

The Racing League 2020 – Team Blackhearts Product Disclosure Statement

ARSN 643 762 609

Responsible Entity

Sire Custodians Ltd
ABN 45 005 088 371
AFSL 223671

Manager

The Racing League Pty Ltd
ABN 29 641 198 790
AFS Representative Number 001283358

You should read this PDS carefully before making a decision to invest

IMPORTANT NOTICES

This information is important and requires your attention

It is important that you read this document carefully and in its entirety prior to making your investment decision with respect to investing in The Racing League 2020 – Team Blackhearts (ARSN 643 762 609) (**Scheme**). In particular you should pay careful consideration to the risk factors outlined in Section 6 and the tax implications in Section 9 of this document as they relate to your personal investment objectives, financial circumstances and needs. The potential tax effects of an investment in the Scheme will vary between Unit Holders. Other risk factors may exist in addition to those identified in this document which should also be considered in light of your personal circumstances. If you have any queries or uncertainties relating to aspects of this document or an investment in the Scheme, please consult your adviser before deciding whether to invest.

The issuer

This document is a Product Disclosure Statement (PDS) for the purposes of Part 7.9 of the Corporations Act and has been issued by Sire Custodians Ltd (ABN 45 005 088 371, AFSL 223671) (**Responsible Entity**) as the Responsible Entity of the Scheme.

Date

This PDS was prepared in consultation with the Manager in accordance with the Corporations Act. This PDS is dated 10 September 2020. This PDS has not, and does not need to be, lodged with ASIC, and ASIC does not take any responsibility for the contents of this PDS or the merits of the investment to which this PDS relates.

Not investment advice

The information contained in this PDS should not be taken as financial product advice and has been prepared as general information only without consideration for your personal investment objectives, financial circumstances or needs.

In particular, you should pay careful consideration to the risk factors outlined in Section 6 in light of your personal circumstances, recognising that other risk factors may exist in addition to those identified and should also be considered before deciding whether to invest.

If you have any queries or uncertainties relating to aspects of this PDS or the offer of Units in the Scheme, please consult your stockbroker, accountant, or other independent financial adviser before deciding whether to invest.

Similarly, the tax implications of your investment will vary depending on your personal financial circumstances and investment objectives. You should consider the tax implications outlined in Section 9 of this PDS and obtain your own professional taxation advice prior to deciding whether to invest in this offer for Units in the Scheme.

Rights and liabilities attached to Units

Details of the rights and liabilities attached to each Class of Units are set out in Section 1 and in the Constitution, a copy of which will be made available for inspection at the registered office of the Responsible Entity within normal trading hours.

Electronic PDS

An electronic copy of this PDS may be viewed online by Australian Unit Holders at www.trl.net. If you access the PDS electronically, please ensure that you download and read the PDS in its entirety. The offer to which this PDS relates is available to persons receiving this PDS (electronically or otherwise) in Australia only.

A paper form of this PDS can be obtained, free of charge, by contacting the Responsible Entity at advisory@sirecustodians.com.au.

Applications for Units in the Scheme will only be considered if applied for via the online Application Form or via The Racing League Support Centre at help@trl.net.

The Corporations Act prohibits any person from passing the Application Form on to another person unless it is accompanied by this PDS in its paper form or the complete and unaltered electronic form.

Overseas Unit Holders

This PDS has been prepared to comply with the requirements of Australian law and is only being made to Unit Holders in Australia.

This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

Distribution of this PDS outside of Australia (whether electronically or otherwise) may be restricted by law. Persons who receive this PDS outside of Australia are required to observe any such restrictions. Failure to comply with such restrictions may find you in violation of applicable securities laws.

Any person subscribing for Units in the Scheme shall by virtue of such subscription be deemed to represent that they are not in a jurisdiction which does not permit the making of an offer or invitation as detailed in this PDS and are not acting for the account or benefit of a person within such jurisdiction.

Neither the Responsible Entity nor the Manager, including their respective directors, officers, employees, agents, partners, advisers, or consultants, accepts any liability or responsibility to determine whether a person is able to participate in the offer for Units in the Scheme.

Updated information

Information regarding the Scheme may change from time to time. Any updated information about the Scheme that is considered not materially adverse to Unit Holders will be made available on the Manager's website: www.trl.net and the Responsible Entity will provide a copy of the updated information free of charge to any eligible Unit Holder who requests a copy by contacting the Responsible Entity at: advisory@sirecustodians.com.au .

In accordance with its obligations under the Corporations Act, the Responsible Entity may issue a supplementary PDS to supplement any relevant information not disclosed in this PDS. You should read any supplementary disclosures made in conjunction with this PDS prior to making any investment decision.

Financial information

Unless otherwise specified, all financial and operational information contained in this PDS is believed to be current as at the date of this PDS.

All currency amounts are in Australian dollars unless otherwise specified.

No financial forecasts are made in this document.

Photographs, diagrams, and artist's renderings

Photographs, diagrams, and artist's renderings contained in this PDS that do not have accompanying descriptions are intended for illustrative purposes only. They should not be interpreted to mean an endorsement of this PDS or its contents by any person shown in these images. Furthermore, assets not accompanied by a description should not be interpreted as being owned by the Responsible Entity or the Scheme.

Diagrams used in this PDS are also intended

for illustrative purposes only and may not be drawn to scale.

Definitions, abbreviations, and other information

Explanations of defined terms and abbreviations used throughout this PDS can be found in the Glossary (Section 12).

Unless otherwise stated or implied, references to times in this PDS are [AEST]. Similarly, references to dates or years in this PDS are financial years unless otherwise stated or implied.

Rounding of the figures provided in this PDS may result in some discrepancies between the sum of components and the totals outlined within the tables and percentage calculations.

Disclaimer

No person is authorised to give any information, or to make any representation, in connection with the offer for Units in the Scheme that is not contained in this PDS.

Any information or representation that is not in this PDS may not be relied on as having been authorised by the Responsible Entity in connection with the offer for Units in the Scheme. Except as required by law, and only to the extent so required, neither the Responsible Entity, nor any other person, warrants or guarantees the future performance of the Scheme, the repayment of capital, or any return on any investment made pursuant to this information.

Further questions?

If you have any queries relating to aspects of this PDS please email: help@trl.net .

