



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

PROSPECTUS

GROUP ONE THOROUGHBREDS (AUST) LTD

ABN 52 639 721 832

OLE KIRK x AMARELA SHARES

DATED: 13th February 2024



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TABLE OF CONTENTS

IMPORTANT INFORMATION	3
1. INVESTMENT OVERVIEW.....	4
1.1 Summary of Offer.....	4
1.2 Key terms and conditions of Offer	4
2. BUSINESS OVERVIEW	5
2.1 Nature of the business	5
2.2 Business assets.....	8
2.3 The Manager	10
2.4 Significant dependencies	10
2.5 Strategy and plans.....	11
2.6 Finance arrangements.....	11
2.7 Valuation	11
Conflict of Interest (Actual or Perceived).....	11
3. RISK FACTORS	12
3.1 Business risk factors	12
3.2 Investment risk factors.....	13
4. FINANCIAL INFORMATION	14
4.1 Financial affairs	14
5. BOARD AND MANAGEMENT	15
5.1 Board of Directors.....	15
5.2 Interests of Directors.....	15
5.3 Corporate directory.....	16
6. DETAILS OF THE OFFER.....	16
6.1 Structure of the Offer.....	16
6.2 Proposed use of proceeds	17
6.3 Terms and conditions of the offer.....	18
6.4 Dividend policy / prize money and salesproceeds distribution	19
7. GLOSSARY.....	20
8. EXECUTION OF PROSPECTUS	21
9. HOW TO APPLY FOR SHARES	22
10. APPLICATION FORM.....	23
ANNEXURES	25

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 Ole Kirk x Amarela shares (“**Shares**”) in the Company.

Prospectus

This Prospectus is dated 13th February 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 Lisa Pardi.	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 13 th February 2024 and closes on 13 th March 2025
What is the type of Shares being offered?	Fully paid Ole Kirk x Amarela Shares in the Company.
How many Shares are being offered?	40 fully paid Ole Kirk x Amarela Shares.
Minimum subscription amount for each Shareholder	1 fully paid Ole Kirk x Amarela 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 \$2,890
Amount to be raised under the Offer	\$115,600
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 13th February 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

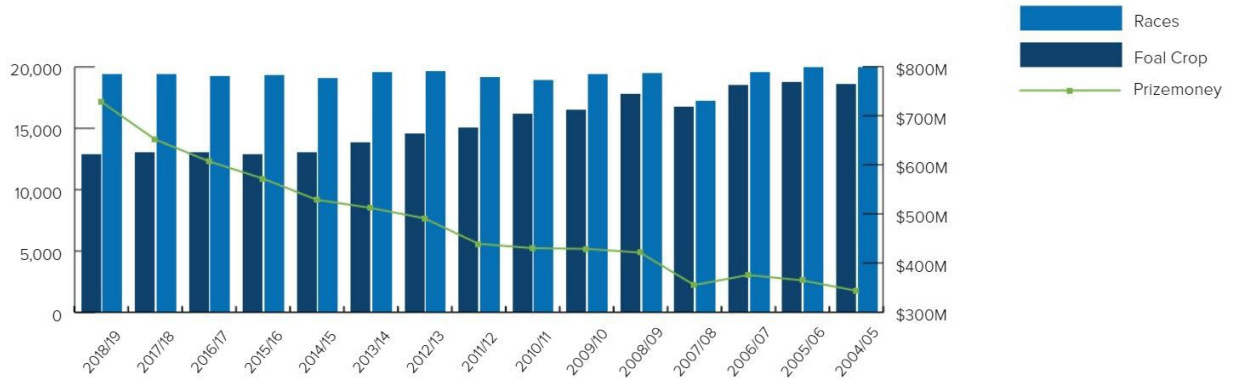
The Australian racing industry makes a significant contribution to the national gross domestic product, employment and government revenue. The economic activity generated by thoroughbred racing and breeding alone contributes more than \$10 billion to the national GDP and, when included in the agricultural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

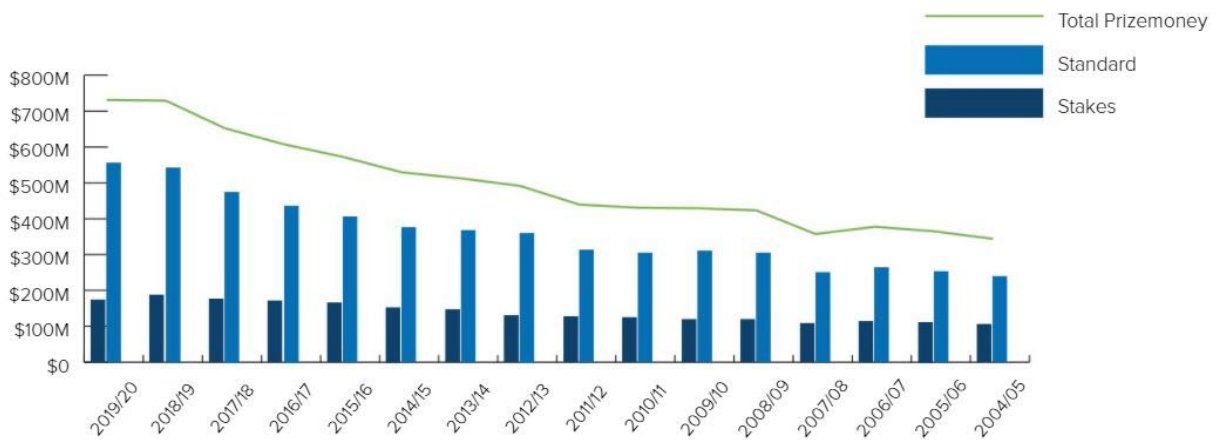


Table 3. Prizemoney and Incentive Payments in Australia 2002/03 - 2019/20

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	BROWN
Sex	Filly
Date of Foal	1 September 2022
Sire	Ole Kirk
Dam	Amarela
Brand	RB over V ns sh – 1 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 Lawlor, 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 Classic 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 Cavallo Park after being purchased from the Inglis Classic Yearling Sale at Warwick Farm NSW.

