



FERRANDO
RACING CLUB

FERRANDO RACING CLUB
AGREEMENT AND APPLICATION FORM

AGREEMENT

1. I, the undersigned person, agree to participate as a "Member" of the **Ferrando Racing Club** and:
 - (a) Acknowledge that I have read and understood the Disclosure statement dated 27 June 2023 relating to Ferrando Racing Club including the Club Rules ("the Agreement");
 - (b) Agree to have the benefit and obligations and to observe and perform the Agreement as a Member, subject to being admitted as a Member;
 - (c) Grant the powers and authorities given to the Manager by the Agreement; and
 - (d) Acknowledge receipt of the Agreement. I confirm that I will not consent or agree to any alteration to the Agreement without the consent of the NZTR Board.

DECLARATION

2. I declare that I am eligible to participate in Ferrando Racing Club. (The Member's attention is drawn to clause 3.2(iii) of the Rules) and that I am at least 18 years of age at 1 August 2015.

AUTHORITY

3. I authorise Graeme Arthur Rogerson to register the **Ferrando Racing Club** with New Zealand Thoroughbred Racing Inc. ("NZTR") or any governing bodies of racing in Australia or Asia (GBA) and to sign and execute on behalf of the Club any form or document required by NZTR or GBA concerning the racehorses or interests therein leased by the Club ("the Racehorses") or my interest as lessee in the Racehorses.

APPLICANTS DETAILS

- (1). Names:
 (FIRST) (LAST)
- (2). Address:

- (3). Date of Birth: _____
- (4). Mobile:
- (5) Email:
- (6). Bank Account # (For payment of any stakes): _____
- (7). Signature: Date:

If you would prefer to complete this form by printing it out, please email a scanned copy of page one to rogerson@xtra.co.nz

FERRANDO RACING CLUB**DISCLOSURE STATEMENT – 27th June 2023****1. NAME AND ADDRESS OF CLUB PROMOTER****Authorised Syndicator:**

Graeme Arthur Rogerson
183 Tuhikaramea Road, Hamilton
Phone 07 847 5093 email: rogerson@xtra.co.nz

2. NAME AND ADDRESS OF MANAGER/DIRECTORS OF BLOODSTOCK COMPANY**Manager:**

Graeme Arthur Rogerson
183 Tuhikaramea Road, Hamilton
Phone 07 847 5093 email: rogerson@xtra.co.nz

3. STATEMENT OF BUSINESS PLAN/CLUB TERMS

- 3.1. The horses covered by this disclosure statement are to be leased from Graeme Rogerson and Redbank Pty Ltd (Lessors) and raced by the Ferrando Racing Club as a recreational pursuit.
- 3.2. The Club will have a maximum of 50 members and is governed by the key terms set out below and the terms and conditions of the Rules supplied with this disclosure statement.
- 3.3. The cost per member share is \$10,000 for the initial term commencing 1st June 2023 and ending 31 July 2024 payable as per clause 1.2 of the Club rules.
- 3.4. This cost will provide a 1/50th racing interest in all Club horses.
- 3.5. There will be no requirement for any additional payments by members during the term of the racing season.
- 3.6. Members who wish to renew their membership for a subsequent racing season will be required to make the annual contribution as required.
- 3.7. The horses covered by this disclosure statement will race in the name of Ferrando Racing Club.
- 3.8. Any trophies won by horses covered by this disclosure statement will be distributed at the discretion of the Club Manager.

4. KEY TERMS OF THE CLUB

- 4.1. **Club Rules:** The terms and conditions of the Club are set out in the Club rules supplied with this disclosure statement. These Key Terms are paramount and in the event of any conflict between these Key Terms and the Club Rules these Key Terms shall prevail.
- 4.2. **Withdrawal of a Club Member:** If a member of the Club withdraws within the year there is no refund or share of funds payable to that member.
- 4.3. **One person/syndicate/couple per share:** There to be a maximum of one person, syndicate or couple per share. There is no restriction on the number of shares that may be held.
- 4.4. **Decisions:** All decisions regarding the racing programme of each horse will be made by the Manager.

