



**UNNAMED 2024 BAY FILLY  
By COOL AZA BEEL (NZ) Ex VANDERLUNE**

***miRunners Australia Pty Ltd***



**Product Disclosure Statement**

**This Product Disclosure Statement has been approved by Racing Victoria**

**Offeror**

**miRunners Australia Pty Ltd (Authorised Representative No (No 001316261)**

Address: 101 Sheridan St, Cairns, QLD, 4870

Telephone 1300 282 941 Email: support@mirunners.com

Being an Authorised Representative of the

**Promoter**

**Stable Connect Ltd (AFS Licence No. 336964)**

Address: Level 10, 60 City Road, Southbank VIC 3006

Telephone: 03 9629 3023; Email: info@stableconnect.com.au

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## PRODUCT DISCLOSURE STATEMENT

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This Product Disclosure Statement (“PDS”) is dated *25th February 2026*. This PDS has been lodged with and approved by Racing Victoria. No liability as to the contents of this Product Disclosure Statement is accepted by Racing Victoria, its officers, employees or agents. In particular (but without prejudice to the generality of this disclaimer) Racing Victoria does not warrant, and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the syndicate may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors’ financial circumstances may vary, and accordingly, Racing Victoria recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.”

### 1. DISCLOSURE AND COMPLIANCE WITH ASIC CORPORATIONS (HORSE SCHEMES) INSTRUMENT 2016/790

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This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares in Horse Racing Syndicates to be operated in accordance with the requirements of ASIC Corporations (Horse Scheme) Instrument 2016/790 (**ASIC Instrument**).

Investors should be aware that the Syndicate will be registered with Racing Australia (RA) within a reasonable period of (and no later than 45 days after) it being fully subscribed and that the Syndicate will be operated by the Offeror as Syndicate Manager for the benefit of the Owners in accordance with the requirements of the ASIC Instrument and the provisions of the Syndicate Deed. In compliance with the ASIC Instrument the total value of the offer does not exceed \$500,000 or exceed 50 participants.

### 2. STATEMENT TO PROSPECTIVE INVESTORS AS TO THE COMMERCIAL MERITS OF THE OFFER AND RECOMMENDATION REGARDING THE SEEKING OF ADVICE

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The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for Investors who are unable to risk the initial outlays and ongoing commitments. Prior to entering into this investment, prospective investors should read this PDS in its entirety and are advised to consult their independent licensed financial or investment adviser, legal, taxation and other professional consultants (including bloodstock consultants) in assessing the potential merits of the investment. The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS and no person is authorised to give any information or to make any representations in connection with the Offer other than the information and representations which are contained in this PDS.

### 3. PURPOSE OF SYNDICATE

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It is contemplated that the Syndicate of participants (owners) will obtain the benefit of racing the FILLY in Australia.

### 4. ISSUE

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miRunners Australia Pty Ltd (“the Offeror”) offers shares in the UNNAMED 2024 BAY FILLY 20<sup>th</sup> September 2024 by COOL AZA BEEL (NZ) from VANDERLUNE (“the FILLY”) to interested investors and is the subject of this PDS.

The FILLY was offered by Newhaven Park (As Agent) at the February 2026 Inglis Classic Yearling Sale. The FILLY was purchased by miRunners Pty Ltd & Mick Malone Bloodstock for the purchase price of \$132,000.00 (including GST). This FILLY has been purchased under credit offered by Inglis and unencumbered title will pass to the participating investors upon the offer being fully subscribed and Inglis being paid in full. A copy of a letter from Inglis will be forwarded to Racing Victoria confirming that unencumbered title to the FILLY has devolved to the Syndicate or participants prior to registration. 70% of the FILLY will be owned by Mick Malone Bloodstock, who will sign a copy of the syndicate deed. 30% will be syndicated out by miRunners Pty Ltd.

The FILLY is a Yearling and is unraced. His Sire COOL AZA BEEL (NZ) had 4 wins as a 2YO to 1200m. Winner of the ARC Diamond Stakes Group 1.

The FILLY's Dam VANDERLUNE is a WRITTEN TYCOON mare who was a winner over 1050m.

The ownership of the FILLY is being syndicated into thirty (30) equal Shares. There will be no more than 50 owners. When either fully subscribed or the minimum subscription has been achieved written notice will be provided to Racing Victoria confirming that unencumbered title has passed to the Syndicate prior to registration.

All 30 Shares are being offered for sale in this Offer. However, if there are 15 shares (15%) remaining on the day immediately prior to the Closing Date, the Seller will retain the remaining Shares then available in order for the Syndicate to be fully subscribed.

