



Information and Syndicate Agreement



I'm All The Talk - Besannrose

Filly - Born 15th August 2019

\$33,550 incl GST

All paid up until 1st January 2022

2.5% - \$838.75 incl GST per share

5% - \$1677.50 incl GST per share

10% - \$3355 incl GST per share

- ✓ By **Champion 2nd season sire** for prizemoney and black type races in Western Australia
- ✓ **20/20 G1 Goldmine Match** and bred from the same family as Group 1 Winterbottom stakes winner "**TAKEDOWN!**"



Introducing

I'm All The Talk



Son of Golden Slipper winner Stratum and out of an Hussonet mare "Weekend Gossip", I'm All The Talk burst onto the scene winning the Gr.2 Skyline Stakes at Rosehill by 4 lengths in 1.09.76s. Beating the times of previous winners

Snitzel, Choisir, Casino Prince, Manhattan Rain and All American. Hailing from a family littered with black type including triple Group 1 winner "Mentality" and full brother "Straturbo". It's easy to see why his progeny are some of the most sought after in WA.

His first crop is spearheaded by one of Perth's best filly's of recent memory, double G.3 Winner and WA Guinea's winner "Watch Me Dance" and stakes winner "All Banter". With his yearlings this season averaging \$65,000 at the sales and his crops seeming better and better in quality each season. He is quickly making a name for himself as one of the most reliable options at stud each season. With it being only when, not if, he cracks the G.1 producing glory like his superstar sire "Stratum".

I'm All The Talk finished an amazing 1st on the West Australian and 6th on the Australian "2nd season sire table". With the Top 4 each having almost double the runners this season, I'm All The Talk is proving to be all the talk!

BREEDING & ANALYSIS

This filly has an amazing pedigree and looks very athletic, with still so much to grow into. She is very closely related to **Group 1 Winner "TAKEDOWN"** who went on to win not only the famous **G1 Winterbottom**, but is a **2 time Group 2 Winner** and **3 time Group 3 Winner!** The cross is perfectly matched to try and emulate the exciting 2 year old. With her 2nd Dam "Anigma" on the same Mr Prospector lines as Takedown's dam "Apamea" (Zafonic), plus the stakes placed "Matayev" (Woodman).

The **Mr Prospector / Nuryev** Dam lines crossing into Takedowns sire lines **"STRATUM"** are perfectly matched to I'm All The Talk (**Stratum**)! What you have is typical of the premium breeding operation at Mungrup Stud and a huge opportunity to be a part of something very exciting. With not only great on the track potential, but with any success, should hold a great deal of residual value also.

She's very well balanced from head to toe, with a nice strong neck and lots of growing to go yet. She has a fantastic attitude and already has become everyone's favourite at the farm. She shows plenty of room to grow into and looks to be a possible two year old starter in the making... all for such good value!

She will be trained by Elianne and the team at E & R Robinson Racing, locally here in Perth and we are so excited what this partnership will bring. Elianne and Reece Robinson hand selected this filly from Mungrup stud and have been preparing her patiently since she was a weanling. Lightning Bloodstock were wrapped to be asked to manage such a high quality filly and after all inspections, she has passed with flying colours.

Elianne's speciality is working with young race horses and the exciting filly has been worked gradually and patiently to protect her bright future. She is currently being "broken in" and will then go on to complete her pre education.



PEDIGREE

Lot 19 (100% GST) BROWN FILLY

Foaled 15th August 2019

Branded : low nr sh; 11 over 9 off sh

Sire	Stratum	Redoute's Choice	Danehill
I'M ALL THE TALK		Bourgeois	Luskin Star
2010	Weekend Gossip	Hussonet.....	Mr. Prospector
		Synaesthesia	Quiet American
Dam	All American	Red Ransom.....	Roberto
BESANNROSE		Milva	Strawberry Road
2011	Anigma	Machiavellian.....	Mr. Prospector
		Angelina Ballerina.....	Nureyev

I'M ALL THE TALK (AUS) (Chestnut 2010-Stud 2016). 2 wins at 2, A\$299,885, ATC Skyline S., Gr.3, 2d ATC Shorts H., Gr.2. Brother to SW Straturbo. Sire of SW Watch Me Dance (Perth Racing WA Sires' Produce S., Gr.3), SP Em Tee Aye and of All Banter, Dad's Bigheaded, Madam Torio and of the placegetters Almatalk, Billy Ain't Silly, Bragwell, Datalaka, Ellisio, Reciting, The Spruiker, etc. His oldest progeny are 3YOs.

