

## **Welcome to the Shooting Star Syndicate!**

Thank you for your interest in supporting me and our soon to be amazing new horse as we make great strides to train and compete at the highest levels national and international eventing with the goal of one day representing our country on the United States Team. I created Shooting Star Syndicate, LLC to share with generous supporters like you the opportunity to experience the close involvement our new horse's training, development, and competitions without the significant costs required to maintain such an amazing horse as an individual owner.

Here is how you can get involved.

You can purchase one (or more!) of ten (10) available Fractional Interest in Shooting Star Syndicate, LLC for a one-time payment of \$8,000 (per Fractional Interest) and an annual maintenance fee of \$3,000 (per Fractional Interest). The initial annual maintenance fee is prorated for your first year starting with the month of your membership. The annual maintenance fee payment shall be made directly to Shooting Star Syndicate, LLC.

There are no other financial obligations for you the rest of the year! This financial support entitles you to so many benefits not offered to anyone else including: entry passes to competitions and stabling, behind the scenes updates on the horse's training and development, recognition at events, private owner's events, and visits to us at home or anywhere else we are training or competing. This offer is in no way intended for me to generate a profit, but rather to merely cover the horse's costs and share with you the close personal involvement in the career of our new incredible horse.

Attached is the Operating Agreement for the Shooting Star Syndicate, LLC and a summary of material terms commonly asked about the Operating Agreement. If you have questions about these or any other terms, please do not hesitate to ask.

I am so grateful for your support and I am so excited to share this adventure with you!

Sincerely,

Valerie

## **Summary of Shooting Star Syndicate, LLC Operating Agreement**

Fractional Interest and Annual Maintenance Fee: An \$8,000 payment (per Fractional Interest) for the ownership interest and, if you are joining in the middle of the year, the prorated initial Annual Maintenance Fee, are required within thirty (30) calendar days of signing the Operating Agreement. The \$3,000 Annual Maintenance Fee for each year thereafter is due on January 1<sup>st</sup> for each calendar year. Each of these payments should be made payable to Shooting Star Syndicate, LLC and mailed to 3 Skippers Court, Annapolis, Maryland 21403.

Selling Fractional Interest: If at any time you want to sell your Fractional Interest, you can do this by first offering it to me and then the other Members for us to purchase from you. If neither I nor the Members are interested, then you can offer it to a third-party to purchase from you directly. The buyer will pay you directly and should reimburse you for any pro rata share of the Annual Maintenance Fee because you will not receive a return of any paid Annual Maintenance Fee from me or the Company.

Management: I will be the Manager of the Company and, as such, I am responsible for, among other things, providing for our horse's training, competitions, and expense payments, maintaining the Company bookkeeping, providing you with timely budgets, and promoting you as the valuable contributor that you are to our horse's continued success.

Insurance: The Company will initially purchase and maintain a mortality insurance policy on the horse for value of the fractional interests sold to the Company Members. The Company will be named as the sole beneficiary of the policy. If the horse is euthanized or otherwise dies, the Company will receive the policy proceeds and you will be paid your respective Fractional Interest percentage after all the Company expenses are paid. As the horse may not be insured for the full value of the Fractional Interests sold at any given time, any Member may purchase a mortality insurance policy from the same insurance company through which the horse is currently insured by the Company up to the value of the Member's Fractional Interest in the Company, naming the Member as the sole beneficiary of that mortality insurance policy.

Liability: We all agree to hold each other harmless for any claims, damages, costs, expenses, or other losses arising out of or in any way related to the horse or our participation in this syndicate.

Sale of the Horse: If at any time there is an offer to purchase the horse that I or a Member deem serious and substantial, and I agree to entertain the offer after consultation with the Members, I can purchase the horse or, if not, each of the Members have the opportunity to purchase the horse before he is sold to any third party. If neither I, nor any of the Members purchase the horse, he will then be sold to the third party, assuming we can reach agreeable terms. The sale proceeds will first be applied to any unpaid expenses and then the balance will either be applied to the purchase of a replacement horse or distributed to the Members in accordance with their Fractional Interest percentages, depending on the vote of the Super Majority Members.

Again, these are just some commonly requested terms, but are not all the terms of the Operating Agreement. Please review the agreement with your respected advisor and, if you have any questions whatsoever, please do not hesitate to ask.

Thanks again and I look forward to seeing you out there!