The Offeror proposes to offer Shares to prospective investors at the price of

\$843.00 for 0.5% per share inclusive of GST

\$1,686.00 for 1% per share inclusive of GST

\$2,529.00 for 1.5% per share inclusive of GST

\$3,372.00 for 2% per share inclusive of GST

\$4,215.00 for 2.5% per share inclusive of GST

\$5,058.00 for 3% per share inclusive of GST

\$8,430.00 for 5% per share inclusive of GST

\$16,860.00 for 10% per share inclusive of GST

This upfront cost of the share includes **all** associated agistment, breaking in and training costs to *14<sup>th</sup> September 2026*. This cost does include Nomination Fees, Acceptance Fees and Interstate transport costs.

<b>miRunners Australia Pty Ltd</b>	<b>30%</b>
<b>COOL AZA BEEL (NZ) / VANDERLUNE</b>	<b>Inc GST</b>
Yearling Acquisition Price (30%)	\$39,600.00
Insurance at a sum insured of \$39,600 including Life Saving Insurance (30%)	\$950.00
Buyers Fee	\$2,376.00
Pre-training, Training and Track Fees to <i>15<sup>th</sup> September 2026</i> (30%)	\$4,020.00
Inglis Race Series Entrance Fees (30%)	\$1,815.00
Breaking in fees (30%)	\$1,350.00
Sale Transport / floating costs (30%)	\$469.00
<b>Sub-Total</b>	<b>\$50,580.00</b>

The Shareholder shall be obligated to pay their ongoing monthly fee for maintaining and caring for the FILLY from *15<sup>th</sup> September 2026*

The Offeror may sell down retained shares once the horse is registered.

The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates shall not be receiving any administration fee from the Trainer.

**Ongoing Monthly Fees:**

The Shareholder shall be obligated to pay the set ongoing monthly fee for maintaining and caring for the FILLY from *15<sup>th</sup> September 2026* until the FILLY is either retired from racing or sold. Ongoing monthly fees will be

invoiced monthly and payable within 7 days of the invoice date. Please note that an administration fee of \$10.00 will be charged if an invoice remains unpaid after the due date. The promoter does not receive an administration fee from the trainer.

The Owner of each share shall be liable for a Fixed Monthly Fee to cover the costs associated with operating the Syndicate and racing the FILLY. The fixed monthly fee covers all of your expenses when a horse is both in work and spelling. All surplus funds remaining when the FILLY racing career finishes will be returned to owners.

**The miRunners Owners Monthly Fee includes:**

Training fees, agistment fees, vet services and treatments, physio treatments, x-rays, ultrasounds, Farrier services, track fees, scratching fees, Jump Out fees, Trial fees, transport costs, raceday costs, strappers fees, dentistry and other associated costs.

Race Day Representative - Race Day ticketing, pre and postrace reports. Regular weekly communication with partners by telephone, mail contact or email regarding training and spelling progress. Track work videos, photos & voice reports) miRunners Owner Events, Race Day Functions, Stable BBQs etc.) Cost of Administrative Duties (Prize Money administration, Horse registration, Owner transfers, financial management, General office administration, and business expenses)

**Extra-Ordinary expenses** – Each Shareholder is also responsible for paying any extra-ordinary expenses incurred by the Company in proportion to their Shares held. This includes costs such as major veterinary fees relating to surgery/injury in excess of \$5,000 over a 12 month period which will be on charged to the Shareholders reflective of their shareholding, major race nominations or acceptance fees and all travel expenses for to attend interstate featured races (outside of NSW). These extra-ordinary expenses are not included in the monthly fee.

The ongoing monthly fee for various ownership percentages are listed below.

Ongoing monthly fees	\$141	\$170	199	228	258	403
Percentage of Ownership	0.50%	1.00%	1.50%	2.00%	2.50%	5.00%

**5. OWNERS' PRIVILEGES.**

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Racing Australia allows for a maximum of 20 owners in the registration of a racehorse, which equates to one named place per 5%. The named places that an owner owns are for their exclusive use only. All owners with a 5% share or more will be named in the race book in which the horse is competing. Owners with less than a 5% share will not be named in the race book in which the horse is competing. Owners with less than a 5% share will be named in a miRunners Platinum syndicate and are required to pay the expenses relating to creating the syndicate initially, as charged by Racing Australia, and then the expense of maintaining the registration of the syndicate annually, as charged by Racing Australia.

Each owner will be provided with the following benefits and privileges:

**5.1 Race Day Ticketing & Hospitality**

Depending on race club regulations and owners demand -

- (a) Admission and membership ticketing
- (b) Mounting yard access to liaise directly with the Trainer and Jockey and witness the pre-race riding instructions and post-race debrief
- (c) Access to the on course Owners' Lounge, where available
- (d) Where possible the syndicate manager will use its very best endeavours to secure additional ticketing for owners and their guests.
- (e) Complimentary racebook
- (f) Where 20 or less owners are in the syndicate all names will be named in the racebook.

