

PRODUCT DISCLOSURE STATEMENT

(P. D. S.)

For the Sale of Shares in a Racehorse

Lead Regulator Approved

HORSE: UNNAMED THOROUGHBRED Bay Colt 3/10/2012

By : REWARD FOR EFFORT

FROM : FAIRY RAINBEAM by (Encosta De Lago)

**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.

Racing Victoria - Disclaimer

“A copy of this **Product Disclosure Statement** has been approved by Racing Victoria for publication. No liability as to the contents of this Product Disclosure Statement is accepted by Racing Victoria, its officers, employees or agents.

In particular (but without limiting the generality of this disclaimer) Racing Victoria does not warrant, and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the scheme may operate, or the taxation advantages (if any) to which the scheme may give rise.

Potential investors' financial circumstances may vary, and accordingly, Racing Victoria recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.”

Warning: This PDS was compiled by Macquarie Legal Practice for Dynamic Syndications 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 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 Syndicate to which it relates.

Contents

<u>Section</u>	
1.	<u>Preparation and purpose</u>
2.	<u>Jurisdiction</u>
3.	<u>Disclosure</u>
4.	<u>Cooling-off</u>
5.	<u>Statatement to prospective investors as to the commercial merits of the proposal and recommendation regarding the seeking of advice</u>
6.	<u>Disclaimer</u>
7.	<u>Key features of Syndicate</u>
8.	<u>Promoter</u>
9.	<u>Issue</u>
10.	<u>Application Price</u>
11.	<u>How to invest</u>
12.	<u>Title</u>
13.	<u>Syndicate Manager</u>
14.	<u>Racing Manager</u>
15.	<u>Trainer</u>
16.	<u>Veterinary Report</u>
17.	<u>Assessment of value</u>
18.	<u>Insurance</u>
19.	<u>Interests of the Promoter, the Offeror, the Syndicate Manager, the Racing Manager, their directors and experts</u>
20.	<u>Summary of rights and liabilities attaching to Shares in the Syndicate and other relevant information</u>
21.	<u>Maketability of Shares</u>
22.	<u>Warning</u>
23.	<u>Risk</u>
24.	<u>Declaration</u>
25.	<u>Statutory Declaration</u>
<u>Annexures</u>	
1.	<u>Lead Regulator approval of PDS</u>
2.	<u>Pedigree</u>
3.	<u>Application Price Calcualtion Sheet</u>
4.	<u>Letter of consent to act as Trainer</u>
5.	<u>Veterinary Certificate</u>
6.	<u>Particulars of Insurance</u>
7.	<u>Syndicate Deed</u>
8.	<u>Application Form</u>

PRODUCT DISCLOSURE STATEMENT

1. Preparation and purpose

This *Product Disclosure Statement* (“PDS”) is dated **16 January 2014**. 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 Victoria**, 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	\$4,475.00 (including GST) For further details see Section 10
Total number of Shares	Twenty (20 x 5% Shares)
Minimum Investment	One (1) 5% 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 of a 10%, 5% or 2.5% Share.	\$792 including GST per Share per annum payable by each Owner of a share 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. • 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	\$1,750 including GST per Share per annum, which equates to \$145.83 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 year's 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 BAY COLT FOALED 3/10/2012 BY REWARD FOR EFFORT FROM FAIRY RAINBEAM BY ENCOSTA DE LAGO** 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 **Twenty (20) 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 5% Share of **\$4,100.00** (inclusive of GST), calculated as follows:

Base Sale Price of Horse, excluding GST	\$25,000	
Total Syndicate Establishment Costs	\$56,037	
GST (rounded)	\$8,103	
Registration fees payable to Racing Victoria	\$360	
Application Price per 5% Share payable upon application		\$4,475.00

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 812**, from vendor **MONTANA PARK STUD**, at the **2014 MAGIC MILLIONS GOLD COAST YEARLING SALE conducted by MAGIC MILLIONS SALES Pty Limited (ABN 54 078 396 317) at the GOLD COAST SALES COMPLEX, BUNDALL, QLD, on 8 – 12 JANUARY 2014**, for the purchase price of **\$25,000 + 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 P/L**, the Promoter will compile a register of Owners of the Shares numbered consecutively - **1 to 20** - 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 \$8.02 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 Prizemoney for wins (and also placings 1st to 5th in Group and Listed races) where Prizemoney (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 Prizemoney, 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 certain Promoters may 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.

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

MICK PRICE will train the Horse. His main stables are based at **CAULFIELD VIC**. The horse may transfer between states should racing opportunities present. He is the first appointee of the Syndicate Manager as Trainer, in accordance with the provisions of *clause 6.2* of the *Syndicate Deed*.

MICK PRICE has agreed to train the Horse.

16. Veterinary Report

DR JOHN WALKER of John Walker and Associates BVSc, Veterinary Surgeon ("Dr Walker") has provided an initial veterinary report as to the suitability of the Horse for purchase and syndication.

Dr WALKER 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, 2014**, 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 PRICE** 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 PRICE may train other Horses syndicated and/or managed by the Promoter, Syndicate Manager and/or Racing Manager.

4. **Dr WALKER** 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 WALKER** 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.
6. For the avoidance of any doubt or any perception of conflict of interest, investors should be aware that Dynamic Syndications purchased the sire Reward For Effort as a yearling and managed his racing career in conjunction with the trainer Peter Moody. Further, the vendor of this colt was an equity partner in the stallion when the horse was racing under our management and now at stud. We further recommended (nicks) matings programmes for the stallion that had been identified previously as being successful by the stallion's sire in the anticipation this may be replicated.

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, including any additional gratuities for wins in Group races which the Syndicate Manager may at its discretion agree to pay to the trainer and or jockey (*any such agreement to be communicated in advance and as soon as practical to the partners*) in accordance with the provisions of clauses 3 and 13.

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	Per Shareholder per annum	Total per Share per month
Fee payable to Syndicate Manager by owners with 10%, 5%, 2.5% Shareholding		\$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.	\$38,000	\$1,900 (5%)	\$158.33* (5%) (indicative only and subject to significant variation from month to month)
Total	\$38,000	\$2,692	\$224.33

- (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*.
-

24. 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.