- 4.5. **Reports:** Club members will be given regular reports on the progress of all horses by email from the Manager.
- 4.6. **Expelling a member:** The Manager has the right to expel any member of the Club if that member does not abide by the general terms and conditions of this disclosure statement or if that member communicates either verbally or in written form to the Manager or affiliates in a manner that is deemed to be offensive.
- 4.7. **Price - Racing Costs** NZ\$10,000 per share payable on subscription. This will be a one-off payment for the 2023-2024 racing season and contribution for all breaking in, training, track fees, agistment, veterinary, transport, nomination, acceptance, race day and all other costs incurred by the Manager in connection with the care, training, racing and agistment of the Ferrando Club Racehorses including any preliminary costs incurred prior to commencement (**Racing Costs**). Syndicate Members will not be required or obligated to make any further contributions or payments during the initial Lease Term.
- 4.8. **Unsold Shares:** If there are any unsold shares at the commencement of the Lease the Lessors will take up so many of the unsold shares as are necessary from time to time to meet Racing Costs during the Term. The number of shares held by the Lessors shall equal the number of shares paid for by the Lessors respectively. The Lessors will take up these shares based on their pro rata ownership interest in the Ferrando Horses.
- 4.9. **Surplus Subscriptions:** At the end of each Racing Season the Lessors will be entitled to any subscription monies not required to meet Racing Costs in lieu of Lease Fees such monies to be shared between the Lessors based on their pro rata ownership interests in the Ferrando Horses.
- 4.10. **Lease Term:** A term commencing on 1st June 2023 and terminating on 31st July 2026. Each Syndicate Member will have the option to extend their participation to a second year by payment of NZ\$10,000 per share prior to commencement of the second year (1st August 2024). Each Syndicate Member will have the option to extend to a third year exercisable by payment of NZ\$10,000 per share prior to commencement of the third year (1st August 2025).
- 4.11. **Syndicate Promoter and Syndicate Manager** is not entitled to charge Management Fees. The Syndicate Manager will open and maintain a bank account for the exclusive use of the Ferrando Racing Club
- 4.12. **Retirement:** The Syndicate Manager will have the power to retire any Ferrando Club Horse from racing should it suffer an injury or illness and a qualified Vet certifies that such horse is no longer fit to race or should be retired for welfare reasons.
- 4.13. **Trainer:** Team Rogerson will train the Ferrando Club Horses on behalf of Ferrando Racing Club. The Trainer shall be entitled to charge its published training rates for stabling, training, and racing the Ferrando Club Horses and is entitled to be reimbursed for all non-training costs and expenses including without limitation vet, transport, nomination and race day costs and agistment fees incurred in respect of the Ferrando Club Horses.
- 4.14. **Prizemoney:** The Syndicate Manager will distribute all net prizemoney (after all NZTR or GBA deductions including Jockey, trainer, nomination and acceptance fees) won by the Ferrando Racing Club horses in accordance with the Club Rules.
- 4.15. **Sale of Horses:** The Manager will have the right to sell any Ferrando Club Horse and in such event the net proceeds of sale will be shared equally (50/50) between the Lessors and the Ferrando Racing Club members and will be paid to them within 10 business days of receipt by the Syndicate Manager.

5. CAPITAL – NUMBER OF SHARES /UNITS

Capital: \$500,000

Maximum number of Units: 50

6. MINIMUM AMOUNT TO BE RAISED FOR CLUB TO BE COMMERCIALY VIABLE

\$200,000 (Unsold units shall be cancelled or underwritten and held by the Lessors). Members may be introduced after the commencement date but shall only be entitled to member distributions from the date they become members.

7. VETERINARY CERTIFICATES

As supplied to NZTR.

8 VALUERS REPORT

Not applicable – horses leased with no right of purchase.

9. COST OF BLOODSTOCK

No horses have been purchased or are subject to right of purchase.

The Horses leased by the Ferrando Club

Lessors: Graeme Rogerson and Redbank Pty Ltd

All horses are by sire **Ferrando**, dams and sex listed below:

1. Amazing Hacienda colt
2. Between You And Me colt
3. Lavoca colt
4. Our Little Rippa colt
5. Remember The Goal colt
6. Bonny Mae colt
7. Tinker Bell filly
8. Tinged with Gold filly
9. Show Me Tiz filly
10. Aleta filly
11. En Garde filly
12. You're Sensational filly

Pedigrees: See attached

Term of lease: All Horses are leased until 31 July 2024.