- (g) A miRunners Australia representative or member of Price Kent Racing will be on hand at all competing races to host the owners group.

## 5.2 **Syndicate Manager's Services, Owner Relations and Communications**

miRunners Australia Pty Ltd are fully committed to provide the best possible ownership experience for all miRunners Platinum owners, regular communication is essential in order for this to be achieved. This will include, but not limited to:

- (a) Regular communications from the trainer and miRunners Australia Pty Ltd.'s executive in relation to all aspects of the horse's welfare and racing career. These communications will take the form of electronic voice messages, written reports, images and video action of the horses' activities.
- (b) Functions will be held at the Stables for owners, family and friends including Open days.
- (c) Wherever possible, all owners will have the opportunity to provide input into the naming of the horse. miRunners aims to invite name suggestions from each owner, followed by a voting process. However, there may be situations where a horse has already been named prior to a person purchasing a share—such as in the case of a tried horse or when a horse must be named early for trialling or racing purposes before the Product Disclosure Statement (PDS) has been activated. In such instances, not all owners will be able to participate in the naming process.
- (d) Annual financial reports will be compiled by miRunners Australia Pty Ltd and provided to all owners.

## 6. **HOW TO INVEST**

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All Applications for Shares must be made on the enclosed Application Form.

Shares shall be allotted upon payment. Legal and equitable title to the FILLY shall pass to those applicants whose applications for Shares have been accepted and the offer is fully subscribed.

The Promoter reserves the right to close the offer or extend the Offer closing date at any time after the Offer opening date without notice, a consequence of which will be that the allotment date of the Shares will vary with any change in the Offer closing date.

## 7. **INVESTORS FUNDS**

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All investors' funds are held in a separate bank account ('syndicate' account) on trust.

If the syndicate is not fully subscribed by *6 months after date of PDS approval* or if Racing Victoria refuses to register the syndicate, all application moneys held in trust, together with interest, will be returned to applicants within 10 business days.

All expenses incurred by the Promoter will be paid in full when the trust account is closed and where some of the services to be provided to the horse have not yet been rendered then funds needed to pay for those services shall be held in a separate account until paid.

## 8. **OFFEROR**

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The Offeror is miRunners Australia Pty Ltd of 101 Sheridan St, Cairns, QLD, 4870 being the Authorised Representative (001316261) of Stable Connect Limited of Level 10, 60 City Rd, Southbank VIC 3006 (the holder of Australian Financial Services Licence - AFSL 336964)

### **miRunners Australia Pty Ltd**

miRunners Australia Pty Ltd was established in 2017 and commenced operations in 2017. miRunners Australia was registered as an Authorised Representative of Stable Connect and was placed on Racing Victoria's register of Approved Promoters in July 2025. miRunners Australia was established with the direct intention of

providing horse owners with integrity, outstanding customer service and value for money, miRunners is making horse ownership accessible to all Australians. For most of history, ownership of thoroughbreds was limited to a select few with high costs and obstacles making it incredibly difficult for the everyday Australian to enjoy the ownership experience. At miRunners we aim to bring the best horses together with the best trainers and make them affordable so anyone who has a passion for racing can experience ownership.

The Director of miRunners Australia Pty Ltd is Darren Halpin.

- **Darren Halpin.** Darren is the Director of miRunners Australia Pty Ltd. He has been a passionate racing and breeding enthusiast for the last 30 years and has raced horses in both partnerships and syndications. Darren has raced some incredibly successful racehorses and is very passionate about the racing industry. Darren thinks that every Australian should have the right to experience the thrill of racehorse ownership and is proud to offer people that opportunity through miRunners.

## 9. PROMOTER

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The Promoter is Stable Connect Limited which holds the ASIC approved Australian Financial Services Licence No. 336964 and is an approved promoter with Racing Victoria the lead regulators for racehorse syndication Victoria.

The Directors of Stable Connect Ltd are:

- **ADAM TIMS B Comm. ADAM TIMS B Comm.** Adam Tims is an Executive Director of Stable Financial, an accounting firm widely respected for providing expert business and tax advice to those in the horse racing and breeding industry.  
Adam holds a Bachelor of Commerce degree from the University of Melbourne, is a member of the Institute of Chartered Accountants Australia and New Zealand, is a tax agent and holds a Practising Certificate with the Institute of Chartered Accountants. Adam has over 20 years of experience in the horse industry and is the current honorary treasurer of Thoroughbred Breeders Australia and Aushorse marketing.
- **TIM JOHNSON B Ec. LLB.** Tim Johnson is Company Secretary and Director of Stable Connect Limited. Tim has been involved in the Thoroughbred industry since a very young boy when he often walked the Moonee Valley track with his grandfather W. S (Bill) Cox. In his teenage years he keenly followed every horse his other grandfather Walter Johnson bred but in particular the champion 'Vain'. As past President of Thoroughbred Breeders Victoria (TBV) and Vice President of Thoroughbred Breeders Australia (TBA) Tim has a direct involvement in the administrative and policy development of all issues relating to the Breeding industry. Tim also operates the law practice known as Stable Legal.

