This is a replacement prospectus dated 10 December 2018. It replaces a prospectus dated 23rd November 2018 relating to an offer of fully paid ordinary shares in Racing Club No 2 Ltd. This is an important document that should be read in its entirety. If you do not understand it you should consult your professional advisers without delay. The Shares offered by this Prospectus should be considered speculative. No securities will be issued on the basis of this Prospectus later than 13 months after the date of the original Prospectus.
NO MORE BIDS (Racing Club No 1 winner)
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**IMPORTANT INFORMATION**

**Offer**
The Offer contained in this Prospectus is an invitation by Racing Club No 2 Ltd ("RCN2" or "Company") to acquire fully paid ordinary shares ("Shares") in the Company.

**Prospectus**
This Prospectus is dated 23rd November 2018 and a copy was lodged with the Australian Securities and Investments Commission ("ASIC") on that date.

**Expiry date**
No shares will be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

**Exposure period**
The Corporations Act 2001 (Cth) ("Corporations Act") prohibits the Company from processing applications for shares in the 7 day period after the date of lodgement of this prospectus with ASIC. This period may be extended by ASIC for a further 7 days. This period is an exposure period to enable this Prospectus to be examined by market participants prior to the raising of funds. Applications received during the exposure period will not be processed until after the expiry of the period. No preference will be given to applications received during that period.

**No performance guarantee**
Purchasing shares in the Company should be regarded as speculative and shareholders should regard their shares as an entry into racing Horses for entertainment value rather than returns before accepting this Offer. Prospective shareholders should seek independent professional investment advice before accepting this Offer. Please consult your legal, financial or other professional adviser before making a decision to invest in shares. Horses racing is a speculative venture and no person involved in producing this Prospectus (including the Company and its directors and advisers) guarantees the performance of the Shares or any capital or income.

**Offer availability**
The Offer constituted by this Prospectus is only available to persons receiving this Prospectus within Australia and does not constitute an offer in any jurisdiction which, or to any person whom, it will be unlawful to make such an offer. An application for shares, pursuant to this offer, can only be made by completing and lodging the application form that accompanies this Prospectus.

**Forward-looking statements**
This Prospectus contains forward-looking statements. Forward-looking statements can be identified by the use of forward-looking terminology such as ‘may’, ‘will’, ‘expect’, ‘anticipate’, ‘estimate’, ‘would be’, ‘believe’, ‘continue’ or the negative or other variations of comparable terminology. These statements are based on the Directors’ assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, at the date of this Prospectus, are expected to take place. Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company. Such statements are subject to risk and uncertainties that could cause actual results to differ materially from those projected. Such statements (none of which is intended as a guarantee of performance) are subject to certain assumptions, risks and uncertainties, which could cause the actual future results, achievements or transaction to differ materially from those projected or anticipated. The Directors’ expectations, beliefs and projections are expressed in good faith and are believed to have a reasonable basis. No assurance is or can be given that the results, performance or achievements expressed or implied by the forward-looking statements contained in this Prospectus will actually occur. Accordingly, you should not place undue reliance on these forward-looking statements.

**No cooling-off rights**
Cooling-off rights do not apply to an investment in Shares issued under this Prospectus. This means that, in most circumstances, you cannot withdraw your application once it has been accepted.

**Photographs**
Photographs used in this Prospectus which do not have descriptions are for illustration purposes only and should not be interpreted to mean that any person shown endorses the Prospectus or its contents.

**Replacement Prospectus**
This Prospectus is a replacement prospectus and makes changes to the original prospectus dated 23 November 2018. The material changes made to the original prospectus were:
• Including information about the underwriting arrangements for this Offer and the identity of the Underwriter, including correcting the minimum subscription required for the Offer to proceed;
• Providing additional explanation in relation to the dividend policy;
• Identifying the percentage breakdown of the proposed use of funds;
• Replacing an incorrect balance sheet with the correct audited balance sheet;

• Including further disclosures about the benefit to the Manager and its sole director/shareholder;
• Including additional disclosures around using the instalment payment option;
• Attaching the management agreement as an annexure; and
• Reorganising and consolidating some information to make it easier to find and read e.g. the Manager’s fees.
1. **INVESTMENT SUMMARY**

1.1 **The Offer**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Information</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the Company?</td>
<td>Racing Club No 2 Ltd (‘RCN2’) is a Horses racing company and has purchased six thoroughbred racehorses with the intention of racing them. RCN2 is offering Shareholders the opportunity to receive any benefit of race winnings and potential future breeding revenue and proceeds.</td>
<td>For more information see section 2.1</td>
</tr>
</tbody>
</table>
| Why is the Offer being conducted? | The Offer is being conducted to:  
• Fund the engagement of the proposed trainers;  
• Pay the costs incurred by Racing Club No 2 Ltd and the Directors in respect of the issue of this Prospectus; and  
• Repay the Company’s existing credit facility used to purchase the Horses. | For more information see section 0 |
| What are the key risks associated with the Company? | Risks associated with purchasing shares in the Company include the risk of the Horses being injured and unable to race, heavy reliance on directors and other key persons, changes in legislation, the speculative nature of Horses racing and liquidity risk. | For more information see section 3 |
| Who will be in control of the Company? | The Directors of the Company are Carol Walsh, Christopher Walsh and Jeremy Azzopardi | For more information see section 5.1 |
| Who will benefit from the Offer? | Racing Club Pty Ltd (‘RC’), the Manager, will benefit from this Offer as it will be responsible for managing the racing career of the Horses for the Company and will receive a management fee for doing so. Carol Walsh, the sole director and shareholder of RC, may benefit from this offer in the form of dividends distributed to her by RC in her capacity as sole shareholder of RC. | For more information see sections Error! Reference source not found., 5.2 and 6.4 |

1.2 **Key terms and conditions of Offer**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Information</th>
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</thead>
<tbody>
<tr>
<td>What is the Offer period?</td>
<td>The offer opens on 23rd November 2018 and closes on 22nd December 2019.</td>
</tr>
<tr>
<td>What is the type of Shares being offered?</td>
<td>Fully paid ordinary Shares in the Company.</td>
</tr>
<tr>
<td>How many Shares are being offered?</td>
<td>800 fully paid ordinary Shares.</td>
</tr>
<tr>
<td>Minimum subscription amount for each Shareholder</td>
<td>1 fully paid ordinary Share.</td>
</tr>
<tr>
<td>Minimum subscription amount for Offer to proceed</td>
<td>800 fully paid ordinary Shares.</td>
</tr>
<tr>
<td>What is the consideration for each Share being offered?</td>
<td>The price of each Share under offer is $1,695</td>
</tr>
<tr>
<td>Amount to be raised under the Offer</td>
<td>$1,356,000</td>
</tr>
<tr>
<td>Are the Shares listed?</td>
<td>The Shares are not listed on any stock exchange.</td>
</tr>
<tr>
<td>Is the offer underwritten?</td>
<td>The Offer is underwritten.</td>
</tr>
</tbody>
</table>
2. BUSINESS OVERVIEW

2.1 Nature of the business

RCN2 is a Horses racing company and has purchased six thoroughbred racehorses (the “Horses”) with the intention of managing its racing career, training and racing it. The Company holds a racing syndicate licence issued by the Queensland Racing Integrity Commission, which allows the Horses to be raced at tracks throughout Australian under the Company’s name. The Horses are 100% owned by the Company.

It is intended that the Company will operate for the career of the Horses, with a minimum operating period of 3 years and an expected start date of 23rd November 2018, to be extended at the discretion of the Directors.

The Company intends to generate returns for the Shareholders by effectively managing the Horses racing career. This involves engaging and maintaining quality licensed trainers, ensuring the Horses remains healthy, and entering the Horses into appropriate races. The Manager is responsible for managing the Horses racing career. Any prize-money won by the Horses will be used in the first instance to pay trainer and jockey expenses and expenses relating to the management of the Horses. The remainder of the prize-money will be distributed to Shareholders in the form of dividends. See section Error! Reference source not found. for more information about the distribution of prize-money.

If an offer by a third party to buy the Horses from the Company, the Directors will consider, with consultation from the Manager and the trainers, whether the offer is in the best interests of Shareholders. If the Company considers the offer is in the best interests of Shareholders, Shareholders have a right of first refusal and have the option to purchase the Horses at the offered price.

If in the opinion of the Directors, it is not in the interests of the Shareholders for the Horses to continue to race in a particular class to which the Horses are referable, the Horses will either be sold, or if it is considered to be of no significant commercial value, retired and placed in a good home.

At the end of the Horses racing career, the Directors will consider whether the Horses will be sold or transitioned to a breeding programme and will make a recommendation to the Shareholders. A Shareholders’ resolution will then be passed to elect whether to sell the Horses or transition to a breeding programme. In the latter case, the Company may continue for the breeding life of the Horses. If there is no transition to a breeding programme, then the Horses will be sold. If the Horses is a valuable broodmare, it will either be sold through a public auction or to a bloodstock agent. Once the Horses is sold, the Company will be wound up. The sale money will be distributed to creditors and Shareholders in accordance with the Corporations Act.

2.1.1 Thoroughbred industry overview

The Australian racing industry makes a significant contribution to the national gross domestic product, employment and government revenue. The economic activity generated by thoroughbred racing and breeding alone contributes more than $10 billion to the national GDP and, when included in the agricultural sector, is the fourth largest industry in Australia.

The Horses racing industry is a mature industry with over 3,000 registered trainers and 800 jockeys. There are approximately 35,000 Horses in Australia participating in about 19,000 races per year with prizemoney totalling $600 million.

The below graphs show the number of races relative to the total pool of prizemoney, and the increase in the prizemoney pool up until 2017.
The industry is highly regulated. Companies and syndicates operating Horses racing businesses are primarily subject to the Australian Rules of Racing administered by Racing Australia Limited. Each Australian State and Territory has a Principal Racing Authority which supervise and licence industry participants. Companies are also subject to the Corporations Act 2001. Regulations, racing rules and licensing requirements change from time to time, and the changes could result in the Horses not being able to participate in certain races.

2.1.2 Competitors

Direct competitors to the Company’s business include:

- Yarramalong Racing Club Ltd;
- Hancox Racing No 8 Ltd; and
- Racing Club No 1 Ltd.

These competitors run similar business models of acquiring, managing, training and racing Horses. Horses racing syndicates also operate in the Horseracing industry and are competitors to the Company. Syndicates similarly manage, train and race Horses throughout Australia and their Horses may race in the same races as the Company’s Horses.

2.1.3 Racing Colours

The Horses will race in Racing Club Pty Ltd’s registered silks. The description of the silks is below:

Main Set of Colours
- Jacket – Blue with Southern Cross (front and back)
- Sleeves – Blue with Stars
- Cap – Blue with Star
2.2 Business Assets

2.2.1 Description of the Horses

Star Witness x Cooper’s Girl Filly – 3YO

**Trainer:** Darren Weir – Ballarat VIC

**GOOD CONFORMATION AND NICE STRIDE, VERY WELL-BRED**

Robust tough type and has a great of attitude. The filly has all the attributes of being sharp, tough and exceptionally fast and agile.

Powerful hind-quarters and a chest that will constitute phenomenal **SPEED.** A great mover and very light on her feet.

She has completed her education and is ready to go into pre-training on 26th November 2018.

She is closely related to 6 individual Group 1 winners, 14 individual Group 2 winners and 13 Group 3 winners, including:

**STARSANGLED BANNER.** Champion Sprinter in Europe, GB & Ireland in 2010. Champion Sprinter in Australia in 2009-10 & Aust-Bred International Sprinter in 2009-10. 7 wins-1 at 2-from 1000m to 1600m, Royal Ascot Golden Jubilee S., € Gr.1, Newmarket July Cup, Gr.1, MRC Caulfield Guineas, Gr.1, Oakleigh P., Gr.1, HDF McNeil S., Gr.3, Vain S., L, MVRC Inglis Juvenile P., 2d York Nunthorpe S., Gr.1, Curragh Renaissance S., Gr.3, VRC Festival of Racing S., L, 3d VRC Newmarket H., Gr.1, MRC Blue Diamond Prelude (c&g), Gr.3, 4th VRC Lightning S., Gr.1, MRC Caulfield Guineas Prelude, Gr.3, Dundalk Mercury S., L.

**ELVSTROEM.** Champion older horse in Australia in 2005. Champion Older Miler in UAE in 2005. 10 wins-1 at 2-from 1300m to 2500m, Victoria € Derby, Gr.1, MRC Caulfield Cup, Gr.1, Underwood S., Gr.1, CF Orr S., Gr.1, Nad al Sheba Dubai Duty Free S., Gr.1, VRC Turnbull S., Gr.2, MRC St George S., Gr.2, Autumn Classic, Gr.2, 2d Longchamp Prix d'Ispahan, Gr.1, 3d VRC Australian Cup, Gr.1, York Prince of Wales's S., Gr.1, STC Rosehill Guineas, Gr.1.
HARADASUN. Champion Australian 3YO Colt in 2007. Champion Older Male Miler in GB & Ireland in 2008. 7 wins-1 at 2-from 1100m to 1600m, AJC Doncaster H., Gr.1, Royal Ascot Queen Anne S., Gr.1, STC George Ryder S., Gr.1, MRC Vain S., L, 2d AJC Queen Elizabeth S., Gr.1, MVRC Dato’ Tan Chin Nam S., Gr.2, MRC Memsie S., Gr.2, HDF McNeil S., Gr.3, Schweppervescence Cup, Gr.3, Bletchingly S., Gr.3, 3d MVRC WS Cox P., Gr.1, VRC Turnbull S., Gr.1.

Sire: STAR WITNESS

STAR WITNESS is by champion racehorse STARCRACKAT Champion 3YO in Australia in 2003-04. Champion Older Sprinter in NZ in 2004-05. Champion Older Male Miler in France & GB in 2005 with a11 wins from 1400m to 2400m. Starcraft was a five time Group one winner.

STAR WITNESS is out of LEONE CHIARA a 7 time winner including a Group 3 and multiple stakes place getter.

Star Witness appears a sure thing to continue his rise-up the Australian Stallion ranks judging on his ability to sire arguably one of Australia’s best of either sex.

STAR WITNESS has emerged this season as one of Australia’s most exciting young sires with stakes winner this season from 1100m – 2400m. STAR WITNESS is the sire of champion 4yo filly elect, dual Group 1 winner GLOBAL GLAMOUR and multiple Group 1 sprinting performing colt STAR TURN. He is also the sire of rising 3yo star GRAFF third in the Group one Golden Rose and fifth in the richest prizemoney race THE EVEREST.

STAR WITNESS sire of 14 stakes winners and 11 stakes placegetters.

STAR WITNESS Champion 3YO Colt in Australia in 2010-11. 4 wins-3 at 2-to 1200m, MRC Blue Diamond S., Gr.1, VRC Coolmore Stud S., Gr.1, Talindert S., L, MVRC Tatts Group 2YO P., 2d Royal Ascot King’s Stand S., Gr.1, VRC Patinack Classic, Gr.1, 3d Royal Ascot Golden Jubilee S., Gr.1, MRC Vain S., L, Manfred S., L, 4th MRC Schillaci S., Gr.2.

Dam: COOPER’S GIRL

The Dam, COOPER’S GIRL is by Choisir. She was a 2 time winner and is the three-quarter sister in blood to four time Group 1 winner STARSPANGLEDDBANNER and Listed winner MARCADO.

This is her first foal.

MARCADO. Winner at 2, VRC Talindert S., L, 3d VRC Sires’ Produce S., Gr.2

BONUS SCHEMES - VOBIS GOLD and VOBIS SUPER scheme Eligible and BOBS and BOBS EXTRA Scheme Eligible.
Rubick x Fine Society Colt – 2YO

Trainer: Gerald Ryan – Rosehill NSW (he trained Rubick)

BRED IN THE PURPLE!! OUT OF A GROUP ONE WINNING MARE

This classy colt is certainly bred in the purple by freshman sire, RUBICK out of Group One winner FINE SOCIETY. She is the half-brother to Group 2 performer DEFINE.

He has been really-well bought and we are thrilled to be offering him in Racing Club No 2. This colt is such a lovely type, a very relaxed individual and is easy on the eye. Certainly, an outstanding racehorse. Strong and powerful, a great mover.

He is closely related to 6 individual Group one winners, 14 individual Group two winners and 13 individual Group three winners including:

**ENGLISH.** 6 wins-2 at 2-to 1400m, ATC All Aged S., Gr.1, BRC Doomben Ten Thousand S., Gr.1, ATC Challenge S., Gr.2-twice, Reisling S., Gr.2, 2d ATC Golden Slipper S., Gr.1, TJ Smith S., Gr.1, Galaxy H., Gr.1, Premiere S., Gr.2, 3d ATC TJ Smith S., Gr.1, 4th BRC Kingsford-Smith Cup, Gr.1, ATC Premiere S., Gr.2, Shorts H., Gr.2.

**TAVISTOCK**. 6 wins-1 at 2-from 1100m to 1600m, Waikato Draught Sprint, Gr.1, Hawkes Bay Mudgway Partsworld S., Gr.1, VRC Blamey S., Gr.2, Henry Bucks Best Dressed P., Hawkes Bay Best Travel Sprint H., 2d WRC Thorndon Mile, Gr.1, MRC Vain S., L, WRC Dominion Post 2YO H., 4th MRC Caulfield Guineas Prelude, Gr.3.

**GRAND LODGE.** 4 wins-3 at 2, Newmarket Dewhurst S., Gr.1, Royal Ascot St James's Palace S., Gr.1, Newmarket Somerville Tattersall S., L, Ascot Granville S., 2d The Two Thousand Guineas, Gr.1, Newmarket Champion S., Gr.1, 3d Leopardstown Irish Champion S., Gr.1, Goodwood Sussex S., Gr.1, 4th Irish Two Thousand Guineas, Gr.1, York International S., Gr.1.

**Sire:** RUBICK

RUBICK was the highest rated 2yo colt of his generation. The most precocious son of Encosta de Lago. A brilliant weight for age sprinter as a 3yo. Rated equal at 3 to another star-son of ENCOSTA DE LAGO in NORTHERN METEOR.
His outstanding conformation is matched, if not exceeded, by his top-shelf pedigree. **RUBICK** is the third foal out of G3 winner **SLIDING CUBE**, by **ROCK OF GILBRALTAR**, a ¾ sister to Australia’s greatest living sire, **REDOUTE’S CHOICE**, by **DANEHILL**, from a fabulous Australian branch of one of the best families in the American Stud Book, tracing to foundation mare Best in Show. Rubick’s future as a stallion could hardly be brighter.