Lease Payments: The Lessors may retain Surplus Subscriptions (if any) refer clause 4.9 above.

Residual Value: Not Applicable

Right of purchase: No, all horses.

Exercise price: Not Applicable

10. REMUNERATION OR FEES OR COSTS PAYABLE OR LIKELY TO BE PAYABLE

Brokerage or Underwriting:	nil
Promoters' Fees & Costs:	nil
Managerial Fees & Costs:	nil
Other Substantive or unusual Fees & Costs:	nil
Other Benefits:	nil

It is acknowledged that the Manager and the Promoter will receive no up- front or on-going management fees from Ferrando Racing Club, excluding Team Rogerson's usual trainers' percentage of stakes and all out of pocket disbursements as set out in 4.7 above.

Racing Costs

The initial payment is calculated to ensure that all foreseeable costs including those incurred when the horses are racing will be covered. As at 1 .7.2023 these fees are based on the following estimates (ex GST):

Training fees	\$80 per day
Track fees	\$240 per month
Jump Outs	\$55 per jump out
Farrier	\$180 per month
Chiropractor	\$120 per visit
Supplements	\$100 per month
Vet Supplies	As required
Race day attendant	\$35 per race day
Race nominations/acceptances	\$250 per race
Jockey	\$145 per ride
Trial nominations	\$88 per trial
Spelling fees	\$26 per day
Transport fees	Depends on distance

11. STATEMENT OF STANDARD INDUSTRY RISKS

RACING

- Not all horses proceed to become successful racehorses
- There is a possibility that any racehorse could injure itself and thereby need a long recuperation period or be unable to race again. This risk is seldom insurable.

12. DETAILS OF INSURANCE.

The Club cannot insure an interest in the horses as Lessee.

13. PROCEDURE REQUIRED TO REMOVE MANAGERS/DIRECTORS

The Manager may be removed by special resolution of the Club and in certain circumstances by New Zealand Thoroughbred Racing.

14. LIABILITY OF INVESTORS TO CONTRIBUTE FURTHER SUMS TO OR ON BEHALF OF THE CLUB

There is no liability for members of the Ferrando Racing Club to contribute any further sums in respect of the 2023/2024 racing season. An optional further contribution will be required if a member wishes to renew their membership for a subsequent racing season.

15. BASIS ON WHICH PROFITS AND/OR LOSSES INCLUDING DISTRIBUTIONS ON DISSOLUTION WILL BE ALLOCATED.

At the end of each racing season as per term 6.5 of the Club Rules surplus stakes may be distributed to the members once provision has been ensured for future costs. Each member shall be entitled to not less than a 1/50th share of the amount distributed.

16. WHERE COPIES OF THE CLUB AGREEMENT OR ANY OTHER AGREEMENT AFFECTING THE OPERATION OF THE SYNDIACTE MAY BE OBTAINED:

The office of Rogerson Racing Stables, 183 Tuhikaramea Road, Hamilton.

17. SUBSCRIPTIONS HELD IN TRUST

Pending Allotment, all subscriptions shall be held in trust by Graeme Arthur Rogerson.

18. SCHEDULE OF BLOODSTOCK

Refer paragraph 9 above.

19. DETAILS OF BORROWINGS

The Club covered by this disclosure statement has no borrowings.

20. ESTIMATED DATES WHEN BLOODSTOCK WILL COMMENCE RACING.

At various times from the commencement of the 2023-2024 racing season.

21. PROCEDURE FOR AUTHORISING ACQUISITION OF ADDITIONAL BLOODSTOCK OR OTHER ASSETS

If any of the above horses has to be withdrawn from the Club, or does not meet reasonable expectations in terms of racing ability or in the event of a sale, retirement or death of a Club horse the Lessor's may without being under any obligation to do so, Lease the Club a substitute horse sired by Ferrando of the same age as the horse being substituted at no additional cost and upon the same terms and conditions.

22. POWER OF ATTORNEY

"Investors" are not required to provide a Power of Attorney. By Clause 2.3 of the Club Rules members appoint the Manager as the authorised signatory of the Club to complete New Zealand Thoroughbred Racing Inc. (NZTR) documentation and any documentation required by governing bodies of racing in Australia or Asia (GBA) and Clause 4.2 sets out the Managers Powers.