## 10. SYNDICATE MANAGER

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miRunners Australia Pty Ltd shall act as Syndicate Manager, as first appointee of the Owners in accordance with the provisions of the Syndicate Deed any rules regulations or guidelines made by the Lead regulator in relation to the Syndicate Manager or management of the FILLY.

The FILLY will race in the miRunners Australia Pty Ltd colours.

## 11. RACING MANAGER

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The Racing Manager shall be appointed by the Syndicate Manager. The first appointee of the Syndicate Manager as Racing Manager is Mick Rees

Mick Rees has agreed to act as Racing Manager of the Syndicate.

## 12. TRAINER

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The trainer shall be appointed by the Racing Manager. The first appointee of the Racing Manager as trainer is Malua Racing, Victoria. Malua Racing has agreed to train the FILLY and a copy of his acceptance letter to train the FILLY is attached.

### **13. VETERINARY REPORT**

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Dr John Walker B.V.Sc. (Dr Walker) has provided a veterinary report as to the suitability of the FILLY for purchase as a racehorse.

### **14. INSURANCE**

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The FILLY is insured until 31<sup>st</sup> December 2026 at a sum insured of \$39,600 (for 30% of the FILLY). At the conclusion of the cover the FILLY will not be reinsured and after this date each owner of a share must make their own insurance arrangements.

### **15. REGISTRATION**

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The Offeror will register the syndicate with the Lead Regulator within 45 days after, i) applications for the minimum number of interests in the syndicate are received, or ii) the minimum amount for the syndicate has been raised, provided this step is not required (in the above time) if the time period elapsed since the PDS was approved by the Lead Regulator is under 6 months and shares remain. In such instance the Promoter will register the syndicate with the Lead Regulator within 45 days of the final share being sold in the scheme.

Any interest registered against the title to the FILLY on the Personal Property Security Register (PPSR) has been released or will be released. The Promoter, will before or on registration of the syndicate with Racing Victoria, confirm to Racing Victoria that the PPSR registration has been released.

Within 45 days after applications for the minimum number of interests in the syndicate are received or the minimum amount for the syndicate has been raised will be registered with Racing Victoria.

### **16. INTERESTS OF THE OFFEROR, PROMOTER, SYNDICATE MANAGER, RACING MANAGER, THEIR DIRECTORS AND EXPERTS**

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- 16.1 The Offeror OR the Promoter, Syndicate Manager, Racing Manager or any of their associates declares that it has never had before the date of this PDS any interest in relation to the promotion of the Syndicate or in the FILLY other than the interests detailed in this PDS.
- 16.2 The Offeror OR the Promoter, Syndicate Manager, Racing Manager or any of their associates declares it has never held a financial or beneficial interest in or held any rights to the Sire or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's sire
- 16.3 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates do not directly influence experts such as Trainers, Veterinarians or Valuers to provide advice that is biased, nor do these experts have any commercial reason to provide advice which is biased.
- 16.4 Dr Walker has no interest in relation to the promotion of the Syndicate or in the FILLY except that he will receive a professional fee in connection with the provision of the Veterinary Report.
- 16.5 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates believe the price accepted by the Vendor at the fall of the hammer at the Sale is a correct value for the FILLY as is the correctness of the Veterinary Certificate provided by Dr. Walker.
- 16.6 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates have no knowledge of any fact or occurrence which may render the value of the FILLY or the current Veterinary Certificate materially inaccurate.
- 16.7 There is nothing in the Syndicate Deed to prevent either themselves or any members, officers, directors of the Offeror, Promoter, Syndicate Manager, Racing Manager or any corporation related to any of them or their officers from purchasing, holding, dealing in or disposing of Shares in the Syndicate, or from otherwise contracting or acting as agent or entering into or being interested in any contract or transaction whatsoever with any other of them or with any Shareholders, provided that those persons shall act, in connection with such transactions, in a fiduciary relationship of utmost good faith to Shareholders.

16.8 In the instance where the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer retain a share in the horse, the share is a commercial investment and the appropriate fees are apportioned to the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer as they are to all shareholders.