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 – OLE KIRK (By Written Tycoon) Group 1 winner with a Timeform rating of 118. He won 3 from 9 starts including stallion making race the Coolmore Stud Stakes Group 1. He was a classy colt from day 1 and is an extraordinary type with a massive hindquarter, strong shoulder, and a very well-balanced sprinter. He was among the 3yo Champion Colts beating horses like Yes Yes Yes (2019 Everest Winner) and Bivouac (Dual Group 1 Winner).

Exceedance is a first season sire who has struck early with promising colt Dublin Down who came 4th in the Listed Maribyrnong trial showing a sharp turn of foot just like his sire.

Exceedance. 3 wins-1 at 2-to 1100m, 1200m, A\$1,181,115 , VRC Coolmore Stud S., Gr.1, ATC San Domenico S., Gr.3, 3d ATC Golden Rose S., Gr.1, Run to the Rose H., Gr.2.

DAM – AMARELA (by Pentire) Was a very good racehorse 3 wins-1 at 2. She also placed in the Group 3 VRC Thoroughbred Breeders Stakes. Cristal Eyes is the three-quarter sister to Villermont a multiple Group winner and half-sister to Flying Evelyn a Group 3 winner. She has a 3yo Colt by Headwater who has shown promise at the trials.

All too Hard is a champion sire who has been in the Top 10 Stallions by Winners over the last 3 seasons. He stamps his stock well and is sure to make an impact as a broodmare sire.



Photo: OLE KIRK – 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 11 February 2024 to 28 February 2025. The sum insured is \$115,600. 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 Fees and Expenses

All supplier costs, including those for trainers, spelling, vets, and transport, will be charged at cost price, with no mark-ups. These expenses will be payable in arrears. Group One Thoroughbreds charges a Monthly Management Fee (MMF) of \$1.63 per day (including GST) per shareholder, which totals \$49.50 per month (including GST) per shareholder, regardless of the number of shares held. This fee covers the management and administration of your horse. Each shareholder is responsible for a portion of the Monthly Management Fee as outlined in Section 6.3.1.

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

Annabel Neasham is the proposed trainers for the Horse. A trainer's agreement between Annabel Neasham 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: Annabel Neasham Racing

11 Manning Street Warwick Farm NSW 2170

Phone: 0416 403 148

In 2016, Annabel took up the opportunity to travel to Australia – for what was meant to be a working holiday. She never left, and now can't imagine being anywhere else.



Annabel started training in her own right in August 2020 and trained her first Group 1 winner Mo'unga in the Rosehill Guineas in under 8 months of training alone.

During her two years in charge of Ciaran Maher's Sydney stable, Annabel savoured several major victories and assisted in guiding the careers of some exceptionally talented horses including Dubious, Away Game, Prague, Cellsabeel and Etah James.

"Climbing the mountain and getting to the top is difficult but staying there is much harder," Hawkes once said. "Racing is so competitive these days, there are a lot of good trainers, and it takes a lot of hard work behind the scenes to stay there and not start sliding down the other side."

The stable has now achieved 25 Black type wins with 7 Group 1's, 8 Group 2's. A phenomenal strike rate of 16% with over \$22 million in stakes earnings.

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:

- \$115,600 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

OLE KIRK X AMARELA SHARES

Balance Sheet

As at 13th February 2024

Assets		
Current assets:	2024	2023
Cash	-	-
Accounts Receivable	-	-
Inventory	-	-
Shareholder Funds	115,600	-
Petty Cash	-	-
Total current assets	115,600	-
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	115,600	-
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	115,600	-
Unpaid Capital	-	-
Retained earnings	-	-
Other	-	-
Total owner's equity	115,600	-
Total liabilities and owner's equity	115,600	-

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>
Lisa Pardi	<p>Lisa Pardi has over 10 years' experience working for M7 Link Sydney in the quality control department, client liaison, procedures and management. She brings a wealth of knowledge in all aspects of client liaison.</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 Ms. Lisa Pardi
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 Ole Kirk x Amarela Shares. Each Shareholder must subscribe to a minimum of 1 fully paid Ole Kirk x Amarela Share at \$2,890.00 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 \$115,600. The proceeds of the offer will be applied as follows:

	Amount
<i>INCOME - Shareholder's Funds from the offer</i>	\$115,600.00
<i>Interest earned over 1 year (approximately)</i>	\$0.00
TOTAL	\$115,600.00
<i>EXPENDITURE (1 YEAR)</i>	
<i>Purchase of Horse</i>	\$88,000.00
<i>Spelling, Pre-training and Training</i>	\$5,470.00
<i>Transport Costs (from Sale to Speller, Pre Trainer and Trainer)</i>	\$1,100.00
<i>Silks Insurance - Mortality Insurance including Emergency Surgery</i>	\$4,850.00
<i>Veterinary Reports - Radiography, Clinical Examination and Written</i>	\$1,650.00
<i>Veterinary Costs (Drenching, Dental, Shoeing etc.)</i>	\$550.00
<i>Scoping fee</i>	\$275.00
<i>Inglis Race Series</i>	\$5,500.00
<i>BOBS Bonus scheme</i>	\$990.00
<i>Golden Slipper</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>	\$1,500.00
<i>Group One Thoroughbreds Margin</i>	\$1,100.00
TOTAL	\$115,600.00
<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 Ole Kirk x Amarela 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 \$2,890.	
What is the offer period?	<p>The offer opens on 13th February 2024</p> <p>The offer closes on 13th March 2024</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 13th March 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?	Ole Kirk x Amarela shares on issue as at 13 th February 2024	40
	Maximum number of Ole Kirk x Amarela 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 all the ongoing expenses and fees detailed below and incurred by the Company for managing the Horse's racing career.

Ongoing Expenses – Estimate only of total fees and expenses of maintaining, training and racing the Horse, excluding race entry fees for group races, and the cost of any extraordinary (non-routine) veterinary and other treatments, including surgery is \$5,500 (incl.GST) per month.