**RUBICK. 3 wins-2 at 2-at 1000m, 1100m, MRC Schillaci S., Gr.2, Blue Diamond Prelude (c&g), Gr.3, ATC TAB Iphone App 2YO P., 3d ATC Challenge S., Gr.2, 4th MRC Blue Diamond S., Gr.1.**

**Dam:** **FINE SOCIETY**

**FINE SOCIETY** by **MARSCAY** was an elite racehorse, Group one winner and a fantastic breeder with eight foals to race for 7 winners including Group 2 performer **DEFINE**.

**FINE SOCIETY, 3 wins-1 at 2-from 1200m to 1900m, STC Canterbury Guineas, Gr.1, Theraces.com.au H., MRC Hurricane Sky 2YO H., 2d Gosford Guineas, L, 3d AJC Fuji Xerox H.**

**DEFINE. 3 wins to 1400m, ATC Australian Turf Club H., Become an ATC Sponsor H., Ipswich TC K&R Plumbing Supplies H., 2d ATC Phar Lap S., Gr.2, TAB Iphone App P.**

**BONUS SCHEMES - BOBS and BOBS EXTRA scheme eligible.**

**Unencumbered x Sharpay Magic Colt – 2YO**

**Trainer:** **Mick Price – Caulfield VIC**

**LOVELY TYPE, STRONG AND POWERFUL**

Extremely athletic colt, very hard to fault. He has very good length, fluent running and a good-looking colt. He has a big hind-quarters. This colt boasts a strong neck and a big deep girth.
Built for serious speed, very sharp looking colt and should get up and run early. A very precocious type with attitude.

The colt has completed breaking in and his education at Evergreen Stud by astute breaker Gordon Pratt. He done fantastic, he was a quick learner and loved his work.

He is related to 3 individual Group 1 winners, 3 Individual, Group 2 winners and 7 Group 3 winners, including:

**JANDELL.** 11 wins from 1200m to 2600m, AIC Queen Elizabeth S., Gr.1, Avondale Championship S., Gr.2, Great Northern Oaks, Gr.2, Waikato Guineas, Gr.3, Avondale Guineas, Gr.3, ARC Alison S., Gr.3, Avondale JC New Zealand Challenge Cup, L-twice, ARC WS Spence H., Clevendon H., Avondale JC Improvers’ H., 2d New Zealand Derby, Gr.1, AIC Chipping Norton S., Gr.2, 3d ARC Second Century S., Gr.3, HO Nolan H., L, Waikato RC Founders’ P., L, 4th ARC New Zealand Oaks, Gr.1, Avondale Gold Cup, Gr.2.

**VINAKA.** 8 wins-3 at 2-to 1400m, WRC Telegraph H., Gr.1, ARC Railway H., Gr.1, Hawke’s Bay Guineas, Gr.3, WRC Wakefield Challenge S., Gr.3, Matamata RC Slipper S., L, 2d Manawatu Sires' Produce S., Gr.1, Otaki Maori RC WFA S., Gr.1, ARC Eclipse S., Gr.3, Newmarket H., L, Waikato RC Star Way S., L, 3d Waikato Draught Sprint, Gr.1, ARC Railway H., Gr.1.

**ROYAL MAGIC.** 9 wins from 1500m to 2400m, Queensland Derby, Gr.1, Queensland Oaks, Gr.1, GCTC Prime Minister’s Cup, Gr.2, Geelong RC Oaks Trial S., L, ARC Couger Bourbon H., Matamata RC Stanley Construction H., 2d Taranaki S., Gr.2, ARC Majestic Horse Floats H., Avondale JC Easter Intermediate, 3d Hawke’s Bay Cup, Gr.2, GCTC AD Hollindale Southport Cup, L, 4th Waikato RC Foxbridge P., L.

**Sire:** **UNENCUMBERED**

**PRECOCIOUS 2YO, AS TOUGH AS THEY COME.** Leading 2yo colt in Australia with earnings over $1.9 million; **UNENCUMBERED** retired sound after 10 career starts as a 2yo. Unencumbered was a precocious juvenile, upholding his pedigree.

**UNENCUMBERED** is by **TESTA ROSSA,** a champion 3YO sprinter who won 5 races at 2 years, his maternal-line sires include **MORE THAN READY** and **MARCAY.**

He is the son of stakes winning mare **BLIZZARDLY** a pretty sound recipe for success.

**UNENCUMBERED.** 5 wins at 2, BRC BJ McLachlan S., Gr.3, Wyong Magic Millions 2YO Classic, RL, GCTC Magic Millions 2YO Classic, RL, ATC Ascend Sale Trophies 2YO P., Sharp 2YO P., 2d ATC Todman S., Gr.2, 3d ATC Men of League 2YO P.

His oldest Progeny are 3yo’s

**TESTA ROSSA.** 13 wins-5 at 2-from 900m to 1600m, VATC Futurity S., Gr.1, Vic Health Cup, Gr.1-twice, VRC Emirates S., Gr.1, Sires' Produce S., Gr.1, Lightning S., Gr.1, AIC San Domenico S., Gr.2, Up & Coming S., Gr.2, VRC Maribyrnong P., Gr.2, GCTC Magic Millions 2YO Classic S., RL, MVRC Ian McEwen Trophy, L, VATC Debutant S., L, AIC Tamarama H., 2d VATC Caulfield Guineas, Gr.1, Blue Diamond S., Gr.1, VRC Ascot Vale S., Gr.2, 4th MVRC WS Cox P., Gr.1, Norman Carlyon S., Gr.2, VATC Blue Diamond Prelude (c&g).

**BLIZZARDLY.** 3 wins-2 at 2-to 1200m, AIC Keith Mackay H., L, MVRC NSW Homes H., STC Winning Edge Presentations 2YO H., 3d STC Magic Night S., Gr.2, BTC Tommy Smith Slipper S., L, 4th AIC Reginald Allen H., L.

**Dam:** **SHARPAY MAGIC**

The Dam, **SHARPAY MAGIC** is the Daughter of Group 3 winner **KILSPINDIE** by **DANEHILL.** She is the Grand Dam of Stakes performer **JULLENE** and the Great Grand Dam of Group 1 winner **JANDELL.**
She hails from the bloodlines of ZEDATIVE, SIR TRISTRAM and DANZIG.

This is her first foal.

KILSPINDIE. 2 wins at 1600m, 2800m, SAJC St Leger, Gr.3, 2d SAJC Stuart Crystal S., L, Water Boatman 3YO H., 3d SAJC King’s High H.

BONUS SCHEMES - VOBIS GOLD and VOBIS SUPER scheme eligible.

**Foxwedge x Her Diamond Spirit Filly – 2YO**

**Trainer:** Toby Edmonds – Gold Coast QLD

**EXCITING 2YO JUMP AND RUN FILLY. SHE BOASTS A LOVELY ACTION**

![Foxwedge Filly (pictured above)](image)

She has powerful gaskins and above all a great action. Short cannon bones with lots of power in the hindquarters. Big deep girth also great shoulders. Furthermore, she has an unbelievable value and looks like a jump and run speed filly.

She certainly has good length of body and stride.

The filly has completed her breaking in and education at Evergreen Stud by astute breaker Gordon Pratt. She done fantastic, she was a quick learner and loved her work.

She is the related to 1 individual Group 1 winners, 1 individual Group 2 winner and 4 individual Group 3 winners.

**COAL PAK. 21 wins to 1400m, VATC Oakleigh P., Gr.1, WATC Lee Steere S., Gr.2, Bunbury S., L, 2d QTC Ansett Cup, Gr.2, BATC Tourist Minister’s Cup, Gr.3, WATC AJ Scahill S., Gr.3, Colonel Reeves S., L-twise, Cyril Flower**
BEAU HEED. 15 wins from 1600m to 2400m, WATC CB Cox S., Gr.2, Bunbury Cup, Gr.3-twine, Pinjarra Cup, L-twine, 2d VRC Queen Elizabeth S., Gr.2, WATC CB Cox S., Gr.2, 3d WATC Perth Cup, Gr.2, VRC Coongy H., Gr.3, WATC Strickland S., Gr.3.

Sire: FOXWEDGE

FOXWEDGE was the highest rated son of champion stallion FASTNET ROCK.

FOXWEDGE was champion 2nd Season Sire 2016/2017 the sire of Group 1 & Multiple Group 2 winner FOXPLAY - winner of the G1 Legacy, G2 Furious Stakes, G2 Tea Rose Stakes & G2 Phar Lap, he is also sire of VOLPE VELOCE, winner of the G1 Railway Stakes.

Foxwedge commenced his stud duties in 2012, he has already produced 10 stakes winners and 23 stakes performers with his best yet to come.


Dam: HER DIAMOND SPIRIT

HER DIAMOND SPIRIT by BEL ESPRIT was a winner at 1300, she is the daughter of multiple stakes performer SNOW HERO and is also the half-sister to Group 3 winner and Group 1 performer HVASSTAN.


HVASSTAN. 4 wins from 1700m to 2050m, MRC Norman Robinson S., Gr.3, Le Pine Funerals H., MVRC Drummond Golf H., 2d VRC UCI S., L, Yarra Valley Cup, 4th Victoria Derby, Gr.1, VRC Australian Guineas, Gr.1, BRC Members' H., L, VRC Sofitel H., L.

BONUS SCHEMES - BOBS and BOBS EXTRA Bonus Scheme eligible.
Exosphere x Tipsy Lane Filly – Yearling

Trainer: Ryan Balfour – Morphettville SA

LOVELY FILLY. BIG HIND-QUARTERS. LOOKS THE REAL DEAL

A really neat package and looks the real deal. She boasts a lovely long stride. She is correct in every way, perfect temperament and big hind-quarters. She boasts a strong neck and a big deep girth.

She looks like she will get to the track early. A great mover and strong. She has all the right angles and is a very nice horse.

Closely related to 6 Black type performers.

**BUNDY LAD.** 10 wins-5 at 2-from 800m to 1600m, MVRC Bill Stutt S., Gr.2, VATC JJ Liston S., Gr.2, Memsie S., Gr.2, Wanganui Guineas, L, Waikato RC Foxbridge P., L, Whangarei RC Auckland Thoroughbred Breeders’ P., L, ARC Parnell H., Monarchs American Football 2YO H., Avondale JC Natural Juvenile S., 2d STC Phar Lap S., Gr.2, Cambridge Breeders’ S., Gr.3, ARC Welcome S., L, BATC Doomben Classic.

**BABBLING BROOKE.** 10 wins-3 at 2-at 1200m, 1400m, Franklin RC Lion Breweries S., L, 2d ARC Railway H., Gr.1-twice.

**Sire:** EXOSPHERE

EXOSPHERE by Champion race horse and sire LONHRO. Exosphere was the winner of the Group one Golden Rose and twice a Group two winner. Lonhro needs no introduction 11 time Group 1 winner, Sire of 827 winners (71.0%), earnings of over $102 million, 76 stakes winners, 66 stakes placegetters.

EXOSPHERE. 5 wins-2 at 2-from 1000m to 1400m, ATC Golden Rose S., Gr.1, Roman Consul S., Gr.2, Run to the Rose H., Gr.2, 4th VRC Coolmore Stud S., Gr.1, Lightning., Gr.1.
LONHRO Horse of the Year in Australia in 2003-04. Champion 3YO in Australia in 2001-02 & Joint top of the 2004 World Rankings (mile). Top of the 2001-02 Australasian 3YO Classification (middle). 26 wins-2 at 2-from 1100m to 2000m, AJC Queen Elizabeth S., Gr.1, VRC Australian Cup, Gr.1, LKS Mackinnon S., Gr.1, AJC George Main S., Gr.1, Chipping Norton S., Gr.1, VATC Caulfield Guineas, Gr.1, STC George Ryder S., Gr.1-twice, MRC Yalumba S., Gr.1-twine, CF Orr S., Gr.1, AJC Stan Fox S., Gr.2, Warwick S., Gr.2-twice, Royal Sovereign S., Gr.2, Hobartville S., Gr.2, Expressway S., Gr.2, Apollo S., Gr.2, MRC St George S., Gr.2, NSW Tatt's RC Chelmsford S., Gr.2-twice, VATC Blue Diamond Prelude (c&g), Gr.3, STC Missile S., Gr.3, NSW Tatt's RC Ming Dynasty H., Gr.3, STC Heritage S., L, Parramatta Leagues Club 2YO H., 2d AJC Queen Elizabeth S., Gr.1, Warwick S., Gr.2, STC Wests Illawarra 2YO H., 3d MVRC WS Cox P., Gr.1, STC Missile S., Gr.3, 4th AJC Doncaster H., Gr.1, George Main S., Gr.1, VATC Blue Diamond S., Gr.1.

**Dam: TIPSY LANE**

TIPSY LANE was a winner up to 1250m. She has double cross of DANEHILL. She is the half-sister to stakes winner SELF FLIT and stakes performer, Quick Speed.

SELF FLIT. 5 wins at 1400m, 1600m, Hong Kong Classic Mile, L, HKJC Sha Tin Trophy, L, Beijing H., Success Partners H., Macwhinnie Cup, 2d Hong Kong Derby, L, 3d HKJC Chairman's Trophy, L.

She is also closely related to Stakes winner BUNDY LAD, ROYAL COMMAND and BALLUX.

ROYAL COMMANDS. 3 wins from 1200m to 2100m, MRC Ladies Day Vase, L, Samson H., Perfect Bliss H., 2d MVRC Gillies Famous Pies Country Cup, 3d VRC AGL Renewable Energy Trophy H.

BALLUX. 3 wins at 2, ARC Welcome S., L, Sapling S.H., Waikato RC Junior H.

**NOMINATIONS** - $3.5 million Golden Slipper, $1.5 million Blue Diamond, $1 million Golden Rose, Blue Sapphire.

---

**2017 All American x Caribbean Girl Yearling Filly**

**Trainer:** Neville Parnham – Ascot WA

**GREAT TYPE OF FILLY. SHE’S A REAL LOOKER, VERY SMART WITH LOADS OF SCOPE**

![All American - Stallion](pictured above)
This All American filly is well put together and moves well. She is strong, powerful and has muscle in all the right places. A real looker, she is a big rangy filly, strong with a lot of scope.

Seems like she will get to a mile possibly further as she gets older.

She has presence, big deep girth, good angles, strong neck and forearms. This filly has such a lovely action and glides over the ground.

Related to 7 Black type performers.

**PARAPARAP.** 4 wins from 1200m to 2000m, VATC Easter Cup, **Gr.3**, Cendrillion H., 2d VRC Frances Tressady S., **Gr.3**, VATC Catanach’s H., **L**, VRC Great Western H., **L**.

**NICK ON THE RUN.** 5 wins-1 at 2-from 1000m to 1600m, VATC Autumn S., **Gr.3**, MVRC Strathayr Track H., VATC Rawdon H., 3d VATC Sandown S., **Gr.3**.

**POWER AND GLORY.** 5 wins-1 at 2-at 1100m, 1200m, VATC Autumn Sprint H., **L**, Monash International H., VRC Lavazza Sprint H., 2d VRC Standish H., **Gr.3**.

**Sire: ALL AMERICAN**

The stallion, **ALL AMERICAN** who successful sire of dual group one winner **YANKEE ROSE** and Stakes Winners **BACHMAN** and **ZEBULION**. All American scored a devastating victory in the VRC Emirates S. 1600m group one, defeating the international champion **SO YOU THINK**. All All American offers the complete package of pedigree, performance and physical type.

All American's natural speed and athleticism were on show very early: he won his first two starts as a December 2YO, including a Listed Race in Melbourne. At only his third start, he stepped up to Group 1 level in Melbourne's premier race for juveniles, the MRC Blue Diamond S. **G1**, going down by a long neck to his stablemate, Reaan. His 2YO career concluded with victory in the AJC Skyline S. **G3** and a courageous fifth in the Golden Slipper **G1**.

All American subsequently provided one of the highlights of the 2009 Melbourne Cup Carnival when he scored a devastating victory in the VRC Emirates S. 1600m **G1**, defeating the international champion, So You Think, by 2.5 lengths. Another six Group 1 winners followed them home.

A million dollar plus earner, All American competed at the highest levels throughout his career and was a Group One performer at 2, 3 and 4 years of age.

The Group One-winning son of Red Ransom generated plenty of positive chat with seven winners from his first-crop of juveniles, including three stakes performers headed by colt Bachman, who won the ATC Schweppervescence S. **G3** on Golden Slipper day.

**Dam: CARIBBEAN GIRL**

**CARIBBEAN GIRL** is closely related to stakes winners **SWELL TIME GIRL**, **PARAPARAP** and **NICK ON THE RUN**. This family is bred on the same breeding pattern as group one winners **RUMYA**, **HABIBI** and **HEADWAY**.

**HEADWAY.** 4 wins-3 at 2-at 1100m, 1200m, VRC Coolmore Stud S., **Gr.1**, AJC Sweet Embrace S., **Gr.3**, MRC Chairman's S., **L**, Glenfern 2YO P., 2d STC Golden Slipper S., **Gr.1**, MRC Thoroughbred Club S., **Gr.3**, Quezette S., **L**, 4th MRC Thousand Guineas Prelude, **Gr.3**.

**HABIBI.** 7 wins from 1200m to 2400m, New Zealand Derby, **Gr.1**, ARC Great Northern Guineas, **Gr.2**, Championship S., **Gr.2**, Woodbine Flaming Page S., **L**, 2d Woodbine Northern Dancer Turf S., **Gr.1**, 3d ATC Vinery Stud S., **Gr.1**, ARC Avondale Guineas, **Gr.2**, Gulfstream Park Suwannee River S., **Gr.3**, 4th Australian Oaks, **Gr.1**, Gulfstream Park La Prevoyante H., **Gr.3**.
2.2.2 The Horses selection process

The Company has purchased the Horses relying on the recommendation from Carol Walsh, Managing Director of Blueblood Thoroughbreds (Australia) Pty Ltd ("Blueblood Thoroughbreds") and its bloodstock team. The selection process is one of the best in the industry which is already evident with Racing Club No 1 Ltd who has already had success on the track with its first runner, NO MORE BIDS (pictured right) winning from only his second start. A Valuation for the purchase of the Horses is attached to this Prospectus. Carol Walsh has operated Blueblood Thoroughbreds as a racehorse syndicator for the past 8 years.

Carol Walsh considers the following when purchasing racehorses:

- Superior quality racehorses, focusing on pedigree and conformation.
- Smart and well-tempered racehorses.
- Athleticism, strength, good bone and a nice type.
- Solid Nicks breeding crosses that favour racetrack success.

