



**GROUP
ONE**^{P/L}
THOROUGHBREDS

PROSPECTUS

GROUP ONE THOROUGHBREDS (AUST) LTD

ABN 52 639 721 832

RUSSIAN REVOLUTION x ANFITRIONA SHARES

DATED: 30TH April 2024



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IMPORTANT INFORMATION

Offer

The Offer contained in this Prospectus is an invitation by Group One Thoroughbreds (AUST) Ltd (“**GOT**” or “**Company**”) to acquire fully paid Russian Revolution x Anfitriona shares (“**Shares**”) in the Company.

Prospectus

This Prospectus is dated 30th April 2024 and a copy was lodged with the Australian Securities and Investments Commission (“**ASIC**”) on that date.

Expiry date

No shares will be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

Exposure period

The *Corporations Act 2001* (Cth) (“**Corporations Act**”) prohibits the Company from processing applications for shares in the 7-day period after the date of lodgement of this prospectus with ASIC. This period may be extended by ASIC for a further 7 days. This period is an exposure period to enable this Prospectus to be examined by market participants prior to the raising of funds. Applications received during the exposure period will not be processed until after the expiry of the period. No preference will be given to applications received during that period.

No performance guarantee.

Purchasing shares in the Company should be regarded as speculative and shareholders should regard their shares as an entry in to racing horses for entertainment value rather than returns before accepting this Offer. Prospective shareholders should seek independent professional investment advice before accepting this Offer. Please consult your legal, financial or other professional adviser before making a decision to invest in shares. Horse racing is a speculative venture and no person involved in producing this Prospectus (including the Company and its directors and advisers) guarantees the performance of the Shares or any capital or income.

Offer availability.

The Offer constituted by this Prospectus is only available to persons receiving this Prospectus within Australia and does not constitute an offer in any jurisdiction which, or to any person whom, it will be

unlawful to make such an offer. An application for shares, pursuant to this offer, can only be made by completing and lodging the application form that accompanies this Prospectus.

Forward-looking statements

This Prospectus contains forward-looking statements. Forward-looking statements can be identified by the use of forward-looking terminology such as ‘may’, ‘will’, ‘expect’, ‘anticipate’, ‘estimate’, ‘would be’, ‘believe’, ‘continue’ or the negative or other variations of comparable terminology. These statements are based on the Directors’ assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, at the date of this Prospectus, are expected to take place. Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company. Such statements are subject to risk and uncertainties that could cause actual results to differ materially from those projected. Such statements (none of which is intended as a guarantee of performance) are subject to certain assumptions, risks and uncertainties, which could cause the actual future results, achievements or transaction to differ materially from those projected or anticipated. The Directors’ expectations, beliefs and projections are expressed in good faith and are believed to have a reasonable basis. No assurance is or can be given that the results, performance or achievements expressed or implied by the forward- looking statements contained in this Prospectus will actually occur. Accordingly, you should not place undue reliance on these forward-looking statements.

No cooling-off rights

Cooling-off rights do not apply to an investment in Shares issued under this Prospectus. This means that, in most circumstances, you cannot withdraw your application once it has been accepted.

Photographs

Photographs used in this Prospectus which do not have descriptions are for illustration purposes only and should not be interpreted to mean that any person shown endorses the Prospectus or its contents.

1. INVESTMENT OVERVIEW

1.1 Summary of Offer

Topic	Information	Reference
What is the Company?	Group One Thoroughbreds Ltd ('GOT') is a horse racing company and has purchased one thoroughbred racehorse with the intention of racing it. GOT is offering Shareholders the opportunity to receive any benefit of race winnings and potential future breeding revenue and proceeds (after paying expenses).	For more information see section 2.1
Why is the Offer being conducted?	The Offer is being conducted to: <ul style="list-style-type: none"> • Fund the engagement of the proposed trainers; • Pay the costs incurred by Group One Thoroughbreds and the Directors in respect of the issue of this Prospectus; and • Repay the Company's existing credit facility used to purchase the Horse. 	For more information see section 6.2
What are the key risks associated with the Company?	Risks associated with purchasing shares in the Company include the risk of the Horse being injured and unable to race, heavy reliance on directors and other key persons, changes in legislation, the speculative nature of horse racing and liquidity risk.	For more information see section 3
Who will be in control of the Company?	The Directors of the Company are Jeremy Azzopardi, Kirstian Azzopardi and Jeremiah Azzopardi.	For more information see section 5.1
Who will benefit from the Offer?	Group One Thoroughbreds will benefit from this Offer as it will be responsible for managing the racing career of the Horse for the Company and will receive a management fee for doing so. Jeremy Azzopardi, the sole director and shareholder of Group One Thoroughbreds, may benefit from this offer in the form of dividends distributed to him, and a salary paid to him by Group One Thoroughbreds in his capacity as sole shareholder of Group One Thoroughbreds.	For more information see sections 2.3.1, 5.2 and 6.3.1

1.2 Key terms and conditions of Offer

Topic	Information
What is the Offer period?	The offer opens on 30 th April 2024 and closes on 30 th May 2025
What is the type of Shares being offered?	Fully paid Russian Revolution x Anfitriona Shares in the Company.
How many Shares are being offered?	40 fully paid Russian Revolution x Anfitriona Shares.
Minimum subscription amount for each Shareholder	1 fully paid Russian Revolution x Anfitriona Share.
Minimum subscription amount for Offer to proceed	1 fully paid ordinary Share.
What is the consideration for each Share being offered?	The price of each Share under offer is \$1,350.00
Amount to be raised under the Offer	\$54,000
Are the Shares listed?	The Shares are not listed on any stock exchange.
Is the offer underwritten?	The Offer is not underwritten.



2. BUSINESS OVERVIEW

2.1 Nature of the business

GOT is a horse racing company and has purchased one thoroughbred racehorse (the “Horse”) with the intention of managing its racing career, training and racing it. The Horse is 100% owned by the Company.

It is intended that the Company will operate for the career of the Horse, with an expected start date of 31st January 2024, to be extended at the discretion of the Directors or until the Horse retires or has been sold.

The Company intends to generate returns for the Shareholders by effectively managing the Horse’s racing career. This involves engaging and maintaining quality licensed trainers, ensuring the Horse remains healthy, and entering the Horse into appropriate races. The Manager is responsible for managing the Horse’s racing career. Any prize-money won by the Horse will be used in the first instance to pay trainer and jockey expenses. The remainder of the prize- money will be distributed to the Shareholders in the form of dividends. See section 6.4 for more information about the distribution of prize-money.

If an offer is made by a third party to buy the Horse from the Company, the Directors will consider, with consultation from the Manager and the trainers, whether the offer is in the best interests of Shareholders. If the Company considers the offer is in the best interests of Shareholders, Shareholders have a right of first refusal and have the option to purchase the Horse at the offered price.

If in the opinion of the Directors, it is not in the interests of the Shareholders for the Horse to continue to race in a particular class to which the Horse is referable, the Horse will either be sold, or if it is considered to be of no significant commercial value, retired and placed in a good home.

At the end of the Horse’s racing career, the Directors will consider whether the Horse will be sold or transitioned to a breeding programme and will make a recommendation to the Shareholders. A Shareholders’ resolution will then be passed to elect whether to sell the Horse or transition to a breeding programme. In the latter case, the Company may continue for the breeding life of the Horse. If there is no transition to a breeding programme, then the Horse will be sold. If the Horse is a valuable broodmare, it will either be sold through a public auction or to a bloodstock agent. Once the Horse is sold, the Company will be wound up. The sale money will be distributed to creditors and Shareholders in accordance with the Corporations Act.

2.1.1 Thoroughbred industry overview

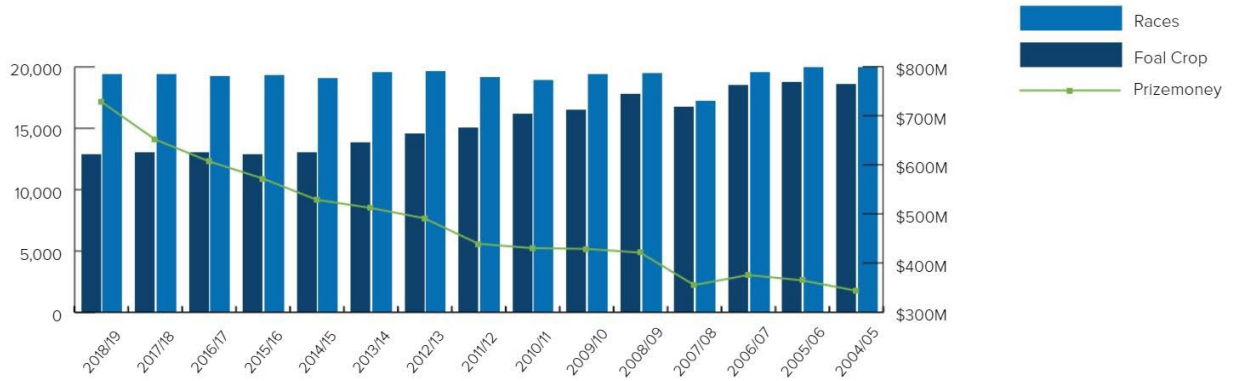
The Australian racing industry makes a significant contribution to the national gross domestic product, employment and government revenue. The economic activity generated by thoroughbred racing and breeding alone contributes more than \$10 billion to the national GDP and, when included in the agricultural sector, is the fourth largest industry in Australia.

The horse racing industry is a mature industry with over 3,000 registered trainers and 800 jockeys. There are approximately 35,000 horses in Australia participating in about 19,000 races per year with prizemoney totalling \$600 million.

The below graphs show the number of races relative to the total pool of prizemoney, and the increase in the prizemoney pool up until 2018.

INDUSTRY TRENDS

Races, Prizemoney and Foal Crops 2004/05 - 2018/19



Stakes and Standard Race Prizemoney 2004/05 - 2019/20

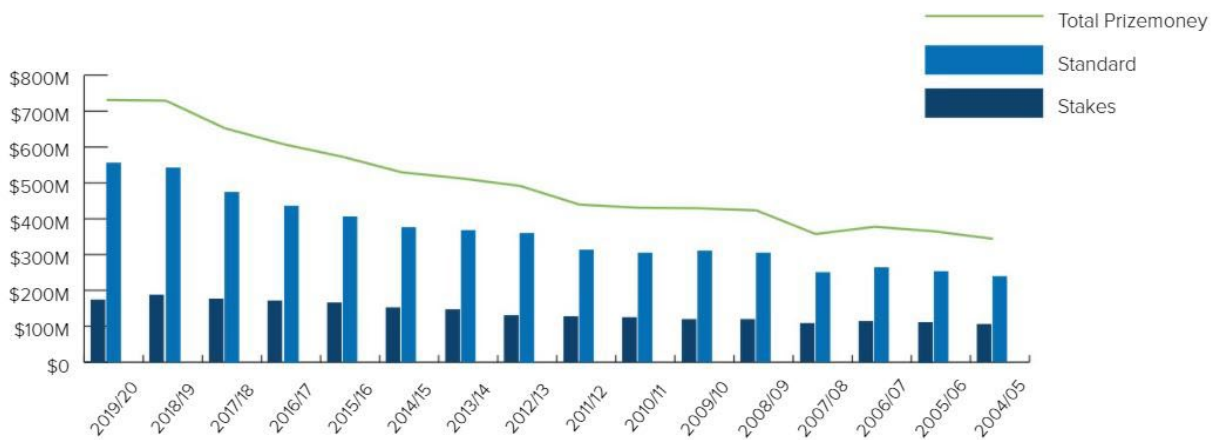


Table 3. Prizemoney and Incentive Payments in Australia 2002/03 - 2019/20

Season	Prizemoney (inc. Trophy)	% Change	Incentive Scheme Payouts	% Change
2019/20	\$730,769,073	0.27%	\$42,329,722	9.24%
2018/19	\$728,809,559	11.80%	\$38,750,650	2.45%
2017/18	\$651,866,124	7.38%	\$37,823,597	9.33%
2016/17	\$607,067,610	6.14%	\$34,595,000	6.18%
2015/16	\$571,973,523	8.16%	\$32,580,425	1.87%
2014/15	\$528,821,379	3.26%	\$31,982,800	0.87%
2013/14	\$512,113,328	4.30%	\$31,707,412	11.50%
2012/13	\$490,980,217	11.82%	\$28,436,286	5.72%
2011/12	\$439,074,032	2.06%	\$26,897,911	4.72%
2010/11	\$430,227,684	0.34%	\$25,685,849	-0.98%
2009/10	\$428,758,934	1.42%	\$25,939,058	21.18%
2008/09	\$422,773,412	18.43%	\$21,405,150	42.40%
2007/08	\$356,972,323	-5.37%	\$15,031,256	-1.25%
2006/07	\$377,213,883	2.01%	\$15,221,215	-4.69%
2005/06	\$369,797,468	6.06%	\$15,969,840	2.08%
2004/05	\$348,653,608	5.90%	\$15,644,845	-8.25%
2003/04	\$329,243,410	3.15%	\$17,052,455	20.39%
2002/03	\$319,199,781	3.39%	\$14,164,200	24.75%

Source: Racing Australia Fact Book 2016/17

The industry is highly regulated. Companies and syndicates operating horse racing businesses are primarily subject to the Australian Rules of Racing administered by Racing Australia Limited. Each Australian State and Territory has a Principal Racing Authority which supervise and licence industry participants. Companies are also subject to the *Corporations Act 2001*. Regulations, racing rules and licensing requirements change from time to time, and the changes could result in the Horse not being able to participate in certain races.

