

PRODUCT DISCLOSURE STATEMENT

(P. D. S.)

for the Sale of Shares in a Racehorse

Lead Regulator Approved

***HORSE: UNNAMED THOROUGHBRED Brown Filly foaled
28/08/2009***

By : LONHRO

FROM : SECRET REVENUE (by MAGIC OF MONEY)

**DYNAMIC SYNDICATIONS
Promoter and Syndicate Manager**

**AFSL 336808
DEAN WATT THOROUGHBREDS PTY LTD T/AS
PO Box 2324 TAREN POINT NSW 2229
Suite 1, 15-17 Forest Rd HURSTVILLE NSW 2220
Telephone 02 9587 1511
Facsimile: 02 9587 1522
Email: info@dynamicssyndications.com.au
Website: www.dynamicssyndications.com.au**

Important notice to prospective investors

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

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PRODUCT DISCLOSURE STATEMENT

1. Preparation and purpose

This *Product Disclosure Statement* ("PDS") is dated **31 January 2011**. This PDS has been prepared by the Promoter in relation to the sale of Shares in the thoroughbred horse to which this PDS relates ("the Syndicate"). This PDS has been lodged with and approved by *Racing NSW*, as *Lead Regulator*. A *Form FS88 (PDS in-use notice)* in relation to this PDS has been lodged on-line with the *Australian Securities and Investments Commission* ("ASIC"). No responsibility as to the contents of this PDS is taken by either the *Lead Regulator*, ASIC, their respective officers, employees or agents. This PDS is available in both printed form and electronically in PDF format.

2. Jurisdiction

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

3. Disclosure

This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares set out in *Class Order 02/139* issued by ASIC on 15th February, 2002 ("CO 02/319").

Prospective investors should be aware that the Syndicate is relieved, by the provisions of CO 02/319, from the requirements of *Chapter 5C* of the *Corporations Act*, which would otherwise require that it be established and operated as an ASIC-registered *Managed Investment Scheme*.

4. Cooling-off

Applicants whose applications for Shares are accepted will have a right to "Cool-off" (thereby cancelling the purchase of the Share or Shares applied for) at any time during the "Cooling-off period". The Cooling-off period will commence at the end of the fifth (5th) day following the day upon which notification of acceptance of applications is forwarded to those applicants whose applications for Shares have been accepted ("the Cooling-off commencement date") and will expire at the end of the fourteenth (14th) day thereafter ("the Cooling-off expiration date"). An applicant who is a retail investor who desires to Cool-off must, during the Cooling-off period, notify the Promoter in writing (by post, facsimile or email) that the applicant has elected to Cool-off, in which event the applicant will be entitled to receive a full refund of all application monies paid to the Promoter.

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

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

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

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

6. Disclaimer

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

In addition, neither the Promoter (nor any other party named in this *PDS*), its related bodies corporate, nor any officer, employee or representative of the Promoter, nor any bodies corporate:

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

7. Key features of Syndicate

The following table is only a summary of the features of an investment in the Syndicate. You must read the whole of the *PDS* to obtain more information:

Share holdings	
Application Price per Share	\$15,200.00 (including GST) For further details see Section 10
Total number of Shares	Ten (10)
Minimum Investment	One (1) Share
Additional Investment	Not applicable
Distributions	
Frequency of net income distribution	Directly via the Lead Regulator's Stakes payment system when Prizemoney and Breeders Bonus or Incentive Scheme payments are won. Otherwise within 14 days of the end of each Accounting Period during the life of the Syndicate and on the winding up of the Syndicate; or more frequently if the amount available for distribution warrants it
Payment	By EFT directly to the Owner's nominated bank account, or cheque
Amount	Each Owner's proportionate share of the net income of the Syndicate, if any
Capital distributions	On the winding up of the Syndicate or on the earlier sale of the Horse
Fees	
Entry fee	Nil
Exit fee (on termination of Syndicate)	Nil
Fee payable to Syndicate Manager by each by Owner	\$792 including GST per Share per annum payable by each Owner by monthly instalments in advance of \$66 including GST. For further details see Section 13
Fee payable to the Syndicate Manager by the Trainer	For further details see Section 13
Additional remuneration to which the Syndicate Manager is entitled from the Owners	<ul style="list-style-type: none">• A fee equivalent to the value of 2% of Prizemoney for wins (and placings 1st to 5th in Group and listed or feature races) where prizemoney won is not less than \$12,000. This percentage will increase to 5% when the total gross value of Prizemoney, Breeder's Bonus or Incentive Scheme payments (cash component only) and Trophies won by the Horse exceeds an amount equal to the total value of the

