



AUTHORITY TO SIGN

Complete this form to authorise a person (nominated agent) to complete and sign an official document on your behalf.

PERSONAL DETAILS OF APPLICANT

Surname		
Given Name/s		Date of Birth: / /
Postal Address		
Telephone Number/s	(M):	Other:
Email		

Nominated Agent:	DEAN WARREN WATT	Ph: (02) 9540 1511
------------------	------------------	--------------------

HORSE NAME (or if unnamed; Year of foaling and Dam name)

GRACED

I authorise the agent named here within to sign on my behalf, the following documents in respect to the above horse/s. (Cross out below any not applicable):

- (a) Application to Register a Racehorse;
- (b) Transfer of Ownership of a Racehorse;
- ~~(c) Lease of a Racehorse;~~
- ~~(d) Cancellation of a Lease;~~
- (e) Change of Share % (where my share is not altered)
- (f) Application to Register an Ordinary Syndicate;
- (g) Alteration to Existing Syndicate.

By signing this Authority I acknowledge that I have read and understood its content and that the Authority includes that the agent named here within in the future may sign other owners into this racehorse/s but may not sign me out of the ownership or change my share percentage. I also acknowledge that I will inform the agent and Racing NSW if I intend to cancel this Authority.

Owners Signature:		Date: / /
-------------------	--	-------------------

I, DEAN WARREN WATT agree that I will inform the owners of the above named horse if any changes to the ownership records of the horse are to occur prior to the forms being lodged with the Registrar of Racehorses or Racing NSW. I also acknowledge that the above named owner may cancel this Authority at any time by writing to the Registrar of Racehorses or Racing NSW.

Agents Signature:		Date: 31 / 1 / 24
-------------------	---	-------------------

Please note: this form is for the purpose of the Registrar's database of ownership, is independent of any other agreement and does not represent legal title of the horse.

“GRACED” RACING SYNDICATE PRODUCT

DISCLOSURE STATEMENT (“PDS”)

1. The **GRACED** Racing Syndicate (“the Syndicate”) was established by agreement dated 1 April 2022 (“the Co-ownership Agreement”).
2. The Syndicate is comprised of **TWENTY (20)** equal undivided shares [**which MUST at all times be owned by not more than 50 individual participants (including individual owners and members of any Syndicate), as required by ASIC Corporations (Horse Schemes) instrument 2016/790 (which has replaced Class Order 02/319 effective 01/01/2017)**], to enable the owners to derive the benefit of racing the Horse, subject to the provisions of the Syndicate Deed (see clause **1.1 and 2.1, Item 5 of Schedule 1** of the Co-Ownership of a Racehorse – Owners Deed of Agreement).
3. The Syndicate has been established to enable the owners to obtain the benefit of racing the thoroughbred horse “**GRACED**”, foaled **28/07/2020**, by JUSTIFY (USA) from TINGU (FR) (by Intello).
4. Syndicate Manager is **DEAN WATT**.
5. All Owners of Shares are bound by the terms of the Co-ownership Agreement, a copy of which is attached to this PDS.
6. The Owners of each share are liable for a pro-rata share of all costs associated with the Syndicate in accordance with the relevant provisions of the Co-ownership Agreement, including (but not limited to) any fees payable to the Syndicate Manager, plus the costs associated with maintaining training and racing the Horse.

The Syndicate Manager estimates that the total annual cost of operating the Syndicate, including the cost of maintaining, training and racing the Horse, should not exceed **\$62,220.00** inc gst, however, this is an estimate only, as the actual cost will depend on many variable factors which are not possible either to forecast or foresee at this time.

	Total	Per 5% Share
Management Fee payable to Syndicate Manager (inc GST)		\$909
Estimated Horse expenses (cost of maintaining, training and racing the Horse)	\$62,220	\$3,111
Miscellaneous expenses (Included as part of Management Fee)	\$N/A	\$N/A
Total estimated annual expenses		\$4,020.00

7. A Veterinary Certificate as to the condition of the Horse can be arranged by the Syndicate Manager upon the request and at the cost of the Owner requiring the Veterinary Certificate.
8. Neither the Owner selling a Share, nor any person or corporation named in the Co-ownership Agreement nor anyone on behalf of any of them makes any representation or warranty with regard to either the suitability of the Horse either

for racing or subsequently for stud purposes, or the reliability or adequacy of any insurance cover arranged for the benefit of Owners during the life of the Syndicate. Each Purchaser of a Share must acknowledge entering into the Co-ownership Agreement at his or her own risk and being aware that investment in thoroughbred horses is highly speculative.

9. There are restrictions in the Co-ownership Agreement on the transfer of Shares. Also, there will be no ready market for the shares and each Owner of a Share should consider the acquisition as a long-term investment for the life of the Syndicate.
10. Warning

Investment in thoroughbred horses must be considered to be of a speculative nature.

Each Purchaser of a Share must also acknowledge that there are inherent risks associated with investment in thoroughbred horses, including, without limitation, the following:

- (a) not all horses offered for syndication progress to competing in races;
- (b) the rate at which young horses mature varies markedly and it is not possible to predict with any degree of certainty at what age a horse will be mature enough to race;
- (c) not all horses which do race either win, or are placed, or earn prize money;
- (d) injuries can be sustained which may delay or inhibit a horse's ability to race, or even prevent a horse from having a racing career at all;
- (e) colts are invariably gelded to optimise racing potential; and
- (f) insurance is available against some, but not all, risks associated with the ownership of thoroughbred horses.