CONTENTS

| | | |
|-------|---|----|
| 1. | WELCOME TO THE SCHEME..... | 4 |
| 1.1 | Overview | 4 |
| 1.2 | Structure of Scheme | 4 |
| 1.3 | Offer and acquisition process | 4 |
| 1.4 | The Responsible Entity | 5 |
| 1.5 | The Manager..... | 5 |
| 1.6 | Prize money..... | 5 |
| 1.7 | Registered with ASIC | 5 |
| 2. | SCHEME AT A GLANCE | 7 |
| 3. | HOW THE SCHEME WORKS | 10 |
| 3.1 | Becoming a Unit Holder in the Scheme | 10 |
| 3.2 | What you receive when you make an investment..... | 10 |
| 3.3 | Trainers..... | 10 |
| 3.4 | Insurance | 10 |
| 3.5 | The Racing League..... | 10 |
| 3.6 | How to keep track of your investment | 11 |
| 3.7 | Code of conduct | 11 |
| 4. | MANAGER AND OTHER THIRD-PARTY SERVICE PROVIDERS | 12 |
| 4.1 | Manager | 12 |
| 4.2 | Directors of the Manager | 12 |
| 5. | WHAT ARE THE BENEFITS OF INVESTING IN THE SCHEME? | 13 |
| 6. | WHAT ARE THE RISKS OF INVESTING IN THE SCHEME? | 15 |
| 6.1 | Scheme specific risks | 15 |
| 6.2 | General risks..... | 17 |
| 7. | COMMONLY ASKED QUESTIONS | 18 |
| 8. | FEES AND OTHER COSTS..... | 20 |
| 8.1 | Consumer Advisory Warning | 20 |
| 8.2 | Costs of the Units | 20 |
| 8.3 | Fees and other costs | 20 |
| 8.4 | Example of fees and costs | 22 |
| 8.5 | Additional explanation of fees and costs | 22 |
| 9. | TAXATION | 25 |
| 10. | ADDITIONAL INFORMATION..... | 26 |
| 10.1 | Constitution of the Scheme | 26 |
| 10.2 | Compliance Plan | 26 |
| 10.3 | Material contracts | 26 |
| 10.4 | Keeping you informed | 27 |
| 10.5 | Continuous disclosure | 27 |
| 10.6 | Cooling off | 27 |
| 10.7 | Complaints | 27 |
| 10.8 | Privacy | 28 |
| 10.9 | Directors' authorisation | 28 |
| 10.10 | Consents | 28 |
| 10.11 | Labour standards or environmental, social or ethical considerations | 29 |
| 10.12 | Anti-money laundering laws..... | 29 |
| 10.13 | Payments to related parties | 29 |
| 10.14 | Documents available for inspection | 29 |
| 11. | HOW TO APPLY..... | 30 |
| 12. | GLOSSARY..... | 31 |
| 13. | CORPORATE DIRECTORY | 32 |

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1. WELCOME TO THE SCHEME

1.1 Overview

The Scheme is designed to afford investors an opportunity to participate, through the Scheme, in the ownership and racing of quality thoroughbred horses trained by reputable and well-known trainers. By holding Units in the Scheme, Investors may spread both the costs and inherent risks associated with owning and racing thoroughbred racehorses.

1.2 Structure of Scheme

The Scheme is structured as an unlisted Unit trust. The Responsible Entity accepts money from different Investors which is pooled and collectively used to acquire the Horses. Scheme levies are used to meet the costs of operating the Scheme.

The beneficial interest in the Scheme is divided into Units. Each Unit confers on the holder of that Unit (**Unit Holder**) an undivided interest in the assets of the Scheme in the same proportion as that Unit number bears to the total number of Units on issue. However, a Unit does not confer on the Unit Holder any entitlement to a specific asset of the Scheme or to any part of the assets.

The Scheme is established under a Constitution.

The Unit Holders will:

- (1) benefit from racing the Horses, including a proportion of any prize money earned from racing the Horses and any sale proceeds which may be realised if or when a Horse is sold; and
- (2) be responsible for the Periodic Class Dues and Capital Contributions set out Section 8 (*Fees and other costs*) of this PDS and used in:
 - (i) acquiring, maintaining, training, and racing the Horses; and
 - (ii) operating the Scheme.

Applicants for Units must be eligible to be an owner under the Australian Rules of Racing and if a Unit Holder becomes ineligible to be an owner that Unit Holder must within 7 days notify the Manager and make arrangements to transfer or surrender the Unit(s) held.

1.3 Offer and acquisition process

This PDS explains the benefits and risks of acquiring Units and provides information to Investors about special features of investing in the Units, the price range in which the Horses will likely be acquired, and the fees and costs associated with the Scheme.

It is proposed that the Responsible Entity will seek investment of at least the **Minimum Subscription Amount** for the Scheme of \$500,000 up to a **Maximum Subscription Amount** for the Scheme of \$2,000,000.

The **Application Price** payable by each Investor when applying for a Unit or Units is \$200 per Unit.

The Application Price per Unit is payable by each Investor when applying for a Unit or Units which will be applied by the Responsible Entity towards the acquisition price of the initial Horses to be acquired for the Scheme.

If the **Minimum Subscription Amount** for the Scheme is reached, Investors will then be issued with Units and the Responsible Entity will authorise the Manager to proceed to acquire suitable horses for the Scheme. The subscription money will exceed the amount required by the Responsible Entity to acquire the Horses.

If the **Maximum Subscription Amount** for the Scheme is achieved the Manager will use best

endeavours to acquire between 6 to 10 suitable horses for the Scheme, being a combination of yearlings and tried horses. If only the **Minimum Subscription Amount** is achieved, then this may reduce proportionately the number of suitable horses the Manager is able to acquire for the Scheme.

If the **Minimum Subscription Amount** IS NOT reached on or before the Offer closing date, then the Units will not issue, and the Applicants will receive a full refund of the application moneys they have paid.

Until the **Minimum Subscription Amount** is met, and the Units issued, the application moneys received will be held in a trust account designated for application moneys. Such moneys will not be invested in an interest-bearing account and no interest will be paid to the Applicants by the Responsible Entity.

Applications will be limited to a maximum of 50 Units, unless the Responsible Entity at its discretion consents to the applicant acquiring and holding a higher number of Units.

Unit Holders will be required to make payments of Periodic Class Dues and Capital Contributions in order to fund the operation of the Scheme. Please see Section 8 (*Fees and other costs*) of this PDS for information about the Periodic Class Dues, Special Levies and Capital Contributions that a Unit Holder will be required to pay in connection with the ownership of Units.

1.4 The Responsible Entity

The Responsible Entity is SIRE CUSTODIANS LTD (ABN 45 005 088 371), which holds an Australian Financial Services Licence: AFSL 223671.

The Responsible Entity was incorporated in 1975 and specialises in the establishment and operation of Horse Racing and Horse Breeding (Stallion) Schemes. It has held its current AFSL since 2002.

The Manager operates as an authorised representative [AFS Representative Number: 001283358], of the Responsible Entity in relation to the financial services that it provides in connection with the Scheme.

The Responsible Entity is a member of the Australian Financial Complaints Authority Limited (ABN 38 620 494 340), an external dispute resolution body (member number 11316).

1.5 The Manager

The Responsible Entity has engaged THE RACING LEAGUE PTY LTD (ABN 29 641 198 790) as the Manager of the Scheme. The Manager has relevant expertise in horse racing and is regarded as able to procure the services of various persons, including bloodstock consultants, veterinarians, and horse trainers, and to monitor the provision of services to the Scheme.

1.6 Prize money

The primary purpose of the Scheme is to provide access to racing and direct entertainment, achieved via the acquisition and racing of suitable horses with the objective of winning prize money and enhancing their residual value.

The Horses will be chosen by the Manager. However, neither the Manager nor the Responsible Entity makes any representation or gives any warranty that the Horses will win any races or prize money or have any significant residual value.

1.7 Registered with ASIC

The Scheme is a registered managed investment scheme. The Constitution and the Compliance Plan that detail how the Scheme will be operated and monitored, have been lodged with ASIC.

This PDS was prepared by the Responsible Entity. It has not (and is not required to be) lodged with ASIC. The Responsible Entity will notify ASIC that this PDS is in-use in accordance with the

requirements of the Corporations Act 2001. ASIC has no responsibility for the contents of this PDS. This PDS is available electronically via the Manager's website: www.trl.net .

Investing in the Scheme is not without risk and you may lose some or all of your investment. It is important that you read and understand each of the risks set out in Section 6 (*What are the risks of investing in the Scheme?*).

You should read this PDS in its entirety before deciding to invest.