## **17. SUMMARY OF RIGHTS AND LIABILITIES ATTACHING TO SHARES IN THE SYNDICATE AND OTHER RELEVANT INFORMATION**

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The full rights and liabilities attaching to Shares in the Syndicate are set out in the Syndicate Deed annexed to this PDS. Each prospective purchaser of a Share ("the Purchaser") should refer to that document for full information as he or she will be bound by its terms. Some essential points are as follows:-

17.1 Neither the Offeror nor any person or corporation named in the Syndicate Deed nor any one on their behalf makes any representation or warranty with regard to either:

- (a) The suitability of the FILLY either for racing or, if relevant, subsequently for stud duties; or
- (b) The reliability or adequacy of any insurance cover either arranged for the benefit of the Owners or referred to in either this PDS or the Syndicate Deed.

Each Purchaser of a Share must acknowledge entering into the Syndicate at his or her own risk and being aware that investment in the racing of thoroughbred horses is highly speculative.

17.2

- (a) The Owner of each Share shall be entitled to a pro-rata share of net prize money and bonuses earned by the FILLY from racing, as provided in the Syndicate Deed.
- (b) All trophies won by the FILLY will be managed at the Discretion of the Racing Manager.
- (c) The entitlements of the Owner are subject to the default provisions of the Syndicate Deed.

17.3

- (a) The Owner of each share shall be liable for a pro-rata share of costs associated with operating the Syndicate and racing the FILLY, including, but not limited to, insurance, transport, veterinary, agistment, breaking-in, pre-training and racing expenses, as provided for in the Syndicate Deed.
- (b) Expenses in future years may increase on those stated in this PDS.

17.4

- (a) In the event of either the sale of the FILLY or any ownership interest in the FILLY, or the sale of Shares by any of the Owners, a Commission of eight percent (8%) will be applicable to be paid to miRunners Australia Pty Ltd.
- (b) In the event of the FILLY winning a race where prize money exceeds \$150,000, miRunners Australia is entitled to a performance based fee equal to eight (8) % of the net prizemoney, payable for that race after deducting the nomination and acceptance fees applicable to the race in which the prize money was earned.
- (c) In the event the FILLY, is a commercial stallion prospect the Syndicate Manager is appointed as Exclusive Agent to sell the horse on behalf of the owners, and clause 3.10 will be applicable should a successful sale take place and upon the FILLY retiring to stud for commercial stud duties, the Syndicate Manager shall be entitled to a Commission of fifteen percent (15%) and one (1) free 'lifetime' Stallion Breeding Right in addition to any commission payable.
- (d) Pursuant to clause 17.4 (c) should the FILLY retire to stud for commercial stud duties, the Trainer shall be entitled to a Commission of five percent (5%) together with one (1) free 'lifetime' Stallion Breeding Right
- (a) In the event the Syndicate Manager receives an offer from a party who is not an Owner to purchase part or all of the FILLY then pursuant to the Syndicate Deed if a majority being 60% of Owners accept the offer then the minority 40% are compelled to sell pursuant to the offer made.

17.5 Prior to committing to invest an Owner may elect to have the horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by all the Owners (whether or not they have elected to have the horse tested).

17.6 A procedure for handling internal complaints is provided by the provisions of clause 9 of the Syndicate Deed, which includes the right of an Owner, in certain circumstances, to have the dispute referred to the Australian Financial Complaints Authority ("AFCA") or any other such authority that make take its place, for determination by conciliation or arbitration.

Investors should be aware that the Offeror, Promoter, Racing Manager and or Syndicate Manager may acquire Shares in the Syndicate and that they may acquire any number of shares.

## **18. MARKETABILITY OF SHARES**

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An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with an Information Memorandum prepared by the Syndicate Manager in accordance with the provisions of the Syndicate Deed.

In addition, there are restrictions contained in the Syndicate Deed on the transfer of Shares. There will be no ready market for the shares. Each owner should consider the subscription as a long term investment.

## **19. WARNING**

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Investment in bloodstock must be considered to be of a speculative nature.

## **20. RISK**

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Fluctuations in the value and sale price of Shares should be anticipated. Factors which will influence both the value and sale price of Shares, without limitation, include:-

20.1 The FILLY may not become a racehorse.

20.2 That not all racehorses earn prizemoney.

20.3 The FILLY may die or his value be diminished as a consequence of accident, contraction of disease or natural cause.

20.4 Racecourse performances of the FILLY and related bloodstock.

20.5 Insurance when secured may not cover all circumstances.

20.6 The level of demand for related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.

20.7 The level of supply of related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.

20.8 Any change in the current conditions affecting investment in the bloodstock industry, including level of prize money and taxation benefits available to bloodstock breeders.