2.1.2 Competitors

Direct competitors to the Company's business include:

- Yarramalong Racing Club Ltd;
- Hancox Racing No 8 Ltd;
- Racing Club No 1 Ltd; and
- Racing Club No 2 Ltd

These competitors run similar business models of acquiring, managing, training and racing horses. Horse racing syndicates also operate in the horseracing industry and are competitors to the Company. Syndicates similarly manage, train and racehorses throughout Australia and their horses may race in the same races as the Company's Horse.



2.1.3 Racing colours

The Horse will race in Group One Thoroughbreds' registered silks. The description of the registered colours is Orange, Black Group One Thoroughbreds Logo, Logo On Cap as follows:

Main Set of Colours -

Jacket – Orange, Black Group One Thoroughbreds Logo

Sleeves – Orange sleeves

Cap – Orange Cap with Black Group One Thoroughbreds Logo



2.2 Business assets

2.2.1 Description of the Horse

Colour	Chestnut
Sex	Filly
Date of Foal	22 August 2022
Sire	Russian Revolution
Dam	Anfitriona
Brand	V ns sh – 61 over 2 off sh

2.2.2 The Horse selection process

The Company has purchased the Horse relying on the recommendation from Jeremy Azzopardi, Managing Director of Group One Thoroughbreds Pty Ltd and its bloodstock team. The main emphasis is to purchase horses that are correct and sound horses that are athletic. An invoice for the purchase of the Horse is attached to this Prospectus.

The Horse has had an independent veterinarian, Dr Chris Lawler, perform a clinical inspection. The veterinarian has provided a veterinary certificate (attached to this Prospectus) specifying that the Horse is suitable and fit for racing. The veterinarian certificate discloses that the veterinarian does not have any financial or other interest in the Company or the funds to be raised from the Prospectus.

2.2.3 Purchase of the Horse

Group One Thoroughbreds purchased the Horse from Inglis HBTA Yearling sale at Warwick Farm NSW using its credit facility. The Horse has been subsequently sold to the Company on credit terms offered by Group One Thoroughbreds (see section 2.6).

2.2.4 Current status of horse

The Horse is currently spelling at spelling at Cavallo Park Stud North Richmond NSW before she will head to the breakers to be educated.

2.2.5 Horse naming and registration

The Horse is unregistered. The Horse will be named by the Shareholders and registered once the Shares have been issued in full. The Horse will be registered within 45 days of the Shares being issued in full. Each shareholder will have the option to submit 1 name. Once the list of names submitted by the Shareholders is populated by the Manager, the Manager will forward all names to the shareholders to vote with the top 3 most popular names (in order of preference) and submit them to the Registrar of Racehorses for registration.

2.2.6 Pedigree details

The Horse's sire and dam are as follows:

SIRE – RUSSIAN REVOLUTION (By Snitzel) He was the leading first and second season sire. Russian Revolution has kicked off his career to stud in fantastic order siring a Group One winner in his first crop and multiple Group Winners.

He has sired runners in the Blue Diamond as well as a Randwick Guineas winner proving the versatility of his progeny. His 2024 service fee is \$66,000

DAM – ANFITRIONA (by Host) winner of 5 races and 7 placings, with 3 of those wins being at Metropolitan level. She has had 3 foals to race for 2 winners with non-winning foal to race placing 2nd in its last start and is not far off the winning circle. Gerald Ryan trained her when she broke her maiden before moving down to Melbourne.

She has consistently thrown nice types and has shown she is worth the chance to upgrade to a stallion of Russian Revolution's calibre.



Photo: RUSSIAN REVOLUTION – Stallion

A pedigree page for the above is attached to this Prospectus.



2.2.7 Mortality insurance

The Horse is insured with Silks Insurance for mortality, theft, life-threatening surgery and extension of cover from 28 April 2024 to 30 April 2025. The sum insured is \$54,000. A certificate of currency is attached to this Prospectus. Renewal of insurance is at the discretion of the Shareholders after the insurance lapses.

2.3 The Manager

The Manager of the Horse is Group One Thoroughbreds. The Manager is responsible for all aspects of the management of the racing career of the Horse, preparation of the Shareholders' annual accounts, the management of communications between the Shareholders and the stables, and the provision of all administrative services.

The Manager's responsibilities include:

- Regular communication with Shareholders by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer's comments.
- Arranging open days for Shareholders to inspect their racehorses and be addressed by the Trainer.
- Provision of general day to day administrative services, provision of pursuing overdue accounts via phone call, email or post.
- Providing Shareholders with Race and trial replay (where available, track work and other update reports such as nominations, weights, acceptances, pre-race summary, Race Day services, post-race summary review, representing the Company in relation to race day steward enquiries etc.)
- Arranging times and dates for Shareholders to inspect their horses at the stables or spelling properties.
- Assistance with Race Day ticketing where applicable.
- Maintain professional indemnity insurance.
- Naming and registration of the Horse.
- Transfers of ownership.

2.3.1 Manager's fees

The Manager is paid a flat fee of \$175.00 (incl. GST) monthly for every 2.5% share to cover all expenses (except extra ordinary costs in accordance with section 6.3.1). Each Shareholder is responsible for a portion of the flat fee in accordance with section 6.3.1.

In the event that a Horse is sold, the Manager is also entitled to a sale fee of 10% (plus GST) of the sale price.

2.4 Significant dependencies

The Company is dependent upon key services provided by the Manager (see section 2.3) and the trainers engaged to provide training services. More details are set out regarding the trainers below.

2.4.1 Proposed trainer/s

Ryan and Alexiou Racing is the proposed trainers for the Horse. A trainer's agreement between Gai Waterhouse and Adrian Bott Racing and the Company has been executed. A letter of consent to train the Horse from the proposed trainers is attached to this Prospectus.

The contact details are as follows:

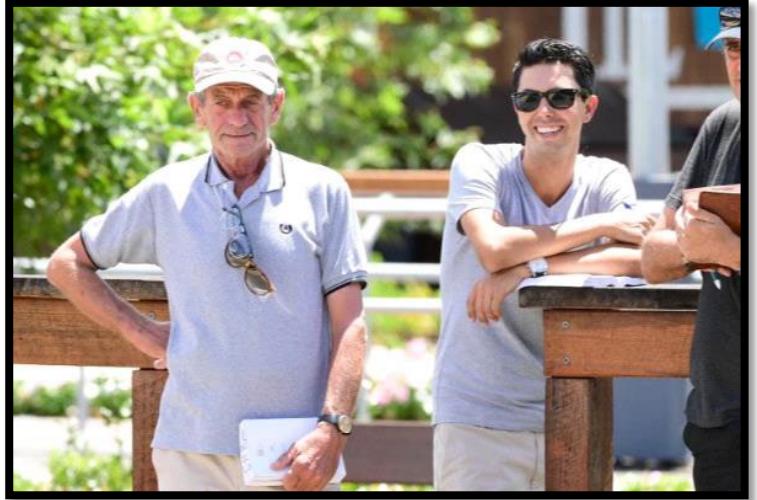
The contact details are as follows:

Address: The contact details are as follows:

Ryan and Alexiou Racing

Address: Unwin Street, Rosehill NSW 2142

Phone: 0419 394 419



Gerald Ryan was a former top jockey and has vast experience as a trainer preparing feature race winners

throughout the country including the Group 1 winners such as Clangalang, Snitzel, Hurricane Sky, Arctic Scent, Peggy Jean and Melito, just to name a few. His current success comes with the likes of Hot Snitzel, Flying Snitzel, Snitzerland, Rubick and Trapeze Artist.

Gerald has won some of the best Group 2 races on the racing calendar such as: Blue Diamond Stakes (twice), Caulfield Cup, AJC Derby, Epsom Handicap, Oakleigh Plate, TJ Smith, Queensland Oaks (twice), the C F Orr Stakes and more recently the TJ Smith Stakes.

Gerald Ryan has 60 state of the art stables on course at Rosehill Gardens. Rosehill Gardens has the state-of-the-art facilities to train, including two ten horse walkers, 50 metre swimming pool and 5 training tracks to choose from plus special access to the course proper once a week. One of Gerald's most recent successes is with Trapeze Artist winning the Group 1 TJ Smith Stakes.

2.5 Strategy and plans

The Company has been set up to purchase the Horse and manage its entire racing career. The Company is offering Shareholders the opportunity to receive any benefit of race winnings and potential future breeding revenue and proceeds (after expenses).

2.6 Finance arrangements

The Company purchased the Horse from Group One Thoroughbreds using a credit facility provided by Group One Thoroughbreds to enable the Company to pay the purchase price of the Horse and cover the running costs of the Horse until the Company has raised sufficient capital to cover these expenses. The terms of the credit facility are as follows:

- \$54,000 in borrowings available under the credit facility.
- Drawn down funds are not subject to interest.
- The credit facility is provided on an unsecured basis.
- The Company must apply future capital raised under the Offer to repay any amounts drawn down under the credit facility at which time the facility will be terminated.

2.7 Valuation

A valuation by a qualified bloodstock valuer does not accompany this Prospectus as the Horse was acquired by Group One Thoroughbreds at a public auction and there is no conflict of interest in relation to the purchase.



3. RISK FACTORS

3.1 Business risk factors

3.1.1 Horse racing risks

The following risks could impact the ability of the Horse to participate in races:

- Injury to the Horse in the course of its training or when participating in races;
- Sickness, disease or death of the Horse;
- The Horse could prove unsuitable for horse racing; and
- The cost of racing, including managing and training the Horse could increase leading to a reduction in any returns to Shareholders.

Horses can get sick, lame, suffer from disease, feeding disorders, pests or parasites and be unable to race or train for extended periods of time. As a result, the Company may incur significant unexpected expenses such as vet bills and rehabilitation costs. Injury or illness can affect any horse and can reduce or end a horses racing career or ability to produce as a Broodmare.

High class races have a much lower rate of injury than low class races. While this could be attributed to many factors, including the quality of the horse, economics, or medications, the trainer still must make the decision to run a horse or not to run a horse. Because leading trainers consistently get the best horses, injury rates by race class should correspond to injury rates by trainer.