2. SCHEME AT A GLANCE

The table below provides a summary of key features of the Scheme:

| Feature | Description |
|------------------------------------|--|
| <p>What is the Manager's role?</p> | <p>The Manager is responsible for:</p> <p>Communication</p> <p>All communications:</p> <ul style="list-style-type: none"> ➤ with the Unit Holders in the Scheme. ➤ With the trainers of the Horses. ➤ with all third parties who provide services in relation to the Horses. <p>Important Notice: Unit Holders are not authorised to contact the trainers of the Horses directly</p> <p>Horse Management</p> <ul style="list-style-type: none"> ➤ identifying and acquiring suitable horses for the Scheme. ➤ facilitating the naming of the Horses. ➤ arranging for the designated trainers to take possession and day-to-day control of the Horses for the purpose of: <ul style="list-style-type: none"> • training and racing it to best advantage; • caring for and maintaining it, including (without limitation) providing stabling and ancillary facilities, equipment and gear, feed and supplements; • providing or as the agent of the Manager procuring agistment and pre-training; and • as the agent of the Manager procuring the services of such third-party service providers as the trainer considers necessary, including chiropractic care, dentistry, farriery, veterinary care and transportation. ➤ determining in consultation with the designated trainer of each Horse its racing program and also the jockey who will ride it in each of its races. ➤ determining when each Horse is sold and the most suitable method of sale. ➤ ensuring that each Horse, if retired from racing and considered by the Manager to be not suitable for breeding, but suitable for retraining and rehoming as an equestrian or riding horse, is retrained and rehomed. <p>Arranging mortality insurance cover</p> <ul style="list-style-type: none"> ➤ See Section 3.4 (<i>Insurance</i>) of this PDS. |

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| | <p>Physical Events</p> <ul style="list-style-type: none"> ➤ all events, such as race day functions, barrier trial attendance and stable visits are the responsibility of the Manager. <p>The Racing League</p> <ul style="list-style-type: none"> ➤ See Section 3.5 (<i>The Racing League</i>) of this PDS. |
| Who can invest? | Any individual over the age of 18 years and any corporate entity. |
| How do I access your services? | Go to www.trl.net or contact 1300 771 913. |
| How much can I invest? | The Application Price for 1 Unit is \$200. The minimum number of Units that an Investor must subscribe for is one (1) (Minimum Holding). |
| How long can I invest for? | An investor is buying a Unit for an indefinite period, as there is no specified end date of the Scheme. The Scheme will continue to operate until it is determined that the Scheme be wound up in accordance with the Constitution or by order of a court of competent jurisdiction. |
| What does the Manager apply my investment money to? | Your application money is applied toward an investment in Units. The money raised will be applied in acquiring suitable horses for the Scheme. |
| What return do I receive for my investment? | The objective of the Scheme is to generate income in the form of prize money or bonuses earned by the Horses. As the prospect of winning races and prize money is entirely speculative, no income projections are made. |
| When do I receive payments? | The Responsible Entity will distribute Distributable Entitlements of capital and income at least annually. However, the Responsible Entity may distribute more frequently and, subject to any right of the Responsible Entity to retain money on account of any Special levies, will seek to make distributions at least quarterly. |
| What fees and charges, including ongoing capital contributions, do I pay? | See section 8.5 of this PDS (<i>Additional explanation of fees and costs</i>) |
| What happens if I don't pay fees and charges when due? | The Responsible Entity has the right to charge interest or late fees and can transfer (including sell or otherwise dispose of) or cancel your Unit(s). |
| How do I withdraw funds? | The Unit Holders will have no right to require the Responsible Entity to redeem Units or to buy them back at any time during the life of the Scheme. However, Unit Holders may transfer Units to some other person with the approval of the Responsible Entity, at its discretion. |
| Are there risks in investing? | Yes, there are risks which may lead you to lose some or all of your investment. It is important that you read and understand each of the risks set out in Section 6 (<i>What are the risks of investing in the Scheme?</i>). |

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| <p>What happens at the end of a Horse's racing career?</p> | <p>Horses considered to have a commercial value will be sold by such means as the Manager considers appropriate, at its discretion (subject to the approval of the Responsible Entity). All net proceeds, after payment of any costs, expenses, and liabilities will constitute Distributable Capital and be distributed to Unit Holders proportionately in the same proportions as the number of Units held to the number of Units on issue.</p> |
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3. HOW THE SCHEME WORKS

3.1 Becoming a Unit Holder in the Scheme

Applications to become a Unit Holder are made online or via the support centre. Investors should go to www.trl.net .

If you decide to invest, read the PDS and fill in the application form. You will be required to confirm your identity by entering specific information and nominate a bank account for the payment of your proportion of distributions of any prize money and proceeds.

Applicants should note that the Responsible Entity has the right to accept or reject any application for Units, whether in whole or in part, in its absolute discretion and has no obligation to give any reason if it rejects an application.

3.2 What you receive when you make an investment

The beneficial interest in the Scheme is divided into Units.

The Responsible Entity will use the money raised by the issuing of Units to acquire suitable horses for the Scheme.

The Manager will then appoint a trainer for each of the Horses and procure the services of other third parties (as required) to care for, train and race them to best advantage for the benefit of the Unit Holders.

3.3 Trainers

The Manager will appoint a trainer for each of the Horses with consideration of:

- (a) the trainer's track record evidencing success at training thoroughbred horses;
- (b) demonstrating the ability to provide a quality ownership experience; and
- (c) the Unit Holders' preferred trainer (to be determined by a vote of Unit Holders).

3.4 Insurance

Ordinarily, the Horses WILL NOT be insured for mortality or other insurable risks, EXCEPT in the following circumstances:

- (a) each Horse acquired for the Scheme as a new/replacement Horse will be insured from the fall of the hammer until the Horse is formally acquired by the Scheme and paid for; and
- (b) any Horse that is considered by the Manager to have a commercial value significantly above its initial purchase price [for example a Group winning Colt with residual value as a stallion] may be insured by the Manager (with the approval of the Responsible Entity) and the premium attaching to the insurance cover will be a Scheme operating expense payable by the Unit Holders by the issuing of a Special Levy.

3.5 The Racing League

"The Racing League" is a sporting concept designed to increase Unit Holder participation in the operation of the Scheme, and by so doing enhance the overall ownership experience for Unit Holders. The Manager intends to offer Unit Holders the opportunity to participate in deciding upon a Horse to be traded each year, and for the Scheme to participate with the other Schemes also managed by the Manager in a points-based competition. More details in relation to "The Racing League" will be provided by the Manager in due course.

This concept is intended to compliment, rather than exclude or replace, any of the terms of the Constitution, or any of the information provided in this PDS as to how the Scheme will operate.

The concept of trading a Horse each year is consistent with the Scheme's objective to maintain

a consistent number of competitive Horses from year-to-year for the life of the Scheme.

3.6 How to keep track of your investment

The Manager will issue regular digital progress reports on each of the Horses and make additional information available via its website: www.trl.net .

3.7 Code of conduct

The Responsible Entity and the Manager want to make ownership a pleasurable experience for all Unit Holders. All Unit Holders are governed by the Australian Rules of Racing and are expected to act in the best interest of racing, the Scheme Horses and all parties associated with the Scheme. A copy of the Rules of Racing can be obtained from the Racing Australia Limited website: www.racingaustralia.com.

4. MANAGER AND OTHER THIRD-PARTY SERVICE PROVIDERS

4.1 Manager

THE RACING LEAGUE PTY LTD (ABN 29 641 198 790) is the Manager responsible for the day to day running of the Scheme.