Ongoing expenses and Monthly Management Fee (MMF) – All costs incurred by suppliers, trainers, spelling facilities, veterinarians, transportation, and related services shall be charged at actual cost, payable in arrears. No markup shall be applied to these charges.

Group One Thoroughbreds shall receive a Monthly Management Fee (MFF) of \$1.63 per shareholder per day, inclusive of GST. This amounts to \$49.50 per month, inclusive of GST, for each shareholder, irrespective of the number of shares held. The Monthly Management Fee covers the management, accounting, and administrative costs associated with the care and management of your horse.

Each shareholder shall be responsible for their proportionate share of the Monthly Management Fee.

The Ongoing Expenses and Monthly Management Fees (MMF) will start accruing from the date of issue of the Confirmation of Purchase email issued by one of the sales team members, accounts department or any other employee of the Company.

The MMF Fee charged covers the following services rendered:

- Frequent communication with our owners by Group One's dedicated Racing Manager.
- Provision of general day-to-day administration services.
- Levying and collecting fees from Syndicate Members.
- Payment of all accounts to suppliers relating to the horse.
- Enforcing and following up Default payments.
- Arranging dates and times for Owners to inspect their horses at the stables or spelling properties.
- Assistance with RaceDay ticketing (where applicable).
- Lodging Transfer of Ownership (where applicable).
- Lodging Registration of an Ordinary Syndicate (where applicable).
- Naming and Registration of the Racehorse.
- Liaise with the financial Ombudsman office.
- Maintain Professional Indemnity Insurance.
- Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
- Providing Shareholders with RaceDay footage (where available), track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, postrace summary review, representing the syndicate in relation to race day steward enquiries etc.

The Manager advises that the Ongoing Expenses and the Monthly Management Fee (as per paragraph 2 and 4 above.) will be direct debited from each Shareholders bank account or Debit/Credit card on the 1st of each Calendar month.

The trainer's daily training rate is \$157.30 (including GST). Note, the trainers' daily training rate may change subject to industry increases.



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 Ole Kirk x Amarela 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 horizontal dotted line.

Jeremy Azzopardi
Director and Secretary

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

Kirstian Azzopardi
Director

A handwritten signature in black ink, appearing to be "Lisa Pardi", written over a horizontal dotted line.

Lisa Pardi
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.



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

BROWN FILLY

Foaled 1st September 2022)

(STRE)	Written Tycoon	Iglesia	Last Tycoon
OLE KIRK	Naturale.....	Party Miss.....	Kenmare.....
(DAM)	Pentire.....	Bel Esprit.....	Royal Academy.....
AMARELA (NZ)	Chickens	Helsing.....	Desert Sun
2011		Be My Guest.....	Northern Dancer.....
		Gull Nook	Mill Reef
		Danehill.....	Danzig
		C'Yaontheotherside	Hermitage

OLE KIRK (AUS) (Brown 2017-Stud 2021). Champion 3YO Colt in Australia in 2020-21. 3 wins-1 at 2-1100m to 1600m, A\$2,159,100, MRC Caulfield Guineas, Gr.1, ATC Golden Rose S., Gr.1, VRC Talindert S., L, 2d ATC Run to the Rose S., Gr.2, Rosebud H., L, 3d ATC Champagne S., Gr.1, VRC Sires' Produce S., Gr.2, ATC Inglis Sprint, 4th ATC Sires' Produce S., Gr.1. Half-brother to SW Gimmie Par (MRC Quezette S., Gr.3). His oldest progeny are yearlings.

1st Dam

Amarela (NZ), by Pentire (GB). 4 wins from 1200m to 1800m, A\$195,435, VRC Neville Begg H., MRC Champagne Pommery H., 2d MRC TAB Supports National Jockeys Trust P., VRC Kokoda Track H., 3d MRC Ladies Day Vase, **Gr.3**, VRC Tab.com.au Trophy H., Mother's Day H., True Version H., Bendigo JC Gold Bracelet, Ballarat TC Hygain H., 4th Kilmore Cup, **L**. This is her fourth living foal. Her third foal is a 2YO. Dam of one foal to race- Sonic Light (g. by Spirit of Boom). **Winner** at 900m in 2023-24.

2nd Dam

CHICKENS, by Danehill (USA). 2 wins at 2, A\$75,250, BTC Doomben Slipper S., **L**, AJC Leger 2YO H. Dam of 9 named foals, all raced, **5 winners**, inc:-

DO YOU THINK (Starcraft (NZ)). **2 wins** at 2, A\$141,125, 57,500RMB, ATC TL Baillieu H., **Gr.3**, Sirecam 2YO H., 3d ATC Roman Consul S., **Gr.2**.

Amarela (Pentire (GB)). **4 wins**. See above.

Encosta Rica. **3 wins** from 1400m to 2200m, 3d MRC Crewman H.

Don't Countya. **Winner** at 1400m. Producer.

Hi Caliber. **Winner** at 2000m.

Mutual Delight. Placed at 3, 3d HKJC Tai Mong Tsai H.

Miss Chierro. Placed.

3rd Dam

C'YAONTHEOTHERSIDE (USA), by Hermitage. Unraced. Dam of 13 foals, 11 to race, **7 winners**, inc:-

CHICKENS (Danehill (USA)). **2 wins**. See above.

Causeyacan. **6 wins-1** at 2-to 1550m, A\$162,775, AJC Deloitte H., Planet Ruler H., STC Winter Racefest H., Grand Pavilion H.

Ready Steady Vetti. **2 wins** at 1100m, A\$108,340, BRC Brc.com.au H., AJC Carramar H., 2d ATC Bowermans Furniture H., SAJC Adelaide Casino H.

Excitement Levels. **Winner** at 2200m, 3d GCTC Sky Racing P., Ipswich TC Livingstone Fabrications P.

Fine Feather. **3 wins** at 1000m, 1200m.

Side Effect. **Winner** at 900m.

Sparkling l'Amour. **Winner** at 1350m.