Race Class	Career Ending Injury Rate	Career Ending Injuries	Starts
High	2.27%	553	243,854
Low	4.11%	2,566	624,265

Source: "Trends in Equine Mortality, 1998-2005"

https://www.aphis.usda.gov/animal_health/nahms/equine/downloads/equine05/Equine05_is_Mortality.pdf

If the Horse is unable to participate in a race, the amount of dividends payable is likely to be lower because there will be no prize money attributable to that race. If the Horse is no longer suitable for horse racing because it is permanently injured or suffers from sickness or disease, the Horse will likely be sold at a loss, and this will significantly impact the distributions Shareholders receive upon wind up of the Company.

3.1.2 Reliance on directors and key persons

The Company has no operating history and relies on the skills of the directors, trainers of the Horse and Group One Thoroughbreds to manage the racing career of the Horse. An investment in the Company is therefore heavily dependent on the directors and these other key persons.

The trainers of the Horse are engaged by the Company in accordance with the trainers' standard terms of trade. These standard terms allow the trainers to terminate for convenience on short notice. If this happens, the Horse may be left without a trainer until new trainers are engaged, and the terms of engagement may be on less favourable terms. However, it is likely that Group One Thoroughbreds can secure alternative successful and qualified trainers by using its existing networks and experience in the industry. There will also be delays in the Horse commencing its racing career, with a corresponding increase in expenses and no ability to win prize money for a period.

The Company's ability to effectively manage the Horse's racing career and perform the necessary administrative functions depends upon the performance and expertise of the directors and Group One Thoroughbreds. The loss of these key personnel, or any delay in their replacement, may adversely affect the Horse's performance or eligibility to participate in races, and this will have a negative impact on the amount of dividends to be distributed.



3.1.3 Downturn in horseracing industry

The state of the horseracing industry is largely correlated with the health of the domestic economy. If there is a downturn in economic activity, it is likely that the pool of prizemoney, the level of investment in the industry and the value of the Horse will decrease. This means that upon selling the Horse, the Company will receive less sale proceeds than if the state of the horseracing industry was healthier.

3.1.4 Changes in legislation and regulations

Changes in legislation and regulations such as the Australian Rules of Racing could affect the Horse's ability to participate in races, and therefore could affect the amount of Shareholder returns. In addition, the Company could be subject to additional legal or regulatory requirements if its business, operations or geographic reach expand in the future.

The Company is primarily subject to the Australian Rules of Racing administered by Racing Australia Limited. Each Australian State and Territory has a Principal Racing Authority which supervise and licence industry participants. The Company is also subject to the *Corporations Act 2001*. Legislation and racing rules change from time to time, and the changes could result in the Horse not being able to participate in certain races. This means the Horse will have less chance to win prize money, which will negatively impact on the amount of dividends available for distribution.

3.2 Investment risk factors

3.2.1 No guarantee of returns

Any person investing in shares in the Company should be aware that horse racing is a speculative venture with no guarantee of returns. A person subscribing to this offer should regard their shares as an entry in to racing horses for entertainment value rather than returns. There is also a risk to capital, for example, if the Horse proves unfit for racing, it may be sold off for a price less than its cost-plus ongoing expenses. The best pedigree and training also cannot guarantee a winning horse. The Horse could simply lack the desire or ability to perform at the necessary level.

3.2.2 Trading in Shares may not be liquid

As shares in the Company are not listed on any stock exchange, there is no liquid market for the shares.

Shareholders may sell their shares to a third party or an existing Shareholder. To facilitate this, the Company will maintain a register of the shares that any Shareholder wishes to make available for sale and will inform any prospective purchaser who expresses an interest. However, the Company is legally constrained from soliciting for purchasers on behalf of sellers or otherwise make a market for shares.



4. FINANCIAL INFORMATION

4.1 Financial affairs

Group One Thoroughbreds (AUST) LTD

ACN: 639 721 832

RUSSIAN REVOLUTION x ANFITRIONA SHARES

Balance Sheet

As at 30th April 2024

Assets		
Current assets:	2024	2023
Cash	-	-
Accounts Receivable	-	-
Inventory	-	-
Shareholder Funds	54,000	-
Petty Cash	-	-
Total current assets	54,000	-
Fixed (Long Term) Assets:	2024	2023
Long Term Investments	-	-
Property, Plant, and equipment	-	-
Less accumulated depreciation	-	-
Intangible assets	-	-
Total fixed assets	-	-
Other assets:	2024	2023
Deferred income tax	-	-
Other	-	-
Total other assets	-	-
Total assets	54,000	-
Liabilities and owner's equity		
Current liabilities:	2024	2023
Accounts payable	-	-
Short -term loans	-	-
Income taxes payable	-	-
Accrued salaries and wages	-	-
Unearned revenue	-	-
Current portion of long term debt	-	-
Total current liabilities	-	-
Long-term liabilities:	2024	2023
Long-term debt	-	-
Deferred income tax	-	-
Other	-	-
Total long-term liabilities	-	-
Owner's equity:	2024	2023
Paid Capital	54,000	-
Unpaid Capital	-	-
Retained earnings	-	-
Other	-	-
Total owner's equity	54,000	-
Total liabilities and owner's equity	54,000	-

A pro forma balance sheet accompanies this Prospectus.



5. BOARD AND MANAGEMENT

5.1 Board of Directors

The Company's Board comprises 3 Directors. A biography of each Director is contained in the table below.

Director	Biography
Jeremy Azzopardi	<p>Jeremy Azzopardi has been involved in the horse racing industry for over 18 years as an owner, breeder and director chairman of a major syndicator back in 2004. Owning racehorses is a passion for Jeremy. He has also purchased, managed and marketed multiple Group One winners and performers.</p> <p>Jeremy has a wealth of knowledge and experience both in the financial and thoroughbred industries. Jeremy was self-employed for over 15 years in finance, and currently holds a Certificate IV in business, a Certificate IV in finance and banking; a Certificate III in marketing; a MFAA Anti Money Laundering/Counter Terrorism Certificate and Attained a MFAA Accredited Mortgage Consultant Certificate.</p> <p>Jeremy's experience as a mortgage banker for 10 years, excelled him to venture and start his own private lending business. Jeremy's business was authorised by 3 leading trustee companies to manage their second-tier mortgage-backed securities and lend to wholesale and retail clients.</p> <p>Jeremy's private lending business grew rapidly where he employed over 9 fulltime staff and 13 consultants and had over \$200 million under management. In 2007, he decided to follow his passion full time and reluctantly sold his private lending business.</p>
Kirstian Azzopardi	<p>Kirstian Azzopardi has a wealth of experience in the financial aspect of business and currently has a Certificate IV in Accounting and Bookkeeping. For 7 years, Kirstian was the operations manager for Hot Source Enterprises and had key responsibilities in the company. She was responsible for all accounts payable and receivable, sales training, administrative duties for the director and marketing strategies for existing clients. Kirstian has been involved in the Racing industry for many years and has seen her contract for many major syndicators in Australia.</p>
Jeremiah Azzopardi	<p>Jeremiah is a seasoned marketing professional with a comprehensive understanding of various marketing strategies and techniques. He has earned a Certificate IV in Communication's and Marketing, which demonstrates his proficiency in these areas.</p> <p>Currently, Jeremiah is employed in the racing industry, where he is responsible for developing and implementing marketing campaigns, analysing market trends, and managing customer relationships. His expertise helps to drive brand awareness and retain customers within this highly competitive field.</p>

5.2 Interests of Directors

Jeremy Azzopardi is the sole director and shareholder of Group One Thoroughbreds, the Manager, who will receive benefits from the Company in relation to fees payable for administration, marketing and accounting services which will be provided by Group One Thoroughbreds. Jeremy Azzopardi may benefit from this arrangement through distributions of dividends to him as a shareholder of the Manager. He is also paid a salary for his role as director of the Manager. The constitution of the Company allows the directors of Group One Thoroughbreds to retain any profits made through this arrangement.



5.3 Corporate directory

Directors:	Mr. Jeremy Azzopardi Mrs. Kirstian Azzopardi Mr. Jeremiah Azzopardi
Registered Office:	68 Woodview Avenue LISAROW NSW 2250
Company Secretary:	68 Woodview Avenue LISAROW NSW 2250
Bankers:	ANZ 160 Mann Street Gosford NSW 2250
Auditor:	Prospect Accountants Mr. Tim Meehan PO Box 354 Balwyn North VIC 3104
Compliance Lawyers:	The Fold Legal Pty Ltd Ms. Jaime Lumsden GPO Box 1843 Sydney NSW 2001

6. DETAILS OF THE OFFER

6.1 Structure of the Offer

This Prospectus relates to an offer of 40 fully paid Russian Revolution x Anfitriona Shares. Each Shareholder must subscribe to a minimum of 1 fully paid Revolution x Anfitriona Share at \$1,350.00 per share. A person who subscribes to this offer and becomes a Shareholder is responsible for a proportion of the ongoing costs and upkeep of the Horse in accordance with section 6.3.1.

6.1.1 Minimum subscription

The minimum subscription for this offer to proceed is 1 share. No shares will be issued until the minimum subscription has been achieved.

6.1.2 Maximum subscription

The maximum subscription for this offer is 40 shares.

If the maximum subscription is not achieved, Shareholders have the option to:

- Have their purchase price of their subscription amount refunded in full within 30 days:or
- Retain their shares in the Company with a reduced minimum number of shares, in which case a supplementary prospectus will be sent to all Shareholders.



6.2 Proposed use of proceeds

The total gross proceeds under the offer is expected to be \$54,000. The proceeds of the offer will be applied as follows:

	Amount
<i>INCOME - Shareholder's Funds from the offer</i>	\$54,000.00
<i>Interest earned over 1 year (approximately)</i>	\$0.00
TOTAL	\$54,000.00
<i>EXPENDITURE (1 YEAR)</i>	
<i>Purchase of Horse</i>	\$31,275.00
<i>Spelling fees Cavallo Park Stud (42 days)</i>	\$2,100.00
<i>Breaking In and Education of horse</i>	\$5,500.00
<i>Transport Costs (from Sale, Speller and Breaker)</i>	\$660.00
<i>Silks Insurance - Mortality Insurance including Emergency Surgery</i>	\$2,460.00
<i>Veterinary Reports - Radiography, Clinical Examination and Written</i>	\$1,650.00
<i>Veterinary Costs (Drenching, Dental, Shoeing etc.)</i>	\$770.00
<i>Scoping fee</i>	\$275.00
<i>Inglis Race Series or Magic Millions Race Series</i>	\$2,475.00
<i>BOBS Bonus Scheme</i>	\$990.00
<i>Golden Slipper and Golden Rose initial nomination</i>	\$440.00
<i>Horse Registration, Transfer fees and Syndicate Registration Fee</i>	\$545.00
<i>Compulsory Professional Indemnity Insurance</i>	\$1,100.00
<i>License Fee, Financial Preparation, Audit and Legal Fees</i>	\$1,210.00
<i>ASIC Compliance Fee, ASIC Lodgement and signoff</i>	\$1,320.00
<i>Bloodstock Agent</i>	\$550.00
<i>Group One Thoroughbreds Margin</i>	\$680.00
TOTAL	\$54,000.00
<i>Surplus (based on full subscription)</i>	\$0.00

6.3 Terms and conditions of the offer

Topic	Summary	
What is the type of security being offered?	Fully paid Russian Revolution x Anfitriona Shares in the Company.	
What are the rights and liabilities attached to the security being offered?	<p>The following rights and entitlements are attached to the offered shares:</p> <ul style="list-style-type: none"> • Entitlement to dividends for profit generated by horse racing prize money; • Entitlement to potential future breeding revenue and proceeds; • The shares will rank equally on any return of capital by the Company. Upon the winding up of the Company, any surplus monies from the proceeds of all the Company's assets shall be distributed to Shareholders in accordance with the provision of the Corporations Act; • The Shares are full voting shares; • Subject to the Company's Constitution and the Corporations Act, Shares in the Company are freely transferable. <p>Shareholders are responsible for the payment of all costs associated with maintaining, training and racing the Horse. The estimated ongoing expenses are outlined in section 6.3.1.</p>	
What is the consideration for each security being offered?	The price of each share under offer is \$1,350.00.	
What is the offer period?	<p>The offer opens on 30th April 2024</p> <p>The offer closes on 30th May 2025</p>	
Is the offer for the issue of new securities or the sale of existing securities?	This offer is for the issue of new securities.	
When will Shareholders receive confirmation their application has been successful?	<p>Dispatch of share certificates upon successful subscription to the offer will occur by no later than 30th May 2025</p> <p>Unsuccessful applicants will also be notified at this time and monies paid will be refunded within 30 days of the close of this Prospectus.</p>	
Are the securities listed?	The shares in the Company are not listed on any stock exchange.	
Is the offer underwritten?	The offer is not underwritten.	
Are there any escrow arrangements?	There are no escrow arrangements.	
Where will funds raised be held?	All funds raised by this Prospectus shall be held in a designated Trust Account, namely Group One Thoroughbreds Ltd Account held with the ANZ Bank at Gosford NSW, until such time as the offer closes or the minimum number of shares has been taken up.	
What is the Company's capital structure?	Russian Revolution x Anfitriona shares on issue as at 30 th April 2024	40
	Maximum number of Russian Revolution x Anfitriona Shares to be issued under this Offer	40
	Total on Offer completion	40

Topic	Summary
Are there any significant taxation implications?	There may be taxation implications associated with owning and disposing of Shares. As these implications will depend upon a Shareholder's particular circumstances, all potential Shareholders are encouraged to obtain their own taxation advice in respect of acquiring, holding and selling Shares.