The Manager is majority-owned by 99SPORTS PTY LTD (ABN 17 139 338 051), which is in the business of providing communications systems within the thoroughbred horse racing industry between breeders, trainers, and owners.

The Manager operates as an authorised representative (AFS Representative Number 001283358) of the Responsible Entity in relation to the financial services that it provides in connection with the Scheme.

4.2 Directors of the Manager

The directors of the Manager are MESSRS STEVEN KITCHENER BROWN, TERRY KENNEDY, and RYAN WILSON. A summary of the experience of each director is provided below, noting this is correct at the time of writing:

- *Steven Kitchener Brown [Director & Secretary]*

Steven is an experienced racehorse owner and breeder. He has been the principal of Kitchwin Hills Stud at Scone in the Hunter Valley for more than 20 years and has 28 years' experience in financial markets at Bankers Trust, JP Morgan & Citigroup.

Steven has a successful track record managing teams and growing businesses. He possesses a strong appreciation of stakeholder outcomes.

Steven sees mainstream ownership as a significant potential growth channel for racing and is motivated by a passion to change the game.

- *Terry Kennedy [Director and General Manager Commercial]*

Terry is an award-winning racing journalist and a distinguished sports commentator, including rugby league, the Olympic and Commonwealth Games.

- *Ryan Wilson [Director and Manager Business Development]*

Ryan has 15 years' experience trading derivatives and equities, and in recent years has focused on private equity consulting and fundraising.

5. WHAT ARE THE BENEFITS OF INVESTING IN THE SCHEME?

Investing in the Scheme is not without risk. It is important that as well as reading the benefits of investing set out below, you read and understand each of the risks set out in Section 6.

| Significant benefits | Description |
|--|--|
| Participation in Horse racing | <p>An investment in the Scheme allows you to participate indirectly in the Horse racing industry.</p> <p>The Scheme will be professionally managed on behalf of the Unit Holders. The Manager will work closely with the trainers of the Horses to ensure that the Horses are exposed to high quality racing programs, jockeys, and other important career management decisions.</p> <p>As a Unit Holder in the Scheme you will receive at least the same level of communication from the trainer (via the Manager) of your Scheme Horses as the trainer would normally provide directly to the owners of other horses.</p> <p>The trainers of the Horses are expected to provide to the Manager video, voice, and photo updates on a regular basis which the Manager will distribute to the Unit Holders.</p> |
| Distributable Income (prize money and other winnings or bonuses) | <p>All net prize money won by the Horses (subject to the Responsible Entity's right to retain money to meet any Special Levies (issued or contemplated) will be treated as Distributable Income comprising Distributable Entitlements for the relevant Accounting Period and will be distributed to the Unit Holders in the same proportion as the number of Units held bears to the total number of Units on issue.</p> <p>All prize money and other winnings will be subject to Racing Australia guidelines, including but not limited to the trainer, jockey, and strapper fund collections.</p> |
| Other ownership rights | <p>An investment in the Scheme will afford you the opportunity to experience other owners' benefits, including:</p> <ul style="list-style-type: none"> • (naming rights) the Unit Holders will have the opportunity to make a nomination on the naming of each of the "Unnamed" Horses acquired by the Scheme. A democratic voting system will decide on the winning name. • (enclosure ticketing) Race clubs allocate limited racecourse and mounting enclosure ticketing to the owners of each horse on race days. The Manager may retain no more than 2 such tickets for its own use and ballot the remaining tickets amongst the other Unit Holders intending to attend the race day and negotiate with various tracks with respect to any additional benefits and access where practicable. |

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| <p>Distributable Capital (sale proceeds)</p> | <p>Each Horse of commercial value will be sold at the conclusion of its racing career by such means as the Manager considers is appropriate, at the Manager's discretion (subject to the approval of the Responsible Entity).</p> <p>A Horse, or an interest in a Horse, may be sold during its racing career if the Manager considers this to be in the best interests of the Unit Holders.</p> <p>Net proceeds (sale price, less selling costs and other allowable payments to the Manager and other parties) will be treated as Distributable Capital comprising Distributable Entitlements for the relevant Accounting Period and will be distributed to the Unit Holders in the same proportion as the number of Units held bears to the total number of Units on issue.</p> |
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6. WHAT ARE THE RISKS OF INVESTING IN THE SCHEME?

All investments carry risk. Different strategies may carry different levels of risk, depending on the assets that make up the strategy. The likely investment return and the risk of losing money are different for every investment. Assets with the highest long-term returns may also carry the highest level of short-term risk.

The risks outlined in Section 6.1 below have been identified by the Responsible Entity, but they are not intended to be a complete list and do not take account of your personal circumstances. So that your personal circumstances can be considered, it is recommended that you:

- (a) read the whole of this PDS to fully appreciate these matters;
- (b) think about your tolerance to risk and how the potential investment risks of this Scheme may affect you; and
- (c) seek your own legal, financial and tax advice before deciding to invest.

Investment in thoroughbred Horses is highly speculative.

6.1 Scheme specific risks

- (1) **(Dependence on the Manager)** The Responsible Entity has engaged the Manager to manage the day-to-day operation of the Scheme. The Manager is contractually obliged to continue acting as the Manager and if it fails to do so, then the Responsible Entity has the right to appoint an alternate third-party manager. There are risks attached to the Responsible Entity's dependence on the Manager, including:
 - (a) reliance on the skill and expertise of the Manager to acquire, manage, maintain, and market the Horses, as well as the manner in which these functions are carried out;
 - (b) the way in which the Manager selects the Horses and then manages them for the Unit Holders; and
 - (c) changes in the personnel of the Manager which may reduce its skill level in managing the Horses.
- (2) **(Dependence on the third-party service providers)** The Manager will engage the services of various third-party service providers to provide services in relation to the operation of the Scheme, including various bloodstock consultants, veterinarians, and licensed trainers. There are risks attached to the Manager's and Responsible Entity's dependence on those third parties, including (without limitation) the risk that a third party fails to effectively provide the services and support that it was contracted to provide.
- (3) **(Risks associated with Horses)** Risks specifically associated with the Horses of the Scheme include that:
 - (a) there is no guarantee or assurance:
 - (i) as to when a Horse will commence racing;
 - (ii) that a Horse will have:
 - o the ability to win any races or prize money; or
 - o any significant residual value either at any time during or at the end of its racing career;
 - (b) a Horse being an entire may require gelding in an attempt to enhance racing performance, as most colts require gelding;

- (c) the value of each of the Horses will likely fluctuate while being owned by the Scheme and will be affected by market forces, its race performances, and its suitability for breeding at the end of its racing career; and
 - (d) a Horse may die or its value be diminished by market forces or the materialization of an inherent risk, including (without limitation) accident, illness, infertility or sub-fertility, injury, or natural cause, or its failure to compete in or win any races.
- (4) **(Dependence on payment of costs)** The cash flow required for the effective operation of the Scheme is dependent upon Unit Holders paying their Periodic Class dues and Special Class Levies when required. If a substantial number of Unit Holders fail to pay their Periodic Class dues or Special Class Levies, the Scheme may have inadequate funds to function and particularly, may be unable to pay the costs associated with the maintenance of the Horses. The Constitution empowers the Responsible Entity to forfeit and sell the Unit(s) of any Unit Holder who fails to pay amounts due. Alternatively, the Scheme can be wound up if outstanding levies are substantial.
- (5) **(Forfeiture)** You will be in default if you fail to pay an amount when due and payable. If you are in default, then the Responsible Entity may:
- (a) accelerate any remaining payments which are payable by you;
 - (b) impose late fees on you;
 - (c) charge interest on any outstanding amount owing to the Responsible Entity which accrues daily; or
 - (d) require the Manager to effect the transfer, sale or other disposal (including forfeiture) of your Units. If a sale is achieved, then the costs of sale and of administering the sale process may be offset against the sale proceeds, with the balance payable to you or otherwise as required by the Constitution.