DEAN WARREN WATT

16 January 2014

State of Victoria

25. Statutory Declaration (Approved Promoter):

"I, **DEAN WARREN WATT, Director & Responsible Officer of DEAN WATT THOROUGHBREDS PTY LTD T/AS DYNAMIC SYNDICATIONS, SUITE 1, 15-17 Forest Rd HURSTVILLE NSW 2220** in the State of **New South Wales**, do solemnly and sincerely declare as follows:

I have prepared this Product Disclosure Statement (**PDS**) in accordance with ASIC's Class Order [02/319] and Regulatory Guide 91 and **Racing Victoria's (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 that:

- (a) all moneys received by me for the purchase price of shares or interests in the scheme from investors will be held in trust by me until the scheme is fully subscribed in accordance with the PDS;
- (b) within 45 days of the scheme being fully subscribed, I will register that scheme as a partnership or syndicate with the Lead Regulator under the Rules of Racing;
- (c) prior to the registration of the scheme as a partnership or syndicate with the Lead Regulator, I will ensure that the participants in the scheme either have unencumbered title to the whole of the scheme horse(s) ~~or lease the whole of the scheme horse(s) pursuant to a finance lease agreement in a standard form;~~
- (d) 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; and
- (e) 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."

AND I MAKE this solemn declaration conscientiously believing the same to be 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 by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED AND DECLARED

at **HURSTVILLE** this **16th**
day of **JANUARY 2014**



before me **PETER MICHAEL WAGSTAFF** of **CASTLE HILL NSW, J.P. 178978**
A Justice of the Peace

Lot 812 (100% GST)**BAY COLT****Stable QB 24**

Foaled 3rd October 2012

Branded :  nr sh; 105 over 2 off sh

Sire	Exceed and Excel	Danehill	Danzig
REWARD FOR EFFORT		Patrona.....	Lomond
2006	Miss Prospect	Rory's Jester	Crown Jester
		Imposing Life	Imposing
Dam	Encosta de Lago	Fairy King	Northern Dancer
FAIRY RAINBEAM		Shoal Creek	Star Way
2003	Centra Rainbeam	Centaine.....	Century
		Selliera	Khairpour

REWARD FOR EFFORT (AUS) (Bay 2006-Stud 2011). 4 wins-2 at 2-to 1200m, A\$937,200, MRC Blue Diamond S., Gr.1, STC Concorde S., Gr.3, MRC Sir John Monash S., L, Blue Diamond Preview (c&g), L, 2d MRC Blue Diamond Prelude (c&g), Gr.3, 3d MVRCA Ian McEwen S., Gr.3. Half-brother to SW Consular (Qld Tatt's RC Tattersall's Mile, L) and SP Annie la Vie. Out of SW Miss Prospect. His oldest progeny are yearlings.

1st dam

FAIRY RAINBEAM, by Encosta de Lago. Unraced. Half-sister to **BELCENTRA**. This is her third foal. Her second foal is a 2YO. Her first foal is an unraced 3YO.

2nd dam

CENTRA RAINBEAM, by Centaine. Unplaced. Three-quarter-sister to **FLEUR DE CHINE** (dam of **TULLY THUNDER, SUFFICIENT**), Jackie O' (dam of **KILDARE, ONE LOVE**), San Century (dam of **GLORIOUS DAYS, BANGALORE BULLET - BRIGHT STAR** (H.K.), **SPURCENT**). Dam of 4 named foals, 3 to race, **2 winners**, inc:-

BELCENTRA (Bel Esprit). **3 wins** to 1400m, VRC Desirable S., **L**, 2d MRC Blue Diamond Prelude (f), **Gr.3**, 3d MRC Thoroughbred Club S., **Gr.3**. Dam of Zocalos. **2 wins**-1 at 2-to 1200m to 2013-14, ATC Red Lightning Bolt H. Vice or Virtue. **4 wins** at 1200m, 1300m to 2013-14, 2d BRC St Margaret's Anglican Girls School H.

3rd dam

SELLIERA, by Khairpour. **4 wins** from 1400m to 1800m, Otago RC French Floozie H., Ford New Holland H. Half-sister to **FLEUR DE CHINE** (dam of **TULLY THUNDER, SUFFICIENT**), **SNEETCH** (dam of **BLACK MAMBA**), **Sandarac**. Dam of 4 foals, all raced, **2 winners**, inc:-

Didi. **Winner** at 1200m, HKJC Mission Hills Group H.

Ashley Downs. **Winner** at 2100m in NZ. Dam of-

Can't Keeper Down (Keeper). **4 wins** from 1400m to 2000m, \$159,794, 2d New Zealand Oaks, **Gr.1**, Manawatu RC Eulogy S., **Gr.3**.

4th dam

SELLOU, by Sound Reason. Unraced. Three-quarter-sister to **I WILL**, half-sister to Sandy's March (dam of **SANDY'S PLEASURE**). Dam of 6 foals, 5 to race, **4 winners**, inc:-

FLEUR DE CHINE (Centaine). **3 wins**-2 at 2-at 1000m, 1200m, Taranaki 2YO Classic, **Gr.2**, Waikato RC Fairview Ford S., **L**. Dam of-

TULLY THUNDER (Thunder Gulch). **4 wins**-1 at 2-at 1350m, 2000m, \$420,950, SAJC Australasian Oaks, **Gr.1**, Oaklands P., **L**, 2d South Australian Oaks, **Gr.1**, SAJC Sires' Produce S., **Gr.3**. Producer.

SNEETCH (Grosvenor). Joint third top filly on the 1994-95 NZ 3YO Free H. **3 wins** at 1400m, 1600m, ARC Ladies Mile, **Gr.3**. Dam of-

BLACK MAMBA (Black Minnaloushe). **7 wins** from 1600m to 2400m, \$981,135 in U.S.A. and NZ, Del Mar John C Mabee H., **Gr.1**.

Gussy Godiva. **4 wins** from 1600m to 2000m, VRC Sanderae H., MRC Nunkalowe H. 2009 NZ Broodmare of the Year. Dam of-

ROMAN EMPEROR (Montjeu). **2 wins** at 1550m, 2400m, \$1,416,800, Australian Derby, **Gr.1**, 2d MRC Caulfield Cup, **Gr.1**.