Eggs. Placed at 3. Producer.

Wynnstay Avenue. Placed at 2. Producer.

4th Dam

COPPERAMA, by Comeram (Fr). 6 wins-4 at 2-from 1000m to 1600m, A\$178,190, VATC One Thousand Guineas, **Gr.1**, QTC Marlboro S., **Gr.2**, VRC Brian Courtney H., **L**, GCTC Rothmans Classic H., **L**, STC Palm Island Fashions H., AJC Camp Cove H., 2d VRC Ascot Vale S., **Gr.2**, Wakeful S., **Gr.2**, Moonee Valley S., **Gr.2**, 3d VRC Oaks, **Gr.1**, Australasian Oaks, **Gr.3**, AJC June S., **L**, 4th STC Rosemount Wines Classic, **Gr.2**. Dam of 13 foals, 9 to race, **8 winners**, inc:-

Stormy Exchange (Storm Bird). **2 wins** at 7f, 1m, 3d Curragh Round Tower S., **L**. Dam of-

DANENDRI (Danehill (USA)). Top filly on The 1996-97 Australasian 3YO Classification. **5 wins-1** at 2-from 1000m to 2400m, A\$1,109,540, AJC Australian Oaks, **Gr.1**, STC Ansett Australia S., **Gr.1**, VRC Wakeful S., **Gr.2**, AJC Commissionaire H., City Tatt's RC George Negus 2YO H., 2d Australian Derby, **Gr.1**, VRC Oaks, **Gr.1**, VRC AV Kewney S., **Gr.2**, AJC Fernhill H., **L**, Geelong RC Oaks Trial S., **L**, 3d AJC Wiggle H., **L**, 4th AJC Flight S., **Gr.1**. Dam of-

ZINGAM (Zabeel). **7 wins** from 2000m to 2400m, A\$278,500, BTC Chairman's H., **Gr.3**, AJC Services' Memorial Cup, **L**, STC Lord Mayor's Cup, **L**, AJC Sinnjar H.

BANC DE FORTUNE (Galileo (Ire)). **3 wins** at 1400m, 1600m, A\$189,365, AJC Aspiration H., **L**, 2d STC Arrowfield Stud S., **Gr.1**. Dam of-

EAGLE ISLAND (Fastnet Rock). **Winner** at 2, SAJC Oaklands P., **L**, 2d MRC Golden Fleece & Court Jester 2YO P.

Fortune's Choice. Placed at 3. Dam of-

BONHAM (Per Incanto (USA)). **4 wins** from 1100m to 1600m, NZ\$185,500, A\$4,200, WRC Levin Classic, **Gr.1**, Hawkes Bay NZB RTR Trainers Series S., Marton JC Spreading Rural Bulk H., 2d Wellington Guineas, **Gr.2**.

Zona. Unplaced. Dam of-

FAINT PERFUME (Shamardal (USA)). Champion 3YO Filly in Australia in 2009-10. **5 wins-1** at 2-from 1400m to 2500m, A\$1,461,290, VRC Oaks, **Gr.1**, STC Vinery Stud S., **Gr.1**, VRC AV Kewney S., **Gr.2**, Wakeful S., **Gr.2**, AJC Randwick Betting Auditorium 2YO H., 2d AJC Australian Oaks, **Gr.1**, 3d MRC Thousand Guineas, **Gr.1**. Dam of-

GOOD IDEA (So You Think (NZ)). **6 wins** from 2000m to 3200m, A\$644,160, SAJC Adelaide Cup, **Gr.2**, MVRC Quest Moonee Ponds Final H., SAJC Hit107 P., Gawler & Barossa JC Sanders Fodder H., 2d SAJC Adelaide Cup, **Gr.2**, Pakenham Cup, **L**, 3d MRC Sandown Cup, **L**, MRC (Mornington) RM Ansett Classic, **L**.

CHAINS OF HONOUR (Redoute's Choice). **5 wins-1** at 2-from 1600m to 3200m, A\$319,775, BRC Grand Prix S., **Gr.3**, MVRC Heartkids Hero H., 2d ATC Buy at Irish Sales Online H.

Keep de Fortune. Unraced. Dam of-

Shamardal Gold. **Winner** at 1300m. Dam of-

SAN ANDREAS (Smart Missile). **8 wins** from 1200m to 1600m to 2023 in Malaysia and Singapore, Selangor TC Tunku Gold Cup, **L**, 3d Penang Sprint Trophy, **L**.

Queens Plaza. Unraced. Dam of-

ROY HAD ENOUGH (Pierro). **6 wins-2** at 2-from 1600m to 2400m, R898,094, Scottsville Track & Ball Derby, **Gr.3**, Greyville Christmas H., **L**, Darley Arabian H., **L**, 2d Greyville Michaelmas H., **L**.

Steal My Love. **Winner** at 1750m, 3d STC Forstaff Personnel 2YO H. Dam of-

HATTORI HANZO - LET US WIN (H.K.) (Sebring). **4 wins** from 1400m to 1600m, A\$154,800, HK\$1,875,325, ATC Phar Lap S., **Gr.2**, MVRC Ranvet H., HKJC Maria Galland H., 2d HKJC Cherry H., Wai Yip H., Nurturing Leaders H., 3d HKJC Pak Tam Chung H., Gladiolus H.

AMORINO (Snitzel). **10 wins-2** at 2-to 1500m, A\$776,900, VRC TAB Rewards S., **Gr.3**, March S., **L**, MRC Anniversary Vase, **L**, WATC Grandstand Cup, **L**.

Ras Hafa - Laieq (Sau.). **Winner** at 1600m in U.A.E, 3d Nad al Sheba Shadayid Stud S.

All Y'All. **10 wins** from 5f to 8¼f in U.S.A.

La Gran Dama. **Winner** in U.S.A. Producer.