1st dam

BESANNROSE, by All American. **2 wins** at 1100m, 1200m. Half-sister to **It's Vegas Baby**, Nimbletoes (dam of **KING LOUIS**). This is her first foal.

2nd dam

ANIGMA, by Machiavellian. **Winner** at 1800m in France. Half-sister to **ANGELINA CAROLINA, Apamea** (dam of **TAKEDOWN**), **Mateyev**, Alamagna (dam of **WAY BACK - DRAGON COMMANDER** (H.K.)). Dam of 11 foals, 9 to race, **7 winners**, inc:-

It's Vegas Baby (Beneteau). **3 wins-1** at 2-1100m to 1300m, 2d GCTC First Up Racing Connections 2YO H., 3d BRC Phelan Ready S., **L**.

Poitier. **4 wins** 1021m to 1209m, MRC Showtime Attractions H.

French Secret. **3 wins** in succession at 1539m, 1600m, SAJC Lyle Gilligan OAM H., Marsh H., Schweppes Tonic P., 2d SAJC Pink Diamond Day H.

Nimbletoes. Unraced. Dam of-

KING LOUIS (Equiano). **2 wins** at 1200m, 1350m, ARC Mongolian Khan Trophy, **Gr.3**, 2d WRC Wellesley S., **L**, 3d Hawke's Bay Guineas, **Gr.2**.

3rd dam

ANGELINA BALLERINA, by Nureyev. **3 wins-1** at 2-at 6f, Newbury Rose Bowl S., **L**, 2d California Oaks, **L**, 3d Phoenix Park Debutante S., **Gr.3**, 4th Hollywood Park Silver Belles H., **Gr.2**. Sister to **ALEX NUREYEV**, half-sister to **SEXY SLEW**. Dam of 13 foals, 11 to race, **8 winners**, inc:-

ANGELINA CAROLINA (Kris). **2 wins** at 1600m, Saint-Cloud Prix Ceres, **L**, Deauville Prix des Chaumieres. Dam of 5 winners-

L'Infinito (Galileo). **5 wins-1** at 2-1400m to 2100m in France and Qatar, Prix du Chateau de Compiègne, 3d La Coupe de Marseille, **L**.

Apamea (Zafonic). **2 wins** at 1500m, 1600m, SAJC Neil Sachse Foundation H., 3d Maisons-Laffitte Prix Ronde de Nuit, **L**. Dam of 3 winners-

TAKEDOWN (Stratum). **7 wins-3** in succession at 2-1100m to 1400m, \$1,628,803, WATC Winterbottom S., **Gr.1**, ATC Premiere S., **Gr.2**, Shorts H., **Gr.2**, Schweppervescence H., **Gr.3**, Canberra RC Black Opal S., **Gr.3**, Gold Coast Guineas, **Gr.3**, 2d MRC Moonga S., **Gr.3**, BRC Fred Best Classic, **Gr.3**, ATC Fireball S., **L**, 3d ATC Arrowfield 3YO Sprint S., **Gr.2**, VRC Chester Manifold S., **L**, ATC Heritage S., **L**.

Mateyev (Woodman). **2 wins-1** at 2-at 1300m, 1600m, 3d Chantilly Prix de Saint-Patrick, **L**, 4th Chantilly Prix de la Jonchere, **Gr.3**.

Alamagna. Raced once. Dam of 3 winners-

WAY BACK - DRAGON COMMANDER (H.K.) (Motivator). **3 wins** at 1600m, 2000m, €100,594, Milan Premio d'Estate, **L**, 3d Milan Premio Vittorio Riva, **L**, Premio Gardone, **L**, Premio Emanuele Filiberto, **L**.

Apperella. Unraced. Dam of 7 winners-

Limited Edition (Kendargent). **Winner** at 1900m, 3d Deauville Prix de Lieurey, **Gr.3**, Maisons-Laffitte Prix de Bagatelle, **L**.