The Horses have had an independent veterinarian, Dr Jennifer Lugton, perform a clinical inspection and scope. The veterinarian has provided veterinary certificates specifying that the Horses are suitable and fit for racing. The veterinarian certificates disclose that the veterinarian does not have any financial or other interest in the Company or the funds to be raised from the Prospectus.

2.2.3 Purchase of the Horses

Racing Club No 2 Ltd purchased the Horses through a private sale. The Horses have been subsequently sold to the Company on credit terms. (see section 2.6).

2.2.4 Current status of Horses

The Horses are either spelling at Bella Jane Lodge in the Lower Hunter, NSW or pre-training at Evergreen Stud, Newcastle NSW.

2.2.5 Horses naming and registration

The Horses are unregistered. The Horses will be named by the Shareholders and registered once the Shares have been issued in full. The Horses will be registered within 45 days of the Shares being issued in full. Each Shareholder will have the option to submit 1 name per Horse. Once the list of names submitted by the Shareholders is populated by the Manager, the Manager will select the top 3 most liked names per Horse (in order of preference) and submit them to the Registrar of Racehorses for registration.

2.2.6 Pedigree details

A pedigree page for all six horses are attached to this Prospectus.
2.2.7 Mortality insurance

The Horses are individually insured with HQ Insurance for mortality, theft and life-threatening surgery extension cover up to the 31 August 2019. The sum insured is equivalent to each horses valuation. A certificate of currency for each horse accompanies this Prospectus. Renewal of insurance is at the discretion of the Board.

2.3 The Manager

The Manager of the Horses is Racing Club Pty Ltd. The Manager is responsible for all aspects of the management of the racing career of the Horses, preparation of the Shareholders’ annual accounts, the management of communications between the Shareholders and the stables, and the provision of all administrative services.

The Manager’s responsibilities include:

• Regular communication with Shareholders by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer’s comments.
• Arranging open days for Shareholders to inspect their racehorses and be addressed by the Trainer.
• Provision of general day to day administrative services, provision of pursuing overdue accounts via phone call, email or post.
• Providing Shareholders with RaceDay DVDs (where available, track work and other update reports such as nominations, weights, acceptances, pre-race summary, RaceDay services, post-race summary review, organisation of disbursement of any trophies, representing the Company in relation to race day steward enquiries etc.)
• Arranging times and dates for Shareholders to inspect their Horses at the stables or spelling properties.
• Assistance with RaceDay ticketing where applicable.
• Maintain professional indemnity insurance.
• Naming and registration of the Horses.
• Transfers of ownership.

2.3.1 Manager’s Fees

The Manager is paid a monthly management fee of $1,540 (incl. GST) per month.

In the event that a Horse is sold, the Manager is also entitled to a sale fee of 5% (plus GST) of the sale price under the terms of its agreement with the Company. In the event that a Horse is retired to stud, the Manager is entitled to 2 service rights per annum for the lifetime of the standing stallion and 5% of the sale price under the terms of its agreement with the Company.

There is no management break fee payable in the event the Management Agreement is terminated. The Management Agreement is attached to this prospectus as an annexure.

2.4 Significant dependencies

The Company is dependent upon key services provided by the Manager (see section 2.3) and the trainers engaged to provide training services. More details are set out regarding the trainers below.
2.4.1 Proposed trainer/s

**Trainer: Darren Weir – Ballarat VIC**

3YO STAR WITNESS X COOPER’S GIRL FILLY

From humble beginnings, just ten years later in 2005, Darren became the leading Victorian Country Trainer for the first time. At the conclusion of the 2013/14 season Darren Weir had also claimed the Victorian Metro Trainer Premiership, becoming the first country-based trainer to do so. Not only has he maintained his mantle each year since, but Darren also now holds the Commonwealth training record for most number of wins in a season, firstly breaking it in season 2015/16 with 347 wins, and eclipsing it again in 2016/17 with 449.

Darren Weir is on target to break the Commonwealth record once again in 2017/18 season where he has 440 wins including 9 Group one winners.

Darren Weir’s recent Group one success include LAND OF PLENTY (Toorak Handicap), BLACK HEART BART (Futurity Stakes, CF Orr Stakes, Underwood Stakes, Goodwood Stakes, Memsie Stakes), TOSEN STARDOM (Emirates Stakes, Toorak Stakes), HUMIDOR (Makybi Diva Stakes, Australian Cup), GAILO CHOP (Caulfield Stakes, Ranvet Stakes), BRAVE SMASH (Futurity Stakes), HELLBENT (William Reid Stakes), AMPHITRITE (Thousand Guineas) and LEICESTER (South Australian Derby).

**Trainer: Gerald Ryan – Rosehill NSW (Trained Rubick)**

2YO RUBICK X FINE SOCIETY COLT

Gerald Ryan was a former top jockey and has vast experience as a trainer preparing feature race winners. He is considered by most as not only one of the best trainers, but one of the best horse men in Australia.

Gerald has won the Brisbane Trainers’ premiership, South East Trainers’ premiership (twice). He finished in the top 5 of the Melbourne trainers’ premiership on 3 occasions and has been in the top 10 of the Sydney trainers’ premiership 6 out of the past 7 years.

Gerald Ryan has trained many racehorse’s to Group One success including b (Golden Rose, TJ Smith, All Age Stakes), SNITZEL (Oakleigh Plate), MELITO (TJ Smith, BTC Winter Stakes), HURRICANE SKY (Blue Diamond Stakes, AJC All Age Stakes), CLANGALANG (AJC Derby, Epson Handicap), SNITZERLAND (VRC Lightening) and RECURRING (AJC Railway Stakes).

Gerald Ryan has successfully trained many horses that have stood at stud as a sire including champion stallion SNITZEL also RUBICK, ROTHESAY and TIME OF WAR.

“One of the most important aspects of training is placing the horses where they can win” – Gerald Ryan.
Trainer: Mick Price – Caulfield VIC

2YO UNENCUMBERED X SHARPA MAGIC COLT

Mick Price gained his license in 1991 and while he enjoyed some early success the big move came in 1996 when he moved into stables at Caulfield that Lee Freedman had previously operated from. The move to Caulfield saw Price move from a bit part to a big player in the Victorian training ranks. He is now firmly established in the top echelon of trainers not only in Victoria but Australia.

Mick Price has prepared more than 100 winners a season for the past 10 seasons, a position that puts him in rare company. Mick Price has enjoyed abundance of success with 36 Group 1 wins and more than 2000 career wins. Mick Price has a fantastic record with two-year-olds and has produced a number of stallions including Extreme Choice and Flying Artie which both have started stud duties in the 2017 season.

Mick Price’s notable Group one success SEABROOK - Blueblood Thoroughbreds (Champagne Stakes), SECRET AGENDA - Blueblood Thoroughbreds (Robert Sangster Stakes), LANKAN RUPEE (Lightning Stakes, Manikato Stakes, TJ Smith Stakes, Newmarket Handicap, Oakleigh Plate), TARZINO (Victoria Derby, Rosehill Guineas) GRUNT (Makybe Stakes, Australian Guineas), MIGHTY BOSS (Caulfield Guineas) and HIYAAM (Vinery Stud Stakes).

Trainer: Toby Edmonds – Gold Coast QLD

2YO FOXWEDGE X HER DIAMOND SPIRIT FILLY

Toby Edmonds started training in the late 1980s with a small team and moved to the Gold Coast in 1994 where he trained successfully until taking up an opportunity to train privately for Pedrille Thoroughbreds in 2000.

Edmonds then moved out on his own in 2003 to Warwick Farm in Sydney and spent six years there before relocating to the Gold Coast again in 2011 where he has been based since.

The Edmonds stable is a major force in south-east Queensland and enjoyed stunning success in 2017 when filly Houtzen won the Gold Coast Magic Millions 2YO Classic.

Toby Edmonds's first major winner was Supercut in 1996 and he also enjoyed good success in 2017 with The Virginian who won the Ipg Marketing Chief De Beers.

Trainer: Ryan Balfour – Morphettville SA

YEARLING EXOSPHERE X TIPSY LANE FILLY

Ryan Balfour spent many years working alongside his father David in Singapore and Malaysia throughout the 1990’s. In 2012 he went into partnership with his father.

David Balfour passed away in 2014 but the stable remains one of the state’s strongest.

Ryan Balfour has remained a regular fixture in the top 10 in the Adelaide trainers premiership and is considered by many as the next rising star.

Ryan has already trained over 190 winners in his short career.
Veteran trainer Neville Parnham has been a leading trainer in Perth for more than two decades.

After a short career as a jockey ended by weight restrictions, Parnham took out his trainer’s license in 1983 and worked hard in those early years travelling horses throughout the state.

Parnham won his first trainers premiership in 1992 and his second in 1999 which would start a run of 12 straight trainers’ premierships in Western Australia.

Parnham was inducted into the WA Racing Hall Of Fame in 2014.

Major victories for Parnham include the 2010 and 2011 Group I Kingston Town Classic with Playing God, who was also named WA horse of the year in season 2010/11. Neville has trained over 1000 winners.

2.5 Strategy and plans

The Company has been set up to purchase the Horses and manage their entire racing career. The Company is offering Shareholders the opportunity to receive any benefit of race winnings and potential future breeding revenue and proceeds.

2.6 Finance arrangements

The terms of the credit facility used to purchase the Horses are as follows:

- $440,000 in borrowings available under credit terms.
- Drawn down funds are not subject to interest.
- The credit facility is provided on an unsecured basis.
- The Company must apply future capital raised under the Offer to repay any amounts drawn down under the credit facility at which time the facility will be terminated.

2.7 Valuation

A valuation by a qualified bloodstock valuer who is independent of the Company and the Manager is attached to this prospectus as the Horses were acquired privately and there is a conflict of interest (see paragraph 2.7 below).

2.8 Conflict of interest

At the time of purchase, the sole director and shareholder of the Manager, Racing Club Pty Ltd is the same director of Racing Club No 2 Ltd and the same director of BlueBlood Thoroughbreds. BlueBlood Thoroughbreds acted as the bloodstock advisor in the purchase of these Horses. For this reason, the Manager, Racing Club Pty Ltd obtained independent valuations from a registered Member of the Federation of Bloodstock Agents, namely, Mr John Ford (see paragraph 2.6 above), to ensure the Horses were purchased at fair market value.

3. RISK FACTORS

3.1 Business risk factors

3.1.1 Horses racing risks

The following risks could impact the ability of the Horses to participate in races:
• Injury to the Horses in the course of its training or when participating in races;
• Sickness, disease or death of the Horses;
• The Horses could prove unsuitable for Horses racing; and
• The cost of racing, including managing and training the Horses could increase leading to a reduction in any returns to Shareholders.

Horses can get sick, lame, suffer from disease, feeding disorders, pests or parasites and be unable to race or train for extended periods of time. As a result, the Company may incur significant unexpected expenses such as vet bills and rehabilitation costs. Injury or illness can affect any Horses and can reduce or end a Horses racing career or ability to produce as a Broodmare.

High class races have a much lower rate of injury than low class races. While this could be attributed to many factors, including the quality of the Horses, economics, or medications, the trainer still must make the decision to run a Horses or not to run a Horses. Because leading trainers consistently get the best Horses, injury rates by race class should correspond to injury rates by trainer.

<table>
<thead>
<tr>
<th>Race Class</th>
<th>Career Ending Injury Rate</th>
<th>Career Ending Injuries</th>
<th>Starts</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>2.27%</td>
<td>553</td>
<td>243,854</td>
</tr>
<tr>
<td>Low</td>
<td>4.11%</td>
<td>2,566</td>
<td>624,265</td>
</tr>
</tbody>
</table>


If the Horses are unable to participate in a race, the amount of dividends payable is likely to be lower because there will be no prize money attributable to that race. If the Horses are no longer suitable for Horses racing because it is permanently injured or suffers from sickness or disease, the Horses will likely be sold at a loss, and this will significantly impact the distributions Shareholders receive upon wind up of the Company.

3.1.2 Reliance on directors and key persons

The Company has no operating history and relies on the skills of the directors, trainers of the Horses and Racing Club Pty Ltd to manage the racing career of the Horses. An investment in the Company is therefore heavily dependent on the involvement of the directors and these other key persons.

The trainers of the Horses are engaged by the Company in accordance with the trainers’ standard terms of trade. These standard terms allow the trainers to terminate for convenience on short notice. If this happens, the Horses may be left without a trainer until new trainers are engaged, and the terms of engagement may be on less favourable terms. However, it is likely that Racing Club No 2 Ltd can secure alternative successful and qualified trainers by using its existing networks and experience in the industry. There will also be delays in the Horses commencing its racing career, with a corresponding increase in expenses and no ability to win prize money for a period.

The Company’s ability to effectively manage the Horses racing careers and perform the necessary administrative functions depends upon the performance and expertise of the directors and Racing Club No 2 Ltd. The loss of these key personnel, or any delay in their replacement, may adversely affect the Horses performance or eligibility to participate in races, and this will have a negative impact on the amount of dividends to be distributed.

3.1.3 Downturn in Horseracing industry

The state of the Horseracing industry is largely correlated with the health of the domestic economy. If there is a downturn in economic activity, it is likely that the pool of prizemoney, the level of investment in the industry and the
value of the Horses will decrease. This means that upon selling the Horses, the Company will receive less sale proceeds than if the state of the Horseracing industry was healthier.

3.1.4 Changes in legislation and regulations

Changes in legislation and regulations such as the Australian Rules of Racing could affect the Horses’ ability to participate in races, and therefore could affect the amount of Shareholder returns. In addition, the Company could be subject to additional legal or regulatory requirements if its business, operations or geographic reach expand in the future.

The Company is primarily subject to the Australian Rules of Racing administered by Racing Australia Limited. Each Australian State and Territory has a Principal Racing Authority which supervise and licence industry participants. The Company is also subject to the Corporations Act 2001. Legislation and racing rules change from time to time, and the changes could result in the Horses not being able to participate in certain races. This means the Horses will have less chance to win prize money, which will negatively impact on the amount of dividends available for distribution.

3.2 Investment risk factors

3.2.1 No guarantee of returns

Any person investing in shares in the Company should be aware that Horseracing is a speculative venture with no guarantee of returns. A person subscribing to this offer should regard their shares as an entry into racingHorseracing for entertainment value rather than returns. There is also a risk to capital, for example, if the Horses proves unfit for racing, it may be sold off for a price less than its cost, plus ongoing expenses. The best pedigree and training also cannot guarantee a winning Horses. The Horses could simply lack the desire or ability to perform at the necessary level.

3.2.2 Trading in Shares may not be liquid

As shares in the Company are not listed on any stock exchange, there is no liquid market for the shares.

Shareholders may sell their shares to a third party or an existing Shareholder. To facilitate this, the Company will maintain a register of the shares that any Shareholder wishes to make available for sale and will inform any prospective purchaser who expresses an interest. However, the Company is legally constrained from soliciting for purchasers on behalf of sellers or otherwise make a market for shares.
4. FINANCIAL INFORMATION

4.1 Financial Affairs

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**Racing Club No 2 Ltd**

**ABN 22 839 398 409**

**Balance Sheet**

As At 14 November 2018

<table>
<thead>
<tr>
<th>Assets</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
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<tr>
<td>Cash</td>
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<tr>
<td>Accounts receivable</td>
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<td>GST Receivable</td>
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<tr>
<td>Inventory</td>
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<td>Prepaid expenses</td>
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</tr>
<tr>
<td>Shareholder Loan</td>
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<td>1,356,000</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>1,356,000</td>
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<tr>
<td><strong>Fixed (Long-Term) Assets</strong></td>
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<tr>
<td>Long-term investments</td>
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<tr>
<td>Property, plant, and equipment (Less accumulated depreciation)</td>
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<tr>
<td>Intangible assets</td>
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<tr>
<td><strong>Total fixed assets</strong></td>
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<td><strong>Other Assets</strong></td>
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<td>Deferred income tax</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>Total Other Assets</strong></td>
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</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>1,796,000</td>
<td></td>
</tr>
</tbody>
</table>

| Liabilities and Owner's Equity |       |       |
| Current Liabilities |       |       |
| Accounts payable | 440,000 |       |
| Income taxes payable |       |       |
| Accrued salaries and wages |       |       |
| Unearned revenue |       |       |
| Current portion of long-term debt |       |       |
| **Total current liabilities** | 440,000 |       |
| Long-Term Liabilities |       |       |
| Long-term debt |       |       |
| Deferred income tax |       |       |
| Other |       |       |
| **Total long-term liabilities** |       |       |
| Owner's Equity |       |       |
| Capital Paid |       |       |
| Capital Unpaid |       | 1,356,000 |
| Retained earnings |       |       |
| Other |       |       |
| **Total owner's equity** | 1,356,000 |       |
| **Total Liabilities and Owner's Equity** | 1,796,000 |       |

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An auditor’s report and pro forma balance sheet accompanies this Prospectus.
5. BOARD AND MANAGEMENT

5.1 Board of Directors

The Company's Board comprises 3 Directors. A biography of each Director is contained in the table below.