Shalbourne. **Winner** at 2 in GB. Dam of-

DANESTORM (Danehill (USA)). **5 wins** from 1200m to 3200m, A\$493,700, QTC Brisbane Cup, **Gr.1**, MRC Brighton H., 2d SAJC Adelaide Cup, **Gr.1**, MRC Hillside Track Launch H., 3d VRC RSL H., 4th QTC PJ O'Shea S., **Gr.2**, MRC Heatherlie H., **L**.

Danesty (Danehill (USA)). **5 wins** at 1000m, 1100m, A\$100,430, STC Rohan Trading Company H., 2d STC Triscay S., **L**. Dam of-

Fantasize. **3 wins** at 1300m, 1600m, A\$85,870, ATC Theraces H. Dam of-

SIGH (No Nay Never (USA)). **6 wins** at 1000m, 1100m, A\$394,440, to 2022-23, MRC Sir John Monash S., **Gr.3**, VRC Wayne Nichols H., Stableline H., MRC Ive H.

Arising. **Winner** at 2, 2d STC Ripa 2YO H. Dam of-

SHANZERO (Danzero). **4 wins** from 1200m to 1600m, NZ\$179,940, Wellington S., **Gr.3**, ARC New Zealand Herald 3YO H., 2d Te Aroha JC New Zealand Thoroughbred Breeders' S., **Gr.1**, ARC Eight Carat Classic, **Gr.2**.

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

Ana's Mail. **3 wins-2** at 2-at 900m, 1000m, VRC Sturt 2YO P., Hoppers Crossing 2YO H. Dam of-

SHE'S IDEEL (Dundeel (NZ)). **6 wins** from 1550m to 2400m, A\$1,413,825, ATC Kingston Town S., **Gr.3**, 2d ATC Tancred S., **Gr.1**, Chipping Norton S., **Gr.1**, 3d ATC Winx S., **Gr.1**.

Stormy Choice. Unplaced. Dam of-

FURORE (Pierro). **8 wins** from 1250m to 2100m, A\$155,930, HK\$36,234,250, HKJC Jockey Club Cup, **Gr.2**, Sa Sa Ladies' Purse H., **Gr.3**, 2d HKJC Queen Elizabeth II Cup, **Gr.1**, Citi Hong Kong Gold Cup, **Gr.1**, Jockey Club Cup, **Gr.2**, 3d ATC Rosehill Guineas, **Gr.1**, HKJC Standard Chartered Champions & Chater Cup, **Gr.1**, Centenary Vase, **Gr.3**.

BLIZZARD (Starcraft (NZ)). Champion Miler in Singapore in 2019. **9 wins** to 1400m, S\$456,868, HK\$15,686,150, 20,800,000¥, HKJC Chinese Club Challenge Cup, **Gr.3**, Singapore TC Fortune Bowl, **L**, 3d HKJC Longines Hong Kong Sprint, **Gr.1**, Sprint Cup, **Gr.2**.

Al Shadeedah. **Winner** at 1m in GB. Producer.

Senorita Matilda. **Winner** at 6f in GB. Dam of-

Intralase. **2 wins** at 1200m, 1300m, 2d AJC Balmoral 2YO H. Dam of-

Mesmeresyser. **3 wins** to 1250m, A\$132,525, ATC Bacardi Untameable H., Membership on Sale H. Dam of-

SEVEN VEILS (Shalaa (Ire)). **Winner** at 2, A\$244,500, ATC Reisling S., **Gr.2**, 2d SAJC Redelva S., **L**, ATC Schweppes 2YO P., 3d SAJC Tobin Bronze S., **Gr.2**.

Micanope. **Winner** at 1400m. Producer.

Siberian Winter. Placed in GB.

C'Yaontheotherside. See above.

5th Dam

OLD PENNY (IRE), by *Tarqogan*. **2 wins-1** at 2-at 5f, Haydock Yellow Pages H. Dam of 10 foals, 9 to race, **8 winners**, inc:-

COPPERAMA (Comeram (Fr)). **6 wins**. See above.

POSTAGE DUE (Luskin Star). **3 wins** at 2, STC Sweet Embrace S., **Gr.3**, Elizabeth Farm H., Singapore Tour H., 2d STC Magic Night S., **Gr.2**, 4th STC Birthday Card Quality S., **L**. Dam of-

First Payment. **Winner** at 1400m. Dam of-

Mrs Cross. Unraced. Dam of-

CROSS TALK (Keano). **6 wins** to 1500m, NZ\$5,400, A\$427,865, to 2022-23, Newcastle JC Newmarket H., **Gr.3**, ATC Winter Challenge, **L**, 3d ATC Bill Ritchie H., **Gr.3**, Hawkesbury RC Rowley Mile H., **L**.

Counterfeit Coin (Comeram (Fr)). **3 wins-1** at 2-from 1900m to 2400m, STC Bookmakers H., 3d Queensland Oaks, **Gr.1**, STC Storm Queen S., **Gr.2**. Producer.

Autumn Dew (Bletchingly). **7 wins** at 1200m, 1250m, A\$120,700, BATC Phar Lap Welter H., STC Jan's Beau Welter H., 2d STC Festival H., **L**. Sire.

Silent Era. **13 wins** to 1200m.

Penny Postcard. **Winner** at 1000m, 3d SAJC Kilburn H. Producer.

Nihon Pillow Raora. **Winner** at 1000m in Japan. Producer.

Zontar. **Winner** at 2100m, 2d QTC Te Rapa H.

Bien Good. Placed in HK.

6th Dam

DAMARCTIC, *by Arctic Star*. **2 wins** at 2 in GB. Dam of 5 named foals, all raced, **4 winners**-
LAUDAMUS (Lauso). **2 wins** at 2, Curragh Marble Hill S., L, 2d Phoenix Park Athboy S., L, 3d Curragh Gallinule S.,
Gr.2, Royal Ascot Chesham S., L.
Old Penny. **2 wins**. See above.
Furriskey. **3 wins** at 7f, 1¼m in Ireland.
Damette. **Winner** at 2 in Ireland. Dam of-
ELLETTTE (Le Levanstell). **2 wins** at 2, Leopardstown Silken Glider S., L, 2d Phoenix Park Park S., Gr.3.
Levantic. Placed at 2 in Ireland.