	Shares in the Horse subject to this PDS. <ul style="list-style-type: none"> • 5% of sale price of Horse • 2 Lifetime Service Rights [only in the event of the Horse being an entire and being retired to stud]. For further details see Section 13
Other fees – Horse expenses	\$3,500 including GST per Share per annum, which equates to \$291.67 per Share per month is estimated. These costs and expenses for training, horse husbandry and care will be invoiced monthly in arrears directly to each Owner by the relevant service providers. For further details see Sections 20(c)
Cost recoveries	Pro-rata. For further details see Sections 20(c)
Insurance – initial premiums included in Application Price	For further details see Section 18
Investments	
Horse investment	The Syndicate relates to the Horse only and to no other horse
Other investments	The capital and any income will be deposited in a trust account or other designated account with a bank or other Australian authorised deposit taking institution, pending expenditure or distribution, as the case may be
Each Shareholder's entitlement to Syndicate Income	Pro rata. For further details see Section 20(b)

8. Promoter

The Promoter of the Offer the subject of this PDS is *DYNAMIC SYNDICATIONS (DEAN WATT THOROUGHBREDS PTY LTD T/AS)*, of Suite 1, 15-17 Forest Road HURSTVILLE NSW 2220. The Promoter is the holder of *Australian Financial Services Licence: AFSL 336808*.

The sole director of the Promoter is *DEAN WARREN WATT*. Mr Watt has more than 30 years experience in the syndication and management of thoroughbred horses.

9. Issue

DYNAMIC SYNDICATIONS (DEAN WATT THOROUGHBREDS PTY LTD T/AS) (ABN64 134 481 539) is the owner of the currently **UNNAMED THOROUGHBRED BROWN FILLY FOAL** **28/08/2009 BY LONHRO FROM SECRET REVENUE BY MAGIC OF MONEY** and the seller of the Shares the subject of this PDS ("the Offeror").

The ownership of the Horse is being syndicated by the Offeror into Ten (10) Shares

The Syndicate will be known as the "*DYNAMIC SYNDICATIONS [INSERT REGISTERED NAME OF HORSE WHEN AVAILABLE] RACING SYNDICATE*". It is contemplated that the Owners of Shares will obtain the benefit of Horse from racing, under the terms and conditions of the *Syndicate Deed* and the *Australian Rules of Racing*, a copy of which can be obtained by request from either the *Lead Regulator* or the *Australian Racing Board*.

The Syndicate will commence on the *Commencement Date* specified in Schedule 1 of the *Syndicate Deed* and will operate until the *Termination Date* (to be determined in accordance with the provisions of clause 19 of the *Syndicate Deed*).

Prospective investors should read the *Syndicate Deed*, as each Owner of a Share will be bound by its terms.

10. Application Price

The Offeror proposes to offer Shares to prospective investors at the Application Price per Share of **\$15,200.00** (inclusive of GST), calculated as follows:

Base Sale Price of Horse, excluding GST	\$80,000	
Total Syndicate Establishment Costs	\$57,909	
GST (rounded)	\$13,791	
Registration fees payable to Racing NSW	\$300	
Application Price per Share payable upon application		\$15,200

A full breakdown of Syndicate establishment costs, including the margin being charged by the Offeror, is set out in the *Application Price Calculation Sheet* annexed to this *PDS*.