20.9 Changing conditions within the Australian economy generally.

20.10 The price which buyers at public auction or by private treaty are willing to pay for the FILLY if offered for sale may not reflect either the purchase price paid by the Offeror for the FILLY or the sale price of the Shares offered by this PDS.

## **21. COOLING OFF PERIOD**

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Each applicant for a share in this FILLY has a 5 day cooling off period within which the Applicant may choose to notify the Promoter in writing by post or email of their decision to not proceed with the purchase of the share and

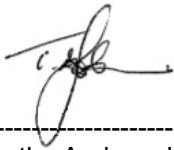
upon the receipt of that notification the Promoter shall return any funds paid within 7 business days and remove the applicant as a shareholder or cancel the application.

## 22. PROMOTER and OFFEROR DECLARATIONS

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I Timothy Andrew Johnson, a director and duly authorised officer of the Promoter, Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a horse for the purpose of making an informed assessment about investment in the syndicate.



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Timothy Andrew Johnson  
Director and duly authorised officer

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I, Darren Clifford Halpin a director and duly authorised officer of the Offeror, miRunners Australia Pty Ltd being an Authorized Representative of Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a FILLY for the purpose of making an informed assessment about investment in the syndicate.

*Darren Halpin*

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Darren Halpin  
Director and duly authorised officer  
**miRunners Australia Ltd (A.C.N 165 575 226)**  
**being Authorised Representative (No 001316261) of Stable Connect Limited (AFSL 336 964)**



**UNNAMED 2024 BAY FILLY  
By COOL AZA BEEL (NZ) Ex VANDERLUNE**

**miRunners Australia PTY LTD**  
**Authorised Representative of Stable Connect Limited**

<b>Type of Customer</b> (please tick)	Individual / Syndicate / Company
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**Name Details**

Full Name \_\_\_\_\_

**ACKNOWLEDGMENTS**

- (a) I have received and examined a copy of the Product Disclosure Statement (“PDS”) relating to the offering of Shares in the currently **Unnamed 2024 BAY FILLY by COOL AZA BEEL (NZ) from VANDERLUNE.**
- (b) I have relied on my own inquiries and independent advice in relation to my financial and legal rights and obligations as a Shareholder in the Syndicate. Furthermore, I acknowledge I have had the opportunity to obtain my own independent financial and legal advice relating to my acquisition of a Share or Shares in the Syndicate. I further acknowledge and declare that I have not received any advice either from the Promoter or any representative of the Promoter other than that detailed in the PDS.
- (c) I agree to be bound by the terms and conditions of the Syndicate Deed, the terms of which I am fully familiar.
- (d) I acknowledge that miRunners Australia PTY LTD being Authorised Representative of STABLE CONNECT LTD (AFSL 336 964) (“the “Promoter”) reserves the right to decline any application at their discretion and that the allotment of Shares to any applicant requires the approval of the Promoter. Subject to that right, application monies will be refunded to applicants whose applications are unsuccessful either because their applications have been declined or because all the available Shares have been sold.
- (e) I have received and examined a copy of the Financial Services Guide provided to me with the PDS and Syndicate Deed.

**APPLICATION FOR SHARES**

I apply for a \_\_\_\_\_% in the syndicate.

Date of application \_\_\_\_\_

Signed (signature of applicant) \_\_\_\_\_



**Barn D Stables 17-21,29-34,45-48**  
**On Account of NEWHAVEN PARK, Boorowa, NSW**  
**(As Agent)**

**Lot 556**

**BAY FILLY**

(Branded  $\frac{R}{K}$  nr sh.  $\frac{30}{4}$  off sh. Foaled 20th September 2024)

SIRE	Savabeel .....	Zabeel (NZ) .....	by Sir Tristram (Ire) .....
<b>COOL AZA BEEL (NZ)</b>	Cool 'n' Sassy .....	Savannah Success .....	by Success Express .....
		Testa Rossa .....	by Perugino (USA) .....
		Elle's Decree .....	by Red Ransom (USA) ..
DAM	Written Tycoon .....	Iglesia .....	by Last Tycoon (Ire) .....
<b>VANDERLUNE .....</b>		Party Miss .....	by Kenmare (Fr) .....
2013	Moonlight Shadow .....	Flying Spur .....	by Danehill (USA) .....
		Crestfallen .....	by Rivotious (USA) .....