<<BAD TAG-



Annabel Neasham Racing
11 Manning Street
Warwick Farm
2170
NSW
ABN: ABN 48 643 427 990
E: annabel@annabelneashamracing.com
PH: (02) 9821 1307

12 February, 2024

Group One Thoroughbreds - Jeremy Azzopardi

Po Box 9570 WYOMING NSW 2250

Dear Mr J. Azzopardi

RE: Training 2022 Ole Kirk x Amarela filly

I, Annabel Neasham hereby agree to train the 2022 Ole Kirk out of Amarela filly from our stables at Warwick Farm for the syndicate being formed by Group One Thoroughbreds in accordance with my standard terms of trade.

The sire, Ole Kirk; Timeform rating of 116, he won 3 from 11 starts including 2 Group 1 as a 3yo, the Golden Rose and the Caulfield Guineas. He was a standout colt from day 1 and is an outstanding type with all the physical attributes of a world class sprinter with a massive hindquarter, strong shoulder and deep girth. He was the 3yo Champion Colt in 2020-2021 beating horses like King's Legacy a dual Group 1 Winner at 2 and Rothfire a Group 1 Winner.

The dam, Amarela was a 4-time winner. She was an above average racehorse winning twice in town and placing another eight times also in town including a third in the MRC Lady Day Vase Group 3. Amarela is the daughter of Chickens- 2 wins at 2 including the Listed BTC Doomben Slipper S. Amarela is also half-sister to Group 3 winner Do You Think.

She has a lot of quality with a great action. She moves extremely well and is the type of filly I like to train. This filly is also eligible for BOBS Bonus Scheme and Inglis race series. Group One Thoroughbreds, in my opinion has bought her for great value. She is a nice style of filly and I recommend her to any prospective buyer considering becoming an owner.

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

Yours sincerely,

Annabel Neasham

Trainer

Dr Chris Lawler BVSc & Associates

Veterinarians in Equine Practice

“Braeside”

23 Bridges Road

GERRINGONG NSW 2534

Email: drclawler1@gmail.com

Phone: 0419 341313

11th February, 2024

VETERINARY REPORT

Horse: Ole Kirk x Amarela '22

Signalment: Brown yearling filly

Brands: Left shoulder = RB over V
Right shoulder = 1 over 2

Microchip: 985100012217049

Examined at: Alma Vale/ Kitchwin, Barn E, Inglis, Warwick Farm, NSW, 2170

At the request of *Mr Jeremy Azzopardi* as agent for Group 1 Thoroughbreds, a veterinary examination of the above horse was undertaken at the Inglis Sales Complex, Warwick Farm, New South Wales on the 11th February, 2024. The purpose of the examination was to provide a Veterinary Certificate for inclusion in the Product Disclosure Statement (PDS) for syndication by Group 1 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 Ole Kirk x Amarela '22 presented as suitable for purchase as a racehorse as can be determined from the examination performed as described. Ole Kirk x Amarela '22 is suitable for public syndication and mortality insurance.

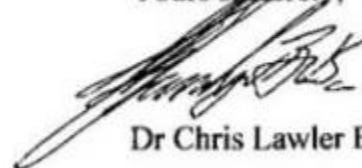
I confirm that I do not have any current or intended future financial or other interest in the above mentioned horse, the proposed syndication or Group 1 Thoroughbreds and this letter may be relied upon by prospective investors who invest in the horse.

Yours sincerely,



Dr Trent Jorgensen B.V.Sc

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
C/- PO Box 6992
NORWEST NSW 2153

Date: 12/02/2024
Our Reference: GROUPONE
NEW POLICY

Page 1 of 4

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

Policy No: SRI01258-2024P
Invoice No: 418125
Period of Cover:
From 11/02/2024
to 28/02/2025 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.

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

2024 CLASSIC YEARLING SALE
SUNDAY, 11 FEBRUARY 2024

TAX INVOICE
 Date: 13-Feb-2024
 Account: AZZOJ
 Invoice number: 30168016

Lot	Description	Sire/Dam	Sale Price	GST	Total
67	Br. Filly	Ole Kirk (AUS)/Amarela (NZ)			
	Purchase of Lot 67 at 2024 Classic Yearling Sale		80,000.00	8,000.00	88,000.00
	Race Series Nomination Fee		5,000.00	500.00	5,500.00
	Scope Fee		250.00	25.00	275.00
SUBTOTAL			\$85,250.00	\$8,525.00	\$93,775.00
TOTAL AMOUNT DUE					\$93,775.00

TERMS ARE 60 DAYS FROM DATE OF PURCHASE - please pay by April 13, 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

Account	AZZOJ
Reference	30168016
Amount Due	\$93,775.00



TAX INVOICE

Group One AUST LTD

Invoice Date
14 Feb 2024

Invoice Number
INV-0487

Reference
OLE KIRK x AMARELA

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 - OLE KIRK x AMARELA	1.00	80,000.00	10%	80,000.00
Spelling, Pre-training and Training	1.00	4,972.7273	10%	4,972.73
Transport Costs (from Sale to Speller, Pre Trainer and Trainer)	1.00	1,000.00	10%	1,000.00
Silks Insurance - Mortality Insurance including Emergency Surgery	1.00	4,409.0909	10%	4,409.09
Veterinary Reports - Radiography, Clinical Examination and Written	1.00	1,500.00	10%	1,500.00
Veterinary Costs (Drenching, Dental, Shoeing etc.)	1.00	500.00	10%	500.00
Scoping fee	1.00	250.00	10%	250.00
BOBS Bonus scheme	1.00	900.00	10%	900.00
Golden Slipper 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 Lodgment and signoff	1.00	1,200.00	10%	1,200.00
Group One Thoroughbreds Margin	1.00	1,000.00	10%	1,000.00
Inglis Race Series	1.00	5,000.00	10%	5,000.00
Bloodstock Agent	1.00	1,363.6364	10%	1,363.64
			Subtotal	105,090.91
			TOTAL GST 10%	10,509.09
			TOTAL AUD	115,600.00