6.3.1 Estimated ongoing costs obligations

Each Shareholder is responsible for the following ongoing expenses.

Total ongoing expenses – the following horse expenses are indicative and payable monthly by each Shareholder. The Manager advises that a flat fee of \$175.00 (incl. GST) per month per share (the equivalent of 2.5% share) OR \$350.00 (incl. GST) per month per share (the equivalent of 5% share) is payable to the Manager to cover all horse expenses including:

- Training Fees
- Pre-training Fees
- Spelling Fees
- Transport
- Daily Track fees
- Daily Regumate treatment (Fillies and Mares)
- Daily Ulcer Shield
- Joint Supplement
- Chiropractor treatment
- Physiotherapy treatment
- Race Nomination fees
- Race Acceptance fees
- Race Scratching fees
- Barrier Trial Nomination fees
- Race and trial attendance – Strapper
- Track Jump outs
- Farrier – Race plates
- Dentistry
- Shavings and Box fees
- Electrolytes
- Vitamin B, Dexafort, Dexone, Dexapent, Meloxicam, Hippiron, Macrofol, Tripart

Note: that Group One Thoroughbreds Pty Ltd **DOES NOT** charge a management fee in any case, any administration fee paid to Group One Thoroughbreds forms part of the Monthly flat fee.

Nomination and acceptance fees all races are included, except for nominations for major races such as the Auction House Sponsored Inglis and Magic Millions race series and Black Type race such as Listed and Group races which is payable by the shareholders.

The trainer's daily training rate is \$176.00 (including GST) and is included in the total ongoing expenses. Note, the trainers' daily training rate may change subject to industry increases and this may result in changes to the flat fee.

Extra-Ordinary Expenses – Each shareholder is also responsible for paying extra ordinary expenses incurred by the company in proportion to their shares held. The flat fee only covers up to \$300.00 (including GST) of basic and major vet care per veterinary visit and/or consultation. The monthly flat fee expense does not include extra-ordinary costs such as insurance renewal, major race nominations or acceptance fees and interstate floating. These costs are payable by the Shareholders in proportion to their share/s held.



Account preparation fee – Group One Thoroughbreds Pty Ltd **DOES NOT** charge for the preparation of the partnership's annual accounts in respect to the relevant financial year

6.4 Dividend policy / prize money and sales proceeds distribution

All prize-money won by the Horse will be deposited into the managed account of the Horse and distributed as into the Shareholder's account by Group One Thoroughbreds.

In accordance with the Rules of Racing in Australia, prizemoney is distributed to the Shareholders after remunerations are distributed to the trainer, jockey, welfare program and jockey insurance. The percentages are automatically determined by each state and may vary from State to State.

6.4.1 Distribution from sale of Horse

In the event that the Horse is sold, the Company will be wound up and distributions to Shareholders will be made in accordance with the Corporations Act.

7. GLOSSARY

ASIC means the Australian Securities and Investments Commission.

GOT or Company means Group One Thoroughbreds (Aust) Ltd (ABN 52 639 721 832)

Group One Thoroughbreds or Manager means Group One Thoroughbreds Pty Ltd (ABN 35 628 388 241).

Board means the board of directors of the Company.

Director means a director of the Company.

Prospectus means this document, being a prospectus for the purpose of Chapter 6D of the Corporations Act and any supplementary or replacement prospectus.

Share means a fully paid Russian Revolution x Anfitriona share in the capital of the Company.

Shareholder means a registered holder of a Share.



8. EXECUTION OF PROSPECTUS

This Prospectus has been duly executed by or on behalf of each of the Directors whose name appears below on the date of this Prospectus. The Directors accept no responsibility for the information contained within this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is accurate and does not omit anything likely to affect the import of such information. Each Director of the Company consents to the lodgement of this Prospectus with ASIC.

A handwritten signature in black ink, appearing to be "J. Azzopardi", written over a dotted line.

Jeremy Azzopardi
Director and Secretary

A handwritten signature in black ink, appearing to be "K. Azzopardi", written over a dotted line.

Kirstian Azzopardi
Director

A handwritten signature in black ink, appearing to be "J. Azzopardi", written over a dotted line.

Jeremiah
Azzopardi
Director



9. HOW TO APPLY FOR SHARES

Applications to acquire 1 Share in the Prospectus will only be accepted on the application form attached to this Prospectus. The application form must be fully completed.

Application forms must be accompanied by payment in Australian dollars for an amount equal to the application monies. Payment can be made via cheque, direct deposit or credit card. Cheques must be made payable to "Group One Thoroughbreds (Aust) Ltd" and crossed "Not Negotiable".

Alternatively, you may make payment of application monies via direct transfer to the following account:

ANZ BANK
Group One Thoroughbreds (Aust) Ltd
BSB: 012 633
Account Number: 425473268

Reference: please ensure that you reference the payment in the same name as your share application form.

Applications must be for a minimum of 1 Share offered under this Prospectus. Applications may be made for additional Shares in the Prospectus in multiples of one.

The completed Application Form, together with application monies or remittance advice, must be returned to the Director by email to jeremy@grouponethoroughbreds.com.au, fax to 02 4311 3777 or delivery to the following address:

Jeremy Azzopardi
Group One Thoroughbreds (Aust) Ltd
Po Box 9570
Wyoming NSW 2250

Applicants should read this Prospectus in its entirety, before deciding to complete and lodge an Application Form.

An application constitutes an offer by the applicant to acquire 1 Share in the Company on the terms and subject to the conditions set out in this Prospectus. The Director reserves the right to reject any application, including but not limited to applications that have been incorrectly completed, or are accompanied by cheques that are dishonoured or have not cleared.



10. APPLICATION FORM

Russian Revolution x Anfitriona

Complete in block letters and return the application form. You are advised to keep a copy for your records.

Surname: Dr/Mr/Ms/Mrs/Miss
(One name ONLY to be entered)

Given Names.....

Address.....

Suburb.....State..... Postcode.....

Birth Date:.....Occupation.....

Telephone BusinessHome

Mobile.....Fax.....

Email

These Shares will/will not be held in a Syndicate name.

Syndicate Name (if applicable)

Horse Name Suggestion:

I hereby agree to become a Shareholder in the Company on the basis that I will have..... Share (s).

Account details of where dividends are to be deposited:

Account Name:

BSB:

Account Number:

Payment Method:

Cheque Direct Deposit Credit Card (please fill out details below)

Credit Card Details

Visa MasterCard Amex Diners

Card Number

Expiry

CVV Number:

Signature:



Declaration

By signing this application form, I agree and declare that:

1. I have read, understood and agree to be bound by the Prospectus.
2. I am not under any disqualification or other disability under the Rules of Racing.
3. I am over the age of eighteen years.
4. I am not an undischarged bankrupt.
5. I acknowledge that I have had the opportunity to obtain independent legal and financial advice relative to my acquisition of shares in the Prospectus.

..... Name of Shareholder

..... Signature of Shareholder

..... Date

CHESTNUT FILLY

Foaled 22nd August 2022)

(SIRE)	Snitzel.....	Redoute's Choice.....	Danehill
RUSSIAN REVOLUTION	Ballet d'Amour	Snippets' Lass.....	Snippets
(DAM)	Host.....	Stravinsky	Nureyev
ANFITRIONA	Rambling River.....	Exigent.....	Miswaki
2010		Hussonet.....	Mr. Prospector
		Colonna Traiana	Roy.....
		Rubiton	Century
		River Crossing	Bellotto.....

RUSSIAN REVOLUTION (AUS) (Bay 2013-Stud 2018). 7 wins-2 at 2, ATC Galaxy H., Gr.1. Leading First Season Sire in Aust. in 2021-22. Sire of 251 rnrs, 141 wnrs, 11 SW, inc. Communist (ATC Randwick Guineas, Gr.1), Revolutionary Miss, Libertad, Red Resistance, Russian Alliance, Rise of the Masses, Russian to the Bar, The Instructor, Brudenell, Insurrection, Russian Roni, SP Ballroom Bella, Perfect Proposal, Physical Graffiti, Dubenenko, etc.

1st Dam

ANFITRIONA, by Host (CHI). 5 wins from 1100m to 1800m, A\$255,850, MRC VOBIS Gold Heath P., Cove Hotel H., MVRC Moloney Group H., 2d ATC Drummond Golf H., Pakenham RC Dad & Dave's Turf H., 3d VRC Trevor Dray & William Nield H., ATC Australian Turf Club H., Wangaratta TC Crownbet Vobis Gold Eldorado. This is her fourth live foal. Dam of three foals to race, **two winners**-
Raging River (f. by Headwater). **Winner** at 1200m.
Shorebreak (g. by Headwater). **Winner** at 1300m.
Covert Witness (f. by Star Witness). Placed in 2023-24.

2nd Dam

RAMBLING RIVER, by Rubiton. Winner at 1100m, 2d MRC Tango Miss H., 3d VRC Derrimut H. Dam of 9 foals, all raced, **6 winners**, inc:-
Anfitriona. **5 wins**. See above.
Idle Dreams. **Winner** at 1400m, MRC Doriemus P., 3d MRC Cable Beach Club Resort & Spa P. Producer.
Confluence. **3 wins** to 1400m, A\$201,110, 2d MRC VOBIS Gold Ingot, VRC Raymond Ali H., Thomas Dandis H., MRC Three Race Day Membership H.
River Blues. **Winner** at 850m. Producer.
Cross Question. **Winner** at 1100m. Producer.
Turfie. **Winner** at 2000m.
Beau Riva. Placed at 3.
Miss Obscenity. Placed at 3 in 2023-24.