23. DISCLOSURE OF FORMER NAME


The Authorised syndicator/promoter of the Club covered by this disclosure statement has previously

AUTHORISED SYNDICATOR DECLARATION

This disclosure statement has been signed by the Authorised Syndicator /Manager.

On the 27th day of June 2023

Signed by Graeme Arthur Rogerson


.....
Graeme Arthur Rogerson

AUTHORISED SYNDICATOR STATUS

Graeme Arthur Rogerson is an Authorized Syndicator in accordance with the Financial Markets Conduct (Equine Bloodstock) Exemption Notice 2021. New Zealand Thoroughbred Racing and the Financial Markets Authority in no way endorse or guarantee investment in the venture or accept responsibility for any representation made herein, any liability arising from this venture or any loss incurred by and participation in it.

Ferrando Racing Club
Club Rules
Part 1
Formation and Object

1.1 Formation

A Club shall be formed as from 1st June 2023 for a term of three Racing seasons years ending on 31 July 2026 (“the term”) to be known as the **Ferrando Racing Club** (“the Club”).

1.2 Object

1.2.1 The object of the Club is to acquire by lease and race thoroughbred horses as a recreational pursuit.

1.2.2 The Club shall comprise **Fifty (50) shares** and the cost for each share for the 2023/2024 racing season is **\$10,000.00** payable immediately and on application.

1.3 Rules

1.3.1 The Club shall be governed by these rules which may be cited as the Club Rules (“the rules”)

1.3.2 These rules and the disclosure statement shall apply to all matters relating to the Club and be binding on the Manager and each Member.

1.3.3 No rule of the Club shall be altered or repealed and no rule shall be substituted or added except by special resolution of Members passed in accordance with part 5 provided that no alteration may be passed without the consent of the NZTR Board and which does not detract from a Member’s rights under these rules.

1.4 Members to abide by these Rules

Each Member by signing and submitting the Agreement and Application form in the Disclosure Statement hereby covenants:

1.4.1 to abide by these rules and the disclosure statement; and

1.4.2 hereby grants, ratifies and confirms all and singular the powers and authorities given to the Promoter and/or Manager by these rules and all acts and things already done by or on behalf of the Club.

1.5 Counterpart Execution

These rules are deemed to be signed by a Member if that Member has signed the Agreement and Application form in the Disclosure Statement including any original, facsimile copy, photocopy, PDF or email image copy and if the Member has signed any such format and delivered it in any such format to the Promoter, the signed formats will together constitute a binding agreement between the Promoter, the Manager and each Member.

Part 2
The Club

2.1 Composition

The Club shall comprise those persons who, in accordance with part 3, are Members.

2.2 Address

The address of the Club will be the address of the Club Promoter set out in the Disclosure Statement.

2.3 Authorised Representative

The authorised representative of the Club for the purposes of the application to register the Club with New Zealand Thoroughbred Racing Inc. (“NZTR”) or any governing body of racing in Australia or Asia (“GBA”) shall be Graeme Arthur Rogerson, the Manager (or any replacement Manager or director

thereof) who may sign and execute on behalf of the Club and/or any Member of the Club the application or any form or document required by NZTR or GBA concerning the Club or racehorses leased by the Club (“the Racehorses”) or a Members interest in the Racehorses.

2.4 Termination

2.4.1 The Club shall be terminated upon the death or disposal of the last remaining horse leased by the Club or upon the expiration of the term whichever happens first.

2.4.2 The Club shall not be terminated upon the death of a Member or by the bankruptcy of a Member and the share of the deceased Member or the bankrupt Member may be transferred to any persons entitled thereto provided the transferee(s) is eligible under New Zealand Thoroughbred Racing rule 403 to race a horse.

2.4.3 Upon termination of the Club, the assets of the Club shall be converted into cash, and the proceeds less all proper costs, outgoings and any provisions for liabilities divided amongst the Members in proportion to the number of shares held.

Part 3 Membership

3.1 Definition of Member

A person shall be a Member of the Club (herein referred to as “a Member”) if that person’s name is recorded in the register of members.