The Responsible Entity may bring an action against a Unit Holder to collect all amounts due, including interest, late charges, and costs. In the event Units are owned by more than one person or entity, such holders are jointly and severally liable for all amounts due and payable in relation to those Units. The Responsible Entity is not obligated to sell the Units within any specific period of time and in any event may be unable to do so. The liability for ongoing costs associated with the ownership of Units may not be avoided by abandoning those Units.

- (6) **(Industry conditions)** Changes in the thoroughbred industry or market conditions could have a positive or negative impact on your investment during the time that you are a Unit Holder, including:
- (a) variability in the level of demand for related thoroughbred horses and thoroughbred horses of equivalent calibre both at public auction and by private treaty;
 - (b) variability in the level of supply of related thoroughbred horses and thoroughbred horses of equivalent calibre both at public auction and by private treaty;
 - (c) any other change in the current conditions affecting investment in the thoroughbred horse racing and horse breeding industries, including level of prize money and taxation benefits available to thoroughbred breeders; and
 - (d) It is also possible that restrictions in the racing of thoroughbred horses or an outright ban on horse racing could occur in any or all the Australian states in which a Horse may be raced. If that occurs, it is likely that the market for thoroughbred racehorses will cease, in which case there will be no market for the disposal of the Horse. If that occurs, you may lose all your investment, there will be no further prize money and there may be a period of time when you are still required to pay the costs associated with the maintenance and welfare of the Horse.

- (7) (**Illiquid investment**) Your Units in the Scheme will be illiquid, and they are not traded on any market. Your investment may only end when the Horses die or are sold.
- (8) (**Asset nature**) The lack of diversity in the nature of the assets of the Scheme may not suit your investment needs.
- (9) (**Technology**) The ownership experience has a high digital component. There is a risk that the technology platform used to deliver unique personal reports from trainers, fails.

6.2 General risks

- (1) (**Volatility**) Generally, the higher the potential return for the investment, the higher the risk, and the greater the chance of fluctuation in returns (including the possibility of losses) that may occur over time (especially over shorter periods of time).
- (2) (**Inflation**) Your investment in the Scheme may not keep pace with inflation.
- (3) (**Economic downturn**) The Scheme will be exposed to the direct and indirect consequences of changes in the state of the economy generally, including inflation risks, interest rates, market and investment sentiment and other changes in the economic factors that affect a particular industry or market sector, as well as other factors over which the Responsible Entity has no control.
- (4) (**Force majeure**) A force majeure is an unexpected event such as war, a criminal act or a natural disaster results in one or more parties to a contract being unable to fulfil their obligations. A force majeure event could be significant enough to impact the business of the Scheme and cause Unit Holders to suffer higher than anticipated financial loss.
- (5) (**Legal and regulatory**) Changes in laws or their interpretation, including taxation and corporate regulatory laws, practice and policy could have a negative impact on your investment in the Scheme and changes in State or Federal Government policy may occur during the time that you are a Unit Holder.
- (6) (**Investment objective**) Investment objective risk is the risk that your choice of investments will not meet your objectives. One measure of an investment's risk is how much the returns vary from period to period. The greater the variance in returns, the more likely returns will differ from those expected over a given time period.

7. COMMONLY ASKED QUESTIONS

This section contains a selection of commonly asked questions about the Scheme. If you have any other questions, please contact the Manager by email at help@trl.net.

| Question | Answer |
|--|--|
| Trophies/Race Day memorabilia | All trophies won by a Horse may be auctioned/raffled amongst the Unit Holders, with the proceeds to be donated to a chosen Scheme charity. |
| Horse Welfare | The Manager aims to place the wellbeing of the Horses as the first priority and as such will take all measures to ensure their wellbeing. |
| Trainer Updates | As a Unit Holder in the Scheme you will receive via the Manager at least the same level of progress reporting from the trainer (via the Manager) as is normally provided by the trainer directly to the owners of other horses. Trainers are expected to provide video, voice, and photo updates on a regular basis. |
| Naming Process | All Unit Holders will have the opportunity to make a nomination on the naming of each "Unnamed" Horse for the Scheme. A democratic voting system will then decide on the winning name. Only Unit Holders can vote on the final name for a Horse. |
| Enclosure Ticketing | Current race club rules provide for an allocation of owner's enclosure tickets only on race day. The Manager will retain up to 2 tickets and ballot the remaining tickets amongst the Unit Holders who wish to attend the race day. |
| What will happen if a Unit Holder does not pay the Periodic Class Dues, Special Class Levies and Capital Contributions when due? | If a Unit Holder's payment defaults in relation to the payment to the Responsible Entity of any amount on account of Periodic Class Dues, Special Class Levies or Capital Contributions, the Unit Holder will have a full calendar month to pay the amount owing. If the amount is then still not paid, the Responsible Entity has the right to charge interest, to sell the Unit Holder's Unit(s), and to deduct outstanding amounts before any surplus (if any) is paid out. |
| Wind Up | The Manager will be responsible for managing the Horses. At the forefront of the Manager's objectives will be the welfare of the Horses and the best interests of the Unit Holders. If the Manager determines that racing, or continuing to race, a specific Horse is not in the interests of the Horse itself or Unit Holders, then the Horse will either be sold, or if it is considered to be of no significant commercial value, retired. |
| Manager | The Manager will work closely with the trainers of the Horses to ensure that the Horses are exposed to the best possible racing programs, jockeys, and other important career management decisions. The Manager, in conjunction with the trainer, is responsible for all decision-making in relation to each of the Horses. |

| | |
|-----------------|---|
| Trainer contact | <p>Unit Holders are PROHIBITED from contacting the trainers directly.</p> <p>Questions regarding the Horses should be directed to the Manager at help@trl.net or using the contact-functionality on the website.</p> |
| Code of conduct | <p>The Manager wants to make ownership a pleasurable experience for all Unit Holders. As a Unit Holder in the Scheme you must comply with the Rules of Racing and act in the best interests of racing and the Scheme at all times.</p> |
| Colours | <p>All Horses will race in the Scheme's colours that will be designed and voted on by Unit Holders.</p> |
| Transparency | <p>The Scheme wishes to earn a reputation for transparency and trust.</p> <p>All Horses acquired must adhere to the Manager's "Horse Acquisition Policy". No mark-ups of the purchase price will be allowed. Further, any agent or trainer who is part of the decision to acquire a Horse for the Scheme must warrant to the Manager that the agent or trainer has not received any incentive from the vendor to purchase the Horse and that no other conflicts of interest exist.</p> <p>When a Horse is retired from racing, the Manager will assess if it has a significant commercial value. If it is considered that that the Horse does have a significant commercial value, then it must be sold.</p> <p>Special Class Levies will indicate a breakdown of relevant fees and cost so that each Unit Holder is aware of how money is being applied.</p> |

8. FEES AND OTHER COSTS

8.1 Consumer Advisory Warning

The Corporations Act requires the Responsible Entity to include the following standard consumer advisory warning in this PDS. The information in the consumer advisory warning is standard across Product Disclosure Statements and is not specific to information on fees and other costs associated with an investment in the Scheme.