ANNEXURE

SHARE APPLICATION PRICE - CALCULATION SHEET

REWARD FOR EFFORT / FAIRY RAINBEAM Bay Colt 2012

* A statement setting out all expenses incurred by the Promoter in the formation of this promotion including actual and budgeted horse husbandry and training costs to: 31 October 2014

(A) Actual Cost - FALL OF HAMMER Price	\$ 25,000
(B) Costs Incurred in Acquisition of Horse	\$ 17,833
(C) Actual & Budgeted Forward Horse Husbandry Costs	\$ 19,869
(D) Syndicate Establishment, Promotion, Accounting & Legal	<u>\$ 18,335</u>
	\$ 81,037+
(E) GST	<u>\$ 8,103</u>
	\$ 89,140 +
(F) Racing Authority Registration Fees \$360 (GST Exempt)	<u>\$ 360</u>
<u>TOTAL SYNDICATION VALUE</u> (including GST to 31/10/14)	<u>\$ 89,500</u>

(A) PURCHASE PRICE = \$25,000 + GST

Purchase Price:

\$25,000 + GST

Fall of Hammer Price in Sale Ring (+ GST)

(B) VARIOUS ACQUISITION COSTS = \$17,833 + GST

Dynamic Syndications Profit Margin On This Promotion

\$3,125 + GST

12.5% on the Fall Of Hammer Sale Price = \$25,000 x 12.5%

Veterinary Report for PDS

\$195 + GST

Racing Victoria PDS Application Fee

\$170 + GST

ASIC - PDS in-use Form 88

\$33 + GST

Insurance – 4 x Premiums + Stamp Duty:

\$5,636 + GST

- (1) - Mortality cover from Fall of Hammer to 1/11/2014 on \$89,500 syndicated value
- (2) - Colic Cover
- (3) - Disability / Impairment Guarantee - Fall Of Hammer Price to Registration Date
- (4) - P. I. Cover
- (5) - Stamp Duty

5 x Race Series Eligibility Payments:

\$4,518 + GST

- * Entry Fee Magic Millions Race Series – One off payment = \$3,000
- * Entry Fee VOBIS GOLD – One off payment = \$1,000
- * Golden Slipper & Golden Rose eligibility payment \$318
- * Blue Diamond eligibility payment \$200

Acquisition Costs: (Magic Millions Sale 2014)

\$4,156 + GST

- * Veterinary work conducted at saleyard by Dr. John Walker in Selection Process includes: 57 Physical Veterinary Inspections, 51 X-Rays Inspections and 9 Endoscopic evaluations divided pro-rata across all 9 yearlings purchased for syndication = \$950
- * Sales Expenses (14 Days x 3 Staff) incurred in attending sale i.e. Air Fares, Transport, Accommodation, Phone, Internet, Client Liaison, Living Expenses, etc., divided pro rata by number of yearlings purchased for syndication = \$1,778
- * Consultancy Fee to Gary Mudgway for individual inspections of 221 yearlings from the sale to determine final 57 lots to submit to the veterinarian for appraisal divided pro rata across yearlings purchased for syndications = \$445
- * Miscellaneous Costs = Professional Photographers, Videos, Footage of each lot purchased at Auction Sale, Pedigree Ratings Software Fee, divided pro rata across all yearlings purchased for syndication = \$983

(C) HORSE HUSBANDRY ACCOUNTS BUDGET TO 31/10/14 =

\$19,869+ GST

Planning and Progression for the horse from 13/1/14 to 30/6/14

Transport on 12/1/14 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 Wild Oaks Farm Pre-Trainers Stables = \$210
 14 days education in racing stables at Wild Oaks Farm @ \$75 = \$1,050
 Miscellaneous additional costs at Wild Oaks Farm include Track Fees, Farrier Feet Trim and Shoes, Dentist, Parasite Drench = \$372
 18 April Transport return to Oakridge Spelling Farm = \$150
 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
 1 June Transport to Educators second session \$180
 1 June Educators for 14 days refresher course = \$1,160
 15 June Return to Wild Oaks Farm Pre-Trainers Stables = \$150
 21 days in racing stables at Wild Oaks = \$1,785
 Miscellaneous additional costs at Wild Oaks Farm include Track Fees, Farrier Feet Trim and Shoes, Dentist, Parasite Drench = \$396
 Transport to Oakridge Spelling Farm = \$150
 June Agistment 8 days at Oakridge + Feet Trim and Drench = \$515

To 30/6/14: Sub-Total = \$13,403

1/7 to 4/8 Agistment 35 days at Oakridge Spelling Farm = \$1,190
 5/8 Transport to Wild Oaks Farm to commence Pre-Training = \$150
 26 Days in racing stables at Wild Oaks + Day Yards & 2 x Dry Walker = \$2,210
 Miscellaneous additional costs at Wild Oaks Farm include Track Fees, Farrier Feet Trim and Shoes, Dentist, Parasite Drench = \$396
 1/9 Transport to Oakridge Spelling Farm = \$150
 September Agistment 30 days at Oakridge + Feet Trim and Drench = \$1,285
 October Agistment 31 days at Oakridge = \$1,085

To 31/10/14: Sub-Total = \$6,466

(D) BUDGETED SYNDICATE ESTABLISHMENT & PROMOTION =
\$18,335 + GST

Statutory Auditing; Accounting & Legal Fees = \$6,700

Auditors Fee: (Pro Rata) \$3,500, Chartered Accountants Fee (Pro Rata): \$1,200, Legal and Compliance Review Fees (Pro Rata): Macquarie Legal Practice \$2,000.

Establishment & Promotion = \$11,635

Postage, Printing, Handling, Stationary = \$128, 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, Advertising = \$9,500 (Pro Rata expenses across all yearlings for Syndication in 2014 : TV – Radio – Websites: TVN – Sky Channel - Sky Sports Radio – Bloodstock.com & other websites).

All prices above have been recorded as GST exclusive

(E) GST: (10 % Goods & Services Tax) **\$ 8,103**

SUB-TOTAL OF COSTS **\$ 89,140 +**

(F) RACING AUTHORITY STATUTORY FEES (GST Exempt) **\$ 360**

Racehorse Registration Fee \$110,
Racing Syndicate Registration Fee \$250

TOTAL PRICE TO: 31/10/14 **\$ 89,500**

10% Shares @ \$8,950 (including GST) per share

5% Shares @ \$4,475 (including GST) per share

FIT FOR SYNDICATION

HORSE: UNNAMED

SIRE: REWARD FOR EFFORT

DAM: FAIRY RAINBEAM

DESCRIPTION: BAY COLT

BRANDS: NSS: A W
OSS: 105 OVER 2

MICROCHIP NUMBER: 985100012026557

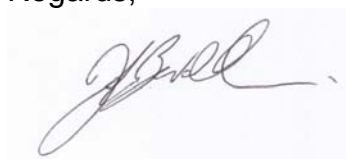
DATE: 12 / 1 / 2014

On 12TH January, 2014, the above-described horse was examined for the purposes of syndication by Dynamic Syndications.