3.2 Eligibility

Before a person’s name is recorded in the register of members, that person shall:

- (i) Sign and submit the Agreement and Application form, being part of the Disclosure Statement; and
- (ii) Make full payment for the cash contribution (\$10,000.00 for 1/50th share) of one or more shares in the Club for the forthcoming/current racing season, if not already paid; and
- (iii) Declare that they are not, by the provisions of Rule 403 of the Rules of Thoroughbred Racing, prohibited from owning a racehorse and they are not, by virtue of the provisions of the Gambling Act 2003, or the Racing Act 2003 or any amendments thereto, prohibited from admission to a racecourse.

3.3 Removal

3.3.1 A Member’s name shall be removed from the register of members and that Member shall forfeit all rights as a Member of the Club if:

- (i) The Member becomes a person who pursuant to Rule 403 of the Rules of Thoroughbred Racing, becomes prohibited from owning or leasing a racehorse or, pursuant to the Gambling Act 2003, or the Racing Act 2003 or any amendments thereto, becomes prohibited from admission to a racecourse; or
- (ii) The Member is in breach of his/her obligations under these rules and the Member fails to remedy the default within 10 working days of receiving written notice from the Manager to do so or continues a default having received a written notice from the Manager to desist from the default; or
- (iii) The Member chooses not to renew his membership for a second or subsequent racing season.

3.3.2 If the Manager is unable to replace the Member whose rights are forfeited with a new member (who shall comply with rule 3.2) the share of a Member whose rights are forfeited shall be cancelled and the number of shares in the Club shall be reduced accordingly.

3.4 Interest

The Clubs assets include the Club's horses (including a Lessee's interest) and all other property acquired and held by the Club from time to time. Each Member owns an undivided share as a tenant in common in the Club's assets determined by the number of shares held by that Member as recorded in the register of members. Nothing herein shall be taken to constitute or evidence either a partnership or any relationship of principal and agent between the Members.

3.5 Transfer of Interest

3.5.1 Subject to Rule 2.4.2 no Member shall transfer or sell their share or interest in the Club to another person provided that:

- (i) The Member first notifies the Manager in writing of the proposal to transfer or sell their share.
- (ii) The person to whom the share is proposed to be sold, or transferred to meets the requirements of rule 3.2; and
- (iii) The Manager at its sole discretion approves the sale or transfer, such approval not to be unreasonably withheld.

3.6 Address for Service

The address for service for each Member shall be the address recorded against each Member's name in the register of members or such other address of which the Member concerned may from time to time advise the Manager in writing.

Part 4

The Manager

4.1 Appointment

4.1.1 The Club shall be managed by Graeme Arthur Rogerson ("the Manager"), which shall be responsible for the affairs of the Club.

4.1.2 NZTR is entitled to remove the Manager (or the directors of the Manager) upon any grounds listed in clause 18.3 of the COP (or any rule in substitution), and appoint another person (or directors, if that be the case) to act in their place. This provision is inserted for the benefit of NZTR and its Board and is enforceable by either or both in terms of the Part 2, Sub part 1 of Contract and Commercial Law Act 2017

4.2 Responsibilities

4.2.1 The Manager shall, in conducting the affairs of the Club, at all times act in good faith and in the best interests of the Members.

4.2.2 Duties of the Manager shall include:

- (i) Administration and management of the racehorses with regard to racing, training, veterinary care, shoeing, insurance, gear replacement and repair, nominations, acceptances, track fees, jockey fees, transport costs and other incidental expenses, the keeping of a record of affairs and any other matters which may arise.
- (ii) Implementation (as required) of all resolutions passed in accordance with part 5.
- (iii) Liaison with all Members in all matters concerning the training and racing of the Racehorses.
- (iv) Maintenance of an up to date communication service to inform Members of details of any races or trials the racehorses are to participate in.

- (v) Liaison with the media as required.
- (vi) Organisation of meetings of the Club, if any.
- (vii) Maintenance of the register of members containing the names and addresses of all the Members and the number of shares held by each. The register of members shall be kept up to date from time to time reflecting all transfers of shares in the Club and any notified changes of address.
- (viii) The sole right to name the racehorses.

4.2.3 No Member shall challenge or interfere with any decision of the Manager in relation to the performance of its duties other than at a meeting called and conducted in accordance with part 5.