**COOL AZA BEEL (NZ) (Brown 2017-Stud 2021). 4 wins at 2 to 1200m, ARC Diamond S., Gr.1, Karaka 2YO Million, RL Grandson of a half-sister to SW Malaguerra. Sire of SW Cool Archie (BRC JJ Atkins P., Gr.1), Cool Aza Rene, SP Cobra Club and of Don't Tellyafather, Kahlua Girl, Sequel, Gable, Cool Az Aletta, Cool as Popeye and of the placegetters Leaves of Lorien, Proffer, Cool Moon, Jenni the Cat, Wildspitze, etc. His oldest progeny are 3YOs.**

**1st Dam**

**VANDERLUNE, by Written Tycoon. Winner** at 1050m. Half-sister to **TESTASHADOW**. This is her fourth foal. Her third foal is a 2YO. Dam of 2 foals to race, **1 winner**-  
 Mighty Judd (*g by Epaulette*). **2 wins** at 1350m, 1600m to 2024-25, 2d Qld Tatt's RC Functions at Tattersall's H., BRC Ladbrokes H.  
 Cool Moon (*f by Cool Aza Beel (NZ)*). Placed at 2 in 2024-25, 2d BRC HQ Property 2YO H., Racecourse Village 2YO P., Ipswich TC Great Northern 2YO P.

**2nd Dam**

**MOONLIGHT SHADOW, by Flying Spur. 6 wins**-2 at 2-900m to 1200m, QTC Piccaninny 2YO H., Lyndhurst Stud H., Riccarton H., BTC Traveltrain Holidays H., 2d Qld Tatt's RC Carlton Draught H., QTC WH Buchanan H. Half-sister to **Miss Antaeus**. Dam of 7 named foals, 6 to race, **5 winners**, inc:-  
**TESTASHADOW (g Testa Rossa). 8 wins**-1 at 2-1400m to 1600m, \$1,563,952, ATC Festival S., **Gr 3**, GCTC Magic Millions Cup, **RL**, ATC Spring Preview H., TAB Early Quaddie 2YO H., Cellarbrations H., TAB More Than Winning H., Tab.com.au H., Gifts.com.au H., 2d GCTC Magic Millions Guineas, **RL**, 3d ATC Ajax S., **Gr 2**, Summer Cup, **Gr 3**, Liverpool City Cup, **Gr 3**, Premier's Cup, **Gr 3**, Hawkesbury Gold Cup, **Gr 3**, VRC Furphy P., **L**.

**3rd Dam**

**Crestfallen, by Rivotious (USA). 7 wins**-1 at 2 and 4 in succession-1000m to 1615m, \$240,170, STC Pony Express H., SAFT Australia H., 2d Qld Tatt's RC Winter S., **Gr 3**, BTC Glenlogan Park S., **L**, GCTC Silk Stocking H., **L**, 3d STC Birthday Card H., **L**, Scone RC Dark Jewel Classic, **L**. Dam of 7 named foals, all raced, **6 winners**, inc:-  
**Miss Antaeus (f I Am Invincible). Winner** at 2 at 1100m, ATC More Than Ready at Vinery 2YO H., 3d Scone RC Woodlands S., **L**. Producer.  
 Miatoko. **6 wins** 1000m to 1450m. Dam of 2 winners-  
**Spaceboy (g Deep Field). 6 wins**-3 in succession-1000m to 1250m, \$725,825, BRC Drinkwise H., ATC Ranvet H., TAB Live Vision H., Ryde Kia Evening Star H., (1250m course record), 2d ATC Canterbury Sprint H., **L**, Starlight S., **L**, 3d Wyong Magic Millions 2YO Classic, **RL**.

**4th Dam**

**METEOR MIST, by Star Shower. 12 wins** 1200m to 1600m, STC Able Placements H., 2d STC Promedica H., 3d STC Sutherland TPI Southern Cross H. Dam of 5 foals, 4 to race, **all winners**, inc:-  
**Crestfallen (f Rivotious (USA)). 7 wins**. See above.  
 Zouzou. **Winner** at 1200m. Dam of 7 winners-  
**ZOUSTAR (c Northern Meteor). 6 wins**-3 in succession at 2-1100m to 1400m, \$1,411,680, ATC Golden Rose S., **Gr 1**, VRC Coolmore Stud S., **Gr 1**, ATC Roman Consul S., **Gr 2**, BRC Sires' Produce S., **Gr 2**. Sire.