Based on the examination, which involved a clinical examination, endoscopic examination of the upper respiratory tract, and full series of radiographs, this horse is considered fit for syndication for racing purposes and mortality insurance.

Should you require further information regarding this horse, I can be contacted on 0412 501 999.

Regards,



Dr John B. Walker BVSc

This certificate has been prepared for the inclusion in the disclosure statement of the thoroughbred in question. This certificate may be relied upon by potential investors, however it does not constitute a "pre-purchase" examination.

I certify that I have no current, nor contemplate, future interest in the above-described horse, other than in the supply of the Veterinary opinion of suitability for racing. Furthermore, I am aware that this report is provided to Dynamic Syndications for use by them in promoting the sale of the above-described colt.

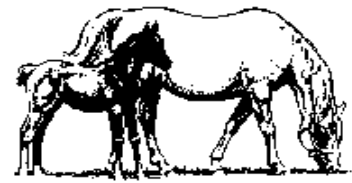


John & Walker
A S S O C I A T E S

Enquiries
Email: johnnie@horsevet.com.au
Snail Mail: P.O. Box 372, Mt Martha VIC 3934
Mobile: 0412 501 999 Fax: 03 5973 6722
Web: www.horsevet.com.au

Accounts
Email: admin@horsevet.com.au
Snail Mail: P.O.Box 372, Mt Martha Vic 3934
Phone: 03 5973 6095 03 5973 6022
Fax: 03 5973 6722 ABN 87 107 988 616

WOLLONDILLY EQUINE



Veterinary Report

P.O Box 125
Oakdale 2570 Australia
Phone: 02 4659 7322
Fax: 02 4659 7122
E-mail: wollondillyequine@bigpond.com

Date: 1st August 2014

Horse Name: Fairy Rainbeam/Reward For Effort 12

Description: Bay Thoroughbred Colt

Brand: NSS: AW OSS: 105 over 2

Microchip No: 985100012026557

I examined the above horse to assess its suitability to syndicate as a race horse.

The examination performed was a general health check which included taking the horse's temperature, checking mucous membrane colour, pulse quality and respiratory system. Cardiac and thoracic auscultation were performed. The eyes were assessed for vision. Musculature symmetry and basic conformation were assessed. No abnormalities were found.

There was no lameness at the walk and trot on a straight line and on a circle. The horse was sound post flexion and no response to hoof testers was found. On palpation and manipulation of the legs and major joints no abnormalities were found.

On endoscopic examination the horse was a grade 1 out of 5 (Normal laryngeal function)

No radiographs, blood tests, drug sampling or ECG were performed.

I certify that I have no current or future interest in the above horse other than the supply of this veterinary opinion of the above examination.

Please do not hesitate to contact the undersigned if you have any queries regarding the above.

Kind Regards



Dr Andrew Argyle B.V.Sc (PRET)
Wollondilly Equine



Mick Price Racing Stables

15 January 2014

Racing Victoria
400 Epsom Road,
FLEMINGTON VIC 3031

Dear Sir,

RE: Commitment to Train for DYNAMIC SYNDICATIONS

I wish to confirm that Dean Watt, on behalf of his company Dynamic Syndications, inquired if I was interested in training the following horse on their behalf.

2012 Bay Colt – REWARD FOR EFFORT x FAIRY RAINBEAM
LOT 812 Magic Millions Gold Coast Yearling Sale


I have agreed to train the abovementioned horse in accordance with my standard terms of trade. These terms are available from my office upon request. Our main stables are based at CAULFIELD.

Further, my business practice is in accordance with the Product Disclosure Statement supplied with this horse.

I acknowledge that Dynamic Syndications employ Dr John Walker as their contracted veterinarian. I am aware Dr Walker has seen this horse at the sales prior to purchase where it passed a physical examination and its x-ray inspection did not reveal any areas of concern. I am aware the horse passed an endoscopic evaluation. I am aware this horse was passed as suitable for syndication for racing purposes.

I offer this letter for inclusion with Dynamic Syndications Product Disclosure Statement for the above described horse. I advise that I have had no previous association or any financial interest with this horse prior to being asked to train it for Dynamic Syndications.

Yours faithfully,


Mick Price
Racehorse Trainer

Generated on 03/12/14

	DANZIG (I/C)	1	NORTHERN DANCER
	DANEHILL (Q)		PAS DE NOM
	RAZYANA	1	HIS MAJESTY
EXCEED AND EXCEL			SPRING ADIEU
	LOMOND	1	NORTHERN DANCER
PATRONA			MY CHARMER
	GLADIOLUS		WATCH YOUR STEP
REWARD FOR EFFORT			BACK BRITCHES
(2006)	CROWN JESTER		BAGUETTE
	RORY'S JESTER (Q)		ANJUDY
	RORY'S ROCKET		ROAN ROCKET
MISS PROSPECT			CANTADORA
	IMPOSING		TODMAN
	IMPOSING LIFE		HIALEAH
	LIFE AT LAST		NORTHFIELDS
			ROYAL NEWS
Prospective foal			
	1 NORTHERN DANCER (B/C)		NEARCTIC
	FAIRY KING (Q)		NATALMA
	FAIRY BRIDGE		BOLD REASON
ENCOSTA DE LAGO			SPECIAL
	STAR WAY (Q)		STAR APPEAL
	SHOAL CREEK		NEW WAY
	ROLLS		MR. PROSPECTOR
FAIRY RAINBEAM			GRAND LUXE
(2003)	CENTURY (AUS) (Q)		BETTER BOY
	CENTAINÉ (Q)		ROYAL SUITE
	RAINBEAM		VAIN
CENTRA RAINBEAM			RAIN SHADOW
	KHAIRPOUR		ARCTIC TERN
SELLIERA			KHAYRA
	SELLOU		SOUND REASON
			SANDERAE

Sibling Identifier: odd numbers = same dam only; even numbers = same sire and dam

Roman Dosage Profile: (1-1-2-0-0)

D.I.: 3.00

C.D.: 0.75

Werk Quality Rating: Q 5

Dosage Points: 4 + Quality Points: 20 = Total Points: 24

5-Generation Inbreeding: NORTHERN DANCER - 5m, 5m x 4m

Stakes winners bred from the EXCEED AND EXCEL--ENCOSTA DE LAGO cross

Stakes Winner	Yob	Sex	Best	Dirt	AWS	Turf	Pedigree
INSTINCTION	2008	C				Y	EXCEED AND EXCEL ex DE LAGO MIST (ENCOSTA DE LAGO)
REBEL CALL	2008	C				Y	EXCEED AND EXCEL ex TERRENORA (ENCOSTA DE LAGO)