Afya (Oasis Dream). **Winner** at 1600m, 3d Maisons-Laffitte Prix de Bagatelle, **L**, 4th Chantilly Prix de la Cochere, **L**. Producer.

COST BREAKDOWN

Some costs are "Actual" and some are "Estimates"

Horse Costs - Paid until 31st DEC 2021 I'm All The Talk x Besannrose

Price Schedule

Horse Price	\$20,000
Vet / Farrier / Dental	\$1000
Breaking In	\$2500
Agistment - 16 weeks	\$3200
Float Costs - Breaker / Trainer / Agistment	\$400
Admin / Office Costs	\$800
Westspeed Platinum	\$2200
Advertising	\$400
TOTAL	\$30,500
GST + 10%	\$3,050
TOTAL incl GST	\$33,550

Share Costs - Paid Upfront (40 Available)

2.5% inclusive GST	\$838.75
5% inclusive GST	\$1,677.50
10% inclusive GST	\$3,355

Monthly Costs* - Paid from 1st Jan 2022 Set Fee per month into "syndicate kitty"

2.5% Share - Per Month incl GST	\$88
5% Share - Per Month incl GST	\$176
10% Share - Per Month incl GST	\$352

OWNER PRIVILEGES

This is a 40 share syndicate priced at \$838.75 each, which includes the share in the horse, acquisition, transport and holding costs incurred to 1st November 2021 which to be fair to everyone, is the date that syndicate fees commence on for all owners irrespective of sign up date.

The fees are set at \$88 per calendar month (billed start of each month) per share and are budgeted to include all normal and expected costs associated with racing a horse including training, agistment, farrier, transport, vet bills, incidental expenses, syndicate admin and management. Insuring your share is optional. In fact, with the exception of possible feature race payments and interstate travel (which are bills you want, because it means that you've got a very good horse!), there should be nothing else to pay.

Your ownership of a racehorse bestows the following privileges....

- Access to the tie-up stalls on race day
- Tickets into the Owners Stand to watch your race;
- Passes to enter the saddling enclosure to speak with your trainer & jockey, (usually issued on a rotational basis)
- Opportunity to lead your horse back to the Winners Circle after a win for that much sought after photo!

Syndicates - All owner syndicates are based on a minimum of 5% share in the racehorse and give all your members the above privileges. Your syndicate must be registered with the relevant licensing body (RWWA), we are more than happy to help you through the process.

Syndicate Kitty - Your shares monthly fee (\$88 for 2.5%), goes into the "Syndicate Kitty" where all owners money is put together to cover all the monthly bills. Including Trainer, Agistment, Vet, Farrier, Transport, Management etc. This is pooled up and is there to make sure all vendors are paid on time. But also makes it one super easy payment per month. Direct Debited using "Thoroughbred Payments" gateway. Super simple to use and super easy to manage. The money left over at the end of the horses "race life" or if the pool exceeds requirements. The money is sent back to the owner's what's left over at there percentage. (After all bills paid.)



SYNDICATE AGREEMENT

Includes "Pedigree", "Cost Breakdown" and "Owner Privileges"

1. Horse Description: This syndicate is being formed as a racing syndicate. At the time of approval of this agreement, the horse is a yearling bay filly by **I'm All The Talk** from Besannrose, Microchip Number 985100012174145 . she'll be trained at Mardella (WA) by E & R Robinson Racing.

2. Purchase & Syndication Details: The horse to be owned by the syndicate is being sold by E & R Robinson Racing - Mr Reece Robinson and Ms Elianne Shadbolt for the sum of \$20,000 plus GST. When the new syndicate is complete, the owners will receive clear title to the horse. Itemisation of actual and estimated costs pertaining to the purchase and private syndication of this horse are contained in the "Cost Breakdown" included in this package.

3. Pedigree/Vet Report: The horse's pedigree and the performance of it's Sire and Dam, in addition to a vet report/appraisal are all included in the brochure containing this agreement.

