:

Purchase of horse	$30,000
Scoping at sales	$250
Bloodstock Selection Fee	$1,500
Vet Certificate (including Xrays)	$800
Floating Charges	$500
Total Purchase Costs:	***$33,050***

Nomination Fees:

Magic Millions Race Series	$6,000
BOBS Nomination Fees	$900
Total Nomination Fees:	***$6,900***

Insurance Cost:

Insurance paid to 31 January 2027	$4,000
Total Insurance Fees:	***$4,000***

Training Fees:

Breaking In	$4,500
Training Fees to 31 October 2026	$50,000
Total Admin Fees:	***$54,500***

Admin Fees:

Advertising	$7,650
PDS Preparation, RV fees & Licence fees	$1,897.27
Total Admin Fees:	***$9,547.27***

Syndicators Margin	$2.73
Total Costs (Exc GST)	**$108,000**
GST	**$10,800**
Total Costs (Inc GST)	**$118,800**
Cost per 5% share	**$5,940**

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 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic, was offered as Lot 1170 at the Magic Millions Gold Coast National Yearling Sale on 2 June 2025.

It was knocked down to Dream Thoroughbreds Pty Ltd for $30,000 exclusive of GST.

The purchase was made with 100.00% GST on the sale price, which makes for a total purchase price of $33,000.00.

The vendor of Lot 1170 was Bowness Stud, Young, NSW.

There is no relationship between Bowness Stud, Young, NSW and Dream Thoroughbreds Pty Ltd in the purchase of Lot 1170.

Dream Thoroughbreds Pty Ltd WAS NOT paid any commission or inducement to acquire Lot 1170 the 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic.

Insurance

The 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic offered within this PDS has been insured by Howden Insurance for mortality. The current period of mortality insurance expires on 31 January 2027. 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 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic offered within this PDS was physically examined and x-rays checked by a qualified vet prior to the purchase, and was scoped after purchase and cleared.

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

Shares Available

There are a total of Twenty (20) 5% shares being offered for sale in this syndicate.

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

$11,880 (inc. GST) (10%)

$5,940 (inc. GST) (5%)

$2,970 (inc GST) (2.5%)

$1,188 (inc. GST) (1%)

Each share price includes the cost of purchase, Insurance paid to 31 January 2027, vet and scoping fees, licence and selection fees, Magic Millions race series fee, advertising and marketing, PDS preparation and admin fees.

Training fees are included in the purchase price, for the period up to 31 October 2026.

Training fees from 1 November 2026 onwards will be billed to each owner/investor at the time of purchase.

The 3yo bay filly 2023 by D'Argento out of Kiaria named Fortunistic is BOBS eligible.

The Application Monies will be held in trust by the Dream Thoroughbreds Pty Ltd on behalf of the Syndicate until the date on which the Syndicate is fully subscribed, and registered by the Lead Regulator, upon which date Dream Thoroughbreds Pty Ltd will release those monies to the Seller.

Naming and Registration

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

Trainer Details

Matthew Dunn
Trained at Murwillumbah NEW SOUTH WALES

Matt Dunn started his training career as a 20-year-old in Port Macquarie after his career as a jockey was cut short due to rising weight which made opportunities less frequent.

He moved to the Gold Coast a few years later where he set up his new training base, before being recruited by Gerald Ryan to run his Sydney stable. Matt spent 8 years working for Gerald at Rosehill where he was able to gain invaluable experience in all aspects of running a highly successful stable.

Following his stint in Sydney, Matt moved to Murwillumbah to set up his own training operation and had immediate success soon after. Matt and his team soon found themselves travelling horses to Sydney most weeks and making a good fist of it. The success continued and the winners flowed which propelled Matt up the NSW Premiership consistently each year.

With growing awareness from the racing fraternity about the rise of the Dunn stable, Matt acquired boxes at Warwick Farm. He now runs his training operation out of Murwillumbah and Warwick Farm which enables him to target races all along the east coast of Australia. Matt has surrounded himself with a great team of staff which includes bloodstock agent Neil Jenkinson.

In May 2023 Matthew made the decision to close his Warwick Farm satellite stable and concentrate on training from Murwillumbah, which is 1.5 hour drive from Brisbane and 20 min from Coolangatta Airport.

The location at Murwillumbah allows him to qualify and race horses in Highway races in Sydney, as well as race horses in Queensland, a great opportunity to place horses to win in different states depending on their ability,

There are most certainly significant differences when comparing Sydney to Murwillumbah for a racehorse but for Matthew Dunn, he believes relaxation is the biggest factor.

Since moving permanently back to Northern NSW, Dunn notes his team are much calmer, he has access to Murwillumbah racetrack and Kingscliff beach to get his horses fit.

He is a young trainer on the rise, with a great strike rate!

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 $124.00 per day plus GST
iii. "Agistment" fees which are currently $36.00 per day plus GST
iv. "Daily Track" fees which are currently $6.00 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.