3rd Dam

River Crossing, by Bellotto (USA). 2 wins at 1000m, 1100m, A\$124,550, VRC Eat Well-Live Well H., VATC Ascot H., 2d VRC Kensington S., L, Flemington Movies H., VATC Coles Serving Better H., VRC Red Tempo H., VATC Tristanagh H., 3d VRC Sidney Myer Centenary Sprint H., Global Rewards H. Dam of 7 foals, all raced, **5 winners**, inc:-
KULGRINDA (Exceed and Excel). **9 wins** to 1100m, A\$553,684, SAJC RN Irwin S., **Gr.3**, MRC Carlyon S., L, SAJC Lightning S., L, Manihi Classic, L, MVRC City Jeep H., Essendon Mazda 55 Second Challenge Heat H.-3 times, 2d SAJC DC McKay S., **Gr.3**, MRC WJ Adams H., L, SAJC Redelva S., L. Producer.
RIVER DELTA (Al Maher). **4 wins** at 1200m, 1400m, A\$248,210, Geelong RC Black Pearl Classic, L, VRC Prudential P., MRC Geoff Murphy H., 3d MRC Sportscover Insures VAFA P. Producer.
Double Crossing. **3 wins** to 1400m, A\$99,331, MRC Blazing Saddles H., Marie Louise H., 3d VRC Living Legends H., MVRC Eskander's Betstar 2YO H. Producer.
Rambling River. **Winner**. See above.
Cantilever. **Winner** at 1300m.
River Pearl. Unplaced. Dam of-
RIVER NIGHT (Night of Thunder (Ire)). **Winner** at 2, A\$356,000, MRC Redoute's Choice S., L, 2d MRC Quezette S., **Gr.3**, VRC Very Special Kids P., L, MRC Showdown 2YO P., 3d MRC Merson Cooper S., L.

4th Dam

RIDE THE RAPIDS, by River Rough (NZ). 4 wins-1 at 2-to 1400m, A\$98,175, AJC James HB Carr S., L, VATC Sapphire H., VRC Sovereign H., 2d VATC Nearest H., 3d MVRC Laurent Perrier S., Gr.2. Dam of 13 named foals, all raced, 10 winners, inc:-
RIVER DOVE (Hurricane Sky). **8 wins** at 1000m, 1100m, A\$513,950, MRC Oakleigh P., **Gr.1**, VRC Pura Light Start Sprint H., Value Bet Sprint H., MRC Grace Darling H., Avon H., MVRC Swift Signs Flying H., VRC Bunnings Warehouse H., 2d VRC Kensington S., L, Sky Channel H., Isca H., 3d MRC National Telecoms Group Vase, Jack Elliot H., MVRC Moonee Ponds Shopping Centre Trophy H. Dam of-
HEADWATER (Exceed and Excel). **3 wins-2 at 2-at 1000m, 1100m, A\$460,800, ATC Silver Slipper S., Gr.2, VRC Kensington S., L, MRC Cactus Imaging 2YO P., 3d ATC Todman S., Gr.2, 4th MVRC AJ Moir S., Gr.1. Sire.**
River Crossing (Bellotto (USA)). **2 wins**. See above.
Boca Run - Expediter (Sing.). **3 wins** at 1150m, 1200m in Aust., Malaysia and Singapore, Perak TC Class 1 H.
River Express. **2 wins-1 at 2-at 1600m, VRC Cleanevent 2YO H. Dam of-**
CROSS CURRENT (Keltrice). **3 wins-1 at 2-to 1400m, A\$293,000, VRC PFD Food Services S., L, 2d MRC HDF McNeil S., Gr.3.**
Riptide. **Winner** at 2, A\$93,975, VRC Bruce Gadsden 2YO H. Dam of-
CROWN PROSECUTOR (Medaglia d'Oro (USA)). Second Leading NZ 3YO Male on 2018-19 International Ratings. **2 wins** at 1600m, 2400m, NZ\$668,125, A\$6,000, New Zealand Derby, **Gr.1**, Levin RC Wellington S., **Gr.3**, 3d Hawkes Bay Livamol Classic, **Gr.1**, Waikato RC House of Travel S.
River Tribe. **Winner** at 1400m, 3d SAJC Perks Property H. Dam of-
WILLOW CREEK (Tale of the Cat (USA)). **2 wins** at 2, A\$250,475, STC Magic Night S., **Gr.2**, 2d VRC Sires' Produce S., **Gr.2**, 3d VRC Talindert S., L, SAJC Adelaide Guineas, L, 4th MRC Blue Diamond S., **Gr.1**.

Speedboat. Placed at 3. Dam of-
CAPTIVANT (Capitalist). **2 wins** at 2, A\$1,197,950, ATC Champagne S., **Gr.1**, Victory Vein P., 2d MRC Caulfield Guineas, **Gr.1**, 3d ATC Sires' Produce S., **Gr.1**, Skyline S., **Gr.2**, VRC CS Hayes S., **Gr.3**, ATC San Domenico S., **Gr.3**.
River Fairy. **2 wins**-1 at 2-at 1000m, A\$116,400, MRC Caulfield Classic Style Award H., VRC Wyndhamvale 2YO H. Producer.
Upstream. **2 wins** at 1200m, MRC Perfect Bliss H., 3d MRC Sandown Park (UK) H.
Orinoco. **2 wins** at 1000m, 1100m, 3d MVRC Specto Security P.
Doolam River. **2 wins** at 1200m, 1300m.
Rivers Secret. **Winner** at 1000m. Dam of-
Lanikai. **3 wins** at 1100m, A\$76,650, ATC Pro-Ride H., BRC United Voice Qld H. Dam of-
KALINO (Pierro). **7 wins**-1 at 2-from 1100m to 1600m, A\$654,900, to 2023-24, VRC Sofitel H., **L**, ATC Rosehill Bowling Club H.
River Serenade. **Winner** at 1000m. Dam of-
FIRST COMMAND (Commands). **12 wins** to 1200m, NZ\$175,000, A\$836,601, MRC Caulfield Sprint H., **Gr.2**, VRC Kensington S., **L**-twice, MRC LT Cleary S., **L**, 2d WRC Telegraph H., **Gr.1**, VRC Gilgai S., **Gr.2**, MRC Rubiton S., **Gr.3**, SAJC RN Irwin S., **Gr.3**, 3d MRC Rubiton S., **Gr.2**.
ONEWORLD (Danehill Dancer (Ire)). **8 wins**-1 at 2-at 1200m, 1400m, HK\$13,129,350, 736,000Dhs, HKJC Jockey Club Sprint, **Gr.2**, 2d Hong Kong Sprint, **Gr.1**, HKJC Premier Cup, **L**, Sha Tin Sprint Trophy, **L**, Premier Bowl, **L**, 3d Meydan Dubai Golden Shaheen S., **Gr.1**, HKJC Centenary Sprint Cup, **L**, Sprint Cup, **L**. Sire.
Serenada. **4 wins** to 1400m, SAJC Clean SA H., Sportingbet H. Dam of-
MCLAREN (Exceed and Excel). **Winner** at 2, A\$122,575, ATC Canonbury S., **Gr.3**, 3d Canberra RC Black Opal S., **Gr.3**, 4th ATC Silver Slipper S., **Gr.2**.
Riviere. **3 wins** at 1200m, A\$75,808, MRC Sportingbet H., MRC (Mornington) Gripple Hang-Fast H. Dam of-
ESSONNE (Reliable Man (GB)). **6 wins** to 1400m, A\$363,400, to 2022-23, GCTC Silk Stocking H., **L**, 2d BRC Just Now H., **L**.
Cascading. Placed at 3.

5th Dam

KILMARIE, by *Bletchingly*. **2 wins** at 1200m, VRC Gallantic H., **L**, VATC Herald & Weekly Times H., 2d VATC Waratah H., 3d VRC Herbs & Spices H., Kellow Falkiner S. Dam of 8 named foals, 7 to race, **6 winners**, inc:-
CATCHFIRE (Century). **2 wins** at 2, A\$130,000, VRC Maribyrnong P., **Gr.2**, VATC Debutante S., **Gr.3**. Dam of-
Lady of Snows. **5 wins** to 1200m, A\$81,788, AJC Georges Hall H., Dorothea Mackellar H. Dam of-
Quick's the Word. **3 wins** at 1000m, 1100m, A\$91,725, ATC Tab.com.au H. Dam of-
DRAGONSTONE (Mikki Isle (JPN)). **5 wins**-1 at 2-at 1000m, 1100m, A\$762,812, to 2023-24, ATC Starlight S., **L**, 2d ATC Missile S., **Gr.2**.
I LOVE SYDNEY (Century). **4 wins** at 1100m, 1200m, A\$106,150, 6,000Dhs, VRC Victoria Racing Club S., **Gr.3**, RSL H., Racing Pacing & Chasing H., AJC Exchange H., 3d VRC Rupert Steele S., **Gr.3**, Desperate & Dateless H.
RIDE THE RAPIDS (River Rough (NZ)). **4 wins**. See above.
Catchadane (Danewin). **5 wins** to 1350m, A\$114,940, STC Jonesy & Amanda in the Morning H., Herbal World H., 3d AJC Hall Mark S., **L**.
Cailin Deas. **3 wins**-1 at 2-from 1200m to 1600m, STC Enfield 2YO H. Producer.
Tonga - September Silence (Mal.). **3 wins** to 1400m in Malaysia and Singapore.
Danemarie. Placed at 2 & 3, 2d AJC Liverpool Catholic Club H. Producer.

6th Dam

SHEEAUN (IRE), by *Continuation*. **Winner** at 9f, 2d Phoenix Park Yougal S. Dam of 11 foals, 6 to race, **all winners**, inc:-
LAURIAT (Lunchtime (GB)). **6 wins** from 1350m to 2000m, AJC Frank Packer P., Gr.2, Silver Sharpe S., Gr.3, Vaucluse Welter H., Avis Grand Fils H., STC Year of the Child H., 2d STC Phar Lap S., Gr.2, AJC Dulcify S., 4th VATC Caulfield Guineas, Gr.1, VRC Batman H., L, Carbine Club S., L. Sire.
KILMARIE (Bletchingly). **2 wins**. See above.
Zone Rullah (Zoning (NZ)). **2 wins** at 1200m, 2d BATC QBBS Sales H., Sunday Magazine H., 3d STC Darby Munro H., **L**.
Shamrock Slipper. **5 wins** to 1200m, AJC Veiled Threat H. Producer.
Sheany Boy. **9 wins** to 1200m.
Ryla. **2 wins** at 1000m, 1200m. Producer.
Tipped to Top. Unraced. Dam of-
WINNING HAND (Full on Aces). **13 wins** to 1200m, A\$245,170, AJC Show County H., **L**, Hall Mark S., **L**.
Flutes. **2 wins** at 1200m, 1350m, BATC Bounding Away H. Dam of-
Roaster. Unplaced. Dam of-
ALREADY FAMOUS (Viscount). **9 wins** from 1400m to 2200m, A\$461,220, Kalgoorlie Boulder RC Boulder Cup, **L**, 2d Kalgoorlie Boulder RC Boulder Cup, **L**.

<<BAD TAG-



30 April, 2024

Group One Thoroughbreds - Jeremy Azzopardi

Po Box 9570 WYOMING NSW 2250

Dear Mr J. Azzopardi

RE: Training 2022 Russian Revolution x Anfitriona filly

We, Gerald Ryan and Sterling Alexiou of Ryan & Alexiou Racing hereby agree to train the 2022 Russian Revolution out of Anfitriona filly from our stables at Rosehill for the syndicate being formed by Group One Thoroughbreds in accordance with our standard terms of trade.

The yearling is by Russian Revolution who was the leading first and second season sire. Russian Revolution has kicked off his career to stud in fantastic order siring a Group One winner in his first crop and multiple Group Winners. His 2024 service fee is \$66,000.

The dam Anfitriona was a handy horse that I trained. She was a winner of 5 races and 7 placings, with 3 of those wins being at Metropolitan level. She has had 3 foals to race for 2 winners with non-winning foal to race placing 2nd in its last start and is not far off the winning circle.

She is put together very well and a very good moving filly. We are excited to train this filly. This filly is also eligible for BOBS Bonus Scheme and Inglis race series. Group One Thoroughbreds, in our opinion was bought extremely well. We like this filly and recommend her to any prospective buyer considering becoming an owner.

I look forward to having great success with her and this syndicate.

Regards,

Gerald Ryan

A handwritten signature in black ink that reads 'Gerald Ryan'.

Sterling Alexiou

A handwritten signature in black ink that reads 'Sterling Alexiou'.