11. How to invest

All Applications for Shares must be made on the enclosed Application Form. Shares will not be issued on the basis of this Application after the Offer closing date. This Application Form includes details of how to invest.

The Promoter will hold all application monies in a separate trust account, or other designated account, with a bank or other Australian authorised deposit taking institution, until the Offer closing date. All application monies received with Applications for Shares which are not accepted by the Promoter will be returned to investors. Any interest earned will be paid on the refunds.

This *PDS* will expire 6 months from the date hereof, or such earlier date as may be determined by the Promoter ("Offer closing date"). The Promoter reserves the right to close the Offer at any time without notice.

In the event this Offer is not fully subscribed by the Offer closing date, the Offer will lapse and all monies received by the Promoter for the purchase of Shares will be refunded, together with any interest earned.

12. Title

The Offeror purchased the Horse, being **Lot 501**, from vendor **EMERALD THOROUGHBREDS**, at the **2011 Magic Millions Yearling Sale conducted by Magic Millions Sales Pty Limited (ABN 54 078 396 317) at 28 Ascot Court, BUNDALL, QUEENSLAND, from 12 to 16 January 2011**, for the purchase price of **\$80,000 + GST** ("purchase price"). The Offeror will receive unencumbered title to the Horse upon payment of the purchase price to **Magic Millions Sales Pty Limited**.

Within seven (7) days of the Offeror paying the purchase price to **Magic Millions Sales Pty Limited**, the Promoter will compile a register of Owners of the Shares numbered consecutively -1- to -10 - inclusive.

Within 45 days of the Syndicate being fully subscribed the Promoter will ensure that the Horse is registered in the names of the Owners, in accordance with the provisions of clause 2.5 of the Syndicate Deed.

13. Syndicate Manager

The Promoter will act as Syndicate Manager, as first appointee of the Owners in accordance with the provisions of clause 4 of the Syndicate Deed.

The Syndicate Manager will manage the Syndicate in accordance with the provisions of the *Syndicate Deed* and any rules, regulations or guidelines made from time to time by the *Lead Regulator*.

The Syndicate Manager will be entitled to charge fees to each Owner [approximately \$2.00 per day [see Section 20(c) of this *PDS*] and to the Trainer [approximately \$6.75 per day that the Horse is in full training with the Trainer], in accordance with the provisions of *clause 4.10* of the *Syndicate Deed*, for acting as Syndicate Manager. The initial fees will be the fees disclosed in *Schedule 1* of the *Syndicate Deed*.

The first appointee only of the Owners as Syndicate Manager will also be entitled to the following additional remuneration:

- (i) A fee equivalent to the value of 2% of Prize money for wins (and placings 1st to 5th in Group and listed races) where Prize money (including Breeders Bonus or Incentive Scheme cash payments) won is not less than \$12,000 in accordance with the provisions of *clause 4.11* of the *Syndicate Deed* [this % figure will increase to 5% when the total gross value of Prize money, Breeders Bonus or Incentive Scheme cash payments and Trophies won by the Horse exceeds an amount equal to the total value of the Shares in the Horse the subject of this *PDS*];
- (ii) 5% of the sale price of the Horse, in accordance with the provisions of *clause 4.12* of the *Syndicate Deed*; and
- (iii) 2 Lifetime Service Rights [only in the event of the horse being an entire and being retired to stud], in accordance with the provisions of *clause 4.13* of the *Syndicate Deed*.

The Horse will race in the racing colours nominated by the Syndicate Manager, in accordance with the provisions of *clause 2.6* of the *Syndicate Deed*, being the colours disclosed in *Schedule 1* thereof.

13 (b) Information about Management Fees for Prospective Owners

Promoters may include Management Fees in the Product Disclosure Statement.