Stakes winners bred from the DANEHILL--FAIRY KING cross

Stakes Winner	Yob	Sex	Best	Dirt	AWS	Turf	Pedigree
ALEXANDER ALLIANCE	2003	F				Y	DANETIME ex GEHT SCHNELL (FAIRY KING)
BALTIC KING	2000	C				Y	DANETIME ex LINDFIELD BELLE (FAIRY KING)
BENETEAU	2007	C	G3			Y	REDOUTE'S CHOICE ex SLICE OF PARADISE (ENCOSTA DE LAGO)
BREAK CARD	2006	F				Y	DANZERO ex FLEUR DE JAZZ (FAIRY KING)
CHARLIE BOY	2010	C	G2			Y	MYBOYCHARLIE ex MARITIME (FALBRAV)
DELIVER THE POWER	2008	G	G3			Y	TOREADOR ex TARA'S DESTINY (TARA'S HALLS)
DOMINGUES	2005	C	G3			Y	DANETIME ex LINDFIELD BELLE (FAIRY KING)
EMPRESS ROCK	2008	F	G2			Y	FASTNET ROCK ex EMPRESS JADE (ENCOSTA DE LAGO)
ESSINGTON	2006	G				Y	REDOUTE'S CHOICE ex BESAME MUCHO (ENCOSTA DE LAGO)
FIRE THUNDERBOLT	2009	G				Y	CALIFORNIA DANE ex SPIRITED AND SEXY (KING IVOR)
FULBRIGHT	2009	C	G2			Y	EXCEED AND EXCEL ex LINDFIELD BELLE (FAIRY KING)
IMPERIAL ROME	2008	C				Y	HOLY ROMAN EMPEROR ex RIPALONG (REVOQUE)
INNER WARRIOR	2010	G				Y	GOD'S OWN ex EL MILAGRO (ENCOSTA DE LAGO)
INSTINCTION	2008	C				Y	EXCEED AND EXCEL ex DE LAGO MIST (ENCOSTA DE LAGO)
MAULES CREEK	2007	G				Y	REDOUTE'S CHOICE ex BRAMBLE ROSE (SHINKO KING)
MOHAVE	2011	C				Y	EXCEED AND EXCEL ex MARGHAM (ENCOSTA DE LAGO)
MUSIR	2006	C	G1		Y	Y	REDOUTE'S CHOICE ex DIZZY DE LAGO (ENCOSTA DE LAGO)
MY NAME IS BOND	2008	C	G3			Y	MONSIEUR BOND ex LADY ORIANDE (MAKBUL)
NOT LISTENIN'TOME	2010	G	G3			Y	DYLAN THOMAS ex FLAME OF SYDNEY (ENCOSTA DE LAGO)
PICCADILLY FILLY	2007	F				Y	EXCEED AND EXCEL ex TORTUE (TURTLE ISLAND)
PRIVATE JET	2008	C				Y	AUSSIE RULES ex NORWEGIAN PRINCESS (FAIRY KING)
PROISIR	2009	C	G3			Y	CHOISIR ex PROPHET JEWEL (ENCOSTA DE LAGO)
REBEL CALL	2008	C				Y	EXCEED AND EXCEL ex TERRENORA (ENCOSTA DE LAGO)
SOOKIE	2009	F	G3			Y	CASINO PRINCE (AUS) ex PURPLE BLOOD (ENCOSTA DE LAGO)

What is a Best of Sale Rating ?

Selecting yearlings that excel on the racetrack takes expert analysis of pedigree and conformation as well as luck. Best of Sale recommendations offers a unique, proven method of identifying potential superstars based on a variety of pedigree factors.

The approach to evaluating auction entries draws upon data of successful breeding patterns of the winners identified by analysing the pedigrees of the winners of stakes races run since early 1990's. The target is to identify the compatibility of matings as reflected in part, by the initial pedigree rating + the quality of mating based upon the performance of sire + broodmare sire + female families. Then add in the aptitude balance of matings as supplied by the contributions of specific *chef de race* ancestors, and successful patterns of inbreeding.

While some of these may be obvious choices to most buyers, the majority of them are not so obvious and many potential buyers, whom do not understand the genetic aspects of pedigrees or dismiss the relevance of same, overlook these potential superstars.

Best of Sale Recommendations

Each lot number in a sale is rated for both its genetic compatibility and to the Best of Sale recommendation. They are given a simple Star Rating, from 5 Stars being the highest rating to 1 Star being the minimum qualifier. Best of Sale rating is an overall pedigree rating and takes into account all pedigree-related indicators as declared above.

However it only refers to the auction sale database against which it's being compared. Outside of these parameters, we return specifically to the pedigree rating alone. We are searching for competitive advantage against all other catalogued lots which is vitally important in closed race series races.

We embrace the favorable information and disregard horses with unfavorable aspects to pedigree rating, inbreeding, strength of the female family, evaluation of a stallion's stats and/or potential, sex biases, etc.

Frequently, selections are 'A' or better genetic nicks but we do see entries that are 'B' and 'C' (average) nicks occasionally that correspond with some very favorable breeding pattern that swings the balance in their favor. Only the Best of Sale recommendations get a Star Rating, so a one-star selection raises a mating well above its peers and merits a physical inspection.

Using Best of Sale recommendations in conjunction with our rigorous physical inspection systems of each of the horses, can dramatically improve our chances of selecting a potential quality runner.

Past Best of Sale Success

The formula for evaluating all the pedigrees of specific auction sale has proven very successful for us.

Our resume speaks for itself.

The data used commenced collection in 1990. Now well over twenty years evolved, Best of Sale categories as at the end of 2012 have resulted world wide in over 32,600 individual winners, 2,975 stakes winners, and 220 individual G1 winners !

Obviously the recommendations are only a part of the selection process. We still rely heavily on the conformation and athleticism of the individual, the horse husbandry techniques, commercial success and track record of the vendor and most importantly, the commercial value of the progeny.

Again we are well advanced in this regard. Dynamic Syndications Managing Director Dean Watt has over 30 years experience as a Bloodstock Consultant and is a Member of the Bloodstock Agents Federation – Australia. Dean as a licenced Commercial Agent is experienced in the art of thoroughbred valuation based upon specific formula and historical data determining current market “true price”.

In addition, with the vast wealth of experience and available data, farms that produce quality winners at a constant rate are easily identified statistically equally as those who do not.