Dr Chris Lawler BVSc & Associates

Veterinarians in Equine Practice

“Braeside”

23 Bridges Road

GERRINGONG NSW 2534

Email: drclawler1@gmail.com

Phone: 0419 341313

28th April, 2024

VETERINARY CERTIFICATE

Horse: Russian Revolution x Anfitriona '22

Signalment: Chestnut yearling filly

Brands: Left shoulder = V
Right shoulder = 61 over 2

Microchip: 985100012216832

Examined at: Vinery Stud, Barn G, Inglis Riverside Complex, NSW

At the request of *Mr Jeremy Azzopardi* as agent for Group One Thoroughbreds, a veterinary examination of the above horse was undertaken at the Inglis Riverside Sales Complex, Warwick Farm, New South Wales on the 28th April, 2024. The purpose of the examination was to provide a Veterinary Certificate for inclusion in the Product Disclosure Statement (PDS) for syndication by Group One Thoroughbreds.


Clinical Examination

The clinical examination included heart, ophthalmic eye examination, teeth examination, limb flexion and joint palpation which were normal. The examination also included a review of the radiographs for the above horse provided in the repository. The horse was examined at rest and at the walk. There was no evidence of previous abdominal surgery, infection or disease, lameness, laminitis or ataxia.

In my opinion, at this time, the Russian Revolution x Anfitriona '22 presented as suitable for purchase as a racehorse as can be determined from the examination performed as described. Russian Revolution x Anfitriona '22 is suitable for public syndication and mortality insurance.

I confirm that I do not have any current or intended future financial or other interest in the above-mentioned horse, the proposed syndication or Group One Thoroughbreds and this letter may be relied upon by prospective investors who invest in the horse.

Yours sincerely,



Dr Chris Lawler BVSc

This certificate has been prepared for inclusion in the disclosure statement issued by the Syndicate and at the time of examination can be relied upon as a true document. The issuing veterinarian has no financial or other interest in the Syndicate or monies raised by the Syndicate. The examination was performed using EVA guidelines.



CERTIFICATE OF CURRENCY

From: Pippa J Wright

We hereby confirm that we have arranged the insurance cover mentioned below:

Group One Thoroughbreds Pty Ltd
PO Box 9570
WYOMING NSW 2250

Date: 29/04/2024
Our Reference: GROUPONE
NEW POLICY

Page 1 of 4

Class of Policy: Bloodstock
Insurer: DUAL Galileo On Behalf Swiss Re International SE
30 St Mary Axe, London UK EC3A 8EP
ABN:
The Insured: Group One Thoroughbreds Pty Ltd

Policy No: SRI01369-2024P
Invoice No: 432541
Period of Cover:
From 28/04/2024
to 30/04/2025 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Bloodstock
The Insured: Group One Thoroughbreds Pty Ltd

Policy No: SRI01369-2024P
Invoice No: 432541
Our Ref: GROUPONE

Bloodstock Insurance Coverage Summary and Schedule of Insurance

Insured Name: Group One Thoroughbreds Pty Ltd and Others For Their Respective Rights and Interests

Type Of Cover: All Risks of Mortality being death as a result of an accident, sickness or disease including euthanasia as a hopeless prognosis. Full details as per policy wording supplied.

Schedule of Insured Horses

Name	DOB	Sex	Use	Sire	Dam	Sum Insured	Interest
Lot 15 Inglis HTBA	2022	Filly	Yearling	Russian Revolution	Anfitriona	\$54,000	100%

Total Limit of Underwriters Liability: \$54,000

Clauses attaching to this policy:

Equine All Risks Of Mortality Form L.E. (Australia) LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920
Part Ownership Clause
Wobbler Clause NMA2878
Avian Influenza Exclusion Clause LMA5049
Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 (10/11/03)
Institute Cyber Attack Extension Clause CL380(10/11/03)
Sanction Limitation and Exclusion Clause LMA 3100
Hendra Virus Endorsement LMA5214
Coronavirus Endorsement LMA 5391

Extensions Available (as either charged for or as agreed by Underwriters)

INCLUDED Guaranteed Renewal Clause
INCLUDED Life Saving Surgery Extension up to \$15,000

In the event of a claim under the Life Saving Surgery Extension, the limit of cover stated in the schedule above is based on 100% interest and adjusted for your share. This extension is also subject to a \$500 policy excess (per 100% interest and therefore also adjusted for your share interest).

Please note premium for the Life Saving Surgery Extension is earned in full by Underwriters. If your policy is cancelled, there is no return of premium for this policy extension.

Geographical Limits: Whilst anywhere in Australia / New Zealand including transit within & between said countries.

IMPORTANT INFORMATION REGARDING HEALTH OF YOUR HORSE:

Mr Jeremy Azzopardi
Group One Thoroughbreds Pty Ltd
PO Box 9570
WYOMING NSW 2250

2024 HTBA YEARLING SALE
SUNDAY, 28 APRIL 2024

TAX INVOICE
Date: 28-Apr-2024
Account: AZZOJ
Invoice number: 30178292

Lot	Description	Sire/Dam	Sale Price	GST	Total
145	Ch. Filly	Russian Revolution (AUS)/Anfitri ona (AUS)			
	Purchase of Lot 145 at 2024 HTBA Yearling Sale		30,000.00	1,275.00	31,275.00
	Race Series Nomination Fee		2,250.00	225.00	2,475.00
	Scope Fee		250.00	25.00	275.00
SUBTOTAL			\$32,500.00	\$1,525.00	\$34,025.00
TOTAL AMOUNT DUE					\$34,025.00

TERMS ARE 60 DAYS FROM DATE OF PURCHASE - please pay by June 27, 2024

PAYMENT OPTIONS

EFT directly into our ANZ account:
William Inglis & Son Ltd - Bloodstock Sales
BSB: 012-003
Account: 8379-29209
SWIFT Code: ANZ BAU 3M
Please email your remittance to
accounts@inglis.com.au

Cheque:
Please attach this slip to your cheque and send to:
William Inglis & Son Limited
PO Box 388 Moorebank NSW 1875

Credit card / Debit Card:
We accept VISA, Mastercard, Amex and Diners.

pay.thoroughbredpayments.com.au/inglis



EARN QANTAS POINTS*

*Subject to Thoroughbred Payments and Qantas Business Rewards terms

Inglis
Est 1867

Account	AZZOJ
Reference	30178292
Amount Due	\$ 34,025.00



TAX INVOICE

Group One AUST LTD

Invoice Date
30 Apr 2024

Invoice Number
INV-0523

Reference
RUSSIAN REVOLUTION X
ANFITRIONA

ABN
35 628 388 241

Group One Thoroughbreds
Pty Ltd

PO BOX 9570
WYOMING NSW 2250

T : 1800 998 652
F : 02 4311 3777

Description	Quantity	Unit Price	GST	Amount AUD
Purchase of Horse	1.00	28,431.8182	10%	28,431.82
Spelling fees Cavallo Park Stud (42 days)	1.00	1,909.0909	10%	1,909.09
Breaking In and Education of horse	1.00	5,000.00	10%	5,000.00
Transport Costs (from Sale, Speller and Breaker)	1.00	600.00	10%	600.00
Silks Insurance - Mortality Insurance including Emergency Surgery	1.00	2,236.3636	10%	2,236.36
Veterinary Reports - Radiography, Clinical Examination and Written	1.00	1,500.00	10%	1,500.00
Veterinary Costs (Drenching, Dental, Shoeing etc.)	1.00	700.00	10%	700.00
Scoping Fee	1.00	250.00	10%	250.00
Inglis Race Series	1.00	2,250.00	10%	2,250.00
BOBS Bonus Scheme	1.00	900.00	10%	900.00
Golden Slipper and Golden Rose initial nomination	1.00	400.00	10%	400.00
Horse Registration, Transfer fees and Syndicate Registration Fee	1.00	495.4545	10%	495.45
Compulsory Professional Indemnity Insurance	1.00	1,000.00	10%	1,000.00
License Fee, Financial Preparation, Audit and Legal Fees	1.00	1,100.00	10%	1,100.00
ASIC Compliance Fee, ASIC Lodgement and signoff	1.00	1,200.00	10%	1,200.00
Bloodstock Agent	1.00	500.00	10%	500.00
Group One Thoroughbreds Margin	1.00	618.1818	10%	618.18
			Subtotal	49,090.90
			TOTAL GST 10%	4,909.10
			TOTAL AUD	54,000.00

Group One Thoroughbreds (AUST) LTD

RUSSIAN REVOLUTION x ANFITRIONA SHARES

ACN: 639 721 832

Pro Forma Balance Sheet

As at 30th April 2024

Assets		
e Current assets:	2024	2023
Cash	-	-
Accounts Receivable	-	-
Inventory	54,000	-
Prepaid Expenses	-	-
Short Term Investments	-	-
Total current assets	54,000	-
e Fixed (Long Term) Assets:	2024	2023
Long Term Investments	-	-
Property, Plant, and equipment	-	-
Less accumulated depreciation	-	-
Intangible assets	-	-
Total fixed assets	-	-
e Other assets:	2024	2023
Deferred income tax	-	-
Other	-	-
Total other assets	-	-
Total assets	54,000	-
Liabilities and owner's equity		
e Current liabilities	2024	2023
Accounts payable	-	-
Short -term loans	-	-
Income taxes payable	-	-
Accrued salaries and wages	-	-
Unearned revenue	-	-
Current portion of long term debt	-	-
Total current liabilities	-	-
e Long-term liabilities:	2024	2023
Long-term debt	-	-
Deferred income tax	-	-
Other	-	-
Total long-term liabilities	-	-
e Owner's equity:	2024	2023
Paid Capital	54,000	-
Unpaid Capital	-	-
Retained earnings	-	-
Other	-	-
Total owner's equity	54,000	-
Total liabilities and owner's equity	54,000	-

Partnership Agreement 2022 Chestnut filly by Russian Revolution out of Anfitriona

A. The Horse Ownership

The Horse will be registered with the Registrar of Racehorses once the Shares have been sold.

B. The Syndicate Manager

The Manager of the Syndicate will be Group One Thoroughbreds (Director: Mr. J. Azzopardi).

The Syndicate Manager will be required to manage the Syndicate in accordance with the terms of this Partnership Agreement (PA) and any rules, regulations or guidelines made by the Rules of Racing in respect of such manager or management. The Manager is responsible for all aspects of the management of the racing career of the Horse, preparation of the Syndicate's annual accounts, the management of communications between the Shareholders and the stables, and the provision of all administrative services.

The Partnership Agreement legislated under Sections A to M can be revised or amended, deleted or added to at the discretion of the Syndicate Manager, being part or wholly modified.

C. Horse Description

Colour	Chestnut
Sex	Filly
Date of Foal	22 August 2022
Sire	Russian Revolution (AUS)
Dam	Anfitriona (AUS)
Brand	V ns sh – 61 over 2 off sh

D. Nature of Shareholdings

- a. The Horse shall be owned by the Shareholders, the equivalent of 100%.
- b. No person disqualified under the Rules of Racing shall be eligible to become or to continue as a member of the Partnership.

E. Naming of Horse

The Horse is unregistered. The Horse will be named by the Shareholders and registered once the Shares have been fully sold. The horse will be registered within 45 days of the Shares becoming fully sold. Each shareholder will have the option to submit 1 name. Once the list of names submitted by the Shareholders is populated by the Manager, the Manager will select the top 3 most liked names (in order of preference) and submit them to the Registrar of Racehorses for registration.