Due Date: 15 Mar 2025

BSB: 012-633 ACCOUNT NO: 315184203
kirstian@grouponethoroughbreds.com.au

Group One Thoroughbreds (AUST) LTD

OLE KIRK X AMARELA SHARES

ACN: 639 721 832

Pro Forma Balance Sheet

As at 13th February 2024

Assets		
e Current assets:	2024	2023
Cash	-	-
Accounts Receivable	-	-
Inventory	115,600	-
Prepaid Expenses	-	-
Short Term Investments	-	-
Total current assets	115,600	-
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	115,600	-
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	115,600	-
Unpaid Capital	-	-
Retained earnings	-	-
Other	-	-
Total owner's equity	115,600	-
Total liabilities and owner's equity	115,600	-

Partnership Agreement
2022 Brown filly by Ole Kirk out of Amarela

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 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	Brown
Sex	Filly
Date of Foal	1 September 2022
Sire	Ole Kirk (AUS)
Dam	Amarela (NZ)
Brand	LS -L half lowe ns sh – 25 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 or at the discretion of the Syndicate Manager. 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 Expenses** – the following horse expenses are indicative and payable monthly by each shareholder. The Syndicate Manager recommends that Owners budget the below **approximate** amounts, which also include our Monthly Management Fee (MMF).

For every 2.5% = \$150 per month)

Potential Shareholders must be aware that the average Ongoing Expenses may vary at any time due to the age of the horse and variable times that the horse is in work, racing, pre-training or spelling and will be validated where applicable. Potential Shareholders must also be aware that the average Ongoing Expenses may vary slightly depending on whether the suppliers, such as the trainer, increases their daily rate and therefore this would increase the weekly average cost (noted above). Group One Thoroughbreds will validate where applicable.

The Potential Shareholder should be aware that the average Ongoing Expense does not include extra-ordinary costs such as insurance renewal, major veterinary fees relating to surgery/injury which will be on charged to the Shareholders reflective of their shareholding, major race nominations or acceptance fees.

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

- b. **Ongoing Fees and Monthly Management Fee (MMF)** – All suppliers' costs, trainer, spelling, vets and floating etc will be charged dollar for dollar payable in arrears. There will be no mark ups. Group One Thoroughbreds is paid a Monthly Management Fee (MFF) per shareholder of \$1.63 per day (incl. GST) this equates to \$49.50 (incl. GST) per month per shareholder, regardless of how many shares are purchased. This covers the management, accounts and administration costs of your horse.

The Ongoing Expenses and Monthly Management Fees (MMF) will start on the 1st of the following month.

The MMF Fee charged covers the following services rendered:

- Frequent communication with our owners by Group One's dedicated Racing Manager.
- Provision of general day-to-day administration services.
- Levying and collecting fees from Syndicate Members.
- Payment of all accounts to suppliers relating to the horse.
- Enforcing and following up Default payments.
- Arranging dates and times for Owners to inspect their horses at the stables or spelling properties.
- Assistance with RaceDay ticketing (where applicable).
- Lodging Transfer of Ownership (where applicable).
- Lodging Registration of an Ordinary Syndicate (where applicable).
- Naming and Registration of the Racehorse.
- Liaise with the financial Ombudsman office.
- Maintain Professional Indemnity Insurance.
- Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
 - Providing Shareholders with RaceDay footage (where available), track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, post-race summary review, representing the syndicate in relation to race day steward enquiries etc.

The Manager advises that the Ongoing Expenses and Monthly Management Fee (as per Section F(a) and (b) above) will be direct debited from Shareholders accounts on the 1st of each Calendar month and is referred to as **Ongoing Expenses and MMF**.

All prices include GST (where applicable). The first Ongoing Expenses and MFF will be due on the 1st day of every month

- c. **Procedure of Monthly Direct Debit for the Ongoing Expenses & Management Fee** -
- i. the Manager will invoice each Owner monthly in arrears for the Management Fee, which will be Direct Debit on the 1st of each Month; and
 - ii. the Manager will invoice each Owner, the Trainer and other Third-Party Suppliers Fees, monthly in arrears for their proportion of fees and expenses, which will be Direct Debited on the 1st of each Month.
- d. **Trainers and Suppliers Fees** – fees are billed in arrears for the previous month's fees and expenses. I.e. Group One Thoroughbreds is invoiced by the trainers and suppliers approximately the 10th of each month for the previous month's fees and expenses.

Group One Thoroughbreds then invoices each shareholder, on our dollar-for-

dollar billing system, on or around the 20th of that month for those fees and expenses and a direct debit is scheduled on the 1st of the following month to cover the previous month's trainers and supplier's bills. The same invoice from Group One Thoroughbreds will also include Group One Thoroughbreds' Monthly Management Fee.

Some of the main benefits of Group One Thoroughbreds charging fees directly to owners and the use of the direct debit system each month is to avoid bad debts, non-payers and to keep costs to a minimum. It also allows the simplicity of payments by keeping it to one invoice per month, instead of several invoices from various suppliers. This will ensure that the syndicate will proceed without any delays to train the horse, stop orders and embarrassment being caused to the syndicate by any non-paying shareholder.

The trainer's daily training rate is \$157.30 including GST.