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.

8.2 Cost of the Units

As above, it is proposed that:

- (a) the **Minimum Subscription Amount** is \$500,000 and the **Maximum Subscription Amount** is \$2,000,000; and
- (b) the Application Price payable by each Investor when applying for a Unit or Units is \$200 per Unit.

The Application Price per Unit is payable by each Investor when applying for a Unit or Units which will be applied by the Responsible Entity towards the acquisition price of the initial Horses to be acquired for the Scheme.

If the **Maximum Subscription Amount** is achieved the Manager will use best endeavours to acquire between 6 to 10 suitable horses for the Scheme, being a combination of yearlings and tried horses. If only the **Minimum Subscription Amount** is achieved, then this may reduce the number of suitable horses the Manager is able to acquire for the Scheme.

8.3 Fees and other costs

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the Scheme as a whole.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

| Type of fee or cost | Amount | How and when paid |
|--|--|-----------------------------|
| Fees when your money moves in or out of the Scheme | | |
| <i>Establishment fee</i> The fee to open your investment | Not applicable | Not applicable |
| <i>Contribution fee</i> The fee on each amount contributed to your investment | Merchant and transaction fees are incurred in relation to the payment of Application Price and Ongoing Fee | At the time payment is made |
| <i>Withdrawal fee</i> The fee on each amount you take out of your investment | Transaction Fees are incurred when distributions of Distributable Entitlements are made | As above |
| <i>Exit fee</i> The fee to close your investment | As above | As above |

| Type of fee or cost | Amount | How and when paid |
|--|--|--|
| Management costs¹ | | |
| The ongoing fees and costs for managing your investment | | |
| Periodic Class Dues on account of operating and compliance expenses, including management fees payable to the Responsible Entity and the Manager, and fees and expenses incurred in relation to maintaining, training and racing the Horses, with the residual or surplus payable to the Manager as remuneration for operating the Scheme and providing the additional ownership experience via The Racing League | \$240 per Unit Holder annually if 1 Unit held, PLUS \$60 annually for each additional Unit held | \$20 per Unit Holder monthly if 1 Unit held, plus \$5 Per Unit Holder monthly for each additional Unit held – payable by Unit Holders by direct debit to nominated credit card |
| Capital contributions | | |
| Annual capital contribution on account of the cost of acquiring new/replacement Horses for the Scheme | \$60 per Unit annually | \$60 per Unit annually – payable by Unit Holder by direct debit to nominated credit card |
| Costs payable on sale or retirement of the Horse | | |
| <i>Performance fee</i> <ul style="list-style-type: none"> Performance fee payable to the Manager | A performance fee equal to 20% of the net profit earned by the Scheme from the sale of a Horse | Payable upon the sale of a Horse |
| <ul style="list-style-type: none"> Additional remuneration and gratuities payable to the Trainer | The Trainer's terms and conditions of training may provide for the Trainer to be paid and receive additional remuneration and gratuities, by way of example only: (a) if the Horse [being other than a colt or entire to which (b) applies] is sold for a profit, 5% plus GST of the amount by which the sale price is more than the initial purchase price (excluding GST); or (b) if the Horse [being a colt or entire] is sold or retired to stud, 5% plus GST of the sale price or agreed value (excluding GST), plus 1 Lifetime Service Rights. | Payable upon the sale or retirement to stud of the Horse to which the liability applies |
| Service fees | | |
| <i>Investment switching fee</i> The fee for changing investment options | Not applicable | Not applicable |

1. Note that these costs are estimates of the fees and costs that the Responsible Entity considers will arise in relation to the Scheme. Further information in relation to the Management costs can be found in section 8.5.

8.4 Example of fees and costs

The below tables give an example of how the fees and costs of the Units can affect your investment over a one-year period. You should use these tables to compare this product with other managed investment products.

| EXAMPLE | | | |
|--|-----------------------------|-----------------|---|
| If you acquire 1 Unit in the Scheme for \$200, you will be required to contribute the following during each year | Ongoing monthly fees | | Total of ongoing monthly fees/capital contributions payable annually |
| | Per Unit Holder | Per Unit | |
| Periodic Class Dues (Scheme levy) on account of scheme operating and compliance costs, including management fees payable to the Responsible Entity and the Manager, and Horse related expenses | \$20 | - | \$240 |
| PLUS annual capital contribution | - | - | \$60 |
| EQUALS ANNUAL COST OF 1 UNIT | | | \$300 |

| EXAMPLE | | | |
|--|-----------------------------|-----------------|---|
| If you acquire multiple Units in the Scheme for \$200 per Unit, you will be required to contribute the following during each year for each additional Unit | Ongoing monthly fees | | Total of ongoing monthly fees/capital contributions payable annually |
| | Per Unit Holder | Per Unit | |
| Periodic Class Dues (Scheme levy) on account of scheme operating and compliance costs, including management fees payable to the Responsible Entity and the Manager, and Horse related expenses | - | \$5 | \$60 |
| PLUS annual capital contribution | - | - | \$60 |
| EQUALS ANNUAL COST OF EACH ADDITIONAL UNIT | | | \$120 |

8.5 Additional explanation of fees and costs

Each Unit Holder will be liable to make the following payments to the Responsible Entity:

➤ **Periodic Class Dues**

- a fee of \$20 if 1 Unit only is held, or for the first Unit held in the case of Unit Holders who hold multiple Units; PLUS
- a fee of \$5 for each additional Unit held;

on account of the Scheme's operating expenses, including management fees payable to the Responsible Entity and the Manager, and compliance costs.

➤ **Capital Contributions**

- a capital contribution of \$60 for each Unit held as a capital contribution to be used by the Responsible Entity and the Manager to acquire new/replacement Horses for the Scheme.

➤ **Special Class Levies**

- \$2.50 per Unit per Horse upon retirement if it has no significant commercial value

achievable upon sale or if the net sale proceeds are insufficient to cover the cost of retraining to facilitate rehoming.

- to cover the premiums in relation to any insurance procured in the circumstances contemplated by Section 3.4 of this PDS.
- to cover the cost of non-routine veterinary treatments and surgery.

The Unit Holder contributions paid as Periodic Class Dues will comprise Scheme Property from the time the Units are issued and will be used to pay:

- the **Establishment Fee** payable to the Responsible Entity for establishing the Scheme; and
- the **Ongoing Fee** payable to the Responsible Entity annually for acting as the responsible entity of the Scheme; and
- the unexpended surplus of the Periodic Class Dues after payment by the Responsible Entity of all of the Scheme's operating and compliance costs payable by the Responsible Entity from the capital of the Scheme contributed as Periodic Class Dues will be made available to the Manager as its remuneration for performing the Manager's duties, including providing the enhanced "The Racing League" ownership experience. This amount will vary depending upon a range of factors, including the number of Units on issue and the number of unique Unit Holders, and the amount of Scheme expenses paid by the Responsible Entity from the capital of the Scheme contributed as Periodic Class Dues. Furthermore, the entitlement of the Manager to receive this amount will be subject to the power of the Responsible Entity to retain in the Scheme's trust account an amount equivalent to its reasonable estimate of budgeted operating expenses for the Scheme for a period of 3 months in advance.