F. Proposed/Estimated Ongoing Expenses and Other Obligations

a. Ongoing Racing Expenses – the following horse expenses are indicative and payable monthly by each Shareholder. The Manager advises that a flat fee of \$175.00 (incl. GST) per month per share (the equivalent of 2.5% share) OR \$350.00 (incl. GST) per month per share (the equivalent of 2.5% share) is payable to the Manager to cover all horse expenses including:

- Training Fees
- Pre-training Fees
- Spelling Fees
- Transport
- Daily Track fees
- Daily Regumate treatment (Fillies and Mares)
- Daily Ulcer Shield
- Joint Supplement
- Chiropractor treatment
- Physiotherapy treatment
- Race Nomination fees
- Race Acceptance fees
- Race Scratching fees
- Barrier Trial Nomination fees
- Race and trial attendance – Strapper
- Track Jump outs
- Farrier – Race plates
- Dentistry
- Shavings and Box fees
- Electrolytes
- Vitamin B, Dexafort Dexone, Dexapent, Meloxicam, Hippiron, Macrofol, Tripart

All prices include GST (where applicable). The Ongoing Expenses disclosed in Section 6.3.1 Proposed use of Proceeds of the enclosed Prospectus, such as Agistment, Training etc., are covered up to 31st May 2024, and the shareholders take over the Ongoing Expenses from 1st June 2024. This means that the first Flat Fee will be due on 1st July 2024. The Flat Fee incorporates Group One Thoroughbreds' administration costs and is paid in arrears.

b. Management Fee

Group One Thoroughbreds Pty Ltd **DOES NOT** charge a management fee.

c. Account Preparation Fee

Group One Thoroughbreds Pty Ltd **DOES NOT** charge for the preparation of the partnership's annual accounts in respect to the relevant financial year

d. Extra-Ordinary Expenses

Each shareholder is also responsible for paying extra ordinary expenses incurred by the company in proportion to their shares held. The flat fee only covers up to \$300.00 (including GST) of basic and major vet care per veterinary visit and/or consultation. The monthly flat fee expense does not include extra-ordinary costs such as insurance renewal, major race nominations or acceptance fees and interstate floating. These costs are payable by the Shareholders in proportion to their share/s held.

The monthly flat fee includes the following services and updates to all syndicate member owners:

- i. Regular communication with Shareholders by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer's comments.
- ii. Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
- iii. Provision of general day to day administrative services, provision of pursuing overdue accounts via phone call, email or post.
- iv. Providing Shareholders with Raceday DVD's (where available, track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, post-race summary review, organization of disbursement of any trophies, representing the syndicate in relation to race day steward enquiries etc.)
- v. Arranging times and dates for Shareholders to inspect their horses at the stables or spelling properties.
- vi. Assistance with Raceday ticketing where applicable.
- vii. Liaise with the financial Ombudsman office.
- viii. Maintain Professional Indemnity Insurance.
- ix. Naming and Registration of the Racehorse.
- x. Transfers of Ownership (where applicable).
- xi. Registering an Ordinary Syndicate (where applicable).

Fees on early termination are payable up to and including the final date of the Shareholder's ownership.

e. Inclusions in the Ongoing Expenses

Nomination and acceptance fees for most races are included, except for nominations for major races such as the Auction House Inglis and Magic Millions race series and Black Type such as Listed and Group races which fees are payable by the Shareholders.

f. Procedure of Monthly Direct Debit for Ongoing Expenses

a. Each Shareholder will pay monthly, in arrears, the Monthly Flat Fee which will be Direct Debited on the 1st of each Month.

The Trainer and other Third-Party Service Provider fees are included in the Monthly Flat Fee.

b. Trainers and Suppliers Fees

Trainer and Supplier fees are billed at 100% to Group One Thoroughbreds in arrears for the previous month's fees and expenses and payable by Group One Thoroughbreds. These fees are incorporated into the Monthly Flat Fee.

PLEASE NOTE: the trainers daily training rate may change subject to industry increases and forms part of the Monthly Flat Fee.

g. Default

Should any Shareholder neglect payment of the Ongoing Expenses as described in Section f of the PA for a period in excess of fourteen (14) days, the following may occur:

i. If payment defaults on or around the 1st of the month (when payment is due), Group One's Accounts Department will contact the Defaulting Shareholder via email, mail or fax to issue an Overdue Notice reminder for the failure of payment giving the Defaulting Shareholder 7 days to forward full payment of the outstanding amount. Should payment not be received within that 7-day period, a second Overdue reminder, requesting immediate payment and suspension of updates. Should payment not be received within that 7-day period a Default Notice, requesting immediate payment, will be issued via email or fax and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a further 7 days to make contact with Group One's Accounts Department to finalise their outstanding account. Should payment not be received within that 7-day period, a Second Default Notice will be issued, giving the Defaulting Shareholder a further 7 days to make payment. The Shareholder must still pay their new statement by the 1st of the next month. Should payment not be received within that 14-day period, a Final Notice (Share Repossession Pending) will be issued via email or fax and a formal letter will be posted by the Syndicate Manager, giving the Defaulting Shareholder a final 7 days to make payment of the total amount owing. Failure to comply with the Final Notice (Share Repossession Pending), will result in proceedings by Group One Thoroughbreds to confiscate and take possession of the shareholdings of the Defaulting Shareholder to recover any outstanding debts, by means of sale of the shares by Public Offer. Without any further notice, the

Defaulting Shareholder shall cease to be a Shareholder and will have no interest in the assets and income of this said Partnership. The Syndicate Manager has the right to suspend a Shareholder's entitlement whilst in default.

ii. Should the Defaulting Shareholder's payments fail 3 times within a 12-month period, then they may forfeit any rights and privileges of the Partnership and furthermore, the Syndicate Manager will have the right to sell the shareholding/s by Public Offer at the Defaulting Shareholder's expense to recover the debt of the Defaulting Shareholder. The Defaulting Shareholder will not be entitled to receive any compensation for the confiscated or repossessed interest in the Partnership or receive any further payment out of the assets or profits of the Partnership.

iii. Shareholders who pay their monthly fees via direct deposit are advised that should their payment be late over 2 consecutive months; they lose the privilege of paying directly and will be placed back onto our direct debit payment method which is a policy of Group One Thoroughbreds.

iv. If a shareholder defaults on payment and is overdue more than 30 days, interest at the rate of 10% per annum will be charged and invoiced in the following month.

v. The purchase and sale of the Share/s of the Defaulting Shareholder will be effective as soon as practicable after the price has been determined and the Syndicate Manager will execute as trustee of the Defaulting Shareholder all such documents and do all things as are necessary to complete such sale and purchase. The Shareholder in default hereby nominates, constitutes and appoints the Syndicate Manager under power of attorney to execute and implement procedures as will be necessary to sell, convey and assure a buyer the Share or Shares so sold.

Fees on early termination are payable up to and including the final date of the Shareholder's Ownership.

h. Ownership, Redemption and Withdrawal

Ownership

Each Shareholder of not less than 5% of the horse will be entitled to have his/her name appear in the race book as a co-Shareholder of the horse. If a share is owned jointly by 2 or more people, the Syndicate Manager will be entitled to require those persons to, at their own cost, register an ordinary syndicate and to own the share in the name of that syndicate.

Each Shareholder hereby authorises the Syndicate Manager to do all things required to be done by a Shareholder in order to conform to the requirements of this Partnership Agreement and the Rules of Racing, including without restriction, authority to sign on behalf of the Shareholder all documentation required to be signed by the Shareholder and lodged with the Registrar of Racehorses to give effect to any application for registration of the Horse and/or transfer of ownership.

Shareholders in this Racing Partnership subscription must be aware that when purchasing a share/s you become the Shareholder of that said share/s. Shareholders are obligated for the life of the Syndicate as Shareholders of the share/s and are not permitted to rescind on their obligations and must adhere to the Proposed/Estimated Ongoing Expenses and Other Obligations in **Section F** of the Partnership Agreement. Shareholders will have no right to have your shares in the Syndicate redeemed or bought back prior to the termination or winding up the syndicate.

Before purchasing a share, each Shareholder should consider the purchase of the share as a long-term investment for the life of the Syndicate. The Syndicate Manager will not be obligated to sell a share on behalf of the Shareholder.

A Shareholder will be able to offer their share/s privately for purchase providing the Syndicate Manager approves the buyer and adheres to the Syndicate Agreement. The transaction of the sale is still conducted internally by Group One Thoroughbreds. The Syndicate Manager can assist Shareholders with selling their shares by providing details of the industry approved online auction sites. The Syndicate Manager will not provide on request a shareholder or issue invitations to buy Shares unless the prospective purchaser is provided with a Syndicate Agreement prepared by the Syndicate Manager in accordance with the provisions of the Syndicate Agreement. There will be no ready market for the Shares.

The Syndicate Manager will not be obliged to sell a Share/s on behalf of a Shareholder and does not have a market to sell named or tried horses. Group One Thoroughbreds or external participants may make an offer to purchase the existing Shareholders share/s and if agreed upon by both parties, will take over the resale shares and the risk from the date of the Transfer of Ownership. Group One Thoroughbreds or any external participant may seek the market to resell the share/s or keep and race the horse.

In the event that a shareholder has made the decision sell his/her share/s, they must adhere to the Proposed/Estimated Ongoing Expenses and Other Obligations, continue paying their obligation for upkeep of their horse until such time the share/s has been officially sold and/or transferred over to the new shareholder.

i. The Manager's Responsibilities

a) The Manager is Group One Thoroughbreds. The Director of Group One Thoroughbreds is Jeremy Azzopardi. The Manager is responsible for all aspects of the management of the racing career of the Horse, the management of communications between the Manager and the stables and will make decisions on behalf of the Shareholders pertaining to the Horse on offer.

b) The Manager shall be the first registered Shareholder in the Racing Partnership. The Manager's duties include:

- i. Liaising with the Trainer and keeping all Shareholders current with the progress of the Horse.
 - ii. Keeping a register noting the names and addresses of each Shareholder and the number of shares held by each, the date on which the Shareholder entered in the Register of Racehorses and the date on which any person ceased to be a Shareholder.
 - iii. Notifying the Principal Racing Authority and Registrar of Racehorses in writing of every change in a Shareholder of the Racing Partnership, every change in the percentage of a Shareholder's Share in the Racing Partnership and every change in a Shareholder's address within a period of FOURTEEN (14) days of the change.
 - iv. Complying punctually in all respects with the requirements of the Rules of Racing, local Rules of Racing, the Principal Racing Authorities, the Registrar of Racehorses, ASIC and the Corporations Act 2001 from time to time in relation to the Horse and the Racing Partnership.
 - v. Representing the Shareholders in any official barrier draws, trophy presentations and any promotions/media events regarding the Horse.
- c) The Manager may at any time give the Shareholders not less than one months' notice in writing of his/her intention to retire as Manager and will cease to have any rights and obligations as Manager from the date of that notice.

j. Distribution from Sale or Stud and or Breeding

In the event that the Horse is sold, a 10% (plus gst) sale fee of the sale price is payable by the Shareholders to Group One Thoroughbreds. (Should a valuation be required to determine the sale price, this will be acquired at the Shareholder's expense, by a bloodstock valuer who is a member of the Federation of Bloodstock Agents (FBA). Should the Horse go to Stud and or Breeding, Group One Thoroughbreds will be eligible to TWO (2) lifetime service rights per annum for the lifetime of the standing stallion and 10% (plus gst) of the sale price (only in the event of the horse being an entire and being retired to stud).

Irrespective of whether or not the Syndicate Manager, being Group One Thoroughbreds, is voted off as the syndicate manager of the Horse, Group One Thoroughbreds will have the right to negotiate stud and breeding of the said Horse of this Partnership Agreement.