<table>
<thead>
<tr>
<th>Director</th>
<th>Biography</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carol Walsh</td>
<td>Carol Walsh has consented to be a Director of RACING CLUB NO 2 LTD. Carol is also the sole Director of the prominently renowned and successful Racehorse Syndication company, Blueblood Thoroughbreds (AUST) Pty Ltd for over 8 years and has been involved in the industry for over 13 years. Carol acquired her full ASIC AFS License No. 413585 in December 2011 and has completed the ASIC Regulatory Guide 91 (RG91) Horse breeding schemes and horse racing syndicates. She is an authorised Promoter of Racing Victoria Limited and the Queensland Racing Integrity Commission which authorises the promotion of racehorses. Carol has been involved in the purchase of multiple Stakes winning horses including Seabrook, who won the 2018 Group 1 Champagne Stakes and the 2018 Group 2 Sweet Embrace Stakes and also contested the 2018 $5.3M Group 1 Golden Slipper running 5th place as a 2YO, Secret Agenda (retired to stud 2018) who won the $1M Group 1 Robert Sangster Stakes in 2017 amongst other multiple Group races with stakes earnings of $1,549,400, She's So High who won the Group 3 Proud Miss Stakes and the Listed Incognitus Stakes in 2018, Unite and Conquer (colt) who won his debut in the Listed Maribyrnong Trial Stakes in 2018 as a 2YO, Le Mans, Berlutti and Son Of A Snitz who sold to HK for $450,000 (all trained by Mick Price), Sedanzer who won the Group 2 Brisbane Cup and the Listed Scone Cup in 2018 (trained by Gai Waterhouse), Black Revolver, Rock Temple (trained by Chris Waller) and Encostanati (trained by Bjorn Baker) Carol Walsh is also the Director of the successful Racing Club No 1 Ltd which has already produced a winner namely, No More Bids (trained by Mick Price). She is also the sole Director of a successful breeder under her company, BBT Breeding and Racing Pty Ltd which assists in her overall purchasing of Bloodstock including Stakes Performer, Yulong Baby (trained by Mick Price).</td>
</tr>
<tr>
<td>Christopher Walsh</td>
<td>Christopher Walsh has also consented to be a Director of RACING CLUB NO 2 LTD. Chris Walsh supports and has assisted his wife, Carol Walsh, for the past 13 years. He handles event functions and regular open days.</td>
</tr>
<tr>
<td>Jeremy Azzopardi</td>
<td>Jeremy Azzopardi has also consented to be a Director of RACING CLUB NO 2 LTD. Jeremy has been involved in the horse racing industry for over 18 years as an owner, breeder and as a Director of a major syndicator back in 2004. Owning racehorses is a passion for Jeremy’s and he has also purchased, managed and marketed multiple Group One winners and performers. He is also a successful breeder. Jeremy Azzopardi brings a wealth of knowledge and experience to the board in both the financial and thoroughbred industries. Jeremy was self-employed for over 25 years in the finance industry where he was very successful. His education is vast where he currently holds a certificate IV business a Certificate IV finance and banking and a Certificate III in marketing. Jeremy’s experience as a Mortgage Banker for 10 years excelled him to venture to start his own Private Lending business. He was highly regarded in his field of expertise and he was approved and granted by 3 leading trustee companies to manager their Second Tier Private Banking agencies. Jeremy has been involved in the purchase of multiple Group One winners and has assisted in the sale of multiple Group One horses. Jeremy is also the Director of a successful breeder under his company, BBT Breeding and Racing Pty Ltd which assists in his overall purchasing of Bloodstock including Stakes Performer, Yulong Baby (trained by Mick Price).</td>
</tr>
</tbody>
</table>
5.2 Interests of Directors

Carol Walsh is the sole director and shareholder of Racing Club Pty Ltd, the Manager, who will receive benefits from the Company in relation to fees payable for administration, marketing and accounting services which will be provided by Racing Club Pty Ltd. Carol Walsh may benefit from this arrangement through distributions of dividends to her as a shareholder of the Manager. She is not paid a salary for her role as director of the Manager. The constitution of the Company allows the directors of Racing Club Pty Ltd to retain any profits made through this arrangement.

5.3 Corporate Directory

Directors: Mrs. Carol Walsh  
Mr. Christopher Walsh  
Mr. Jeremy Azzopardi

Registered Office: Nexus Norwest  
Level 5, 4 Columbia Court  
Baulkham Hills NSW 2153

Company Secretary: Carol Walsh  
P.O. Box 6992  
Baulkham Hills BC NSW 2153

Bankers: ANZ  
Shop 54/55 Rouse Hill Town Centre,  
Windsor Rd,  
Rouse Hill NSW 2155

Auditor: Prospect Accountants  
Mr. Tim Meehan  
Suite 5, Level 1, 74 Doncaster Road,  
North Balwyn VIC 3104

Compliance Lawyers: The Fold Legal Pty Ltd  
Ms. Jaime Lumsden Kelly  
16 O’Connell St,  
Sydney NSW 2001

6. DETAILS OF THE OFFER

6.1 Structure of the offer

This Prospectus relates to an offer of 800 fully-paid ordinary shares. Each Shareholder must subscribe to a minimum of 1 ordinary fully paid share at $1,695 per share, or by six payments - $395 up front and five further equal monthly
instalments of $260. Before subscribing for shares on an instalment basis, potential Shareholders should consider their financial capacity to meet instalment liabilities.

Shares paid for on the Payment Plan system will be partly paid ordinary shares and will carry the same voting rights as fully paid ordinary shares. If payment for the shares is in arrears or default as per the Company's Constitution, voting rights will be suspended.

**THERE IS NO FURTHER FINANCIAL OUTLAY OTHER THAN THE SUBSCRIPTION MONIES.**

6.1.1 Minimum subscription

The minimum subscription for this offer to proceed is 800 shares. No shares will be issued until the minimum subscription has been achieved.

6.1.2 Maximum subscription

The maximum subscription for this offer is 800 shares. Subscriptions will be accepted in the order in which they are received. If an application is received subscribing to more shares than are still available, the subscription will be accepted for the number of shares still available and the balance of the subscription monies refunded. Any subscriptions received after the offer is fully subscribed will be refunded in full.

6.1.3 Underwriting arrangements

This offer is fully underwritten by Blueblood Thoroughbreds (Australia) Pty Ltd (Blueblood Thoroughbreds). In the event that the offer is not fully subscribed, Blueblood Thoroughbreds has agreed to purchase any or all unsubscribed shares, or to procure applications for any or all shares, or any combination thereof. No fees are paid to Blueblood Thoroughbreds in respect of the underwriting arrangement.

The underwriting agreement may be terminated by Blueblood Thoroughbreds in the event that one or more of the Horses is declared unfit to race before this offer closes.

Blueblood Thoroughbreds is a related party of the Manager. Carol Walsh, the sole director and shareholder of the Manager, is also the sole director and shareholder of Blueblood Thoroughbreds.

In the event that the offer is less than 50% subscribed, Blueblood Thoroughbreds will acquire a controlling interest in the Company by virtue of the underwriting arrangements in place. This means Blueblood Thoroughbreds will control the votes at any meeting of the Shareholders.

Blueblood Thoroughbreds has the financial capacity to underwrite this offer, and will pay for any shares issued to it by monthly instalments over a period of two years, or such shorter period as may be necessary to cover the operating costs of the Company as and when they fall due.
6.2 Proposed use of proceeds

The total gross proceeds under the offer is expected to be $1,356,000. The proceeds of the offer will be applied as follows:

<table>
<thead>
<tr>
<th></th>
<th>Dollars</th>
<th>% of total raised</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCOME - Shareholder's Funds from the offer</strong></td>
<td>$1,356,000.00</td>
<td></td>
</tr>
<tr>
<td>Interest earned over 3 years (approximately)</td>
<td>$9,870.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$1,365,870.00</td>
<td></td>
</tr>
</tbody>
</table>

**EXPENDITURE (3 YEARS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Dollars</th>
<th>% of total raised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Horses</td>
<td>$440,000.00</td>
<td>32.44</td>
</tr>
<tr>
<td>Breaking-In and education expenses</td>
<td>$22,000.00</td>
<td>1.62</td>
</tr>
<tr>
<td>Accounting and Auditing Costs</td>
<td>$32,000.00</td>
<td>2.36</td>
</tr>
<tr>
<td>Bank Charges &amp; Card Charges</td>
<td>$21,000.00</td>
<td>1.54</td>
</tr>
<tr>
<td>Company Establishment (including ASIC and setup costs)</td>
<td>$7,000.00</td>
<td>0.51</td>
</tr>
<tr>
<td>Prospectus production, legal review and sign off and ASIC lodgement costs</td>
<td>$15,000.00</td>
<td>1.10</td>
</tr>
<tr>
<td>Print and Postage (over three years)</td>
<td>$12,500.00</td>
<td>0.92</td>
</tr>
<tr>
<td>Training/Spelling/Veterinary/Registration costs etc. (over three years)</td>
<td>$483,500.00</td>
<td>35.66</td>
</tr>
<tr>
<td>Mortality Insurance (1 year $440,000)</td>
<td>$47,000.00</td>
<td>3.47</td>
</tr>
<tr>
<td>Racing Expenses (Track fees, Vet Stables, Vitamins, Drenching, Dental etc)</td>
<td>$30,000.00</td>
<td>2.21</td>
</tr>
<tr>
<td>Advertising and Capital raising Costs</td>
<td>$29,000.00</td>
<td>2.14</td>
</tr>
<tr>
<td>Director's professional advice, licence, process &amp; document formation fees</td>
<td>$15,000.00</td>
<td>1.10</td>
</tr>
<tr>
<td>BBT's Compliance Management Fees (over three years)</td>
<td>$35,000.00</td>
<td>2.58</td>
</tr>
<tr>
<td>Administration and Management Fees over three years</td>
<td>$60,000.00</td>
<td>4.42</td>
</tr>
<tr>
<td>Information Dissemination (over three years)</td>
<td>$15,000.00</td>
<td>1.11</td>
</tr>
<tr>
<td>Web Pages construction and three years maintenance</td>
<td>$20,000.00</td>
<td>1.47</td>
</tr>
<tr>
<td>CRM data base construction and maintenance</td>
<td>$12,000.00</td>
<td>0.88</td>
</tr>
<tr>
<td>Director's Fee (inclusive over three years)</td>
<td>$60,000.00</td>
<td>4.42</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$1,356,000.00</td>
<td></td>
</tr>
<tr>
<td>Surplus (based on full subscription)</td>
<td>$9,870.00</td>
<td>0.72</td>
</tr>
</tbody>
</table>

6.3 Terms and conditions of the offer

<table>
<thead>
<tr>
<th>Topic</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the type of security being offered?</td>
<td>Fully-paid ordinary shares in the Company.</td>
</tr>
<tr>
<td>What are the rights and liabilities attached to the security being offered?</td>
<td>The following rights and entitlements are attached to the offered shares:</td>
</tr>
</tbody>
</table>
### Topic | Summary
--- | ---
- | Entitlement to dividends for profit generated by Horses racing prize money;
- | Entitlement to potential future breeding revenue and proceeds;
- | The shares will rank equally on any return of capital by the Company. Upon the winding up of the Company, any surplus monies from the proceeds of all the Company’s assets shall be distributed to Shareholders in accordance with the provision of the Corporations Act;
- | The Shares are full voting shares;
- | Subject to the Company’s Constitution and the Corporations Act, Shares in the Company are freely transferable.

| What is the consideration for each security being offered? | The price of each share under offer is $1,695. |
| What is the offer period? | The offer opens on 23rd November 2018. The offer closes on 22nd December 2019. |
| Is the offer for the issue of new securities or the sale of existing securities? | This offer is for the issue of new securities. |
| When will Shareholders receive confirmation their application has been successful? | Dispatch of share certificates upon successful subscription to the offer will occur by no later than 12 January 2020. Unsuccessful applicants will also be notified at this time and monies paid will be refunded within 30 days of the close of this Prospectus. |
| Are the securities listed? | The shares in the Company are not listed on any stock exchange. |
| Is the offer underwritten? | The offer is not underwritten. |
| Are there any escrow arrangements? | There are no escrow arrangements. |
| Where will funds raised be held? | All funds raised by this Prospectus shall be held in a designated Trust Account, namely Racing Club No 2 Ltd held with the ANZ Bank at Rouse Hill NSW, until such time as the offer closes or the minimum number of shares has been taken up. |
| What is the Company’s capital structure? | Ordinary shares on issue as at 23rd November 2018 | 800 |
| | Maximum number of ordinary Shares to be issued under this Offer | 800 |
| | Total on Offer completion | 800 |
| Are there any significant taxation implications? | There may be taxation implications associated with owning and disposing of Shares. As these implications will depend upon a Shareholder’s particular circumstances, all potential Shareholders are encouraged to obtain their own taxation advice in respect of acquiring, holding and selling Shares. |

### 6.4 Benefits

Benefits of the offer include:
- Payment Plan available: consists of 6 payments - 1st instalment of $395 is payable upfront followed by 5 equal monthly instalments of $260)
• 3 years total running expenses for 6 horses is included in this offer. No more to pay
• Some or part of the Portfolio Racehorses have been paid up or are eligible for Bonus Schemes such as BOBS and BOBS Extra, Super Vobis and Vobis Gold, WestSpeed, Golden Slipper and Golden Rose, Blue Diamond, etc.
• To be placed with leading metropolitan trainers in Australia such as Darren Weir (VIC), Gerald Ryan (NSW), Mick Price (VIC), Ryan Balfour (SA), Toby Edmonds (QLD) and Neville Parnham (WA).
• Full Racehorse updates via email when spelling, pre-training, racing, etc.
• Updates to include trainers’ reports, videos, race acceptance, form and assessments
• Links to Race Replays and historical form are stored on the web site in case you miss a race
• Rotational entry for a maximum of 40 Owners, 20 tickets to the mounting yard to meet the trainer and jockey and 20 Members tickets to the members area.
• Daily management of the Racehorse’s career, maintained professionally by the Racing Club and Blueblood’s team.
• Audited accounting and full transparent reporting

6.5 Dividend Policy / Prize Money and Sales Proceeds Distribution

All prize-money won by the Horses will be deposited directly into the Manager’s trust account called Racing Club No 2 Ltd with a Sydney branch of the ANZ Bank.

In accordance with the Rules of Racing in Australia, all prize-money is distributed to the Shareholders as dividends after remunerations are distributed to the trainer, jockey, welfare program and jockey insurance, and the withholding of any funds required to cover major race acceptances for which the Horse is eligible or nominated. The percentages are automatically determined by each State and may vary from State to State. Prize-money will be credited to the Shareholder’s account maintained by the Company. Every 3 months’ the Directors will review the Shareholders’ accounts, and where more than $1,000 stands to the credit of any Shareholder, the Manager will arrange for the amount owing to that Shareholder to be credited to the Shareholder’s nominated bank account.

Racing Club Pty Ltd will be entitled to 8% (plus GST) of gross prize money under its management agreement with the Company. Gross prize money includes the prize money, breeders’ bonus and incentive scheme payments.

6.5.1 Distribution from sale of Horses

In the event that the Horses are all sold, the Company will be wound up and distributions to Shareholders will be made in accordance with the Corporations Act.

6.5.2 Trophies

In accordance with the Rules of Racing AR57 (2) (c), the Manager of the Horses will be entitled to receive and obtain all original trophies won by that Horses. Any Shareholder wishing to acquire a replica of the original trophy, can formally make a request to the Manager to assist them.
7. **GLOSSARY**

**ASIC** means the Australian Securities and Investments Commission.

**RCN2 or Company** means Racing Club No 2 Ltd (ABN 90 627 234 637)

**Racing Club Pty Ltd or Manager** means Racing Club Pty Ltd (ABN 65 628 508 298).

**Board** means the board of directors of the Company.

**Director** means a director of the Company.

**Prospectus** means this document, being a prospectus for the purpose of Chapter 6D of the Corporations Act and any supplementary or replacement prospectus.

**Share** means a fully paid ordinary share in the capital of the Company.

**Shareholder** means a registered holder of a Share.
8. EXECUTION OF PROSPECTUS

This Prospectus has been duly executed by or on behalf of each of the Directors whose name appears below on the date of this Prospectus. The Directors accept no responsibility for the information contained within this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is accurate and does not omit anything likely to affect the import of such information. Each Director of the Company consents to the lodgement of this Prospectus with ASIC.

……………………………………………………
Carol Walsh
Director, Secretary and Company Officeholder

……………………………………………………
Christopher Walsh
Director and Secretary

……………………………………………………
Jeremy Azzopardi
Director and Secretary
9. HOW TO APPLY FOR SHARES

Applications to acquire 1 Share in the Prospectus will only be accepted on the application form attached to this Prospectus. The application form must be fully completed.

Application forms must be accompanied by payment in Australian dollars for an amount equal to the application monies. Payment can be made via cheque, direct deposit or credit card. Cheques must be made payable to “Racing Club No 2 Ltd” and crossed “Not Negotiable”.

Alternatively, you may make payment of application monies via EFT/direct transfer to the following account:

ANZ BANK
Racing Club No 2 Ltd
BSB: 012 246
Account Number: 417632185

Reference (Important): please ensure that you reference the payment in the same name as your share application form OR a contact number if you cannot use letters. i.e. the first named person on the application or their contact number.

Applications must be for a minimum of 1 Share offered under this Prospectus. Applications may be made for additional Shares in the Prospectus in multiples of one.

The completed Application Form, together with application monies or remittance advice, must be returned to the Director by email to owners@racingclub.net.au, fax to 02 9672 6412 or delivery to the following address:

Carol Walsh
Racing Club No 2 Ltd
PO Box 6992
Baulkham Hills BC NSW 2153

Applicants should read this Prospectus in its entirety, before deciding to complete and lodge an Application Form.

An application constitutes an offer by the applicant to acquire 1 Share in the Company on the terms and subject to the conditions set out in this Prospectus. The Director reserves the right to reject any application, including but not limited to applications that have been incorrectly completed, or are accompanied by cheques that are dishonoured or have not cleared.
10. APPLICATION FORM

RACING CLUB NO 2 LTD

Please print clearly. You are advised to keep a copy for your records.

I/We apply for ___________ share(s) in RACING CLUB NO 2 LTD.

Title: _______ Surname: ______________________ Given Names: __________________________

Address: ______________________________________________________________________

City: ________________________________ State: _________ Postcode: _____________

Phone: ____________________ Mobile: _________________________ D.O.B. ____ / ____ / ____

Email: _______________________________________________________________________

Occupation: ____________________________________________________________________

Partners: (Max of 5 partners)

Full Name: ________________________ Email address: __________________________________

Full Name: ________________________ Email address: __________________________________

Full Name: ________________________ Email address: __________________________________

Full Name: ________________________ Email address: __________________________________

Full Name: ________________________ Email address: __________________________________

Return your completed application with payment attached to:

RACING CLUB NO 2 LTD
P.O. BOX 6992
Baulkham Hills BC NSW 2153

DECLARATION BY APPLICANTS

By lodging this application, the applicant confirms that he/she has read the Prospectus and that all declarations made by him/her are complete and accurate. The applicant also agrees to be bound by the constitution of RACING CLUB NO 2 LTD. Return of this application form with payment will constitute your offer to subscribe for ordinary shares in the company. Directors reserve the right to accept or reject any application in case of over subscription.

APPLICANT SIGNATURE: ___________________________________________ Date: __________________
PAYMENT METHODS

1. Paying by cheque or money order:
   I/We enclose my/our cheque/money order for $____________ payable to: Racing Club No 2 Ltd

2. Paying by credit card:
   Type of card (circle)  Mastercard  Visa  AMEX
   
   Card Number ________________________________  Expiry Date ______ / ______
   Name on card ________________________________  Total Amount $____________
   Signature ________________________________

3. EFT PAYMENT – See bank account details on page 33

TICK PREFERRED OPTION

☐ Payment in Full $1,695 now – or

☐ $395 now, and 5 x $260 monthly payments **

** (NB. If paying by Credit Card, the instalments will be AUTOMATICALLY DEDUCTED. If you enter this Payment Plan between the 1st & 15th of the month, your subsequent payments of $260 per month will be debited from your account on the 15th of the following month and each month thereafter. If you enter this Payment Plan between the 16th & 31st of the month, your subsequent payments of $260 per month will be debited from your account on the last day of the following month and each month thereafter).