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:
$35.00 (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 $20.00 (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:

$60-$70 whilst your horse is spelling
$210-$250 whilst your horse in is training
$270-$310 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.

q. Disputes between Co-Owners

Any disputes in relation to the Horse Ownership Venture, either between a Co-owner and the Managing Owner, or between any of the Co-owners, including any dispute arising in connection with this Agreement, must in the first instance be raised with the Managing Owner as soon as practicable, and the Managing Owner shall use reasonable endeavours to resolve the dispute within 14 days of being notified of it.

Failing resolution of the dispute in accordance with efforts made, the parties to the dispute must, before commencing legal proceedings in relation to the dispute (save for proceedings seeking urgent interlocutory relief), attend a mediation:

i. before a mediator mutually agreed by them; or

ii. failing agreement, before a mediator nominated by Racing Australia.

Disputes between Co-owners are not matters that fall within the jurisdiction of the of this agreement under the Rules of Racing.

r. Termination

This Agreement (as may be amended by Racing Australia pursuant to the Rules of Racing from time to time) shall have full effect until the earliest of the following events:

iii. the Horse dying;

iv. the Horse being retired from racing without being sold or without being used for breeding purposes by all or some of the Co-owners, which decision can only be taken with the Majority Consent of the Owners; or

v. if by Majority Consent the Owners decide to terminate their Horse Ownership Venture for any reason, in which case the Horse should be sold in accordance with clause 6.2.

Where the Co-owners decide to terminate their Horse Ownership Venture, unless otherwise agreed by Majority Consent, the Horse's sale, and the distribution of the proceeds of it, must occur in accordance with clauses in relation to the sale of a Default Share of the Horse, as applicable and adapted, also apply to the sale of the whole of the Horse following a Majority Consent decision to terminate this Agreement.

On termination of this Agreement, all assets other than the Horse which are collectively owned by the Co-owners in respect of the Horse Ownership Venture shall be sold by private tender or by auction and be evidenced in writing, and the funds paid to the Co-owners in proportion to their respective Owner's interests in the Horse.

s. Liabilities & Warranties

The Co-owners agree that liabilities incurred by the Managing Owner in respect of the Horse in good faith and in connection with the Horse Ownership Venture are to be borne by the Co-owners in accordance with their respective Owner's interest in the Horse and paid accordingly when due and payable.

The Co-owners agree all expenses and liabilities incurred in relation to the Horse Ownership Venture are to be borne by them in proportion to their respective Owner's interest in the Horse.

Each Co-owner acknowledges that he or she has not relied on any representation made, and no warranty has been made, by any other Co-owner in respect of either:

i. the soundness or racing ability of the Horse, or the suitability now or in the future of the Horse for breeding or otherwise; or

ii. the reliability or adequacy of any insurance cover arranged on behalf of the Co- owners.

All conditions and warranties implied into contracts at general law or pursuant to any State, Territory or Federal legislation in respect of the supply of services are excluded to the maximum extent permitted by law.

Each Co-owner shall not be liable, and agrees to hold each other Co-owner (including the Managing Owner) harmless:

i. for any loss, expense, liability, matter or thing incurred or suffered by them arising out of any injury to, or death of, the Horse, unless caused by the wilful misconduct of a Co-owner (including the Managing Owner); and/or

ii. for any other loss, expense, liability, matter or thing incurred or suffered by them relating to the management or operation of the Horse Ownership Venture unless that loss is due to the fraud, wilful misconduct, or negligence of a Co-owner (including the Managing Owner).

Except as stated in this clause, under no circumstances will a Co-owner (including the Managing Owner) be liable for any indirect or consequential loss suffered by another Co-owner in respect of the matters referred to in this clause.

t. The Effect of Other Agreements, and Clauses to be Severable

The Co-owners can agree that an existing or new agreement between them in relation to the operation of the Horse Ownership Venture, or certain terms of it, apply in conjunction with or instead of this Agreement, provided that:

the other agreement is in writing;

the parties agree in writing that the other agreement operates in conjunction with, or instead of, this Agreement;

none of the terms in the other agreement are in conflict or inconsistent with a Rule of Racing; and

if there is any conflict or inconsistency between the terms in the other agreement and the Rules of Racing, the Rules of Racing apply to the extent of the conflict or inconsistency.

Unless additional terms are agreed between the Co-owners in writing pursuant to clause 9.1, this Agreement (together with any valid amendments to it made pursuant to clause 1.3), constitutes the entire agreement between the Co-owners concerning its subject matter.

If any clause or provision of this Agreement is found to be invalid or unenforceable by a court, that invalidity or unenforceability will not affect the remainder of this Agreement, which will continue with full force and effect.

u. Notices

Notices provided for or required by this Agreement can be served on each Co-owner:

i. at the address (electronic (including email) or otherwise) last provided by the relevant Co-owner to the Managing Owner; or

ii. at the address of the Co-owner most recently recorded in the records of Racing Australia; or

iii. at the address of the Co-owner recorded on the relevant current Racing Australia registration form in respect of the Horse.

Unless established by evidence to the contrary, notice is deemed to have been received:

i. on the fourth business day after the date on which it was sent by registered post;

ii. on the day and at the time that it appears from the record of email communication that the sending of an email concluded; and

iii. when the facsimile transmission is received by an addressee of a facsimile correspondence.

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
ACC 4289 77066

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 Kiaria Syndicate
by D'Argento out of Kiaria named Fortunistic

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