4.3 Remuneration

4.3.1 The Manager as manager shall not receive remuneration from the Club. The Manager as co-trainer is entitled to receive his usual training fees, outgoings and stakes percentages.

Part 5 Meetings

- 5.1. No regular, annual, special or other meetings of Members are required to be held. The Club may pass a resolution without convening a meeting by a resolution or if required a special resolution of Members (which may comprise counterparts or facsimiles thereof transmitted electronically). The Manager must take account of resolutions, advice or recommendations made by resolution.
- 5.2. Any decision that requires a resolution of the Club may alternatively be decided at a meeting called for by:
- (a) the Manager; or
 - (b) the written request of Members holding, in aggregate, at least 20% of the Shares.
- 5.3. The Manager will be responsible for giving written notice of a meeting to all Members, not less than seven (7) days before the date of the meeting. Meetings shall be held in a place in the Auckland/Waikato region selected by the Manager and the Manager shall be responsible for implementation of a reasonable procedure for the conduct of the meeting.
- 5.4. A resolution shall be passed if agreed to by Members holding in aggregate at least 50% of the shares (or in the case of a special resolution at least 75%) by either:
- (a) Voting at a meeting in person or by proxy; or
 - (b) Consenting in writing to a resolution provided the draft resolution gives the option for Members to reject the proposal and the draft includes an explanation “that the resolution will be passed if written consents meet the required majority (50% or 75%) of Members that respond to a proposal”.

Part 6 Finance

6.1 Financial Accounts

6.1.1 The Manager will be responsible for the accounting and financial administration for the Club. Within 3 months of the end of the financial year, the Manager shall provide to each Member annual financial accounts of the Club.

6.1.2 The Accounts shall be audited if required by a resolution of the Members or by NZTR.

6.2 Financial Year

The financial year for the Club shall commence on 1st day of August and end with the last day of July.

6.3 Contributions

The initial cost for a share for the 2023/2024 racing season is set out in clause 3.2 (ii). The cost for each subsequent racing season shall be determined by the Manager. A Member may choose not to renew his membership for a second or subsequent racing season. Except for the cost payable for each racing season each Member shall not be required to make any further contribution to cover the Club's costs and outgoings.

6.4 Insurance

It is acknowledged that horses leased by the Club will not be insured by the Club.

6.5 Payments to Members

6.5.1 All money received by way of net prize money shall be distributed to Members quarterly in accordance with their interest in the Club.

6.5.2 No distribution shall take place under this rule unless the amount to be distributed in respect of each share is at least \$200 unless a final distribution.

Part 7 Miscellaneous

7.1 Trophies and Awards

All trophies and awards determined, at the sole discretion of the Manager, as suitable for distribution, will be distributed at the sole discretion of the Manager.

7.2 Complaints

Any Member who has cause to make a complaint about any matter relating to the Club, including decisions or actions by the Manager should in the first instance raise their complaint directly with the Manager or with other Members at a meeting duly called and conducted in accordance with part 5.

7.3 Disputes

7.3.1 Parties to Agree on Consultant

If any dispute shall arise between parties in relation to these rules or any matter arising out of these rules including the interpretation thereof, the dispute shall be referred to a consultant acceptable to the Parties.

7.3.2 Appointment if no Agreement on Consultant

Should the Parties not be able to agree on a consultant within ten (10) Business Days of the date of notice of dispute either of the Parties may request the President of New Zealand Thoroughbred Racing to nominate an appropriate person or persons (having regard to the matters the subject of dispute) to determine the matters under dispute and the Parties hereby agree to accept as consultant the person so nominated.

7.3.3 Expert not Arbitrator

The consultant who has been agreed upon or appointed shall act as an expert and not as an arbitrator and its or her decision (including any decision as to costs) shall be final and binding upon the Parties.

8. Construction

In the interpretation of these Rules, unless the context otherwise requires:

- Any reference to a person shall include reference to body corporate and to an unincorporated body of persons;
- Any reference to a statute, regulation or rule of racing includes a replacement or modification of that statute, regulation or rule;
- Clause headings will be disregarded;
- The parties to this agreement include their successors, executors, administrators and assigns;
- Words importing the singular shall include the plural and vice versa;
- Words importing one gender shall include the other genders.