4. Share Price & Syndication Costs: The syndicate shall consist of forty (40) equal shares priced at \$838.75 (inc GST). In the event that syndication and promotional costs exceed the estimate of expenses, The Promoter will make good the shortfall. Likewise, any surplus funds available after paying all such expenses remain the property of the Promoter.

5. Owners Agreement: In purchasing a share, the owners agree to appoint a Lightning Bloodstock PTY LTD representative as manager who shall hold a 'managers share' in the ownership of the horse and shall be listed as the first-named person recorded by the Registrar of Racehorses in the official ownership records pursuant to AR1 of the Rules of Racing for the purposes of managing the horse as specified within this Agreement. The first named purchaser of a share shall as a condition of membership transfer the managerial powers of the syndicate to the Lightning Bloodstock representative who will have full responsibility for the management of the syndicate. Each owner similarly appoints the representative and will do all things necessary to give effect to this clause for the duration of the syndicate. In consideration of the fact that the services provided by Lightning Bloodstock PTY LTD to manage the syndicate, maintain communications between the stable and the owners to a professional standard demand considerable expertise, time, effort and resources, Lightning Bloodstock PTY LTD will be entitled to withdraw a management fee from the syndicate pool of \$440 inc gst per calendar month (which is budgeted for, and included in the monthly syndicate fees.)



6. Syndicate Fees & Commencement Date: In estimating the cost of maintaining a racehorse, every attempt has been made by The Promoter to establish a sufficient budget. Owners contributions to the upkeep of the horse and the syndicate are estimated as an annual figure and averaged out at a rate of \$88 per 2.5% share per month (billed on the 1st of each month), commencing on November 1st 2021. By signing this agreement, the purchaser acknowledges that they understand the syndicate fees and are in a financial position to pay them. Once the horse is officially retired, all due bills are paid and the surplus money in the kitty is returned at the owners percentage.

7. Banking Details: All funds for the syndicate are held in a dedicated account from the ANZ Bank.

8. Prize Money Distribution: Prize money won by the horse is paid directly to each member from the relevant racing authority (RWWA). The industry standard deductions from prizemoney applicable on a state by state basis apply. Any trophies won by the horse become the property of Lightning Bloodstock to be used for promotional purposes.

9. Success Fee: Lightning Bloodstock do not charge success fees for this racehorse.

10. Future Sale of Horse: In the event that the horse is sold during the currency of the syndicate for more than the original purchase price, Lightning Bloodstock will be entitled to the sum of 8% of the sale value of the horse (plus gst) as sales agent.

11. Racehorse Breeding Future: At the time of the horses retirement, Lightning Bloodstock reserves the right to make an offer to the syndicate for breeding purposes. This offer will make every endeavour to reflect the fair value of the filly / mares breeding value. The offer will go to a vote and if 51% accept, the offer will proceed. If it is not accepted the filly / mare will have 7 days to receive an alternative offer for vote. If no offer is made or accepted, the filly / mare will be put into an appropriate auction for sale.

12. Insurance: We encourage all owners to insure there share. This is easily done and we can help with any arrangements. However it is entirely optional and on an individual basis.

13. Managerial/Syndicate Decisions: All general decisions pertaining to the racing career of the horse will be made by the trainer and the Manager in their capacity as industry professionals. Major decisions such as selling, retiring the horse, changing trainer, etc, shall be referred to the owners for further discussion and a simple vote if necessary. The owners, by agreeing to purchase a share in the horse, also agree to abide by majority syndicate decisions.



14. Syndicate Members Default Protection Clause: To protect the interests of all owners, a default clause is contained in this agreement. In the event of an owner failing to meet his or her financial obligations to the running of the horse by a period of 30 days, the Manager shall have the authority to offer the share for sale for a period of 7 days and then sell the share to the highest offer received. In the event of a surplus of funds after the sale, The Manager is entitled to deduct any incurred costs (including collection agency recovery costs) from the proceeds before any balance is returned to the original owner. In the event that the sale of the share does not produce a surplus of funds, the Manager may use the services of a collection agency in an attempt to recover any further monies outstanding to the syndicate.