Knowledge, Due Diligence and Attention to Detail – That's what sets Dynamic Syndications well above its peers in the competitive environment of syndication of racehorses.

PEDIGREE RATING SCORES - “NICKS”

It's a simple formula – It's all about risk reduction.

Nicks have become an integral part of the decision-making process in the mating and purchasing of thoroughbreds. Most breeders recognise that an affinity or compatibility can exist between two thoroughbred sire lines, such that, when crossed, those lines yielded a greater proportion of superior runners than when either one of them are crossed with any other sire lines. Great breeders, from Federico Tesio to present-day breeders around the world have relied on observed nicks to help guide their breeding plans and buying decisions.

Over 70% of ALL Stakes Winners are “A” Rated Nicks

In order to identify nicks in a systematic way, the software database we use developed an evaluation method based on sire-line analysis. Ongoing studies by researchers show that approximately 25% of the Thoroughbred population is the product of highly successful nicks ("A" rated nicks) while over 70% of stakes winners come from these "A" rated nicks!

Statistics:

There are approximately 20,000 live foals born each year –
25% (5,000) are A Rated whilst 75% (15,000) are rated below.

There are 541 Stakes Races in Australia this racing season.

70% (379) will be won from the 5,000 A rated foals born (7.6%)

30% (162) will be won from the 15,000 foals in the lower rated group (1.08%).

For a practical businessperson seeking a return on money invested, it makes no sense to ignore statistically unfavorable odds. Buying a superior racehorse is already a difficult enough proposition. The Rating systems we use allow us to see into the future by looking into the past and thereby to avoid those mating patterns that have failed. The Nick Rating enables us to avoid crosses that have had little or no success in the past. At the same time, it enables us to identify and thus duplicate successful sire-line crosses, dramatically increasing the chances of success.

Over the years evaluating Nicks have proven to be an invaluable tool in the stallion selection process when identifying yearlings for purchase. Dean Watt, Managing Director of Dynamic Syndications has enjoyed great success as a result of utilising such information. For example:

SAVABEEL, POLAR SUCCESS, HE'S NO PIE EATER, ATOMIC FORCE, ECONSUL, DE BEERS, BRADBURY'S LUCK, TENANT'S TIARA and REWARD FOR EFFORT were all superior racehorses who had superior pedigree ratings.

ECONSUL	A+ +	13,862%
SAVABEEL	A+ +	9,325%
DEBEERS	A+ +	4,270%
POLAR SUCCESS	A+ +	2,240%
REWARD FOR EFFORT	A+	1,175%
ATOMIC FORCE	A+	988%
BRADBURY'S LUCK	A	485%
TENANT'S TIARA	A	238%
HE'S NO PIE EATER	A	161%

Further afield, in 2008 the Top 5 Racehorses in the world had the following ratings:

1 CURLIN	A+	1,375%
2 NEW APPROACH	A+	1,472%
3 RAVEN'S PASS	A+ +	5,961%
4 DUKE OF MARMALADE	A	409%
5 HENRYTHE NAVIGATOR	A+ +	1,531%

Then to further support the theories, in 2008 there was 67 Group 1 races run in Australia. These races were won by 48 individual horses. When these 48 individuals' pedigrees were analysed it showed:

35 / 48 Rated A or above = 73% of Individual Group 1 Winners Rates A or above

Affinity between sire lines was long ago observed by the world's best thoroughbred breeders. Today through modern technologies we are able to quantify what was once only a subjective judgment based on the observations of a relatively small equine population.

Ratings are essentially the objective measurement of success, or lack therefore, of sire-line crosses. Success is quantified by being the winners of stakes races with a prizemoney of at least \$50,000. Through software databases, containing the pedigrees of all such winners since 1977 (over 30,000 winners), we are able to more easily identify what sire-line crosses have succeeded in producing stakes winners and compare those numbers with the stakes winning population on the whole.

Often a sire line may appear to be successful with a particular broodmare sire line. However, if the level of success is no better than that sire line's success with the entire population, then there is not a true nick.

In order to understand the ratings for easy use, a letter-grade scale was developed. As in the scholastic setting, the scales ranges from F (Fail) through to A with A+ also A++ and now since 2011 the software system now identifies A+++ as possible to be achieved in some select instances. The Variants (percentages) shown in the table below are the deviation from the norm that has been observed by that sire line cross in question. On this

scale -15% to +15% (C) is considered average, meaning that the sire-line cross has yielded results that are statistically no better and no worse than what would be expected with the entire population.

An "A" rated nick indicates that a far greater percentage of stakes winners have resulted from that cross than expected. An "F" rated nick indicates that the number of stakes winners resulting from a cross is at least 50% below expectations. This does not mean that there cannot be success or will not be success from such a mating in the future. It does mean that in all the experience of the last 20 + years of winners of stakes races, that type of mating has had a significant lack of success as measured by stakes winner production.

It must be stressed that a below "Average" rating does not guarantee or even predict failure. It means only that, to date, the particular sire-line cross has fallen at least 16% short of what would be expected. Nicks can and do change over time.

Consequently, an above Average Rating must be kept in proper perspective as there are other factors that must be considered when selecting a horse for purchase. Specifically, conformation evaluation is critical. A thoroughbred may have a brilliant pedigree on paper that rates as either Excellent, Superior, Superb or Outstanding on our Ratings Score however if the skeletal structure and/or the overall constitution of the individual is lacking then the horse is rejected as a candidate for purchase.

The Rating Scale is shown below:

Nick	Horse	Variant %
A+++	Excellent	+20,000 and above
A++	Superior	+1,501 to + 19,999
A+	Superb	+500 to +1,500
A	Outstanding	+150 to +499
B+	Very Good	+100 to +149
B	Good	+50 to +99
C+	Acceptable	+16 to +49
C	Average	-15 to +15
D+	Weak	-16 to -34
D	Poor	-35 to -49
F	Unsuccessful	-50
0 SW	Zero Stakes Winners	0 SW

Dynamic Syndications uses these rating tools along with additional pedigree analysis systems from other software databases which skewer the data to local environmental factors and we have introduced a ranking on the class of Stakes Races which are won to establish what we consider is an inherent opportunity of greater racetrack success. Often a horse can have a very high Nick rating and yet score lowly on the variant and visa versa. We use this information to assist us in pedigree selections after the physical inspections have also been considered. Also we cannot blindly accept a rating score. For example Australia has only 2.9% of our races listed as Stakes Races whilst New Zealand has 9.7% and Ireland has 13.1%. Obviously the data will be weighted in certain directions if we did not counter this information with a ranking on the Stakes Races based upon country and class of race, racing region within the country and climatic conditions in the region. After adjustments the rating scale is presented below.