Mr Darren Halpin  
MiRunners Racing No.2  
101 Sheridan Street  
CAIRNS QLD 4870

**2026 CLASSIC YEARLING SALE**  
**TUESDAY, 10 FEBRUARY 2026**

**TAX INVOICE**  
Date: 10-Feb-2026  
Account: MIRUN2  
Invoice number: 30231671

Lot	Description	Sire/Dam	Sale Price	GST	Total
556	B. Filly	Cool Aza Beel (NZ)/Vanderlune (AUS)			
	Purchase of Lot 556 at 2026 Classic Yearling Sale		120,000.00	12,000.00	132,000.00
	Scope Fee		250.00	25.00	275.00
	Race Series Nomination Fee		5,500.00	550.00	6,050.00
SUBTOTAL			\$125,750.00	\$12,575.00	\$138,325.00
TOTAL AMOUNT DUE					\$138,325.00

TERMS ARE 30 DAYS FROM DATE OF PURCHASE - please pay by March 12, 2026

## PAYMENT OPTIONS

**EFT directly into our ANZ account:**  
William Inglis & Son Ltd - Bloodstock Sales  
BSB: 012-003  
Account: 8379-29209  
SWIFT Code: ANZ BAU 3M  
Please email your remittance to  
accounts@inglis.com.au

**Cheque:**  
Please attach this slip to your cheque and send to:  
William Inglis & Son Limited  
PO Box 388 Moorebank NSW 1875

**Credit card / Debit Card:**  
We accept VISA, Mastercard, Amex and Diners.

[pay.thoroughbredpayments.com.au/inglis](https://pay.thoroughbredpayments.com.au/inglis)



EARN QANTAS POINTS\*

\*Subject to Thoroughbred Payments and Qantas Business Rewards terms

Inglis  
Est 1867

Account	MIRUN2
Reference	30231671
Amount Due	\$138,325.00

16 February 2026

## Certificate of Currency

This certificate of currency provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing this certificate or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

<b>Insured Name</b>	miRunners Australia Pty Ltd
<b>Policy Type</b>	Bloodstock Mortality Insurance
<b>Policy Number</b>	SRI0000330-2025CA
<b>Expiry Date</b>	31 <sup>st</sup> December 2026
<b>Underwriter</b>	Swiss Re International SE, UK Branch
<b>Interest</b>	<b>2024 Filly Cool Aza Beel x Vanderlune</b>
<b>Sum Insured</b>	\$39,600 (30% Interest)
<b>Dated</b>	16 <sup>th</sup> February 2026

Yours sincerely,



**Caitlin Agnew**  
Senior Associate

**Disclaimer:** This certificate of currency provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

# FIT FOR SYNDICATION

HORSE: UNNAMED

SIRE: COOL AZA BEEL

DAM: VANDERLUNE

DESCRIPTION: BAY FILLY

MICROCHIP: 985100012240605

BRANDS: NSS: R OVER K  
OSS: 30 OVER 4

DATE: 16 / 2 / 2026

On 16<sup>th</sup> February 2026, the above-described horse was examined for the purposes of a PDS for syndication for miRunners.

Based on the examination, which involved a clinical examination, endoscopic examination of the upper respiratory tract, and full series of radiographs, this horse is considered fit for syndication for racing purposes and mortality insurance

The filly has no abnormalities or deformities which will prevent her from racing or racing to her full potential.

This certificate has been prepared for the inclusion in the disclosure statement of the thoroughbred in question. This certificate may be relied upon by potential investors, however it does not constitute a "pre-purchase" examination. I certify that I have no current, nor contemplate, future interest in the above-described horse, other than in the supply of the Veterinary opinion of suitability for racing. Furthermore, I am aware that this report is provided to miRunners for use by them in promoting the sale of the above-described filly.

Should you require further information regarding this horse, I can be contacted on 0412 501 999.

Regards,



Dr John B. Walker BVSc (HONS)



*John & Walker*  
A S S O C I A T E S

Enquiries  
Email: [johnnie@horsevet.com.au](mailto:johnnie@horsevet.com.au)  
Snail Mail: P.O. Box 80, Port Melbourne VIC 3207  
Mobile: 0412 501 999  
Web: [www.horsevet.com.au](http://www.horsevet.com.au)

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ABN 87 107 988 616



Malua Racing Pty Ltd  
Malua Bangtail Pty Ltd  
Flemington Bloodstock Agency Pty Ltd  
PO Box 511, Flemington, Victoria, 3031  
Mob: +61 0400 492 099  
[www.maluaracing.com.au](http://www.maluaracing.com.au)

Dear Mirunners,

Congratulations on your recent purchase of Cool Aza Beel x Vanderlune 24 F.

This filly will be trained from my stables Flemington, Geelong and Bangtail in accordance with my standard terms of trade.

This letter is to confirm that I will be training the filly, and I understand that it will be used in the product Disclosure Statement as shares are being offered for the sale to the public.

I give permission for Mirunners Australia Pty Ltd to list myself, Leon & Will Larkin as trainer in any advertisement in relation to the filly.

Based on the 2025/2026 fee structure for Malua Racing, our daily training rate for a horse in full training is \$145.50 (including GST).

Yours sincerely

A handwritten signature in blue ink, appearing to be "Troy Corstens", written in a cursive style.

Troy Corstens