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

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

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

Dynamic Syndications Management Fees are for services supplied which include (but not limited to):

- 1) Maintaining Individual Trust Account for the scheme.
- 2) Levying and collecting fees from co-owners;
- 3) Ensuring payment of all accounts by all co-owners relating to the horse, where applicable enforcing the payment requirements under the terms of the *PDS*;
- 4) Preparation of the Annual Accounts for the Auditors as per ASIC requirements and their submission to Racing NSW (Lead Regulator);
- 5) Liaising with the trainers regarding horse preparation and forward planning;
- 6) Regular (weekly) disbursement of information and general communications with co-owners of the horse regarding training and spelling progress;
- 7) Communication between the trainer and the co-owners where required;
- 8) Communication between co-owners (if required) whilst ensuring compliance with the Privacy Act;
- 9) Providing to co-owners with winning raceday DVD (where available) or various electronic information of track work and other updated reports such as: nominations, weights, acceptances, pre-race summary including ratings prices and speed maps, individual co-owners pre-race contact, raceday services, post race summary and review, organisation of disbursements of any trophies, representing all co-owners in relation to raceday stewards inquiries, etc;
- 10) Arranging times and dates for co-owners to inspect their racehorse at the trainer's stables or the spelling properties;
- 11) Organisation or assistance for raceday ticketing (where applicable), meet, greet and raceday hosting, post race reviews in dedicated areas;
- 12) Administrative services including liaison with veterinarians, transporters, farriers, auction houses, legal and accounting representations, insurance providers and Racing NSW administrative services for ownership transfers, etc;

13) Maintaining ASIC compliance and registers including Membership to Financial Ombudsman Services (FOS), Compulsory Professional Indemnity Insurance (P.I Cover), etc.

14) Any other service that is required from time to time to professionally manage the asset of the co-owners and to ensure due diligence is followed in all matters that arise to ensure the asset or benefits are protected at all times for the majority of co-owners as per the terms of the PDS.

14. Racing Manager

DEAN WARREN WATT will act as Racing Manager, as first appointee of the Syndicate Manager as Racing Manager, in accordance with the provisions of *clause 5* of the *Syndicate Deed*.

15. Trainer

CHRIS WALLER will train the Horse from his **ROSEHILL** as the first appointee of the Syndicate Manager as Trainer, in accordance with the provisions of *clause 6.2* of the *Syndicate Deed*.

Mr WALLER has agreed to train the Horse.

16. Veterinary Report

DR TIM ROBERTS of Centennial Park Veterinary Practice (ABN 91 072 794 944) BVSc, Veterinary Surgeon ("Dr Roberts") has provided an initial veterinary report as to the suitability of the Horse for purchase and syndication.

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

17. Assessment of Value

The Promoter relies on the price paid for the Horse by the Offeror at public auction as being the current market value of the Horse.

18. Insurance

The Offeror has arranged mortality insurance cover with LOGAN LIVESTOCK INSURANCE AGENCY (ABN 81 001 826 204) which will expire on **1 November, 2011**, subsequent to which date each Owner will be responsible for assessing his or her own insurance risk and arranging whatever insurance cover he or she considers is appropriate.

19. Interests of the Promoter, the Offeror, the Syndicate Manager, the Racing Manager, their directors and experts

1. The Promoter, the Offeror, the Syndicate Manager and the Racing Manager, neither have, nor have had in the period of two years before the date of this PDS, any interest in relation to the promotion of the Syndicate or in the Horse other than the interests detailed in this PDS.
2. No Director or proposed Director of the Promoter, the Offeror the Syndicate Manager or the Racing Manager, either has, or has had in the period of two years before the date of this PDS, any interest in relation to the promotion of the Syndicate or in the Horse other than emoluments he or she may be entitled to receive from the Offeror, the Promoter, the Syndicate Manager or the Racing Manager and interests detailed in this PDS.
3. **Mr Waller** neither has, nor has had in the period of two years before the date of this PDS, any interest in relation to the promotion of the Syndicate or in the Horse, save for the expectation that he will receive fees from training the Horse. Prospective investors should be aware that **Mr Waller** may train other Horses syndicated and/or managed by the Promoter, Syndicate Manager and/or Racing Manager.
4. **Dr Roberts** neither has, nor has had in the period of two years before the date of this PDS, any interest in relation to the promotion of the Syndicate or in the Horse except that he will receive a professional fee in connection with the provision of the Veterinary Report. Prospective investors

should be aware that **Dr Roberts** may provide veterinary services to other Horses syndicated and/or managed by the Promoter, Syndicate Manager and/or Racing Manager.