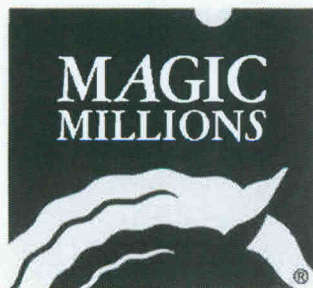
Quality Rating Summary

It is undeniable that racing class is in great part a function of the *quality* of ancestors contributing to new individual. It follows that certain quality stallions tend to contribute more favorably than other sires. When Quality points contributed by such deserving sires are combined with dosage points, the total points more accurately reflect the overall class of a pedigree.

The *Quality sires* in a pedigree contribute quality points (QP) to the new individual in exactly the same way as ancestral sires contribute dosage points (DP). The total number of *Quality points* is added to the *Dosage points* to get *Total Points* (TP).

The Quality Rating, which ranges from zero, as the low, to ten, as the high, is scaled to the number of total points in the pedigree:

Total Points	Quality Rating
0	Q0
1 to 4	Q1
5 to 9	Q2
10 to 14	Q3
15 to 19	Q4
20 to 24	Q5
25 to 29	Q6
30 to 39	Q7
40 to 44	Q8
45 to 54	Q9
55 +	Q10



MAGIC MILLIONS SALES PTY LIMITED

GOLD COAST | HEAD OFFICE

PO Box 5246, GCMC, QLD 9726 AUSTRALIA (28 Ascot Ct, Bundall QLD 4217)

ABN 54-078-396-317

P +61 7 5504 1200 F +61 7 5531 6888 E info@magicmillions.com.au

www.magicmillions.com.au

Mr Dean Watt
Dynamic Syndications
PO Box 2324
TAREN POINT NSW 2229

2014 GOLD COAST YEARLING SALE SUNDAY, 12 JANUARY 2014

TAX INVOICE

Date: 12-Jan-2014

Account: DYNAMI

Invoice number: 65535

Lot	Description	Sire/Dam	Sale Price	GST	Total
812	B. Colt	Reward for Effort (AUS)/Fairy Rainbeam (AUS)			
	Purchase of Lot 812 at 2014 Gold Coast Yearling Sale		25,000.00	2,500.00	27,500.00
	Scoping for Lot 812 at 2014 Gold Coast Yearling Sale		150.00	15.00	165.00
	Nomination to Full Race Series for lot 812 at 2014 Gold Coast Yearling Sale		3,000.00	300.00	3,300.00
SUBTOTAL			\$28,150.00	\$2,815.00	\$30,965.00
TOTAL AMOUNT DUE					\$30,965.00



PAYMENT OPTIONS

By EFT directly into our ANZ account:
Magic Millions Sales Pty Ltd

BSB: 014-518
Account: 3538-07627
Please quote **DYNAMI** and **65535**
Please fax your remittance to +61 7 5531 6888

By Cheque payable to
Magic Millions Sales Pty Ltd
ABN 54 078 396 317

PO Box 5426
Gold Coast Mail Centre QLD 9726
Telephone +61 7 5504 1200
Facsimile (Accounts) +61 7 5531 6888



Account	DYNAMI
Reference	65535
Amount Due	\$ 30,965.00



Logan Livestock Insurance Agency Pty Ltd

ABN 81 001 826 204

www.logans.com.au

AFS Licence No. 238959

21 PARRAWEEEN STREET, CREMORNE NSW 2090 TELEPHONE: (02) 9909 1499 FAX: (02) 9909 8057

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

31/07/2014

Dynamic Syndications Pty Ltd
PO Box 2324
TAREN POINT NSW 2229

MEMORANDUM OF INSURANCE

Policy No: L095659

Insured: Dynamic Syndications

Interest: Unnamed (Lot 812 MMYS)
2012 Bay Colt
Reward For Effort/Fairy Rainbeam

Use: Flatracing

Limit of Liability: Aud\$89,500 being 100%

Period: 31st July 2014 to 4.00pm 1st November 2014

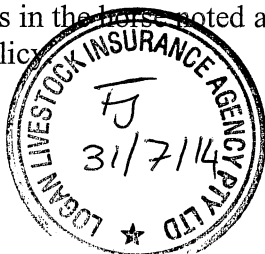
Coverage Summary: Mortality Insurance
Colic Surgery Extension Clause not exceeding \$10,000
Australia & New Zealand Territorial Limits
90 Day Extension Clause
Limited Theft and Unlawful Removal Endorsement
Terrorism Exclusion Endorsement
Disability Impairment Guarantee to Syndicate Registration

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.



400 Epsom Road
Flemington Vic 3031, Australia
Telephone: +61 3 9258 4258
Facsimile: +61 3 9258 4366
licensing@racingvictoria.net.au
www.racingvictoria.net.au

Tuesday, 21 January 2014

Dean Watt Thoroughbreds Pty Ltd
Trading as Dynamic Syndications
PO Box 2324
Taren Point NSW 2229

Dear Dean,

RE: Product Disclosure Statement Applications Approval

The recent applications for approval by Dynamic Syndications acting as an Authorized Representative for Dean Watt Thoroughbreds Pty Ltd for the 2012 Bay Filly by Testa Rossa out of Rocotto, the 2012 Bay Colt by Reward For Effort out of Fairy Rainbeam and the 2012 Bay/Brown Filly by Reward For Effort out of Walklikeanegyptian has been approved by Racing Victoria.

Racing Victoria has received and approved all details within the PDS documentation.

If you wish to discuss the contents of this letter or have any further queries, please do not hesitate to contact me on 03 9258 4258.

Yours Sincerely,



Andrea Brown
Licensing and Registrations Coordinator

400 Epsom Road
Flemington Vic 3031, Australia

Telephone: +61 3 9258 4258
Facsimile: +61 3 9258 4366
licensing@racingvictoria.net.au
www.racingvictoria.net.au

Thursday, 7 August 2014

Dean Watt
Dean Watt Thoroughbreds Pty Ltd trading as Dynamic Syndications
PO Box 2324
Taren Point NSW 2229

Via email: dean@dynamic syndications.com.au

Dear Dean,

Approval of the Extension of Your Product Disclosure Statement

I am pleased to confirm that the Extension of the Product Disclosure Statement for the following horse has been approved by Racing Victoria for a period of six months commencing August 4th 2014:

- Reward For Effort x Fairy Rainbeam

If you have any queries, please do not hesitate to contact me on 03 9258 4258.