15. Thoroughbred Risk Awareness: The Promoter advises potential investors that thoroughbred horse racing is a high risk venture and any financial input should be treated as a speculative investment only. Potential purchasers in shares offered by the Promoter should be aware of possible investment risks, which may include, but not limited to:

- i) Not all horses offered for syndication, proceed to a racing career.
- ii) Not all horses offered for syndication win or earn prizemoney.
- iii) Injuries, which may require an extended recuperation period, may terminate the horse's racing career.
- iv) A stud career is not guaranteed for horse's offered by the Promoter as the principal purpose of the establishment of the partnership is a racing career. Further, The Promoter advises that there may not be a potential 'after market' for shares in any racing partnership, nor is The Promoter or the Partnership Manager under any obligation to find buyers or sell shares on behalf of investors. Potential purchasers of shares in horse racing syndicates and partnerships should regard any financial input as a hobby, and should expect to remain in the syndicate or partnership for its natural term.

16. Cooling Off Period: The Promoter shall abide by a standard five day cooling off period upon placement of investment funds for this syndicate. Following advice received in writing from the investor within five days of signing the official documentation that he/she does not wish to proceed with the purchase, The Promoter will refund the investment amount in full.

17. Sample Testing under the Australian Rules of Racing: Under the Australian Rules of Racing, a participant may elect to have a horse tested for a prohibited substance with the cost of the testing to be borne equally by all participants (whether or not they elected to have the horse tested).



18. Syndicate Monthly Cost Coverage: Lightning Bloodstock PTY LTD has averaged out the normal running costs of owning a racehorse and made them a set monthly fee. This covers the normal day to day costs of training, agistment, vet, farrier, dental and standard race nomination fees plus local travel.

18a. Emergency: In the event the of an emergency, surgical or life saving procedure that is not "routine", extra costs may occur. The manager will make every realistic attempt to notify the owners before any procedure. In which a decision will need to be made, the manager, trainers and medical staff will be consulted for the best course of action. We highly recommend your insurance covers emergency procedures to a minimum of \$10,000 or more.

18b. Nomination Costs: In the event the horse is nominated for a "Feature" race that exceeds normal nomination costs (refer Perth standard class races), extra costs may occur. These are costs you want, as these are signs your horse is going into stake / group feature races with more prizemoney. Lightning Bloodstock will notify owners before the race and the extra race fee's will be billed at the owners percentage following completion of the race.

18c. Travel Costs: In the event the horse needs to travel out of the Perth metro or South west regions. Owners will be notified and consulted with travel arrangements. Lightning Bloodstock will acquire a written quote from the travel company or trainer to present to the owners, before travel commences. If majority accepted, the costs will be billed upfront and must be paid within 5 working days.

19. Voting: Every owner who owns a share in the racehorse is entitled to there full percentage towards the vote. Example if you own 5%, you are entitled to 5% of the vote, out of 100%. All voting is done on a percent, not numbers base, to reflect the percentage you own in the racehorse. If you are an owners syndicate, only the syndicate manager is responsible for your percentage at the vote.

20. Communication: Lightning Bloodstock uses multiple platforms to communicate to its members. Lightning Bloodstock reserve the right to post, notify or communicate on any relevant platform to the ownership group or the general public about this horse.

21. Racing Colours: This horse will race in the E & R Racing Silks, registered by Reece Robinson.



Statement by Promoter

I confirm that:

a) the statements contained in this "Agreement" in relation to the syndicate are true, and not misleading in their form or content.

b) the "Agreement" contains all information which the investors and their advisers would require and reasonably expect to find in the "Agreement" for the purpose of making an informed assessment about investment in the syndicate.

Promoter: Lightning Bloodstock PTY LTD - Chris Rosier

On Behalf of: E & R Robinson Racing

Date: 1/10/2021

Statement of Subscriber

I declare that I have read and agree to the terms & conditions of this "Agreement" shown above in relation to the yearling bay filly by I'm All The Talk from Besannrose (2019 Foal).

If signing on behalf of owners syndicate, manager of syndicate accepts he/she has shown each member the "agreement" and they accept the above terms in full.

Name of Shareholder: _____

Syndicate Name: (if relevant) _____

Address: _____

Mobile: _____ Email: _____

No of shares: _____ Total Percent of shares: _____

Signature of Shareholder: _____

Date: ____/____/____