BANK ACCOUNT DETAILS FOR DISTRIBUTION OF DIVIDENDS

Account Name:__________________________________________________________

BSB:______________________  Account Number:______________________________
ANNEXURE A – MANAGEMENT AGREEMENT

Management Agreement

RACING CLUB PTY LTD ABN 65 628 508 298
1.1.1 (Manager)
RACING CLUB NO 2 LTD ABN 32 628 368 409
1.1.2 (Company)
Details 3

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3. Other Services .................................................................................................................................... 5
4. The Manager's overarching obligations ............................................................................................. 6
5. Security, privacy and confidentiality ................................................................................................... 6
6. Personnel ............................................................................................................................................. 6
7. Fees ..................................................................................................................................................... 6
8. Expenses .............................................................................................................................................. 7
9. Term ..................................................................................................................................................... 7
10. Variation of Services .......................................................................................................................... 7
11. Representations and warranties ......................................................................................................... 8
12. GST ..................................................................................................................................................... 8
13. Address for notices and reports ......................................................................................................... 8
14. Severance ........................................................................................................................................... 8
15. Entire agreement ................................................................................................................................. 8
16. Amendment ....................................................................................................................................... 8
17. Governing law and jurisdiction ......................................................................................................... 8
18. Waiver ............................................................................................................................................... 8
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Signing page ............................................................................................................................................ 11
Date 14th November 2018

Parties

<table>
<thead>
<tr>
<th>Name</th>
<th>Racing Club Pty Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>65 628 508 298</td>
</tr>
<tr>
<td>Short form name</td>
<td>Manager</td>
</tr>
<tr>
<td>Notice details</td>
<td>PO Box 6992</td>
</tr>
<tr>
<td></td>
<td>BAULKHAM HILLS BC NSW 2153</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Racing Club No 2 Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>32 628 368 409</td>
</tr>
<tr>
<td>Short form name</td>
<td>Company</td>
</tr>
<tr>
<td>Notice details</td>
<td>Nexus Norwest, Level 5</td>
</tr>
<tr>
<td></td>
<td>4 Columbia Court</td>
</tr>
<tr>
<td></td>
<td>BAULKHAM HILLS NSW 2153</td>
</tr>
</tbody>
</table>

Background

A. Company has agreed to appoint the Manager to provide certain management services.

B. This agreement sets out the terms of Company’s appointment of the Manager.
3 AGREED TERMS

1. Defined terms and interpretation

1.1 Defined terms

Board means the board of directors of Company.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for
general business in Sydney.

Commencement Date means 23 November 2018.

Corporations Act means the Corporations Act 2001 (Cth) and includes any regulations made under
that Act and any exemption or modification to that Act which applies to the Manager or Company.

End Date means 22 November 2021.

GST has the meaning given to it in the GST Act.


Insolvency Event means, in relation to an entity:

(a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any
of the assets or undertakings of the entity;

(b) the entity suspends payment of its debts generally;

(c) the entity is or becomes unable to pay its debts when they are due or is unable to pay its debts
within the meaning of the Corporations Act;

(d) the entity enters into or resolves to enter into any arrangement, competition or compromise
with, or assignment for the benefit of, its creditors or any class of them;

(e) an application (that is not frivolous or vexatious) or order is made for the winding up or dissolution
of, or the appointment of a provisional liquidator, to the entity or a resolution is passed or steps
are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for
the purpose of an amalgamation or reconstruction that has the prior consent of the other party;
or

(f) an administrator is appointed under the Corporations Act.

Services has the meaning provided in clause 2.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or
schedule or annexure to, this agreement, and a reference to this agreement includes any
schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated,
altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Queensland, Australia time;

(g) a reference to a party is to a party to this agreement, and a reference to a party to a document
includes the party's executors, administrators, successors and permitted assigns and
substitutes;
(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

(o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings
Headings are for ease of reference only and do not affect interpretation.

2. Appointment

2.1 Acceptance
On and from the Commencement Date, Company appoints the Manager and the Manager accepts the appointment, on the terms and conditions of this agreement, to provide to Company the services and reports set out in Schedule 1 (the Services).

2.2 Relationship
Nothing in this agreement constitutes a relationship of employment, agency or partnership between Company and either the Manager or any of its directors, officers or employees.

3. Other Services
If any other services, functions or duties:
(a) are not specifically referred to in this agreement and are not specifically excluded from the Services; and

(b) are incidental to the Services and essential to the proper performance and provision of the Services,

then such items are deemed to be a Service to the same extent as if expressly included.

4. The Manager’s overarching obligations
The Manager must:
(a) exercise its responsibilities and powers and discharge its duties under this agreement with a level of professional care appropriate for a professional provider of services in accordance with market best practice and methods; and
(b) comply with any reasonable directions, provided in accordance with this agreement, from Company in relation to the performance of the Services by the Manager.

5. **Security, privacy and confidentiality**

(a) The Manager must comply with any security protocols and procedures of Company and must use all reasonable endeavours to prevent the unauthorised use of, or interference with, any systems of Company and to prevent the loss, destruction, disclosure or unauthorised use of the data of Company.

(b) The Manager must use all reasonable endeavours to ensure that the Services do not cause Company (or any related entity of Company) to breach any obligation it has relating to the collection, use or disclosure of information, whether under the *Privacy Act 1988* (Cth) or any arrangement or relationship requiring confidentiality (*Privacy Requirements*).

(c) Company must provide all required notices to, and obtain all necessary consents from, all individuals to ensure that the provision of the Services does not cause the Manager to be in breach of any Privacy Requirements.

(d) The Manager must give reasonable assistance to any other party if a customer of Company or a regulator makes a complaint about the manner in which information is handled as a result of the Services.

(e) The Manager must take all necessary steps to maintain the confidentiality of confidential information obtained by it in relation to the Services or in relation to Company or its businesses as a result of the Services.

6. **Personnel**

The Manager must maintain adequately skilled and qualified personnel able to perform its obligations under the agreement.

7. **Fees**

(a) In consideration for the Manager providing the Services, the Manager is entitled to the fees calculated and payable by Company in accordance with Schedule 2.

(b) Company undertakes to exercise its power to cause the payment of any fees or other amounts payable to the Manager in accordance with Schedule 2.

8. **Expenses**

Company agrees to reimburse the Manager for all flights and accommodation expenses reasonably incurred by it in providing the Services.

9. **Term**

9.1 **Term**

This agreement commences on the Commencement Date and ends on the End Date, unless terminated earlier in accordance with this clause.

9.2 **Termination by Company**

Company may terminate this agreement by giving to the Manager:

(a) at any time, at least 90 days prior written notice; or

(b) written notice with immediate effect, if an Insolvency Event occurs in relation to the Manager.
9.3 Effect of termination
(a) The Manager must, within 30 Business Days of the effective date of termination of this agreement under this clause, deliver to Company or such other person as advised by Company to the Manager all accounts and records in relation to the Services.
(b) On termination of this agreement, if directed in writing by Company, the Manager must use reasonable endeavours to facilitate the transfer of the provision of the Services to a person nominated by Company in that direction.
(c) Upon termination of this agreement, the Manager must be paid by Company an amount equal to the aggregate of:
   (i) any accrued (as at the date of termination of this agreement) and unpaid fees within 30 Business Days of effective termination; and
   (ii) all charges and expenses incurred in the actions envisaged by this clause.

9.4 Claims and Transactions
The termination of this agreement does not affect any:
(a) transaction properly entered into prior to termination;
(b) claims, rights and obligations of the parties at the date on which termination occurs; or
(c) other claim which either party may have against the other.

10. Variation of Services
Company may, by executing an instrument in writing:
(a) either consent to, or waive an action of, the Manager which is at variance to this agreement;
(b) on the request of the Manager either consent to or waive the operation of a provision of this agreement for a fixed period or indefinitely; and
(c) vary, add or delete any service to be provided by the Manager, but only with the prior written consent of the Manager.

11. Representations and warranties
11.1 Mutual warranties
Each party represents and warrants that during the term of this agreement:
(a) it is duly authorised and has power to enter into, and perform its duties and obligations under, this agreement; and
(b) it has all licences, authorisations, consents, approvals and permits required by applicable laws or which it is required to obtain in order to perform its obligations under this agreement, and otherwise complies with all laws applicable to the performance of those obligations.

11.2 Warranties of the Manager
The Manager warrants and represents that during the term of this agreement it has the skill, facilities, capacity and personnel necessary to perform the duties and obligations under this agreement.

11.3 Inaccurate warranty
If a warranty given by a party to this agreement ceases to be accurate, that party must immediately advise the other party in writing as soon as it becomes aware that the warranty has ceased to be accurate.
12. GST

12.1 Interpretation
In this clause 12, a word or expression defined in the GST Act has the meaning given to it in that Act.

12.2 GST gross up
If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 12.2 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

12.3 Reimbursements
If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 12.2.

12.4 Tax invoice
A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

13. Address for notices and reports
Any notices and reports required to be given under this agreement must be in writing, signed by Authorised Persons and sent to the addresses and the relevant persons noted in the Details section of this agreement unless otherwise agreed.

14. Severance
Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That provision will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

15. Entire agreement
This agreement contains the entire agreement between the parties with respect to its subject matter.

16. Amendment
This agreement may only be amended in writing signed by both parties.

17. Governing law and jurisdiction
This agreement is governed by the laws applicable in the State of Queensland and the parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

18. Waiver
The right to exercise any right, power or remedy under this agreement will not be waived by any delay or failure to exercise or by any exercise in part.

19. Confidentiality
Each party will keep confidential any information acquired by it pursuant to this agreement except where the information has become publicly available other than by breach of this agreement or disclosure is required by law or regulation binding on the person making the disclosure.
20. **Counterparts**

This agreement may be executed in counterparts. All executed counterparts constitute one document.
Schedule 1 – Services

The Manager will provide to Company the following services and reports:

1. Racing Management of the portfolio of horses.
   Including but not limited to:
   (a) Designing and implementing careers and development of each animal to achieve maximum performance results and return on investment.
   (b) Brand management
   (c) Liaising with and selection of trainers, spelling farms, veterinary Managers, transport companies and all horse service providers
   (d) Management of sales processes and placement of the portfolio.
   (e) Provide comprehensive reporting on all activities to the Board
   (f) Seek Board approval on all proposed material financial matters.

2. Administration of the business
   Including but not limited to:
   (a) Registrations, nominations and returns
   (b) Managing expenses
   (c) Providing business direction in conjunction with the Board

3. Information dissemination to all shareholders
   Including but not limited to:
   (a) Managing email and App notifications including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Providing update reports on all animals
   (c) Providing social and activity news
   (d) Financial and business reports

4. Accounting Services and systems
   Including but not limited to:
   (a) Income and expenditure recording in Xero
   (b) Account payment review and processing
   (c) Preparing reports to the Board, Auditor
   (d) Preparing Financial and business reports for Shareholders
   (e) Reconciling Thoroughbred Payments reports to bank statements.

5. Development of online web and associated marketing expenses Including but not limited to:
   (a) Developing email systems to supply information to shareholders including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Providing web sites, landing pages and maintaining the information stream
   (c) Providing systems to promote social connection and activity news

6. Development of database
   (a) Developing automated marketing and notification for email systems to supply information to shareholders including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Maintenance and overview of the systems to provide reliable recording and reporting
   (c) Providing a Shareholder Register and recording all contact emails and documents with each Shareholder
   (d) Providing Secure Payments systems for share subscriptions and recording systems in Xero.

7. Supplying agistment, horse education and horse maintenance services from the Suppliers.
Schedule 2–Fees

The Manager will be paid the following fees as incurred for providing the Services in Schedule 1 and as listed in the Prospectus. The fees are also to include re-imbursement of all budgeted expenses absorbed before settlement:

- $1540 incl GST monthly fee
- 8% plus GST of Prize Money is payable to the Manager
- 5% plus GST for the sale of any horses in RCN2 is payable to the Manager
- There is no break fee.
EXECUTED as an agreement

Executed by Racing Club Pty Ltd ABN 65 628 508 298 in accordance with section 127 of the Corporations Act 2001 (Cth) by authority of its directors:

Signature of director and company secretary
Carol Ann Walsh
Name of director/company secretary (print)

Executed by Racing Club No 2 Ltd ABN 32 628 368 409 in accordance with section 127 of the Corporations Act 2001 (Cth) by authority of its directors:

Signature of director and company secretary
Carol Ann Walsh
Name of director/company secretary (print)

Signature of director
Christopher David Grant Walsh
Name of director (print)
ANNEXURE B – SUPPORTING DOCUMENTS
ANNEXURE A – MANAGEMENT AGREEMENT

Management Agreement

RACING CLUB PTY LTD ABN 65 628 508 298
1.1.1 (Manager)
RACING CLUB NO 2 LTD ABN 32 628 368 409
1.1.2 (Company)
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Date
14th November 2018

Parties

Name: Racing Club Pty Ltd
   ABN: 65 628 508 298
   Short form name: Manager
   Notice details: PO Box 6992
                  BAULKHAM HILLS BC NSW 2153

Name: Racing Club No 2 Ltd
   ABN: 32 628 368 409
   Short form name: Company
   Notice details: Nexus Norwest, Level 5
                  4 Columbia Court
                  BAULKHAM HILLS NSW 2153

Background

A. Company has agreed to appoint the Manager to provide certain management services.
B. This agreement sets out the terms of Company’s appointment of the Manager.
3 AGREED TERMS

1. Defined terms and interpretation

1.1 Defined terms

Board means the board of directors of Company.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in Sydney.

Commencement Date means 23 November 2018.

Corporations Act means the Corporations Act 2001 (Cth) and includes any regulations made under that Act and any exemption or modification to that Act which applies to the Manager or Company.

End Date means 22 November 2021.

GST has the meaning given to it in the GST Act.


Insolvency Event means, in relation to an entity:

(a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertakings of the entity;

(b) the entity suspends payment of its debts generally;

(c) the entity is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act;

(d) the entity enters into or resolves to enter into any arrangement, competition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(e) an application (that is not frivolous or vexatious) or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator, to the entity or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction that has the prior consent of the other party; or

(f) an administrator is appointed under the Corporations Act.

Services has the meaning provided in clause 2.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Queensland, Australia time;

(g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

(o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings
Headings are for ease of reference only and do not affect interpretation.

2. Appointment
2.1 Acceptance
On and from the Commencement Date, Company appoints the Manager and the Manager accepts the appointment, on the terms and conditions of this agreement, to provide to Company the services and reports set out in Schedule 1 (the Services).

2.2 Relationship
Nothing in this agreement constitutes a relationship of employment, agency or partnership between Company and either the Manager or any of its directors, officers or employees.

3. Other Services
If any other services, functions or duties:
(a) are not specifically referred to in this agreement and are not specifically excluded from the Services; and

(b) are incidental to the Services and essential to the proper performance and provision of the Services,

then such items are deemed to be a Service to the same extent as if expressly included.

4. The Manager’s overarching obligations
The Manager must:
(a) exercise its responsibilities and powers and discharge its duties under this agreement with a level of professional care appropriate for a professional provider of services in accordance with market best practice and methods; and
(b) comply with any reasonable directions, provided in accordance with this agreement, from Company in relation to the performance of the Services by the Manager.

5. **Security, privacy and confidentiality**

(a) The Manager must comply with any security protocols and procedures of Company and must use all reasonable endeavours to prevent the unauthorised use of, or interference with, any systems of Company and to prevent the loss, destruction, disclosure or unauthorised use of the data of Company.

(b) The Manager must use all reasonable endeavours to ensure that the Services do not cause Company (or any related entity of Company) to breach any obligation it has relating to the collection, use or disclosure of information, whether under the *Privacy Act 1988* (Cth) or any arrangement or relationship requiring confidentiality (**Privacy Requirements**).

(c) Company must provide all required notices to, and obtain all necessary consents from, all individuals to ensure that the provision of the Services does not cause the Manager to be in breach of any Privacy Requirements.

(d) The Manager must give reasonable assistance to any other party if a customer of Company or a regulator makes a complaint about the manner in which information is handled as a result of the Services.

(e) The Manager must take all necessary steps to maintain the confidentiality of confidential information obtained by it in relation to the Services or in relation to Company or its businesses as a result of the Services.

6. **Personnel**

The Manager must maintain adequately skilled and qualified personnel able to perform its obligations under the agreement.

7. **Fees**

(a) In consideration for the Manager providing the Services, the Manager is entitled to the fees calculated and payable by Company in accordance with Schedule 2.

(b) Company undertakes to exercise its power to cause the payment of any fees or other amounts payable to the Manager in accordance with Schedule 2.

8. **Expenses**

Company agrees to reimburse the Manager for all flights and accommodation expenses reasonably incurred by it in providing the Services.

9. **Term**

9.1 **Term**

This agreement commences on the Commencement Date and ends on the End Date, unless terminated earlier in accordance with this clause.

9.2 **Termination by Company**

Company may terminate this agreement by giving to the Manager:

(a) at any time, at least 90 days prior written notice; or

(b) written notice with immediate effect, if an Insolvency Event occurs in relation to the Manager.
9.3 Effect of termination
(a) The Manager must, within 30 Business Days of the effective date of termination of this agreement under this clause, deliver to Company or such other person as advised by Company to the Manager all accounts and records in relation to the Services.
(b) On termination of this agreement, if directed in writing by Company, the Manager must use reasonable endeavours to facilitate the transfer of the provision of the Services to a person nominated by Company in that direction.
(c) Upon termination of this agreement, the Manager must be paid by Company an amount equal to the aggregate of:
   (i) any accrued (as at the date of termination of this agreement) and unpaid fees within 30 Business Days of effective termination; and
   (ii) all charges and expenses incurred in the actions envisaged by this clause.

9.4 Claims and Transactions
The termination of this agreement does not affect any:
(a) transaction properly entered into prior to termination;
(b) claims, rights and obligations of the parties at the date on which termination occurs; or
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Company may, by executing an instrument in writing:
(a) either consent to, or waive an action of, the Manager which is at variance to this agreement;
(b) on the request of the Manager either consent to or waive the operation of a provision of this agreement for a fixed period or indefinitely; and
(c) vary, add or delete any service to be provided by the Manager, but only with the prior written consent of the Manager.

11. Representations and warranties
11.1 Mutual warranties
Each party represents and warrants that during the term of this agreement:
(a) it is duly authorised and has power to enter into, and perform its duties and obligations under, this agreement; and
(b) it has all licences, authorisations, consents, approvals and permits required by applicable laws or which it is required to obtain in order to perform its obligations under this agreement, and otherwise complies with all laws applicable to the performance of those obligations.