End of the Horses career – Shareholders will vote to retire or sell the Horse. Group One Thoroughbreds has the discretion and first right of refusal to put together an offer to purchase the Horse from the Shareholders and/or give all Shareholders the opportunity to remain Shareholders in the partnership or sell or relinquish their shares.

k. Meetings/Decisions

i. In the event that the horse is a colt/entire and the horse needs to be gelded all shareholders must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote) to keep the horse as an entire unless written expert advice is obtained by a veterinarian, trainer and the Syndicate Manager that the necessity of the horse requires to be gelded due to the well-being of the horse and safety of the track riders and training staff.

ii. The trainer, as stated in Section 2.3.1 of the Prospectus, is the first appointee by the Syndicate Manager. The Syndicate Manager will arrange for the trainer to train the horse and prepare the horse for training. The Syndicate Manager may at any time, remove the trainer and either engage the services of another appropriately licensed person to act in that capacity. The new trainer may be interstate and not within the same jurisdiction of the initial trainer. The Syndicate Manager will confer with all Shareholders with regards to a change of trainer before a decision is made.

iii. In the event that a Shareholder has made the decision to leave or sell his or her share, they must first offer the sale of that share/s within the syndicate. Under no circumstances is it the responsibility of Group One Thoroughbreds to sell the share/s on behalf of the shareholder. It is the full responsibility of the Shareholder to maintain their shareholding until such time that the share is sold. It is an ownership much like the purchase of a property or home and is for the term of the racing career of the horse.

iv. Group One Thoroughbreds can be removed or replaced as Manager of the Career of the Horse if a memorandum signed by the shareholders representing a majority interest in the Horse (that is, a vote by Shareholders with an interest of more than 50% in the Horse) votes for their removal. In the event where a manager is removed or replaced, Group One Thoroughbreds will cease to provide the services referred to AR 63(2) of the Australian Rules of Racing. These services include:

- entering, nominating, accepting, or scratching such Horse for any race.
- engage a jockey to ride such Horse for any race.
- receive any prize money or trophy won by such Horse; or
- act for and represent the joint Shareholders, lessees, or Shareholders in relation to the Horse in all respects for the purpose of the Rules.

Group One Thoroughbreds will continue to act as Manager of the Syndicate to provide the remaining services expressed in Section i of the RPA. That is, the Manager is responsible for all aspects of the management of the racing Career of the Horse, preparation of the Syndicate's annual accounts for submission to the

Lead Regulator, the management of communications between the Shareholders and the Stables, and the provision of all administrative services and trust accounts of the syndicate.

If Group One Thoroughbreds is removed as the Manager of the Horse, it does not give up its entitlements to the disclosed stud fee, breeding or sale fee as per Section j of the RPA.

Management of the Horse and the Syndicate will continue by Group One Thoroughbreds up until all shareholders have paid the termination fee in full. This early termination fee is enforced as a charge to compensate us for failure to satisfy the contract by the syndicate Shareholders.

We will not charge you an early termination fee if it is a result of a proven material breach pursuant to Section i of the RPA.

vi. A Shareholder or Shareholders who own not less than 30% of the Shares may either call a meeting of Shareholders or request the Syndicate Manager to call a meeting of Shareholders, upon giving at least 21 days written notice to the other Shareholders, the Syndicate Manager and the Racing Manager. In the event the Syndicate Manager receives such a request, the Syndicate Manager must within 14 days of receipt thereof, call a meeting of Shareholders, which must be held within 1 month of receipt of the request.

vii. A voting resolution binds all Shareholders, whether or not they participate. No objection may be made to any vote cast unless the objection is made at the time of convening. The decision of the Syndicate vote on any matter is final.

I. Prize-money Distribution

All prizemoney won by the Horse will be deposited into the managed account of the horse and distributed into the shareholders account by Group One Thoroughbreds.

The Manager **DOES NOT** take any of the prize money, breeders' bonus or incentive scheme payments.

In accordance with the Rules of Racing in Australia, prize-money is distributed to the Shareholders after remunerations are distributed to the trainer, jockey, welfare program and jockey insurance, and the withholding of any funds required to cover major race acceptances for which the Horse is eligible or nominated. The percentages are automatically determined by each state and may vary from State to State.

Buy Now Pay Later (Interest Free Payment Plan)

Group One Thoroughbreds offers a Buy Now Pay Later (BNPL) interest free Payment Plan, which is similar to the likes of After Pay. This incentive enables Shareholders to purchase shares in the horse on offer, over 4 repayments.



How it works:

1. A 25% deposit of the Share Price is payable upfront on sign up.
2. The balance of the Share Price to be paid over 3 equal monthly instalments commencing the following month after the initial 25% deposit is paid on sign up.
3. Interest Free Terms

Repayment Schedule:

1. If an owner purchases their share between the 1st and 15th of the month, their instalments will be due on the 15th of the following 2 months.
2. If an owner purchases their share between the 16th and the end of the month, their instalments will be due on the 30th of the following 2 months.

Default Schedule:

1. If a Shareholder defaults, they will be issued a Default Notice giving the Defaulting Shareholder 7 days to make payment.
2. If no payment is received, the Defaulting Shareholder will be sent a Final Notice – Share Repossession Pending, giving a further 7 days to pay.
3. If payment is still not received after the 7 days, a notice to repossess is issued to advise the Defaulting Shareholder that the share/s have been confiscated and sold by means of Public Offer to recover the balance outstanding for the share/s.



APPLICATION FORM

Partnership Agreement

2022 Filly Russian Revolution out of Anfitriona

Complete in block letters & return entire Partnership Agreement. You are advised to keep a copy for your records

Surname: Dr/Mr/Ms/Mrs/Miss
(One name ONLY to be entered)

Given Names.....

Address

StatePostcode

Birth Date:Occupation

Telephone BusinessHome

MobileFax

Email

This share will/will not be held in a Syndicate name.

Syndicate Name (only if you have a registered syndicate)

Horse Name Suggestion:

I hereby agree to become a Shareholder in the abovementioned Partnership on the basis that I will have ... share (s).

By signing this agreement, I agree and declare that:

1. I have read, understood and agree to be bound by the Partnership Agreement, Rules of Racing and the Product Disclosure Statement.
2. I am not under any disqualification or other disability under the Rules of Racing.
3. I am over the age of eighteen years.
4. I am not an undischarged bankrupt.
5. I agree for my contact details to be supplied to the other Shareholders in this Racing Partnership.
6. I acknowledge that I have had the opportunity to obtain independent legal and financial advice relative to my acquisition of shares in the Product Disclosure Statement.

I hereby give Jeremy Azzopardi the authority to sign the original official registration papers of this Horse for my share on my behalf. I also give authority for prize-money to be paid to a third party, where applicable, that being Group One Thoroughbreds.

..... Name of Shareholder

..... Signature of Shareholder

...../...../..... Date



**GROUP
ONE**
THOROUGHBREDS

www.grouponethoroughbreds.com.au

GROUP ONE THOROUGHBREDS
AFSL 001273496



"GIVING OWNERS THE EDGE"

DIRECT DEBIT REQUEST FORM

APPLICANT DETAILS

First name:				Last name:		
Company Name (if applicable):				ABN:		
Email:	D.O.B.:				Phone:	
Address:						
Suburb:	Country:	State:	Postcode:			

PAYMENT METHOD

Bank Transfer Credit Card (refer to second page)

BSB:	Account No.:				
Account Holder Name:					

I hereby register with Thoroughbred Payments (operated by ZenPay Pty Ltd ABN 056 881 942) and authorise Thoroughbred Payments (User ID 470911) or my merchant to process payments of recurring or varying amounts from my nominated card or bank account.

I confirm the information above is true and correct and that I have read, understood and agree to be bound by this Customer Registration Form (CRF) and Thoroughbred Payments' [Terms & Conditions](#) (TPTC).

I understand that this arrangement will remain in place until such time as it is cancelled by me, my merchant or Thoroughbred Payments, and all payment related queries or disputes will need to be resolved between me and my Merchant.

I also understand that transactions will appear on my card / bank statement as "THOROUGHBRED PAYMENTS BALMAIN AU".

I hereby give permission to Group One Thoroughbreds Pty Ltd to complete the online form using the details provided on this form on my behalf.

Signature:



 Credit / Debit Card

Please circle one:    

Card Number: 

Card Holder Name:

Expiration: MM: YY: CVV:

Personal Details (When completing this section you are required to provide ALL the information requested below)

Date of Birth Mr Mrs Miss Ms Other If other, please specify

Surname

Given Names

Postal Address Post Code

Daytime Phone Mobile Phone * Mobile or Email MUST be supplied. Email

Bank Details

Bank Account Holder Name

BSB Account Number

Declare your GST status

When do I supply an ABN?

- If you are registering a horse in the name of a Company, Firm or Stud, the Company, Firm or Stud must be registered as a syndicate with a Principal Racing Authority (PRA) or the horse must be leased to an eligible party for racing purposes. Only under these circumstances can an owner, provided their horse racing activities are conducted as an enterprise and the enterprise is registered for GST, quote the ABN of that enterprise.

- If an owner's horse racing activity is conducted as a recreational pursuit or hobby, an ABN cannot be provided and you must declare yourself as a hobbyist. You can only quote an ABN if the ABN is for an enterprise that is racing horses as part of that enterprise.
- Individual members of a syndicate must not provide their own ABN. The syndicate must be registered for GST and provide an ABN.
- If your ABN or GST status change, it is your responsibility to advise Racing Australia by completing the Change of GST Status form.

Is this enterprise GST registered for racing purposes based on the information above?

Yes if yes, please supply ABN subject to validation

No, I am a hobbyist

Nominated Agent

Full Name of Nominated Agent

Daytime Phone

Horse Details

If the horse is named, please provide its registered name.

Horse Name Suffix

If the horse is not yet named, please provide its year of foaling and the dam's name.

Year of Foaling Dam Suffix
 2022 ANFITRIONA AUS

Authority Declaration

Please sign in the box next to the document you authorise the nominated agent to sign.

Horse Registration Lease Application

Transfer of Ownership Lease Cancellation

Syndicate Registration

Other If other, please specify

Owners Declaration

- I hereby certify the information I have provided on this form is true and correct.
- I have read and understood all declarations, certifications, terms and agreements contained in the document specified above and hereby authorise the nominated agent to complete and sign the specified document on my behalf on a single occasion and in relation only to the aforementioned horse.

Signature of Owner

Signature of Nominated Agent

Date

Date

Dam Name (if unnamed/not registered)

Suffix

Foal Year of Birth (dd/mm/yyyy)

Part A Individual Owner (When completing this section you must provide ALL the information requested below)

Date of Birth (dd/mm/yyyy)

If other, please specify

Mr

Mrs

Miss

Ms

Other

Surname

Given Names

Part B Registered Syndicate (When completing this section you must provide ALL the information requested below)

Registered Syndicate Name

Syndicate Manager

Tick this box if the syndicate has owned horses previously and you wish to add this horse to the syndicate.

Part C Company, Firm or Stud (When completing this section you must provide ALL the information requested below)

Company, Firm or Stud Name

Name of Representative

Tick this box if the horse is to be leased or will not be racing.

Part D Contact Details (When completing this section you must provide ALL the information requested below)

Street Address

Suburb

Postcode

State

Email

Mobile

Part E Bank Details (Only provide bank details if split payment is required)

Bank Account Holder Name

BSB

Account Number

Part F Declare your GST Status
When do I supply an ABN?

• If you are registering a horse in the name of a Company, Unincorporated Organisation or Stud, the Company, Unincorporated Organisation or Stud must be registered as a syndicate with a Principal Racing Authority (PRA) or the horse must be leased to an eligible party for racing purposes. Only under these circumstances can an owner, provided their horse racing activities are conducted as an enterprise and the enterprise is registered for GST, quote the ABN of that enterprise.

- If an owner's horse racing activity is conducted as a recreational pursuit or hobby, an ABN cannot be provided and you must declare yourself as a hobbyist. You can only quote an ABN if the ABN is for an enterprise that is racing horses as part of that enterprise.
- Individual members of a syndicate must not provide their own ABN. The syndicate must be registered for GST and provide an ABN.
- If your ABN or GST status change, it is your responsibility to advise Racing Australia by completing the Change of GST Status form.

Is this enterprise GST registered for racing purposes?

No – I am a hobbyist

Yes

If yes, please supply ABN

Part G Owner Declaration

By signing form, I (the owner) declare I have read and agree to the Terms & Conditions – Horse Registration on page 3 of this form.

Signature

Date (dd/mm/yyyy)

Share

%