5. There is nothing in the *Syndicate Deed* to prevent either themselves or any members, officers, directors of the Promoter, the Offeror the Syndicate Manager or the Racing Manager, or any corporation related to any of them or their officers, from purchasing, holding, dealing in or disposing of Shares in the Syndicate, or from otherwise contracting or acting as agent or entering into or being interested in any contract or transaction whatsoever with any other of them or with any Owner.

20. Summary of rights and liabilities attaching to Shares in the Syndicate and other relevant information

The full rights and liabilities attaching to Shares in the Syndicate are set out in the *Syndicate Deed*, a copy of which is annexed to this *PDS*. Each prospective purchaser of a Share should read that document in its entirety, as each Owner of a Share will be bound by its terms. Some important points are as follows:

- (a) None of the Promoter, the Offeror, nor any person or corporation named in the *Syndicate Deed*, nor anyone on behalf of any of them, makes any representation or warranty with regard to either:
 - (i) the suitability of the Horse either for racing or subsequently for stud purposes; or
 - (ii) the reliability or adequacy of any insurance cover arranged for the benefit of the Owners and referred to in this *PDS* or the *Syndicate Deed*;

and each Purchaser of a Share must acknowledge entering into the Syndicate at his or her own risk and being aware that investment in thoroughbred horses is highly speculative.

- (b)
 - (i) The Owner of each Share will be entitled to a pro-rata share of net Prizemoney (gross Prizemoney less the obligatory deductions of 10% for the trainer and 5% for the jockey) and Breeders Bonus or Incentive Scheme payments earned by the Horse from racing, in accordance with the provisions of *Clause 2.3* of the *Syndicate Deed*; and
 - (ii) The entitlements of the Owners are subject to the default provisions set out in *clause 18* of the *Syndicate Deed*, which afford the Syndicate Manager both the right to suspend an Owner's entitlements whilst in default, and a power of sale in the event such default is not rectified within 14 days of receipt of notice.
- (c) The Owner of each share will be liable for a pro-rata share of costs associated with operating the Syndicate and with maintaining, training and racing the Horse, in accordance with the provisions of *Clauses 3 and 13* of the *Syndicate Deed*.

The following are indicative of Syndicate and Horse expenses (inclusive of GST) for a full financial year, payable by each Owner monthly:

	Total for the Syndicate per annum	Total per Share per annum	Total per Share per month
Fee payable to Syndicate Manager	\$ 7,920	\$792	\$66
Estimated Horse costs (agistment, veterinary, pre-training, training and racing costs etc, but excluding major race entry and acceptance fees). *Note – these costs will vary significantly from month to month depending upon whether or not the Horse is in full training on out of training on agistment.	\$35,000	\$3,500	\$291.67* (indicative only and subject to significant variation from month to month)
Total	\$42,920	\$4,292	\$357.67

- (d) Each Owner, by the provisions of *clause 2.8* of the *Syndicate Deed*, authorises the Syndicate Manager to do all things required to be done by an Owner to comply with the provisions of the *Syndicate Deed* and the *Rules of Racing* including signing a transfer of ownership of that Owner's interest in the event of unremedied default.
- (e) A procedure for determining the entitlements of the Owners to Trophies and replica Trophies is set out in *clause 2.3* of the *Syndicate Deed*.
- (f) A procedure for handling internal complaints is provided by the provisions of *clause 16* of the *Syndicate Deed*, which includes the right of an Owner, in certain circumstances, to have the dispute referred to the *FINANCIAL OMBUDSMAN SERVICE LIMITED (ABN 67 131 124 448)* ("FOS") for determination by conciliation or arbitration.
- (g) Provisions relating to the termination of the Syndicate on either the sale or death of the Horse, Owners agreement by Extraordinary Resolution, the Syndicate Manager electing to wind-up the Syndicate, or by order of the Court, are set out in *clause 19* of the *Syndicate Deed*.
- (h) The Owners rights of indemnity are limited by the provisions of *clauses 20 and 21* of the *Syndicate Deed*.
- (i) Investors should be aware that the Promoter, the Offeror, the Syndicate Manager and/or the Racing Manager, may each retain/acquire Shares in the Syndicate and that they may retain/acquire any number of Shares.