11.2 Warranties of the Manager
The Manager warrants and represents that during the term of this agreement it has the skill, facilities, capacity and personnel necessary to perform the duties and obligations under this agreement.

11.3 Inaccurate warranty
If a warranty given by a party to this agreement ceases to be accurate, that party must immediately advise the other party in writing as soon as it becomes aware that the warranty has ceased to be accurate.
12. GST

12.1 Interpretation
In this clause 12, a word or expression defined in the GST Act has the meaning given to it in that Act.

12.2 GST gross up
If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 12.2 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

12.3 Reimbursements
If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 12.2.

12.4 Tax invoice
A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

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Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That provision will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

15. Entire agreement
This agreement contains the entire agreement between the parties with respect to its subject matter.

16. Amendment
This agreement may only be amended in writing signed by both parties.

17. Governing law and jurisdiction
This agreement is governed by the laws applicable in the State of Queensland and the parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

18. Waiver
The right to exercise any right, power or remedy under this agreement will not be waived by any delay or failure to exercise or by any exercise in part.

19. Confidentiality
Each party will keep confidential any information acquired by it pursuant to this agreement except where the information has become publicly available other than by breach of this agreement or disclosure is required by law or regulation binding on the person making the disclosure.
20. **Counterparts**

This agreement may be executed in counterparts. All executed counterparts constitute one document.
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The Manager will provide to Company the following services and reports:

1. Racing Management of the portfolio of horses.
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   (b) Brand management
   (c) Liaising with and selection of trainers, spelling farms, veterinary Managers, transport companies and all horse service providers
   (d) Management of sales processes and placement of the portfolio.
   (e) Provide comprehensive reporting on all activities to the Board
   (f) Seek Board approval on all proposed material financial matters.

2. Administration of the business
   Including but not limited to:
   (a) Registrations, nominations and returns
   (b) Managing expenses
   (c) Providing business direction in conjunction with the Board

3. Information dissemination to all shareholders
   Including but not limited to:
   (a) Managing email and App notifications including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Providing update reports on all animals
   (c) Providing social and activity news
   (d) Financial and business reports'

4. Accounting Services and systems
   Including but not limited to:
   (a) Income and expenditure recording in Xero
   (b) Account payment review and processing
   (c) Preparing reports to the Board, Auditor
   (d) Preparing Financial and business reports for Shareholders
   (e) Reconciling Thoroughbred Payments reports to bank statements.

5. Development of online web and associated marketing expenses Including but not limited to:
   (a) Developing email systems to supply information to shareholders including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Providing web sites, landing pages and maintaining the information stream
   (c) Providing systems to promote social connection and activity news

6. Development of database
   (a) Developing automated marketing and notification for email systems to supply information to shareholders including trainers reports, race acceptance, form, race analysis, race alerts and replays
   (b) Maintenance and overview of the systems to provide reliable recording and reporting
   (c) Providing a Shareholder Register and recording all contact emails and documents with each Shareholder
   (d) Providing Secure Payments systems for share subscriptions and recording systems in Xero.

7. Supplying agistment, horse education and horse maintenance services from the Suppliers.
Schedule 2—Fees

The Manager will be paid the following fees as incurred for providing the Services in Schedule 1 and as listed in the Prospectus. The fees are also to include re-imbursement of all budgeted expenses absorbed before settlement:

- $1540 incl GST monthly fee
- 8% plus GST of Prize Money is payable to the Manager
- 5% plus GST for the sale of any horses in RCN2 is payable to the Manager
- There is no break fee.
EXECUTED as an agreement

Executed by Racing Club Pty Ltd ABN 65 628 508 298 in accordance with section 127 of the Corporations Act 2001 (Cth) by authority of its directors:

Signature of director and company secretary
Carol Ann Walsh
Name of director/company secretary (print)

Executed by Racing Club No 2 Ltd ABN 32 628 368 409 in accordance with section 127 of the Corporations Act 2001 (Cth) by authority of its directors:

Signature of director and company secretary
Carol Ann Walsh
Name of director/company secretary (print)

Signature of director
Christopher David Grant Walsh
Name of director (print)

Signature of director
Jeremy Azzopardi
Name of director (print)
ANNEXURE B – SUPPORTING DOCUMENTS
30th August 2018

Mrs Carol Walsh
RACING CLUB NO 2 LTD
PO Box 6992
Baulkham Hills BC NSW 2153

Dear Mrs Walsh

Re: Training the 2017 ALL AMERICAN X CARIBBEAN GIRL FILLY

I, Neville Parnham or Parnham Racing in W.A., hereby agree to train the 2017 All American x Caribbean Girl Filly for Racing Club No 2 Ltd from my stables at Ascot in W.A. in accordance with my standard terms of trade.

The filly is by ALL AMERICAN who successful sire of Duel Grp 1 winner Yankee Rose and Stakes Winners Bachman and Zebulon. All American scored a devastating victory in the VRC Emirates S. 1600m G1, defeating the international champion So You Think. All American’s winning time for the race of 1.33.98 is the fastest ever posted by an entire over the Flemington mile. A million dollar+ earner, All American competed at the highest levels throughout his career and was a Group One performer at 2, 3 and 4 years of age.

This filly’s dam Caribbean Girl was unplaced, and this is her first foal. Caribbean Girl is closely related to stakes winners SWELL TIME GIRL (3rd DAM), PARAPARAP and NICK ON THE RUN. This family is bred on the same breeding pattern as Grp 1 winners RUMYA, HABIBI AND HEADWAY.

I look forward to having great success with her and Racing Club No 2 Ltd.

Regards

[Signature]

Neville Parnham
Trainers
Ryan Balfour Racing Pty Ltd
08 8376 6666
ryanjracing@gmail.com
32 Carlisle St, Camden Park SA 5038
ABN 22 168 787 335

Agreement to train – RACING CLUB NO 2 Ltd

30th August 2018

Carol Walsh
RACING CLUB NO 2 Ltd
Po Box 6992
Baulkham Hills BC NSW 2153

Dear Mrs Walsh,

RE: Training the 2017 EXOSPHERE X TIPSY LANE FILLY

I, Ryan Balfour, hereby agree to train the 2017 EXOSPHERE X TIPSY LANE FILLY for Racing Club No 2 Ltd from my stables at Morphettville in S.A. in accordance with my standard terms of trade.

EXOSPHERE by Champion race horse and sire LONHRO - Race Record: 10 Starts 5 wins A$1,086,600. Won Goldeu Rose Grp 1, Roman Consul S Grp 2 and the Run To The Rose Gr 2. Stands at Darley for $22,000.

The Dam, Tipsy Lane (Rock Gibraltar) was a winner up to 1250m. She has double cross of Danahill and is closely related to stakes winner BUNDY LAD, ROYAL COMMANDS AND BALLUX. The filly is also bred on the racetrack successful cross of Grp 1 winners BENIFICA, BOUNDING, KEMENTARI AND EXOSPHERE himself.

I'm very pleased to be training the filly for Racing Club No 2 Ltd. I also give permission for Racing Club No 2 Ltd to list myself as the trainer in any advertisement in relation to this filly and advise I have no previous association or any financial interest with this horse.

I look forward in having her in my stable.

Regards,

Mathew Kelly – Racing Manager
Per Ryan Balfour – Licensed Trainer
30th August 2018

Carol Walsh
Racing Club No 2 Ltd
Po Box 6992
Baulkham Hills NSW 2153

Dear Carol

RE: Training the 2016 FOXWEDGE X HER DIAMOND SPIRIT FILLY

I, Toby Edmonds, hereby agree to train the 2016 FOXWEDGE X HER DIAMOND SPIRIT for the syndicate being formed by Racing Club No 2 from my stables on the Gold Coast in QLD in accordance with my standard terms of trade.

FOXWEDGE 5 wins-2 at 2-at 1100m, 1200m. A$952,450, MVRC William Reid St., Gr.1, ATC Roma Consul S., Gr.2, San Domenico S., Gr.2, Clarry Connors 2YO P., STC Always Recycling 2YO H., 2d VRC Coxmore Stud S., Gr.1. He entered stud in Aust in 2012. Sire of 302 progeny to race, 155 winners (51.0%), earnings of over $9.6 million, 7 stakes winners, 16 stakes placegetter.

The Dam, Her Diamond Spirit (by Bel Esprit) was a winner up to 1300m.

Her second dam Snow Hero won 7 races and was three time Stakes Performer. She also produced smart middle-distance horse HVASSSTAN winner of the Grp 3 Norman Robinson Stakes and also stands at Stud in WA.

I'm very pleased to be training the filly for Racing Club No 2. I also give permission for Racing Club No 2 Ltd to list myself as the trainer in any advertisement in relation to this filly and advise I have no previous association or any financial interest with this horse.

I look forward in having her in my stable.

Regards

Toby Edmonds
Trainer
27th August 2018

Carol Walsh  
RACING CLUB NO 2 LTD  
Po Box 6992  
Baulkham Hills BC NSW 2153  

Dear Carol,

RE: Training the 2016 RUBICK X FINE SOCIETY COLT

I hereby agree to train the 2016 RUBICK X FINE SOCIETY COLT from my Rosehill Stables for the club being formed by Racing Club No 2 Ltd in accordance with my standard terms of trade.

RUBICK commenced stud in Australia 2015. His oldest progeny will be 2YOs in 2018-19. Winner of the MRC Blue Diamond Prelude Gr.3 and MRC Schillaci Stakes Gr 2.

The Dam, FINE SOCIETY is a Grp 1 winner winning the STC Canterbury Guineas. She won 3 races overall up to 1900m. She has not only done at the highest level on the track but has also produced it in the breeding barn. Dam of eight foals to race with 7 winners including a stakes performer in Define who ran 2nd in the ATC Phar Lap Stakes at Grp 2 level. She is also closely related to 6 Grp winners in her pedigree including GRAND LODGE, ENGLISH and TAVISTOCK. On the back of this, the colt has a real stallions pedigree.

I’m very pleased to be training the colt as I personal trained RUBICK and believe Racing Club No 2 Ltd has bought a real smart colt bred in the purple and in the fikling of his Sire.

I also give permission for Racing Club No 2 Ltd to list myself as the trainer in any advertisement in relation to this colt and advise I have no previous association or any financial interest with this horse.

I look forward in having him in my stable.

Regards

Gerald Ryan  
Trainer

LOCKED BAG 207 OATLANDS NSW 2117 PH#0419394419 FAX#02 96372097
30th August 2018

Carol Walsh
RACING CLUB NO 2 Ltd
Po Box 6992
Baulkham Hills BC NSW 2153

Dear Carol

RE: Training the 2015 STAR WITNESS X COOPER’S GIRL FILLY

I, Darren Weir, hereby agree to train the 2015 STAR WITNESS X COOPER’S GIRL FILLY for Racing Club No 2 Ltd from my stables at Ballarat in accordance with my standard terms of trade.

STAR WITNESS (AUS) Champion 3YO Colt in Australia in 2010-11. 4 wins-3 at 2-to 1200m, £107,640, A$1,202,200, MRC Blue Diamond S., Gr.1, VRC Coolmore Stud S., Gr.1, Talindert S., L, MVRC Tatts Group 2YO P., 2d Royal Ascot King’s Stand S., Gr.1, VRC Patinack Classic, Gr.1, 3d Royal Ascot Golden Jubilee S., Gr.1. He entered stud in Aust. in 2011. Sire of 276 progeny to race, 152 winners (55.0%), earnings of over $15 million, 12 stakes winners, 9 stakes placegetters.

The Dam, Cooper’s Girl (Choisir) was a two time winner up to 1200m. She is a ¾ in blood sister to champion racehorse and now sire STARSPANGLEDBANNER the winner of GRP1’s here in Aust and Overseas, where he won in total 4 Grp 1’s. Cooper’s Girl pedigree is from one of the best in the stud book where she is closely related CIRCLES OF GOLD, ELVSTROEM, HARADASUN, POLAR SUCCESS and BRING ME THE MAID.

I’m very pleased to be training the filly for Racing Club No 2 Ltd. I also give permission for Racing Club No 2 Ltd to list myself as the trainer in any advertisement in relation to this filly and advise I have no previous association or any financial interest with this horse.

I look forward in having her in my stable.

Regards

Darren Weir
Trainer
27th August, 2018

Mrs Carol Walsh
RACING CLUB NO 2 LTD
PO Box 6992
Baulkham Hills BC NSW 2153

Dear Mrs Walsh

Re: Training the 2016 Unencumbered x Sharpay Magic Colt

I, Mick Price, hereby agree to train 2016 Unencumbered x Sharpay Magic Colt for Racing Club No 2 Ltd from my stables at Caulfield in accordance with my standard terms of trade.

The sire UNENCUMBERED was a precocious 2YO where he won 5 races as a juvenile including the Magic Millions 2YO Classic RL and finished 2nd in the ATC Todman Grp 2. He entered stud in Aust. in 2014 and his oldest progeny are 2YO’s.

The dam of this colt, Sharpay Magic is by Magic Albert. Sharpay Magic’s dam KILSPINDIE (by Danehill) was a Grp 3 winner. She is closely related to stakes winners THUMP, MONGOLIAN WOLF, SKOOZI and ROYAL MAGIC.

In my opinion, Racing Club No 2 Ltd has bought well with this colt. I recommend him to any prospective shareholders considering becoming an owner.

I look forward to having him in my stables.

Regards

Mick Price
Trainer
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd

FINANCIER : None

POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery

POLICY NUMBER : SRUK00046652018

PERIOD OF INSURANCE : 27th August 2018 to 4pm 31st August 2019

INTEREST INSURED : 2017 Filly All American x Caribbean Giri

SUM INSURED : $55,000 (100%)

INSURER : Swiss Re International SE

DATE OF ISSUE : 28th August 2018

Signed (As Insurer)

28 AUG 2018

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd

FINANCIER : None

POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery

POLICY NUMBER : SRUK0004667/2018

PERIOD OF INSURANCE: 27th August 2018 to 4pm 31st August 2019

INTEREST INSURED: 2017 Filly Exosphere x Tipsy Lane

SUM INSURED : $88,000 (100%)

INSURER : Swiss Re International SE

DATE OF ISSUE : 28th August 2018

Signed (As Insurer) 28/8/18

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd

FINANCIER : None

POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery

POLICY NUMBER : SRUK0004664/2018

PERIOD OF INSURANCE: 27th August 2018 to 4pm 31st August 2019

INTEREST INSURED: 2016 Filly Foxwedge x Her Diamond Spirit

SUM INSURED : $55,000 (100%)

INSURER : Swiss Re International SE

DATE OF ISSUE : 28th August 2018

Signed (As Insurer)

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd
FINANCIER : None
POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery
POLICY NUMBER : SRUK0004668/2018
PERIOD OF INSURANCE : 27th August 2018 to 4pm 31st August 2019
INTEREST INSURED : 2016 Colt Rubick x Fine Society
SUM INSURED : $165,000 (100%)
INSURER : Swiss Re International SE
DATE OF ISSUE : 28th August 2018

Signed (As Insurer)

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd
FINANCIER : None
POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery
POLICY NUMBER : SRUK0004706/2018
PERIOD OF INSURANCE: 30th August 2018 to 4pm 31st August 2019
INTEREST INSURED: 2015 Filly Star Witness x Cooper’s Girl
SUM INSURED : $44,000 (100%)
INSURER : Swiss Re International SE
DATE OF ISSUE : 31st August 2018

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
CERTIFICATE OF CURRENCY

This Certificate Of Currency confirms the following policy is current as at the date of issue stated below, subject to payment of premium as required by Underwriters.

INSURED NAME : Racing Club No 2 Ltd
FINANCIER : None
POLICY TYPE : Bloodstock Mortality Insurance extended to include Guaranteed Renewal and Life Saving Surgery
POLICY NUMBER : SRUK0004666/2018
PERIOD OF INSURANCE : 27th August 2018 to 4pm 31st August 2019
INTEREST INSURED : 2016 Colt Unencumbered x Sharpay Magic
SUM INSURED : $33,000 (100%)
INSURER : Swiss Re International SE
DATE OF ISSUE : 28th August 2018

Signed (As Insurer)

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
## Pro Forma Balance Sheet

### As At 14 November 2018

<table>
<thead>
<tr>
<th>Assets</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>GST Receivable</td>
<td>40,000</td>
<td>-</td>
</tr>
<tr>
<td>Inventory</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Shareholder Loan</td>
<td>1,356,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>1,396,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Fixed (Long-Term) Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term investments</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Property, plant, and equipment</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(Less accumulated depreciation)</td>
<td>400,000</td>
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<tr>
<td>Intangible assets</td>
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<td>-</td>
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<tr>
<td><strong>Total fixed assets</strong></td>
<td>400,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
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<td></td>
</tr>
<tr>
<td>Deferred income tax</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>1,796,000</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

| Liabilities and Owner's Equity | | |
| **Current Liabilities** | | |
| Accounts payable | 440,000 | - |
| Income taxes payable | - | - |
| Accrued salaries and wages | - | - |
| Unearned revenue | - | - |
| Current portion of long-term debt | - | - |
| **Total current liabilities** | 440,000 | - |
| **Long-Term Liabilities** | | |
| Long-term debt | - | - |
| Deferred income tax | - | - |
| Other | - | - |
| **Total long-term liabilities** | - | - |
| **Owner's Equity** | | |
| Capital Paid | - | - |
| Capital Unpaid | 1,356,000 | - |
| Retained earnings | - | - |
| Other | - | - |
| **Total owner's equity** | 1,356,000 | - |

| Total Liabilities and Owner's Equity | | |
| **Total Liabilities and Owner's Equity** | **1,796,000** | - |
AUDITOR'S REPORT ON THE FINANCIAL STATEMENT OF RACING CLUB NO 2 LTD
FOR THE PERIOD ENDED 14 NOVEMBER 2018

SCOPE
I have reviewed the financial statement attached to the prospectus prepared by Racing Club No2 Ltd for the period ended 14 November 2018. I have conducted an independent audit review of the supporting records in order to state whether, in all material respects, the financial statement reflects the financial position of the company for the period ended 14 November 2018.

OPINION
In my opinion, the financial information, for the purpose of this report and on the basis of supporting documents provided, gives a true and fair view of the position of the Company for the period ended 14 November 2018.

BASIS OF OPINION
I conducted my work in accordance with Australian auditing standards and guidelines. The work I performed in making this report consisted of checking the evidence supporting the information in the financial statement.

I planned and performed my work so as to obtain the information and explanations necessary to provide me with reasonable assurance that the financial statement had been properly prepared and is consistent with the accounting policies of the Company.