11. Risk

Fluctuations in the value and sale price of the Shares should be anticipated. Factors which will influence both the value and sale price of the Shares, without limitation, include:

- (a) the skill and expertise of the individuals engaged to manage, maintain and market the Horse, as well as the manner in which these functions are carried out;
- (b) the race performances of the Horse;
- (c) the Horse may die or its value may be diminished as a consequence of accident, contraction of disease or natural cause;

- (d) the level of supply of and demand for horses of equivalent calibre both at public auction and by private treaty;
 - (e) any change in the current conditions affecting investment in the thoroughbred horse industry, including level of prize money and taxation benefits available to breeders;
 - (f) changing conditions within the Australian economy generally; and
 - (g) the price which buyers at public auction or by private treaty are willing to pay either for the Horse, or Shares in the Horse, if offered for sale, may not reflect either the purchase price paid by the Offeror for the Horse or the sale price of the Shares.
-



Signature of Syndicate Manager

Dated **31 / 01 / 2024**

Signature of purchaser

Dated / /

Name of purchaser (print)

Warning: This document was prepared by Macquarie Legal Practice for Sire Custodians Ltd and is subject to copyright©. Copying any part of it is prohibited and is therefore illegal and may expose you to criminal and civil proceedings unless you have the consent of Macquarie Legal Practice or Sire Custodians Ltd and then the copy you make must be used only as permitted by the terms of the consent which will be given only for bona fide dealings or activities concerning the Horse to which it relates.

SCHEDULE 2

SHARE APPLICATION – TO BE COMPLETED AND EXECUTED BY OWNER

THIS DEED OF AGREEMENT is made on the _____ day of _____, 20__.

BY:

Applicant (1) – Surname:		
Given name(s):		Date of Birth:
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:		

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: Each person who from time to time is bound as an Owner by the Owners Deed of Agreement dated the _____ day of _____, governing the ownership of the thoroughbred horse

Name of Horse: UNNAMED		
Colour: CHESTNUT	Sex: FILLY	Year foaled: 2020
Sire: JUSTIFY (USA)	Dam: TINGU (FR)	
Life number: AUS01221338	ASB Microchip number: 985100012180165	

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 of Agreement.
- B. The Applicant has agreed to enter into this deed for the benefit of each other party to the Owners Deed of Agreement.

NOW BY THIS DEED OF AGREEMENT it is agreed as follows:

- 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 of Agreement and will comply with all the obligations imposed on each Owner as if the Applicant had executed the Owners Deed of Agreement 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 of Agreement.

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

PROMOTERS: CUSTOMER IDENTIFICATION FORM

Note: The relevant Lead Regulator prepares its Pro Forma documents to assist Promoters in complying with the requirements of their Australian Financial Services Licence. The Pro Forma is not meant to be exhaustive and the relevant Lead Regulator does not accept liability for the contents of the PROMOTERS IDENTIFICATION FORM which remains the responsibility of the Promoter.

Promoters Name:		
Particulars of proposed Yearling(s) or Racehorse(s) (If applicable):		
PERSONAL DETAILS OF APPLICANT		
Last Name:	First name:	Date of Birth:
Residential Address:	Post code	Period of residency
Previous address (If you have resided less than 3 years at current address).		Postal Address (If different)
Contact Telephone Number	Email Address	
Name, address and telephone of Relative or Friend not residing with you		
Name:		
Address:		
Telephone number		
PROOF OF IDENTITY – Minimum Requirements Individual		
PRIMARY:		
Drivers's Licence	Passport Details:	Proof of Age Card
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECONDARY:		
Birth Certificate	Citizenship Certificate	Pension Card issued by Centrelink
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ATO Assessment (current)		<input type="checkbox"/>
State Government Document (current)	Local Government Document (current)	Utilities Document (current)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MINIMUM REQUIREMENTS COMPANY	
Company Name: <div></div>	Principal Place of Business: <div></div>
ACN/ABN: <div></div>	Directors: <div></div>
EMPLOYMENT DETAILS	
Occupation/Position: <div></div>	Employer: <div></div>
Address of Employer: <div></div>	Telephone contact details: <div></div>
Duration of employment: <div></div>	Previous employer if less than 3 years: <div></div>
If Self Employed advise external source (e.g. Accountant) who can confirm your business <div></div>	
OTHER INFORMATION	
Have you ever been listed as a Defaulter in Bets or Warned Off or Disqualified by a Racing, Harness or Greyhound Authority – provide details <div></div>	

I certify that:

- (a) the above information is true and correct,
- (b) I agree to all the terms and conditions applicable to this Product Disclosure Statement,
- (c) I agree that ownership of a racehorse is governed by the Australian and State Rules of Racing and that I will comply with and be bound by those rules

Signature

Date

COPY OF IDENTIFICATION DOCUMENTS ATTACHED–YES/NO		
Date Received <div></div>	Employee Name <div></div>	Employee Signature <div></div>
Promoters Approval <div></div>	Comments <div></div>	