

DREAM RUN SYNDICATE

This AGREEMENT is made the _____ day of _____, 2006.

BETWEEN: DREAM RUN SYNDICATIONS PTY LTD (ACN 112 558 620) (ATF THE DREAM RUN UNIT TRUST) of Level 7, 68 Alfred Street, Milsons Point, New South Wales, 2061 (“Dream Run”).

AND: Each person who from time to time is bound by this agreement (“Syndicate Agreement”) as a Lessee by executing an agreement in the form of Schedule 1 (“the Lessees”).

RECITALS:

- A. Dream Run is the owner of the thoroughbred [] filly named [] foaled [] by [] from [] [(by)].
- B. Dream Run has agreed to lease the Filly to the Lessee upon the terms and conditions of this Syndicate Agreement.
- C. The Lessees have agreed to lease a one-third interest the Filly from Dream Run on the terms and conditions of this Syndicate Agreement in order to obtain one-third (1/3rd) of the benefit of racing the Filly.

OPERATIVE PROVISIONS:

1. Definitions and interpretation

1.1 “Commencement date” means [].

“Expiry date” means [].

“Net prize money” means all prize money, excluding trophies and bonuses, earned by the Filly from racing in Australia after payment of all expenses.

“Share” means an undivided 1/20th interest in the Syndicate Property.

“Syndicate” means the undertaking evidenced by this agreement known as the “You’re Dreamin Syndicate” whereby the Filly will be prepared for racing and raced for the benefit of the Lessee.

“Syndicate Property” means one-third (1/3rd) of any income (Net prize money) excluding trophies and bonuses received from racing the Filly.

“Term” means the period between the Commencement date and the Expiry Date.

1.2 In this agreement unless the contrary intention appears:

- a. The singular includes the plural and the plural includes the singular.
- b. A reference to any one gender includes a reference to each other gender.
- c. A reference to a person includes a reference to a firm, corporation or other corporate body.
- d. A reference to writing includes a reference to printing, typing and other methods of producing words in a visible form.
- e. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.
- f. Headings are for ease of reference and do not affect the construction of this Syndicate Agreement.
- g. If a party consists of more than one person this Syndicate Agreement binds them jointly and each of them severally.
- h. This Agreement binds in addition to the parties, their respective legal personal representatives and successors.
- i. The annexed Schedules shall form part of this Syndicate Agreement.

2. Ownership

2.1 Dream Run is as at the date of this Syndicate Agreement the owner of the legal title to the Filly and in the event DREAM RUN elects to sell or otherwise dispose of its ownership interest in the Filly during the Term of this Syndicate Agreement, such sale or disposition shall be subject to the terms and conditions of this Syndicate Agreement;

2.2 The Filly will race in the racing colours nominated by Dream Run.

3. Expenses

3.1 Dream Run will for the Term of this Syndicate Agreement pay all expenses to be incurred in maintaining, training and racing the Filly.

4. Management

4.1 Dream Run will for the Term of this Syndicate Agreement act as both Syndicate Manager and Racing Manager of the Filly and be solely responsible for all decisions relating to the racing career of the Filly.

5. Lessee entitlements

5.1 Each Lessee shall for the Term of this Lease be entitled:

5.1.1 to receive a 1/20th share of 1/3rd of all Net prize money, if any, earned by the Filly (all Lessee entitlements to net prize money to be distributed by Dream Run within 2 months after the end of each financial year); and

5.1.2 to participate in a ballot for 1/3rd of all race day ownership privileges to be made available by the race clubs conducting the race meetings at which the Filly will be racing.

6. Financial Statement

6.1 Dream Run will prepare and provide to each Lessee not later than two (2) month after the end of each financial year during the Term of this Syndicate Agreement a financial statement for the preceding financial year showing all prize money received by Dream Run on behalf of the Syndicate and the entitlement to prize money of each Lessee.

7. Compliance with Rules of Racing

7.1 Dream Run shall at all times comply with the Rules of Racing relevant to the territory in which the Filly is racing and each Lessee shall execute any and all documentation required to be signed by them to register both the Syndicate and Lease of the Filly with either the Lead Regulator or Register of Racehorses, as the case may be.

8. Transfer of Shares

8.1 Each Lessee is hereby expressly prohibited from transferring his or her interest in the Filly under this Syndicate Agreement to any other party without first obtaining the written consent in writing of Dream Run.

9. Termination Date

9.1 This Syndicate Agreement shall have full force and effect until:

91.1 the Expiry date; or

9.1.2 the Filly either dies or is retired from racing at the sole discretion of Dream Run.

10. No Partnership

10.1 This Syndicate Agreement shall not be taken to constitute and evidence a partnership either between the Lessees themselves, or of the

Lessees with Dream Run, and the parties acknowledge that their rights be in terms of contract as set forth in this Syndicate Agreement.

11. No representation

11.1 Each Lessee acknowledges that no representation or warranty has been made by any party to this Syndicate Agreement in respect of the soundness or racing ability of the Filly

12. Governing Law

12.1 The law governing this Syndicate Agreement shall be the law of the state of New South Wales and the forum for disputes shall be the Supreme Court of New South Wales to the authority of and which any appellate jurisdiction thereof the parties unconditionally submit and confine themselves.

13. Amendment

13.1 The provisions of this Syndicate Agreement may only be amended with the unanimous approval of all parties, evidenced in writing.

Executed as an agreement.

Signed by)
DREAM RUN SYNDICATIONS PTY LTD)
by its duly authorised officer)

.....
Witness

.....
Signature of Authorised Officer

.....
Name of witness (block letters)

.....
Name of authorised officer

.....
Address of witness

.....
Occupation of witness

[

] SYNDICATE

SCHEDULE 1 - EXECUTION BY SUBSCRIBER

THIS AGREEMENT is made on 15th June 2006.

BY: _____ ("Subscriber")

IN FAVOUR

OF: Each person who from time to time is bound by the [*insert name of syndicate*] ("Syndicate Agreement") as a Lessee of a Share by reason of executing an agreement in the form of Schedule of this Schedule ("Lessees")

AND: DREAM RUN SYNDICATION PTY LTD (ACN 112 558 620) (ATF THE DREAM RUN UNIT TRUST) of Level 7, 68 Alfred Street, Milsons Point, New South Wales, 2061("Dream Run")

RECITALS:

- A. The Subscriber has been accepted by Dream Run to be a Lessee of a Share or Shares under the Syndicate Agreement.
- B. The Subscriber has agreed to enter into this agreement for the benefit of each other party to the Syndicate Agreement.

OPERATIVE PROVISIONS:

- 1. The Subscriber hereby covenants and agrees with Dream Run and each Lessee from time to time of Shares in the Filly that he or she is bound by all the provisions of the Syndicate Agreement and shall comply with all the obligations imposed on a Lessee there under as if he had executed the Syndicate Agreement and was an original party thereto.
- 2. Words and expressions used in this agreement shall have the same meaning as they have in the Syndicate Agreement.

EXECUTED as an agreement

SIGNED, SEALED AND DELIVERED)
 By)
 in the presence of:)
)
)

.....
Signature of witness

.....
Signature of Subscriber

.....
Name of witness (block letters)

.....

Address of witness