DIRECTORS RESPONSIBILITY
The Directors of the Company are responsible for the preparation and fair presentation of the information contained in the financial statement attached to the prospectus. This includes maintaining an appropriate system of internal control.

EMPHASIS OF MATTER
I have not physically inspected the stock on hand.

INDEPENDENCE
In conducting my review, I have complied with the independence requirements of the Corporations Act 2001.

Timothy Paul Meehan
CA / Registered Company Auditor
Prospect Accountants

Date: 23rd November 2018
12th September 2018

Ms. Carol Walsh
Blueblood Thoroughbreds
Racing Club No.2 Ltd.
P O Box 6992.
Baulkham Hills. 2153.
New South Wales.

5 St. Andrews Court, Mount Waverley,
Victoria, Australia 3149

BLOODSTOCK VALUATION

Sire: “All American” Dam: “Caribean Girl” by Beneteneu.

Brands: BBT Matelose Cross Near Shoulder. Iover 7 Off Shoulder.

The Valuation of the above-mentioned Thoroughbred Filly is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No.2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales.

I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Filly, however I believe this Filly to be of good conformation and in good health and condition, and suitable for Racing purposes.

The Sire of the above-mentioned Filly namely “All American” is a Stakes-winner of 4 races and A$1,269,415.00. in stakes inc. Gr.1 VRC Flemington Cantala Stakes, Gr.3 AJC Randwick Skyline Stakes, Listed MVRC St Albans Stakes, DAF Driven by Quality Plate. 2nd Gr.1 MRC Blue Diamond Stakes, Gr.2 MVC Bill Stutt Stakes, Listed VRC Auric’s Star Hcp. 3rd VRC Ascot Vale Stakes, Gr.2 MVRC Crystal Mile. 4th Gr.2 Rosehill Golden Rose Stakes, Listed Randwick Carbine Club Stakes.

The Sire of “All American” namely “Red Ransom” (USA) was the placed sire of 1,022 winners of over A$129,5m. in stakes inc. 109 stakes-winners and 114 stakes-placed progeny. Stakes-winners inc. Typhoon Trace, Perfect Sting, Electrocutionist, Rumya, Red Clubs, Charge Forward, Duporth, Red Dazzler, Ransom O’War, Ekmar. Bail out Becky. All American, Reggane, Onemorenomore, Thump, Sri Pekan, Portillo, Halibery, Romneya, Domedays, Kazanluk, Martini Red, Let’s Make Adeal, Valpolicella, Face Value, Handsone Ransom, Red Arrow, Fuddle Dee Duddle, Red Bomber, Red Terror, Snow Alert etc.

The Dam of “All American” namely “Milva” (USA), by Strawberry Road, was the winner of 2 races in USA and the dam of 5 winners inc. All American stakes-winner of 4 races, More Strawberries stakes-winner of 4 races, Connecticut stakes-placed, La Silva 3 wins-(dam of 2 winners inc. Indianapolis 1 win and stakes-placed), This is Australia 3 wins.

Milva (USA) is a half-sister to Rock Hard Ten a stakes-winner of 7 races.

“All American” commenced stud duties in 2010 and is to date the sire of 114 winners of over A$13.1m. in stakes inc. 4 stakes-winners and 6 stakes-placed progeny. Stakes-winners Yankee Rose 4 wins and A$20481.650.00. in stakes, Dark Dream 4 wins, Bachman 4 wins, Zebulo 2 wins, America Mon Amie 6 wins. Stakes-placed progeny inc. Sam’s Image 3 wins, Crockett 2 wins, All out of Love 4 wins, American Genius 3 wins, Tender 3 wins, Wonderful Star 3 wins. Winners inc. Mr America 12 wins, Looks Like Elvis 4 wins, Green Card 4 wins, Rampage 2 wins, Invisible 4 wins, Phelps Glory 3 wins, Kurnel Jaxon 4 wins, Lady Trickster 4 wins, Elusive State 4 wins, The States 3 wins, Tianhuang 2 wins, Roy’s Horse 1 win, Mamadoh 1 win, Eisenhower 4 wins, Avonaco 3 wins, Aussie Prayer 6 wins etc.
The Dam of the above-mentioned Filly namely “Caribbean Girl” is a daughter of “Beneteau” a stakes-winner of 2 races and A$336,550.00. in stakes inc. Gr.3 MRC Blue Diamond Prelude, 3rd Gr.1 MRC Blue Diamond Stakes, and is a son “Redoute’s Choice” a stakes-winner of 5 races and A$1,567,850.00. in stakes inc. Gr1 MRC Blue Diamond Stakes, Gr.1 MRC Caulfield Guineas. The above-mentioned Filly is her foal.

“Caribbean Girl” is a half-sister to Seattle Lass a stakes-placed winner of 3 races.


The 2nd Dam namely “Girl Like You”, by “Rory’s Jester”, is the dam of 3 winners inc. Sea Lass stakes-placed winner of 3 races-(dam of Seattle Boom 3 wins), Military Fresh 1 win, Maynoona 1 win.

The 3rd Dam namely “Swell Time Girl”, by “Niccolo Polo” (USA), is a stakes-winner of 2 races and the dam of 6 winners inc. Miss Broadway stakes-placed winner of 1 race-(dam of Mr Jackman stakes-placed winner of 3 races), Excellent Value 1 win, Give My Regards 1 win, Able 1 win, Tough Act-placed), Charlie’s Chance 2 wins, Anuthabaa 2 wins, Snowflower 2 wins, Beat to Quarters 6 wins, Snip of a Girl 2 wins.

The 4th Dam namely “Paraparap”, by “Manihi”, was a stakes-winner of 4 races inc. Gr.3 MRC Easter Cup and is the dam of 7 winners inc. Power and Glory stakes-winner of 5 races, Swell Time Girl stakes-winner of 2 races, Girl on the Run 4 wins-(dam of Nick On The Run stakes-winner of 5 races, Dance Parade 1 win-(dam of Second Time Lucky stakes-winner of 3 races, Harley Rose stakes-placed winner of 4 races), Miss Truce-placed.–(dam of Light Shine stakes-placed winner of 2 races)

In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Filly, I consider the present Market Value of this Filly to be A$55,000.00. (Fifty-Five Thousand Australian Dollars)

This Valuation is inclusive of GST.

This Valuation is subject to this Thoroughbred Filly passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Filly other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford. Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited
12th September 2018

Ms. Carol Walsh
Blueblood Thoroughbreds
Racing Club No.2 Ltd.
P O Box 6992.
Baulkham Hills. 2153.
New South Wales.

**BLOODSTOCK VALUATION**

Re: Un-named Bay Thoroughbred Filly Foaled 28th October 2017.
Sire: “Exosphere” Dam: “Tipsy Lane” by Rock of Gibraltar (IRE)

**Brands:** Near Shoulder. 25 over 7 Off Shoulder.

The Valuation of the above-mentioned Thoroughbred Filly is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No.2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales

I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Filly, however I believe this Filly to be of good conformation and in good health and condition, and suitable for Racing purposes.

The Sire of the above-mentioned Filly namely “Exosphere” is a stakes-winner of 5 races and A$1,091,600.00. in stakes inc. Gr.1 ATC Golden Rose Stakes, Gr.2 ATC Roman Consul Stakes, Gr.2 ATC Run to the Roses Stakes, Gr.2 ATC Skyline Stakes. 4th Gr.1 VRC Lightning Stakes, Gr.1 VRC Ascot Vale Stakes.

The sire of “Exosphere” namely “Lonhro”, by Octagonal (NZ), is a stakes-winner of 26 races and A$5,790,510.00. in stakes inc. Gr.1 VRC Australian Cup, Gr.1 MRC Caulfield Guineas, Gr.1 AJC Queen Elizabeth Stakes, Gr.1 VRC LKS Mackinnon Stakes etc.

“Lonhro” is the sire of 822 winners of over A$102.9m. in stakes inc. 76 stakes-winners and 67 stake-placed progeny. Stakes-winners inc. Pierro, Exosphere, Denman, Kementari, The Conglomerate, Impending, Bounding, Beaded, Mental, Benfica, Pinwheel, Academus, Wavall, Parabables, Obsequious, Isotherm, Ghisoni, Heatherly, Messene, Souchez, O’Lonhro, Sessions, Holding Gold, Lonhspresso, Cardsharp, Banish, Raspberries, Sweynesse, Generalife, Skytrain, Celts, Trim, Demerit, Old North, Encryption etc.

The Dam of “Exosphere” namely “Altitude”, by Danzero, is the winner of 4 races and A$183,953.00. in stakes, and is the dam of 2 winners Exosphere stakes-winner of 5 races, Elevatres 2 wins.

“Exosphere” commenced stud duties in 2016 and his oldest progeny are yearlings
The Dam of the above-mentioned Filly namely “Tipsy Lane”, by Rock of Gibraltar (IRE), is the winner of 1 race and was placed on two occasions.

“Tipsy Lane” is a half-sister to Self Flit a stakes-winner of 5 races and Quick Speed a stakes-placed winner of 3 races.

The sire of “Tipsy Lane” namely Rock of Gibraltar (IRE) is a stakes-winner of 10 races and A$3,527,536.00. in stakes inc. Gr.1 Longchamp Grand Criterium, Gr.1 Newmarket 2000 Guineas, Gr.1 Curragh Irish 2000 Guineas, Gr.1 Royal Ascot St James Palace Stakes etc.

Rock of Gibraltar (IRE) is the sire of 1202 winners of over A$115,187,436.00. in stakes inc. 125 stakes-winners and 106 stakes-placed progeny. Stakes-winners inc. Society Rock, Prince Gibraltar, Gibraltar Point, Samitar, Eropa Point, Diamondrella, Alboran Sea, Mount

*Member of Federation of Bloodstock Agents Australia Limited.*
Nelson, Eagle Mountain, Seventh Rock, Rock Kingdom, Lovetriska, La Rocket, Pampelonne, Jessy Belle, Rock Me Baby, Book of Kells, Gamble Me, Golden Archer, Murtajill etc.

**Rock of Gibraltar (IRE)** is the sire of the dams of 532 winners of over A$58.8m. in stakes inc. 32 stakes-winners and 41 stakes-placed progeny. Stakes-winners inc. Mikki Isle 8 wins, Photo Call 6 wins, Breton Rock 9 wins, Belvior Bay 9 wins, Rubick 3 wins, Land Force 2 wins, Tulip 3 wins, Only Mine 5 wins, Coeur De Beaute 3 wins, Panama Hat 7 wins, General Uno 3 wins, Spectroscope 4 wins, Spirit Bird 2 wins, Sacred Eye 2 wins, Jebel Musa 7 wins, Logi Chalice 6 wins, Teodoro 6 wins, Gail 2 wins, Athena 7 wins, Weather with You 1 win, Wait for No One 1 win, To Excess 6 wins, Tiesto 1 win etc.

The 2nd Dam namely “Pretex” (NZ), by “Pre Catelan”, is the un-raced dam of 9 winners inc. Self Flit stakes-winner of 5 races, Quick Speed stakes-placed winner of 3 races, Soaring Angel 2 wins, Red Monarch 6 wins, Concealment 3 wins, Kluger 1 win, **Tipsy Lane** 1 win, Battle Line 1 win, Beaumont Express 1 win.

The 3rd Dam namely “Niandrea Kay” (NZ), by Abridge Member (GB), is the dam of 7 winners inc. Bundy Lad stakes-winner of 10 races and A$427,388.00, in stakes, Small Change 15 wins, Sir Callaghan 4 wins, Princess Renee 2 wins-(dam of Royal Commands stakes-winner of 3 races, Just Dreaming 6 wins, Cyndiana 2 wins), Rascal 6 wins, Horizon Tower 3 wins, Danzing 1 win.

In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Filly, I consider the present Market Value of this Filly to be A$88,000.00. (Eighty-Eight Thousand Australian Dollars)

This Valuation is inclusive of GST.

This Valuation is subject to this Thoroughbred Filly passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Filly other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford. Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited
12th September 2018
5 St. Andrews Court, Mount Waverley,
Victoria, Australia 3149

Ms. Carol Walsh
Blueblood Thoroughbreds
Racing Club No.2 Ltd.
P O Box 6992.
Baulkham Hills. 2153.
New South Wales.

BLOODSTOCK VALUATION

Re: Un-named Bay Thoroughbred Filly Foaled 12th October 2016.
Brands: Pegasus Wings Near Shoulder. 4 over 6 Off Shoulder.

The Valuation of the above-mentioned Thoroughbred Filly is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No.2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales

I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Filly, however I believe this Filly to be of good conformation and in good health and condition, and suitable for Racing purposes.

The Sire of the above-mentioned Filly namely “Foxwedge” is a stakes-winner of 5 races and A$952,450.00. in stakes inc. Gr1 MVRC William Reid Stakes, Gr.2 ATC Roman Consul Stakes, ATC Gr.3 San Domenico Stakes, STC Always Recycling Hep, ATC The Clarrie Conners Plate. 2nd Gr.1 VRC Ascot Vale Stakes, Gr.3 ATC Run to the Roses, 3rd Gr.1 VRC Newmarket Hep, Gr.2 ATC Todman Slipper Trial. 4th Gr.1 VRC Lighting Stakes, Gr.1 ATC Golden Rose Stakes.

The Sire of “Foxwedge” namely “Fastnet Rock”, by “Danehill” (USA), is a stakes-winner of 6 races and A$1,724,100.00. in stakes inc. Gr.1 VRC Lightning Stakes, Gr.1 MRC Oaks Plate etc.

“Fastnet Rock” is to date the sire of 1,094 winners of over A$156.9m. in stakes inc. 139 stakes-winners and 107 stakes-placed progeny. Stakes-winners inc. Atlantic Jewel, Mosheen, Shoals, Sea Siren, Merchant Navy, Fascinating Rock, First Seal, Catchy, Amieux, Super Cool, Comin’ Through, Foxwedge, Planet Rock, Awesome Rock, Rivet, Unforgotten, Driffontein, Zhukova, Lone Rock, Laganore, Wanted, Irish Lights, Qualify, Nechita, Heroic Valour, Atlante, Pop ‘N’ Rock, Avantage, Formality, Smart Missile, Your Song etc.

The Dam of “Foxwedge” namely “Forest Native” (USA), by Forest Wildcat (USA), is a stakes-placed winner of 3 races and is the dam of 6 winners inc. Foxwedge 6 wins. She’s A Fox 3 wins, Paulownia 1 win, Banksia 2 wins, Limerock Lass 1 win, Larch 1 win.

“Foxwedge” is to date the sire of 208 winners of over A$14.7m in stakes inc. 9 stakes-winners and 19 stakes-placed progeny. Stakes-winners inc. Foxplay, Volpe Veloce, Urban Fox, Hertford Dancer, Kentucky Miss, Fox Hall, Sadilla, Infamous Fox, Fox Swift. Stakes-placed progeny inc. Noire, Valpino, Into the Abyss, Star Empire, Aristocratic Miss, Petition, Seafront, King of Spades, Dyslexic, Wedgie, Foxtriot Lady, Albumin, Melissa Jane, Foxy Housewife, Aghina, Ajay Tee, African Rainbow, Bocce, Goldfox.

The Dam of the above-mentioned Filly namely “Her Diamond Spirit”, by “Bel Esprit”, is a winner of 1 race and placed on 2 occasions, and this Filly is her first foal.

“Her Diamond Spirit” is a half-sister to Hvasstan a stakes-winner of 7 races and. A$469,735.00. in stakes.

Member of Federation of Bloodstock Agents Australia Limited.
The sire of “Her Diamond Spirit” namely “Bel Esprit” is a stakes-winner of 8 races and A$2,073,600.00. in stakes inc. Gr.1 MRC Blue Diamond Stakes, Gr.1 BTC Doomben 10000, Gr.2 VRC Maribyrnong Plate, Gr.3 MRC Blue Diamond Prelude, Gr.3 MRC Blue Diamond Preview, Gr.3 MRC H.D.F. McNeil Stakes, Listed MVRC Mitchell McKenzie Stakes, Listed MVRC Pierre Fontaine Trophy. 2nd Gr.1 VRC Newmarket Hcp, Gr.1 MVRC Manikato Stakes, Gr.1 MRC Caulfield Guineas, Gr.1 MRC Dubai Racing Club Cup-Invitation Stakes. 3rd Gr.2 AJC T.J. Smith Stakes.

“Bel Esprit” is the sire of 633 winners of over A$63.3m. in stakes inc. 24 stakes-winners and 26 stakes-placed progeny. Stakes-winners inc. Black Caviar, Bel Sprinter, Bel Mer, Keen Array, Sweet Sherry, Ablett Esprit, Se Sauver, Gibbidon, Vivacious Spirit, Iconic, Audacious Spirit, Beltriss, Angels Beach, Belcentra, Loveyamally, Honey Flower, Lady Esprit, Peach Tree, Oregon Spirit, City of Song, Silver Bullion, Strike The Tiger, Work the Room, Mooring etc. Stakes-placed progeny inc. True Persuasion, Architect, Casacel, Tollesprise, Belzella, Mandla, Tactical Advantage, Espirit de Bullet, Ballast Boy, Blue Sky, Royal Esprit, Diamond Glow, Zellindi, Belgietto, Smart Dart, Peaceful Warrior, Belflyer etc.

“Bel Esprit” is the sire of the dams of 134 winners of over A$15.7m. in stakes inc. 3 stakes-winner and 11 stakes-placed progeny Stakes-winners Beauty Generation 9 wins, Costa Viva 3 wins, Soldi Domani 3 wins. Stakes placed progeny inc. Magnufighter 3 wins, Gongs 2 wins, Gredington 3 wins, With a Bit of Dash 2 wins, Humma Humma 1 win, Crossing the Abbey 1 win, Arrum Boy 2 wins, Peninsula Links 4 wins, Tarcoola Spirit 2 wins, Mesa 2 wins, Kanga’s Eye 1 win. Winners inc. Liffeybeau 5 wins, Soothing 5 wins, Gresham 3 wins, Royal Stamp 4 wins, Blithe Belle 3 wins, Bella’s Idol 2 wins, Red Horse 3 wins, Liberty Song 4 wins, Zocalos 11 wins, Bracteate 6 wins, Artie Fred 5 wins, Staviva 5 wins Marbel Duke 6 wins etc.

The 2nd Dam namely “Snow Hero”, by “True Hero” (USA), is a stakes-placed winner of 7 races and A$193,855.00. in stakes, and is a half-sister to Southerley Wind a stakes-placed winner of 10 races.