21. Marketing of Shares

An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with a *PDS* prepared by the Syndicate Manager in accordance with the provisions of *clause 4.8* of the *Syndicate Deed*.

In addition, there are restrictions on the sale of Shares set out in *clause 11* of the *Syndicate Deed*.

There will be no ready market for the Shares. Neither the Syndicate Manager nor the Racing Manager will be obliged to sell a Share on behalf of an Owner. Each Owner should consider the acquisition of a Share as a long term investment for the life of the Syndicate.

22. Warning

Investment in bloodstock 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) an extremely high percentage of colts are invariably gelded to optimise racing potential; and
- (e) insurance is available against some, but not all, risks associated with the ownership of thoroughbred horses.

23. Risk

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

- (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, injury, contraction of disease or natural cause;
 - (d) the level of demand for horses of equivalent calibre both at public auction and by private treaty;
 - (e) the level of supply of horses of equivalent calibre both at public auction and by private treaty;
 - (f) any change in the current conditions affecting investment in the thoroughbred horse industry, including level of prize money and taxation benefits available to breeders;
 - (g) changing conditions within the Australian economy generally; and
 - (h) 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 offered under this *PDS*.
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Declaration

I *DEAN WARREN WATT*, Sole Director of *DYNAMIC SYNDICATIONS (DEAN WATT THOROUGHBREDS PTY LTD T/AS)* declare that:

- (a) the statements contained in this PDS are true and correct; and not misleading in their form or content; and
- (b) this PDS contains all information which prospective investors and their advisers would require and reasonably expect to find in a PDS for the syndication of a Horse for the purpose of making an informed assessment about investment in the Syndicate.

A handwritten signature in black ink, appearing to read 'D Watt', is positioned above a dashed line.

DEAN WARREN WATT

31 January 2011

SCHEDULE

APPLICATION PRICE CALCULATION SHEET

LOHNRO / SECRET REVENUE Brown Filly 2009 – Lot 501

* A statement setting out expenses incurred by the Promoter in the formation of the partnership.

(A) Actual Cost - FALL OF HAMMER	\$ 80,000
(B) Costs Incurred in Acquisition of Horse	\$ 29,317
(C) Actual & Budgeted Forward Horse Husbandry Costs	\$ 12,033
(D) Syndicate Establishment, Promotion, Accounting & Legal	<u>\$ 16,559</u>
	\$137,909 +
(E) GST	<u>\$ 13,791</u>
	\$151,700 +
(F) Racing NSW Registration Fees \$300 (GST Exempt)	<u>\$ 300</u>
<u>TOTAL SYNDICATION VALUE</u> (including GST to 30/6/11)	<u>\$152,000</u>

(A) PURCHASE PRICE = \$80,000 + GST

Purchase Price: \$80,000 + GST
Fall of Hammer Price in Sale Ring (+ GST)

(B) VARIOUS ACQUISITION COSTS = \$32,499+ GST

Dynamic Syndications Margin on Sale Price \$10,000 + GST
Yearling Sale Price - \$80,000 x 12.5%

5 x Race Series Eligibility Payments: \$4,832 + GST

- * Entry Fee Magic Millions Race Series – One off payment = \$2,950
- * Entry Fee BOBS 2-3YO Series – One off payment = \$600
- * Entry Fee BOBS Extra Series - 4YO + horses – One off payment = \$764
- * Golden Slipper / Golden Rose eligibility payment \$318
- * Blue Diamond eligibility payment \$200