Multiple Units

Examples of the financial payments required to be made by Unit holders (excluding the Application Price), depending upon the number of Units acquired, is as follows:

| Number of Units | Ongoing monthly fees | | Ongoing annual capital contributions | | Total of Ongoing monthly fees and capital contributions payable annually |
|-----------------|-----------------------|--|--------------------------------------|---|--|
| | Total payable monthly | Total of monthly fees payable annually | Per Unit | Total of capital contributions payable annually | |
| 1 Unit | \$20 | \$240 | \$60 | \$60 | \$300 |
| 5 Units | \$40 | \$480 | \$60 | \$300 | \$780 |
| 10 Units | \$65 | \$780 | \$60 | \$600 | \$1,380 |
| 15 Units | \$90 | \$1,080 | \$60 | \$900 | \$1,980 |
| 20 Units | \$115 | \$1,380 | \$60 | \$1,200 | \$2,580 |

FEES PAYABLE TO THE RESPONSIBLE ENTITY [clause 25 of the Constitution]

The Responsible Entity is entitled to be paid out of the Scheme Assets:

- a one-off fee of up to \$10,000 as an establishment fee (**Establishment Fee**); and
- a fee per annum of up to \$25,000 as an ongoing fee (**Ongoing Fee**);

in relation to the proper performance of the Responsible Entity's duties in respect of the Scheme.

The entitlement to the Establishment Fee arises on the issue of the first Units and the entitlement to the Ongoing Fees commences on the date the Scheme is established and ends on the date of final distribution on winding up of the Scheme.

The Responsible Entity is entitled to pay its fees from the income and capital of the Scheme.

The Responsible Entity may:

- (a) charge additional fees for additional services provided to the Scheme; and
- (b) retain the services of external service providers to provide services to the Scheme, the cost of which will be treated as a Scheme operating expense payable from the income and capital of the Scheme.

Maximums and waivers

The Responsible Entity may waive any of its fees and costs in whole or in part.

Fee changes

The Responsible Entity may cease any waiver of fees to which it is entitled. The Responsible Entity may also increase its fees within the maximum limits provided in the Constitution.

9. TAXATION

The racing activities of the Scheme are not considered to be a “business” for income tax purposes, thus the annual income distributions of the Scheme will not be assessable income.

Acquiring, holding, and disposing of Units in the Scheme may have important taxation and social security implications for investors. The following is only a very general summary of the current taxation legislation. Tax and social security requirements are complex, and you should obtain professional advice that is relevant to your own circumstances.

Income tax

It is considered that the Scheme will not be conducting and income tax “business”, nor a GST “enterprise”. All income will be distributed to Unit Holders in proportion to their Unit holding. If you are an investor who is an Australian resident, you will not need to include in your taxable income for the financial year any income distributed to you.

Capital Gains Tax

Capital gains realised by Unit Holders on the disposal of their Units may form part of their assessable income. Where Units have been held for more than 12 months, in calculating the assessable capital gain, the Unit Holder will be entitled to a capital gains (“CGT”) discount of 50% if they are individuals or 33.3% if they are a complying superannuation fund. If the Units have been held for less than 12 months, the discount is not available.

Capital losses realised by Unit Holders on the sale of their Units are calculated without applying the CGT discount. Capital losses are not allowed as a deduction against assessable income but may be offset against current year capital gains or may generally be carried forward to be offset against capital gains of future years. In the case of capital gains that are eligible for the CGT discount, capital losses must be offset against the nominal gain before applying the CGT discount.

The Responsible Entity is not an expert in taxation and Unit Holders are advised to consult their professional advisers as to the income tax consequences of investing in the Scheme and in relation any changes in the taxation law and practice which may occur subsequent to the date of this PDS.

10. ADDITIONAL INFORMATION

10.2 Constitution of the Scheme

The Scheme is established by the Constitution, as amended from time to time. The provisions of the Constitution are binding on each Unit Holder and persons claiming through them, as if the Unit Holder or person were a party to that Constitution.

The Constitution covers a number of additional matters, including:

- (a) the nature of the Units which are issued, application procedure and process for issuing Units;
- (b) the rights of Unit Holders to receive Scheme income;
- (c) Unit Holder meetings (a resolution may bind a Unit Holder, regardless of how or whether the Unit Holder voted);
- (d) the circumstances in which the Responsible Entity is and is not liable to the Unit Holders;
- (e) the Responsible Entity's rights, powers and entitlement to fees and expenses;
- (f) the Responsible Entity's right of indemnification out of the assets of the Scheme for all costs incurred by it in relation to the operation of the Scheme (subject to the proper performance of its duties);
- (g) the circumstances in which the Responsible Entity can terminate the Scheme; and
- (h) when the Responsible Entity can retire.

The Responsible Entity can amend the Constitution from time to time, subject to the provisions of the Constitution and the Corporations Act, including if it reasonably considers that the amendments will not adversely affect Unit Holders' rights. Otherwise, it must obtain the approval of the required number of Unit Holders at a meeting of Unit Holders (a resolution may bind you, regardless of how or whether you vote).

10.2 Compliance Plan

The Responsible Entity has compiled a Compliance Plan for the Scheme and has lodged a copy of that document with ASIC. The Compliance Plan sets out the compliance procedures that the Responsible Entity will follow to ensure that it is complying with the Corporations Act and the Constitution. Its compliance with the Compliance Plan is independently audited each year, as required by the Corporations Act and the auditor's report is lodged with ASIC.

10.3 Material contracts

- (a) Management agreement

The Responsible Entity has entered into a Management Agreement with the Manager, under which the Manager agrees to carry out a range of duties including (without limitation):

- (i) to select and acquire suitable horses for the Scheme; and
- (ii) to manage the day-to-day operation of the Scheme, including each of the Scheme Horses, on behalf of the Responsible Entity.

The Management Agreement may be terminated by either party with the approval of the Unit Holders (evidenced by an Extraordinary Resolution).

- (b) Other material agreements

The Manager will enter into a Training Agreement with the trainer of each Horse.

10.4 Keeping you informed

The Responsible Entity will keep you up-to-date regarding your investment. For example, you will receive or have access to see online:

- (a) a confirmation notice after the Units which you have applied for are issued;
- (b) a distribution statement (if and when distributions are paid); and
- (c) the Annual Financial Report for the Scheme. (You may elect not to receive these if you wish.)

Digital Communication is our default means of sending you information. However, we will send you information by post if you contact us and request this method of delivery.

10.5 Continuous disclosure

As a disclosing entity, the Scheme is subject to certain reporting and disclosure obligations under the Corporations Act. The Responsible Entity will meet our continuous disclosure obligations by publishing material information on the Manager's website www.trl.net in accordance with the requirements of ASIC policy. Copies of the documents lodged with ASIC in relation to the Scheme may be obtained from, or inspected at, an ASIC office. You have a right to obtain a copy of the following documents from us at no charge to you:

- (a) the latest Annual Financial Report lodged with ASIC;
- (b) any continuous disclosure notices given by the Scheme after lodgement of the Annual Financial Report (and before the date of this PDS).

10.6 Cooling off

If you are a "retail client" (as defined under the Corporations Act) investing directly in the Scheme, you have a 14-day cooling-off period to ensure the investment meets your needs. The cooling off period starts from the earlier of:

- (a) the day we give you a transaction confirmation issued by the Manager; or
- (b) five business days after you acquire the product.

If you exercise your cooling-off rights, we will return your money to you; however, the amount we return may be different from your original investment. The amount returned may be affected by the deduction of reasonable administration costs incurred by us or any other amount that may be deducted by us under the Corporations Act. Your cooling-off rights terminate immediately if:

- (a) you exercise any of your rights or powers of a Unit Holder in the Scheme; or
- (b) an event occurs and your rights or powers of a Unit Holder cease to exist.