“Snow Hero” is the dam of 5 winners inc. Hvasstarn stakes-winner of 4 races, Her Diamond Rock 2 wins (dam of Think Diamonds 1 win and 2nd VRC Kennedy Oaks Trial), Spirited Hero 2 wins, Her Diamond Spirit 1 win, Miss Snowhawk 1 win.

The 3rd Dam namely “Saooan Moon”, by Haulpak, is the dam of 5 winners inc. Snow Hero 7 wins, Southerley Wind 10 wins, Happy Rainbow 7 wins, Mrs Hayberry 2 wins, Anthony John 1 win. “Saooan Moon” is a three-quarter sister-in-blood to Coal Pak winner Gr.1 MRC Oakleigh Plate.

In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Filly, I consider the present Market Value of this Filly to be A$55,000.00.(Fifty-Five Thousand Australian Dollars)

This Valuation is inclusive of GST.

This Valuation is subject to this Thoroughbred Filly passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Filly other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford. Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited
12th September 2018

Ms. Carol Walsh
Blueblood Thoroughbreds
Racing Club No.2 Ltd.
P O Box 6992.
Baulkham Hills. 2153.
New South Wales.

BLOODSTOCK VALUATION
Brands: TTB Near Shoulder. 8 over 6 Off Shoulder.
The Valuation of the above-mentioned Thoroughbred Colt is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No.2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales
I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Colt, however I believe this Colt to be of good conformation and in good health and condition, and suitable for Racing purposes.
The Sire of the above-mentioned Colt namely “Rubick” is a stakes-winner of 3 races and A$379,500.00. in stakes inc. Gr.2 MRC Schillaci Stakes, Gr.3 MRC Blue Diamond Prelude, ATC Tab Iphone App Plate. 3rd Gr.2 ATC Challenge Stakes. 4th Gr.1 MRC Blue Diamond Stakes.
The sire of “Rubick” namely “Encosta de Lago” is a stakes-winner of 3 races and A$469,850.00. in stakes inc. Gr.1 MRC Vic Health Cup, Gr.2 VRC Ascot Vale Stakes, Gr.2 MVRC Bill Stutt Stakes. 3rd Gr.1 MRC Caulfield Guineas, Gr.2 VRC Maribyrnong Plate, Listed MRC Debutant Stakes.

“Encosta de Lago” is the sire of 1,145 winners of over A$179.2min stakes inc. 114 stake-winners and 119 stakes-placed progeny. Stake-winner inc. Chautauqua, Sacred Kingdom, Racing to Win, Alinghi, Princess Coup, Lashed, English, Mnemosyne, Delago Deluxe, Siromione, Road To Rock, Puccini, Titanic Jack, Newport, Ultra Fantasy, Smokin’ Joey, Vandrugh, Delago Brom, Aloha, Manhattan Rain, Duro Valley, Shadoways, Northern Meteor, Costa Viva, Apercu, Liberator, Miss Rose De Lago, Rubick, Vocabulary, Delzao, Von Costa de Hero, My Admiration, Our Smoking Joe, Riva de Lago, Lago Lad etc.
The Dam of “Rubick” namely “Sliding Cube”, by “Rock of Gibraltar” (IRE), is a stakes-winner of 3 races and A$179,625.00. in stakes inc. Gr.3 AJC San Domenico Stakes, Listed AJC Keith Mackay Quality Hcp, AJC Picton Bowling Club Hcp. 2nd Gr.2 AJC Light Fingers Stakes, 4th Gr.2 AJC Surround Stakes.

“Sliding Cube” is a three-quarter sister to Redoute’s Choice stakes-winner of 5 races and A$1,567,850.00. in stakes, Platinum Scissors stakes-winner of 5 races and A$982,800.00. in stakes, Monsoon Wedding stakes-placed, Superior Sateen stakes-placed winner of 2 races. Half-sister to Manhattan Rain stakes-winner of 2 races, Echoes of Haven stakes-winner of 3 races.

“Sliding Cube” is the dam of Rubick stakes-winner of 3 races and A$379,850.00. in stakes, Rex is a Star 1 win, Drifting Cube-placed, Golden Cropper-placed.

“Rubick” commenced stud duties in 2015 and his oldest progeny are 2-y-olds.
The Dam of the above-mentioned Colt namely “Fine Society”, by “Marsey”, is a stake-winner of 3 races and A$336,280.00. in stakes inc. Gr.1 STC Canterbury Guineas, STC 3-y-old Fillies Hcp, MRC Hurricane Sky Super Vobis Hcp. 2nd Listed Gosford Quality Guineas. 3rd AJC 3-y-old Fillies Hcp.

“Fine Society” is the dam of 7 winners inc. Define stakes-placed winner of 3 races and A$171,835.00. in stakes, Political Playboy 7 wins, Elms 7 wins, Dane Slugger 3 wins, Haut Ton 2 wins-(dam of Beau Geste stakes-placed winner of 2 races), Context 2 wins, Jay Belle 1 win.

The sire of “Fine Society” namely “Marsey” is a stakes-winner of 8 races and A$237,090.00. in stakes inc. Gr.1 STC Golden Slipper Stakes, Gr.2 AJC Hobartville Stakes.

“Marsey” is the sire of 513 winners of A$54.1m. in stakes inc. 68 stakes-winners and 55 stakes-placed progeny. Stakes-winners inc. Triscay, March Hare, Sharcay, Great Command, Miss Margaret, Masked Party, Excellerator, Bint Marseay, Comely Girl, Jetball, Reenaet, Circles of Gold, Heart Ruler, Fine Society, Kidman’s Cove, Joanne, Klokkka, Maizcay, Delta Form, Burrito, Encores, Marwina, Blazing Sword, Eau D’Scay, Donna Dior etc.

“Marsey” is the sire of the dams of 1274 winners of over A$124.3m. in stakes inc. 90 stakes-winners and 89 stakes-placed progeny. Stakes-winners inc. Elvstroem, Eremein, Defier, Haradasun, Yippio, Pantani, Bollinger, Camarena, Diamond Quest, La Baraka, Scenic Peak, Packing Winner, Marstic, Catbird, St Basil, Zazzman, Iglesia, Mannington, Doubtful Jack, Lady Marion, Into the Night, Majestically, Market Price, Oasis Bloom, Kootoomootoo etc.

The 2nd Dam namely “Early Song” (GB), by Precocious (GB), is the lightly raced dam 5 winners inc. Fine Society stakes-winner of 5 races, Silverpoint stakes-winner of 6 races and A$293,013.00. in stakes, Magic of Music stakes-placed winner of 2 races, Domino Effect 1 win-(dam of Madam Gangster stakes-winner of 6 races), Charnwood Song 1 win.

The 3rd Dam namely “Magic Flute” (GB), by Tudor Melody (GB), was a stakes-winner of 5 races and the dam of 6 winners inc. Eagling stakes-placed winner of 3 races, Lost Chord stakes-placed winner of 5 races, Pamena 2 wins, Osiris 1 win, Don Giovanni 1 win, Queen of Night 1 win.

In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Colt, I consider the present Market Value of this Colt to be A$165,000.00. (One Hundred and Sixty-Five Thousand Australian Dollars)

This Valuation is inclusive of GST.

This Valuation is subject to this Thoroughbred Colt passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Colt other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford. Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited
John Ford

Bloodstock Agent and Consultant
Exporter of Bloodstock, Racehorses
and Equestrian Horses

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Victoria Australia 3166
Telephone: (03) 9544 4895
Mobile: 0419 355 981
Email: johnford@ozemail.com.au

BLOODSTOCK VALUATION

Re: Un-named Chestnut Thoroughbred Filly Foaled 22nd September 2015.
Brands: Diamond M I Near Shoulder. 11 over 5 Off Shoulder.

The Valuation of the above-mentioned Thoroughbred Filly is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No.2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales

I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Filly, however I believe this Filly to be of good conformation and in good health and condition, suitable for Racing purposes.

The Sire of the above-mentioned Filly namely “Star Witness” is a stakes-winner of 4 races and A$1,366,889.00. in stakes inc. Gr.1 VRC Ascot Vale Stakes, Gr.1 MRC Blue Diamond Stakes, Listed VRC Talindert Stakes, MVRC Tatts Group Plate. 2nd Gr.1 Flemington Victoria Racing Club Stakes, Gr.1 Ascot King’s Stand Stakes. 3rd Gr.1 Ascot Golden Jubilee Stakes.

The sire of “Star Witness” namely “Starcraft” (NZ), is a stakes-winner of 11 races and A$3,083,362.00. in stakes inc. Gr.1 AJC Chipping Norton Stakes, Gr.1 AJC Derby etc. 

“Starcraft” (NZ) is the sire 308 winners of over A$33.4m. in stakes inc. 20 stakes-winners and 17 stakes-placed progeny. Stakes-winners inc. Star Witness, We Can Say It Now, Hallowell Belle, Property, Crafty Irma, Lunar Rise, Blizzard, Winner’s Way, Havana, Do You Think, Starchekka, Celebrity Girl, Baschar, Ain’t Of Fallenstar, Starvoia, Perfect Punch, Singapore Sling, Mr Vadim, The Drunk Bird, Don’t Tell Mary.

The Dam of “Star Witness” namely “Leone Chiara”, by “Lion Hunter”, is a stakes-winner of 7 races and the dam of 6 winners inc. Star Witness 4 wins, Elusive Leone 1 win, I’m Corleone 1 win, Doctor Zed 2 wins, Shir 1 win.


The Dam of the above-mentioned Filly namely “Cooper’s Girl” by “Choosing” is the winner of 2 races and three-quarter sister in blood to Starstrangledbanner stakes-winner of 7 races, Marcado stakes-winner of 1 race, Barood stakes-winner of 5 races.

The sire of “Cooper’s Girl” namely “Choosing”, by Danehill (USA), is a stakes-winner of 7 races and A$2,160,781.00. in stakes inc. Gr.1 VRC Lighting Stakes. Gr.1 Royal Ascot Golden Jubilee Stakes, Gr.2 Royal Ascot King’s Stand Stakes, Gr.2 VRC Linlithgow Stakes, Gr.3 STC Skyline Stakes, Listed AJC Breeder’s Plate, AJC Inglis 2-Y-O Classic.

Member of Federation of Bloodstock Agents Australia Limited.

“Choisir” is the sire of the dams of 234 winners of over A$23m. in stakes inc. 12 stakes-winners and 11 stakes-placed progeny. Stakes-winners inc. Winter 5 wins, My Dream Boat 6 wins, Persuasive 6 wins, My Poppette 3 wins, Brazuca 6 wins, Fontanellice 5 wins, Eckstein 5 wins, Red Verdon 5 wins, Tisbutadream 5 wins, Seannie 3 wins, Mr Utopia 10 wins, Pressing 2 wins. Stakes-placed progeny inc. Sezanne 2 wins, Lizard Island 2 wins, Old Trieste 1 win, Egyptian Bullet 6 wins, Chose a Saga 3 wins, Fast Cash 5 wins, Kahouanne 4 wins, Ghazawaat 1 win, Boom Box 1 win, Virtual Insanity-placed, Fairy Star-placed,

Winners inc. Country Melody 6 wins, Flying Pursuit 7 wins, Dalton 2 wins, By Decree 7 wins, High Cost 8 wins, Sasko 3 wins, Ratha’s Choice 3 wins, Grey Shadow 2 wins etc.

The 2nd Dam namely “Little ‘N’ Cute”, by Lujain (USA), is the dam of 4 winners Jorgeus 5 wins, Nusadarah 3 wins, En Piste 2 wins, Cooper’s Girl 2 wins.

The 3rd Dam namely “National Song”, by Vain, is the dam of 8 winners inc. Gold Anthem stakes-placed winner of 2 races-(dam of 9 winners inc. Starspangledbanner stakes-winner of 7 races, Barood stakes-placed winner of 5 races, Gold Chant stakes-placed winner of 5 races-dam of Amicus stakes-winner of 5 races, Il Cavallo stakes-placed winner of 5 race, Regally Blonde 1 win-dam of Zaakhira stakes-placed winner of 1 race), Circles of Ice-(dam of 8 winners inc. Tangine stakes-winner of 3 races-dam of Trisara 1 win, Marcado 1 win).

The 4th Dam namely “Olympic Aim” (NZ), by Zamazaan (FR), was the winner of 4 races and the dam of 6 winners inc. Circles of Gold stakes-winner of 6 races and A$936,835.00. in stakes inc GR.1 AJC Australian Oaks-(dam of 9 winners inc. Elvstroem stakes-winner of 10 races, Haradasun stakes-winner of 7 races, Hveger stakes-placed winner of 1 race-(dam of 5 winners inc. Highland Reel stakes-winner of 10 races and over A$14m. in stakes, Idaho stakes-winner of 4 races and over A$2.1m. in stakes, Valdemoro stakes-placed winner of 2 races, Cape of Good Hope 1 win), Altius stakes-placed winner of 4 races, Gold Centre 1 win, Lady Circles-(dam of 6 winners inc. Decircles stakes-winner of 5 races, King Raedwald 4 wins, Raffles King 5 wins, Cars King Prawn 1 win), Gold Wells stakes-winner of 7 races, Modern Era 4 wins, Rings of Gold 3 wins, Halo Gold 1 win-grand-dam of 0npicalo 9 wins.

In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Filly, I consider the present Market Value of this Filly to be A$44,000.00. (Forty-Four Thousand Australian Dollars)

This Valuation is inclusive of GST.

This Valuation is subject to this Thoroughbred Filly passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Filly other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford. Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited
12th September 2018

Ms. Carol Walsh
Blueblood Thoroughbreds
Racing Club No.2 Ltd.
P O Box 6992,
Baulkham Hills. 2153.
New South Wales.

5 St. Andrews Court, Mount Waverley,
Victoria, Australia 3149

BLOODSTOCK VALUATION
Re: Un-named Bay Thoroughbred Colt Foaled 8th October 2016.
Brands: 3X Near Shoulder. 1over 6 Off Shoulder.
The Valuation of the above-mentioned Thoroughbred Colt is being provided at the request of Blueblood Thoroughbreds on behalf of Race Club No. 2 Limited. P O Box 6992. Baulkham Hills. 2153. New South Wales
I confirm that I have not carried out a physical inspection of the above-mentioned Thoroughbred Colt, however I believe this Colt to be of good conformation and in good health and condition, and suitable for Racing purposes.
The Sire of the above-mentioned Colt namely “Unencumbered”, by “Testa Rossa”, is a stakes-winner of 5 races and A$1,908,850.00. in stakes inc. Gr.3 Doomben B.J. McLachan Stakes, RL Gold Coast Magic Millions 2-y-old Classic, RL Wyong 2-y-old Classic. 2nd Gr.2 Rosehill Todman Stakes.
The sire of “Unencumbered” namely “Testa Rossa” is a stakes-winner of 13 races and $3,042.167.00. in stakes, and is the sire of 716 winners of over $81.2 m in stakes inc. 63 stakes-winners and 54 stakes-placed progeny. Stakes-winners inc. Ortensia, Rostova, Testafiable, Enzo’s Lad, Fontelina, Amelie’s Star, Sistine Angel, Ranger, Twilight Royale, Vorimista, Speediness, Testa My Patience, Unencumbered, Jiang, Publishing, Blue Chagall, Red Colossus,Ellicizoom,Pane in the Glass, Heart Testa, Testashadow,Red Flair etc.
The Dam of “Unencumbered” namely “Blizzardly”, by More Than Ready (USA), is a stakes-winner of 3 races and the dam of 3 winners inc. Unencumbered 5 wins, Pure Tactics 6 wins, Windrunner 2 wins
“Unencumbered” commenced stud duties in 2014 and his oldest progeny are 3-y-olds and is to date the sire of 13 winners and 9 placed progeny. Winners inc. Double Bubble, Free Mover, Expeditus, I Dream of Green, Brave Jewel, Revolution, I Stole Your Love, Itchy Ears, Last Vein, Fairy Fast, Juanito, King Percy, Leveraged.
The dam of the above-mentioned Colt namely “Sharpay Magic” is a placed daughter of “Magic Albert”, by Zeditave, a stakes-winner of 7 races and A$471,100.00. in stakes inc. Gr.2 STC Peter Pan Stakes, Gr.3 Newcastle Spring Stakes, 2nd Gr.2 Stan Fox Stakes etc.
“Magic Albert” is the sire of the dams of 103 winners of over A$11.4m. in stake inc. 3 stakes-winners Vega Magic 13 wins, Flying Jess 2 wins, Magic Alibi 5 wins, and stakes-placed Sizzling Belle 3 wins. Notable winners inc. Invincible Al 6 wins, Spillinova 3 wins,
Brook Magic 4 wins, Coolotta 6 wins, Hesitation 3 wins, Ingeegoodbe 7 wins, Invisible Pro 2 wins, Peace Get Joy 2 wins, Mireille 3 wins, Mollivre 4 wins, Shekou 8 wins etc.
The 2nd Dam namely “Kilspindle”, by “Danehill” (USA), is a stakes-winner of 2 races inc. Gr.3 SAJC St Leger, 2nd Listed SAJC Stuart Crystal Stakes etc.
“Kilspindle” is the dam of 4 winners inc. Fine Red (dam of Top Drop stakes-placed winner of 4 races and A$403,413.00 in stakes), Gurgie 2 wins, Hadrians Wall 3 wins, Stealapipe 6 wins, Aberlay 1 win, Sharpay Magic-placed, Barrettstown-placed, Lyttuppa-placed.

The 3rd Dam namely “Jullene” (NZ), by Sir Tristram (IRE), was a stakes-placed winner of 5 races and the dam of Rullene stakes-winner of 10 races, Brackenbury stakes-winner of 4 races, Kilspindle stakes-winner of 2 races, Danallene 2 wins, Free World 3 wins, Baracheer 3 wins.
Additional notable winners from excellent winner producing family inc. Jandell stakes-winner of 11 races, Nobellotto stakes-winner of 7 races, Oomph stakes-winner of 6 races, Thump stakes-winner of 4 races, Snoopy stakes-placed winner of 6 races, Noble Red stakes-winner of 3 races etc.
In my opinion, following a review of the Pedigree and Family Details of the above-mentioned Thoroughbred Colt, I consider the present Market Value of this Colt to be A$33,000.00. (Thirty-Three Thousand Australian Dollars)
This Valuation is inclusive of GST.
This Valuation is subject to this Thoroughbred Colt passing a Veterinary Examination for Suitability for Racing purposes, carried out by a recognized Equine Veterinary Surgeon.

I certify that I have no current or contemplated interest in the above-mentioned Thoroughbred Colt other than the supply of the above Valuation for a professional fee.

Yours Faithfully,

John Ford, Bloodstock Agent and Consultant
Member of Federation of Bloodstock Agents Australia Limited