Insurance – 4 x Premiums:

\$9,723 + GST

- (1) - Mortality cover from Fall of Hammer to 1/11/2011 on \$152,000 syndicated value
- (2) - Colic Cover
- (3) - Disability / Impairment Guarantee - Fall Of Hammer Price to Registration Date
- (4) - P. I. Cover:

Acquisition Costs:

\$4,762 + GST

- * Veterinary work conducted at saleyard by Dr Tim Roberts in Selection Process includes: Physical Inspections, X-Rays and Endoscopic evaluation divided pro-rata across all yearlings purchased for syndication = \$1,860
- * Sales Expenses (15 Days x 2 Staff) incurred in attending sale i.e. Air Fares, Transport, Accommodation, Phone, Client Liaison, Living Expenses, etc, divided by yearlings purchased for syndication = \$1,942
- * Miscellaneous Costs = Professional Photographers, DVD of Auction Sale, Pedigree Ratings Software Fee - Pro Rata across all yearlings purchased for syndication = \$960

(C) HORSE HUSBANDRY ACCOUNTS BUDGET TO 30/06/11 =

\$12,033 + GST

Planning and Progression for the horse from 12/1/11 to 30/6/11

Transport 12/1/11 from Sales Complex to Oakridge Spelling Farm NSW = \$680
Agistment from Date of Arrival at Oakridge to 31 January – 19 days = \$655
Agistment from 1 February – 29 February = \$986
1 March Transport to educators to commence breaking-in process = \$180
Education process over 35 days (5 weeks) including stabling & agistment = \$2,900
Transport 4 April to Warwick Farm Pre-Trainers Stables = \$210
14 days education in racing stables at Warwick Farm @ \$75 = \$1,050
Miscellaneous additional costs at Warwick Farm include Track Fees (\$39), Farrier Feet Trim and Shoes (\$165), Dentist (\$90), Parasite Drench (\$78) = \$372
18 April Transport return to Oakridge Spelling Farm = \$210
April Agistment at Oakridge Spelling Farm 13 days = \$442
Agistment 1 May – 31 May 31 Days at Oakridge Spelling Farm
+ Feet Trim and Drench = \$1,442
Transport 1 June to Warwick Farm Pre-Trainers Stables = \$210
21 days re-education in racing stables at Warwick Farm @ \$75 = \$1,575
Miscellaneous additional costs at Warwick Farm include Track Fees (\$63), Farrier Feet Trim and Shoes (\$165), Dentist (\$90), Parasite Drench (\$78) = \$396
Transport 22/6 to Oakridge Spelling Farm = \$210
June Agistment 8 days at Oakridge + Feet Trim and Drench = \$515

(D) BUDGETED SYNDICATE ESTABLISHMENT & PROMOTION =
\$16,559 + GST

Establishment & Promotion = \$9,859

Postage, Printing, Handling, Stationary \$127, Communications via Telephone, Fax, Email, SMS (Pro Rata) \$325, Marketing & Promotional, Banking, Merchant Service / Eftpos Fees (Pro Rata) \$825, IT Service Provider (Pro Rata) \$857, Veterinary Report for PDS \$195, Advertising = \$7,500 (Pro Rata expenses across TV – Radio – Websites): TVN – Sky Sports Radio – Bloodstock.com – Racenet), ASIC PDS in-use Form 88 \$30.

Accounting & Legal = \$6,700

Auditors Fee: Byrons Chartered Accountants \$3,500, Chartered Accountants Fee: Frank Larosa & Co \$1,200 (Pro Rata), Legal Fees (Pro Rata): Macquarie Legal Practice \$2,000.