10.7 Complaints

If you have any concerns or complaints, please contact the Manager at email: help@trl.net, or on Tel: 1300 771 913. The Manager will acknowledge receipt of your complaint and attempt to resolve it as soon as practicable.

Alternately, you may contact the Responsible Entity at advisory@sirecustodians.com.au.

The Responsible Entity is a member of the Australian Financial Complaints Authority Limited (**AFCA**) (member number 11316), which is an external dispute resolution scheme. If you are not satisfied with the response to your complaint, you are entitled to take your complaint to them. The AFCA can be contacted at:

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority Limited
GPO Box 3, MELBOURNE, VIC 3001

10.8 Privacy

The Responsible Entity is committed to respecting the privacy of your personal information.

Privacy laws regulate, among other matters, the way organisations collect, use, disclose, keep secure and give people access to their personal information. The Responsible Entity collects personal information from you in the Application Form and may collect additional personal information while managing your investment in the Scheme.

The applicable privacy policy is available at www.trl.net.

10.9 Directors' authorisation

The directors state that they have made all reasonable enquiries and have reasonable grounds to believe that all statements in this PDS are true and not misleading. Each director has given and has not, at the date of this PDS, withdrawn their written consent to the issue of this PDS. The issue of this PDS by the Responsible Entity was authorised by Board resolution dated 3 September 2020.

10.10 Consents

The persons listed in the table below have given and have not withdrawn their written consent to:

- (a) be named in this PDS in the form and context in which their names appear;
- (b) the inclusion of their respective reports or statements noted next to their names and the references to those reports or statements in the form and context in which they are included in this PDS; and
- (c) the inclusion of other statements in this PDS which are based on or referable to statements made in those reports or statements, or which are based on or referable to other statements made by those persons in the form and context in which they are included:

| Name of person | Named as | Reports or statements |
|--|--|--|
| Carrazzo Consulting Pty Ltd Certified Practising Accountants | Taxation Advisors | General summary of the current taxation legislation set out in section 9 of this PDS |
| UHY Haines Norton Chartered Accountants | Auditors for Scheme and Compliance Plan | Consent to act |
| Macquarie Legal Practice Solicitors | Legal Advisers | Provided advice in relation to the compilation of this PDS |
| The Racing League Pty Ltd | Manager | Consent to act |

None of the persons referred to above has made any statement that is included in this PDS or any statement on which this PDS is based, other than any statement or report included in this PDS with the consent of that person as specified above.

Each of the persons referred to above:

- (a) has not authorised or caused the issue of this PDS, and makes no representation or warranty, express or implied, as to the fairness, accuracy or completeness of the information contained in this PDS; and

- (b) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements in or omissions from this PDS other than references to its name or a statement or report included in this PDS with the consent of that person as specified above.

10.11 Labour standards or environmental, social, or ethical considerations

The Responsible Entity does not take into account labour standards or environmental, social or ethical considerations in determining the selection, retention or realisation of assets.

However, to the extent that the Responsible Entity believes those matters may affect the value or performance of an underlying investment, they may be considered.

The Responsible Entity does not have a predetermined view as to what constitutes a labour standard or environmental, social, or ethical consideration, as these will be determined on a case- by-case basis.

10.12 Anti-money laundering laws

The Responsible Entity may be required to collect certain customer identification information and verify that information in compliance with the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth) (the **AML/CTF Act**) and AML/CTF Rules before it can issue Units to Applicants.

Customer identification information may include detailed know your customer (**KYC**) information in relation to the Applicant such as, for an individual Applicant, name, address, and date of birth and for an Applicant that is a business entity, details of directors and beneficial owners, and where the Applicant is a trustee, details of the trust deed and beneficiaries. Responsible Entity may require further KYC information such as information concerning business activities, structure, and source of funds of Applicants and from time to time may require an Applicant to provide updated or additional information.

The Responsible Entity may refuse to accept an application or decline to issue Units to an Applicant until it has satisfactorily concluded a customer identification procedure in relation to the Applicant.

The Responsible Entity may delay or refuse any request or transaction, including by suspending the issue or redemption of Units if the Responsible Entity is concerned that the request or transaction may cause the Responsible Entity to contravene the AML/CTF Act. The Responsible Entity will incur no liability to the Applicant if it does so.

10.13 Payments to related parties

Both the Responsible Entity and the Manager may have existing relationships with various other parties with whom they wish to procure services in relation to the Scheme and the Scheme Horses. All such service agreements must be on competitive commercial terms and considered by both the Manager and the Responsible Entity to be in the best interests of the Scheme and the Scheme Horses.

10.14 Documents available for inspection

The following documents are available for inspection during normal business hours at the registered office of the Responsible Entity:

- (a) the Constitution of The Racing League 2020 – Team Blackhearts (ARSN 643 762 609); and
- (b) the Compliance Plan for The Racing League 2020 – Team Blackhearts (ARSN 643 762 609).

11. HOW TO APPLY

You should read this PDS. This document may be updated or replaced from time to time and you should ensure you read the current version before investing.

If you would like to invest you will need to do via www.trl.net . You will need to complete the application online and provide all of the information requested in the application process.

We will notify you when your application has been processed. Money will be held in an application moneys account until any Minimum Subscription Amount has been received.

If an application cannot be processed because it is incomplete or invalid, the relevant application money will be held in the application money account while the Responsible Entity seeks to resolve the issue with you. If the issue cannot be resolved, then your application will be rejected, and the application money will be refunded.

12. GLOSSARY

In this PDS, the following terms have the following meaning unless the context otherwise requires:

| | |
|------------------------------------|--|
| \$ or A\$ | Australian dollars |
| AML/CTF Act | <i>Anti-Money Laundering/Counter-Terrorism Financing Act 2006</i> (Cth) |
| Applicant | A person who submits an Application Form |
| Application Form | The application form which accompanies this PDS (and includes a copy of the application form printed from the website at which the electronic PDS is located) under which an applicant may apply for Units |
| ARSN | Australian Registered Scheme Number |
| ASIC | Australian Securities and Investments Commission |
| Board or Board of Directors | The board of directors of the Responsible Entity |
| Compliance Plan | The Compliance Plan of the Scheme as amended from time to time |
| Constitution | The Constitution of the Scheme, as amended from time to time |
| Corporations Act | <i>Corporations Act 2001</i> (Cth) |
| Directors | The directors of the Responsible Entity |
| Horse | A thoroughbred Horse that will be trained for racing, which is acquired outright by the Scheme, the benefits from which will flow to a Class of Unit Holders under the Scheme |
| KYC | know your customer |
| Manager | The Racing League Pty Ltd (ABN 29 641 198 790) |
| MIS | Managed Investment Scheme |
| PDS | This document |
| Responsible Entity | Sire Custodians Ltd (ABN 45 005 088 371) |
| Scheme | The Racing League 2020 – Team Blackhearts (ARSN 643 762 609) |
| Unit | A Unit in the Scheme |
| Unit Holder | A person whose name is entered in the register of members of the Scheme as holding a Unit at the relevant time |

**13. CORPORATE DIRECTORY
MANAGER**

The Racing League Pty Ltd ABN 29 641 198 790
AFSL Authorised Representative Number: 001283358
Address: c/o Total Sports & Entertainment, Level 2, 360 Pacific Highway, CROWS NEST,
NSW, 2065 AUSTRALIA
Telephone: 1300 771 913

Responsible Entity

Sire Custodians Ltd ABN 45 005 088 371
AFSL 223671
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Macquarie Legal Practice
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Taxation Advisor

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