- e. **Accounts Preparation Fee (APF)** – Group One Thoroughbreds **DOES NOT** charge an Account preparation Fee. The account Preparation fee is **INCLUDED** in the Monthly Management Fee which includes Preparation of the Partnership's annual accounts including.
- a) The Opening and maintaining a separate bank account in respect of the Racing Partnership which account maybe used for the deposit and payment of moneys relating to the operation of the Racing Partnership.
 - b) Accounts/Bookkeeping services rendered.
 - c) Providing or arranging for the provision of all necessary accounting, taxation and legal advice to the Syndicate.
 - d) Keeping a register of Owners, which contains their names, addresses, contact details (including telephone and facsimile numbers and email addresses), and the number of Shares held by each Owner, the date upon which the Owner was entered in the register and the date upon which any person ceased to be an Owner.
 - e) If required by ASIC or the Lead Regulator:
 - i. making available all the records of the Syndicate, including the Accounts, secretarial records, share register and transfer journal;
 - ii. providing all information requested in relation to the Syndicate; and
 - iii. lodging a copy of the Accounts and all other documentation relating to the performance of the Syndicate forwarded to Owners at the same time as the Accounts and such other documentation is forwarded to the Owners.
- f. **Default** – Should any Shareholder neglect payment of the Ongoing Expenses as described in Section F(a) & (b) of the Partnership Agreement 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 Reminder Notice 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 First 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 Thoroughbreds Accounts Department to finalise their outstanding account. Should payment not be received with that 7-day period, all horse progress reports and updates maybe switched off and 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 -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 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 Private or 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. Further to Section F(g)(i), 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 Private or 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 Ongoing Expenses via direct deposit are advised that should their payment be late over 2 consecutive months, may lose the privilege of paying directly and will be placed back onto our direct debit payment method which is the common policy of Group One Thoroughbreds.

iv. Furthermore, the Shareholder's account may be passed onto a Debt Collector for recovery and will attempt to establish monetary protection of industry suppliers and this Syndicate. The Lead Regulator have placed a regulation that all suppliers, trainers, etc. are to be paid in a timely fashion by Shareholders, Syndicates and Syndicate Managers to maintain their accounts and prevent a horse from continuing work.

v. If a shareholder defaults on payment, a late fee of \$10 will be charged on your account and an interest rate of 10% accumulated daily after 30 days will be

charged on your on overdue account/s and will be invoiced on the following month's bill.

vi. 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.

G. Ownership, Redemption and Withdrawal

Ownership

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.

The Owner agrees not to reproduce any of Group One Thoroughbreds branding, Intellectual Property, merchandise or social media publication for financial gain.

Redemption and Withdrawal

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.

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

H. 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:

g. 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.

v. 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.

I. Distribution from Sale or Stud and or Breeding

In the event that the Horse is sold or is deceased or stolen, 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.

Breeding fillies at the end of its race career - Should 51% of Shareholders vote to retire or send a filly/mare to a good home, Group One has the discretion and first right of refusal to put together a breeding partnership (this may be with a company/business/stud farm) and give all Shareholders the opportunity to remain Shareholders in the partnership or sell or relinquish their shares. A 50% vote is required by Shareholders in order to breed a filly/mare if they decide not to retire or sell a filly/mare and Shareholders should note that a new Breeding Partnership Agreement (BPA) will replace this Partnership Agreement by a related, but separate entity.

J. 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. Should there be any other voting matters relative to the horse and its future, all shareholders must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote).
- iii. The trainer, as stated in Clause 11 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 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.

- iv. 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 either sold or relinquished. It is ownership much like the purchase of a property or home and is for the term of the racing career of the horse. (Refer to Section G of the Partnership Agreement)
- v. 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 51% 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 H of the Partnership Agreement. 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 I of the Partnership Agreement.

- vi. Early Termination Fee: In the unlikely event that a Manager is removed, an early termination fee will apply to the Syndicate. Every shareholder will be obligated to pay their Management Fee for the duration of a 6-month period in advance at the time of removal of the Manager. If payment does not materialise, the Management Fee will continue to be charged on a monthly basis up to the time that payment is completed in full by ALL shareholders of the syndicate.

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 H of the Partnership Agreement.

- vii. 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.
- viii. 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.

K. Prize-money Distribution

All prizemoney won by the Horse will be deposited into the managed account of the Horse and distributed 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, 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.

Group One Thoroughbred **DOES NOT** take any prize money.

L. Trophies and Prize Distribution

In an event the horse wins a trophy, the Manager will receive the original trophy in accordance with the Rules of Racing (AR 63 (2c)) and will be entitled to retain it. If any Owner wishes to acquire a replica of the trophy, the Manager will endeavor to procure the same at the best price and provide to such Owner the details of the Supplier of the trophy.

Should there be an item that is not listed in the racebook with a dollar value, such as a saddle cloth or rug, such items will be auctioned off and the proceeds of the auction will be distributed to one or more industry related charity organisations at Group One's discretion. A receipt acknowledging payment to the organisation will be supplied to the Shareholders to validate payment.

M. Buy Now Pay Later BNPL (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 and is considered as a Loan Agreement. This incentive enables Shareholders to purchase shares in the horse on offer, over 4 equal repayments.

How BNPL 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

BNPL Repayment Schedule:

1. If an owner purchases their share between the 1st and 15th of the month, their instalments will be due on the 14th of the following 3 months.
2. If an owner purchases their share between the 16th and the end of the month, their instalments will be due on the 28th of the following 3 months.

BNPL 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 Brown filly by Ole Kirk out of Amarela

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:Employer.....Occupation.....

Telephone BusinessHome

MobileFax

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 abovementioned Partnership on the basis that I will have share (s).

By signing this agreement, I agree and declare that:

I have read, understood, and agree to be bound by the Partnership Agreement, Rules of Racing and the Prospectus.

1. I am not under any disqualification or other disability under the Rules of Racing.
2. I am over the age of eighteen years.
3. I acknowledge that I have had the opportunity to obtain Bloodstock advice, independent legal and financial advice relative to my acquisition of shares in Prospectus.

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 prizemoney 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
						<input type="text"/>
Surname <input type="text"/>						
Given Names <input type="text"/>						
Postal Address <input type="text"/>						Post Code <input type="text"/>
Daytime Phone <input type="text"/>	Mobile Phone * Mobile or Email MUST be supplied. <input type="text"/>			Email <input type="text"/>		

Bank DetailsBank 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 validationNo, 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 AMARELA NZ**Authority Declaration****Please sign in the box next to the document you authorise the nominated agent to sign.**

Horse Registration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lease Application
Transfer of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lease Cancellation
Syndicate Registration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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

%