All prices above have been recorded as GST exclusive

(E) GST: (10% Goods & Services Tax) **\$13,791**

SUB-TOTAL OF COSTS **\$151,700 +**

(F) STATUTORY FEES: **\$ 300**

(Racing NSW Registration Fees of \$300 is **GST Exempt**)

TOTAL PRICE TO 30/06/11 **\$152,000**

10% Shares @ \$15,200 (including GST) per share

5% Shares @ \$7,600 (including GST) per share



Logan Livestock Insurance Agency Pty Ltd

ABN 81 001 836 204

www.logans.com.au

AFS Licence No. 238959

21 PARRAWHEN STREET, CREMORNE NSW 2090 TELEPHONE: (02) 9909 1490 FAX: (02) 9909 8057

Correspondence: PO BOX 360, CREMORNE NSW 2090 AUSTRALIA email: postmaster@logans.com.au

28/01/2011

Dynamic Syndications
PO Box 2324
Taren Point NSW 2229

MEMORANDUM OF INSURANCE

Policy No: TBA

Insured: Dean Watt Thoroughbreds Pty Ltd t/as Dynamic Syndications

Interest: Unnamed
2009 Brown Filly
Lonhro/ Secret Revenue

Use: Flatracing

Limit of Liability: Aud\$152,000 being 100%

Period: 14th January 2011 to 4.00pm 1st November 2011 at 4.00pm

Coverage Summary: Mortality Insurance
Colic Surgery Cost Extension Clause not exceeding \$10,000
Australia & New Zealand Territorial Limits
12 Month Extension Clause
Limited Theft and Unlawful Removal Endorsement
Terrorism Exclusion Endorsement
Disability Impairment Guarantee to Syndicate Registration

Underwriters: Lloyd's of London

Information on horse insurance is available at -:
www.logans.com.au

The Financial Services Guide and Insurance Policy are held by the Syndicator as syndicate manager and/or arranger of the insurance. They are available from them on request.

This Memorandum of Insurance is provided for inclusion in the Promoters Disclosure Statement for the sale of shares in the horse noted above and does not replace the terms and conditions of the policy.



CENTENNIAL PARK VETERINARY PRACTICE



A.B.N. 91 072 794 944

VETERINARY EXAMINATION FOR DYNAMIC SYNDICATIONS

At the request of Dynamic Syndications, a pre-sale veterinary examination of **Lot 501, LOHNRO ex SECRET REVENUE Brown yearling filly**, brands as described in the 2011 Magic Millions Yearling Sales Catalogue, was carried out at the Magic Millions Sale Complex, Bundall QLD, on the 11th January 2011, prior to the commencement of the Magic Millions sale.

Clinical Examination:

She was a quality yearling. She displays typical conformation of classical middle distance thoroughbreds. She was a well grown athletic individual. She has good rein and covers good ground with an outstanding walk and easy flowing action. She presented in excellent condition. The filly is still immature and will develop further. All clinical parameters were found to be within normal limits. She was examined in hand, and was found to be free moving. Stethoscope examination of heartbeat was normal. There was no clinical evidence of wear or injury to her extremities. There was no response to flexion tests.

Radiographic Examination:

Pre-sale there was a full set of radiographs available for inspection in the repository at the Magic Millions Complex. Upon examination, there were no radiographic findings of any significance noted.

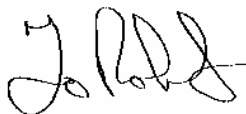
Endoscopic Examination:

Post sale the upper respiratory tract was examined endoscopically and the larynx and pharynx were found to be normal in appearance and function.

Conclusion:

In my opinion, at the time of this examination, **Lot 501 LONHRO ex SECRET REVENUE 2009 Brown yearling filly** is in so far as can be determined from the extensive examination conducted, suitable for racing and public syndication and as such, is therefore suitable for all risk mortality insurance cover. I confirm that I advised Dynamic Syndications that in my opinion this lot was suitable for purchase.

Yours faithfully,



Dr. T.M.B. Roberts BVSc. MRCVS
27 January 2011

NB: This examination is valid for seven (7) days and is only for the use of the person requesting the examination. The issuer of this certificate has no financial interest in the above horse and no contract with any other third party. The issuer has a long standing relationship with Dynamic Syndications to provide a detailed veterinary assessment and specific advice on suitability of prospective yearling purchases at all yearling sales within Australasia.