Yours faithfully,



FRANK DE RANGO
Customer Relationship Manager

DYNAMIC SYNDICATIONS RACING SYNDICATE

SHARE APPLICATION FORM

Subscriber – Surname (or Company):		
Given name(s):		Date of Birth:
Street Address:		
Suburb:	State:	Postcode:
Telephone: (Bus)	Home:	Mobile:
Email:		
Tax file number:		
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:		

[Please complete the above table as the information is required by the Registrar of Racehorses when registering ownership].

ACKNOWLEDGMENTS

I acknowledge having received and examined the following documentation from *DEAN WATT THOROUGHBREDS PTY LTD (ABN 64 134 481 539)(T/AS DYNAMIC SYNDICATIONS)(AFSL 336808)* ("the Promoter"):

- (a)
 - (i) *Financial Services Guide ("FSG")*;
 - (ii) *Product Disclosure Statement ("PDS")* relating to the offering of Shares in the **UNNAMED THOROUGHBRED BAY COLT FOAL 3/10/2012 BY REWARD FOR EFFORT FROM FAIRY RAINBEAM (by Encosta De Lago)** ("the Horse") and
 - (iii) *Share Application Form*.
- (b) I have relied on my own inquiries and independent advice in relation to my financial and legal rights and obligations as the Owner of a Share in the Horse. Furthermore, I acknowledge I have had the opportunity to obtain my own independent financial and legal advice relating to my acquisition of a Share or Shares in the Horse. I further acknowledge and declare that I have not received any advice either from the Promoter or any representative of the Promoter other than that detailed in the FSG and the PDS.
- (c) I agree to be bound by the terms and conditions of the Syndicate Deed, the terms of which I am fully familiar.
- (d) I acknowledge that the Promoter reserves the right to decline any application or part of any application at their discretion and that the allotment of Shares to any applicant requires the approval of the Promoter. Subject to that right, Shares will be allotted in the order in which applications are received and application monies will be refunded to applicants whose applications are unsuccessful either because their applications have been declined or because all the available Shares have been sold. Any interest earned will be paid on the refunds.
- (e) I acknowledge that the total amount payable per Share upon application is **\$4,475.00** ("the Application Price").

- (f) Furthermore, I hereby acknowledge and confirm that I authorise the Syndicate Manager to sign on my behalf and lodge with the Registrar of Racehorses and/or Lead Regulator any application for registration and/or transfer of ownership (including a transfer of ownership of my interest in the event that I am in default and fail to remedy that default) relating to the Horse during the life of the Syndicate (as per clause 2.8 of the Syndicate Deed).

APPLICATION FOR SHARES

I apply for _____ Share(s) in this **20 Share** Syndicate at the Application Price per share of **\$4,475.00**.

Attached is a cheque for \$ _____ **\$4,475.00** x _____ for _____ Share(s).

Cheques are to be made payable to **DEAN WATT THOROUGHBREDS PTY LTD T/AS DYNAMIC SYNDICATIONS TRUST ACCOUNT** and forwarded with this completed Application Form to : **DYNAMIC SYNDICATIONS, PO Box 2324, TAREN POINT, NSW, 2324.**

HOW TO INVEST

Shares will not be issued on the basis of this Application after the Offer closing date.

This Application Form must be signed by all parties. Joint Applicants must state whether they wish to purchase as joint tenants or tenants in common. In the absence of any such statement Joint Applicants will be deemed to be tenants in common. Tenants in common will be deemed to be in equal Shares unless the contrary is stated. The Promoter reserves the right to require the joint owners of any share to register their own Syndicate with the Lead Regulator in accordance with the Rules of Racing and to own such Share in the name of such Syndicate.

If signed under Power of Attorney, the Attorney hereby certifies that he or she has not received notice of a revocation of that power and undertakes to produce the Power of Attorney (or a certified copy of it) if requested.

A Company must execute in accordance with the provisions of Section 127 of the Corporations Act.

This Application Form must not be handed on unless attached to this PDS.

Applicants are advised to seek independent advice as to their legal position and in relation to the value of the Horse and Shares the subject of this PDS.

THE FOLLOWING PRIVACY NOTICE AND REQUEST FOR PERSONAL INFORMATION IS INCLUDED ON THIS APPLICATION FORM AT THE REQUEST OF THE LEAD REGULATOR):
PRIVACY: The Registrar or Deputy Registrar of Racehorses collects information about all syndicate members when the syndicate manager submits an application to register a syndicate. The Registrar or Deputy Registrar will use that information to assess the application and if the syndicate is approved, the ongoing status of the syndicate. To do that, the Registrar may disclose your information to other racing bodies. On occasion, the Registrar may disclose names and contact details to racing organisations, including race clubs and owners or breeders associations. However, this information will only be disclosed where the Registrar is of the opinion that such communication may be of interest or benefit to you. If you do not want to receive such communication, you may advise the Registrar of that fact at any time. You can gain access to and request changes be made to your information held by the Registrar at any time. You do not have to supply the information requested, but if the information is not provided your application may be rejected.

PRIVACY and PERSONAL INFORMATION:

The personal information collected on this form which is required to complete your application includes your name, birth date, address, contact details, email, mobile GST status, and bank account details. This information is required to:

- identify you
- assess your eligibility as an owner

- facilitate the administration of racing
- communicate with you
- enable payment of prize money

Where information is not provided your application may be refused or delayed until the required information is provided.

How your Personal Information is used :

The information collected about you will be shared with the PRA in each state and territory of Australia in order to:

- enable PRA's to fulfill their regulatory responsibilities
- promote and protect the integrity of the sport to ensure compliance with the Rules of Racing
- communicate with you

Personal information may be disclosed to third parties such as government enforcement agencies, appeal bodies, race clubs, the Australian Stud Book, wagering service providers and international racing bodies or other authorities as required, but only for one or more of the purposes described above or if RISA believes that the disclosure is reasonably necessary for law enforcement either by or on behalf of an enforcement body or the disclosure is authorised or required by law.

Names of horse owners are publicly available on certain websites and may also appear in race field lists, race books, form guides and similar publications where appropriate.

For further information about privacy, visit each PRA's website or www.risa.com.au for the RISA Privacy Policy.

Access to Information :

You can access and request changes to the information held about you by contacting the Registrar of Racehorses or relevant PRA.

Signature of Applicant – if an individual or duly authorised representative, if a company

Signature of witness _____

Name of Witness _____

Address of Witness _____

Dated _____