

RACING CLUB NO 4 LTD

A.C.N. 648 203 383
AFS Rep. No. 001286418

**PROSPECTUS
1st June 2021**

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This Prospectus is dated 1st June 2021. No securities will be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

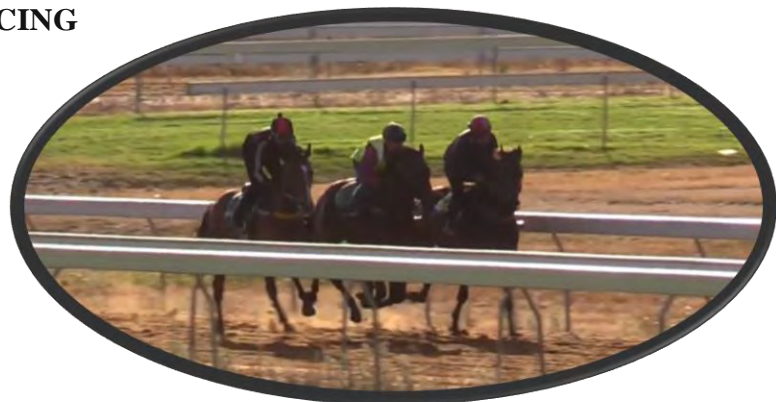
**THE THRILL OF RACING****TRACK WORK IN PRE-TRAINING**

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IMPORTANT INFORMATION

Offer

The Offer contained in this Prospectus is an invitation by Racing Club No 4 Ltd ("RCN4" or "Company") to acquire fully paid Ordinary shares ("Shares") in the Company.

Prospectus

This Prospectus is dated 1st June 2021 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 in to 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.

1. INVESTMENT SUMMARY

1.1 The Offer

Topic	Information	Reference
What is the Company?	Racing Club No 4 Ltd ('RCN4') is a Horses racing company and has purchased six thoroughbred racehorses with the intention of racing them. RCN4 is offering Shareholders the opportunity to receive any benefit of race winnings and potential future breeding revenue and proceeds (after paying expenses).	For more information see section 2.1
Why is the Offer being conducted?	The Offer is being conducted to: <ul style="list-style-type: none"> • Fund the engagement of the proposed trainers; • Pay the costs incurred by Racing Club No 4 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 6.2
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, Jeremy Azzopardi and Kirstian 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 2.3.1, 5.2 and 6.3.1

1.2 Key terms and conditions of Offer

Topic	Information
What is the Offer period?	The offer opens on 1 st June 2021 and closes on 30 th July 2022.
What is the type of Shares being offered?	Fully paid Ordinary Shares in the Company.
How many Shares are being offered?	1000 fully paid Ordinary Shares.
Minimum subscription amount for each Shareholder	1 fully paid Ordinary Share.
Minimum subscription amount for Offer to proceed	1000 fully paid Ordinary Shares.
What is the consideration for each Share being offered?	The price of each Share under offer is \$1,995
Amount to be raised under the Offer	\$1,995,000
Are the Shares listed?	The Shares are not listed on any stock exchange.
Is the offer underwritten?	The Offer is underwritten.

2. BUSINESS OVERVIEW

2.1 Nature of the business

RCN4 is a Horses racing company and has purchased eight 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 Australia 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 1st June 2021 and end date of 31st May 2024, 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 6.4 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.

INDUSTRY TRENDS

Races, Prizemoney and Foal Crops 2004/05 - 2018/19

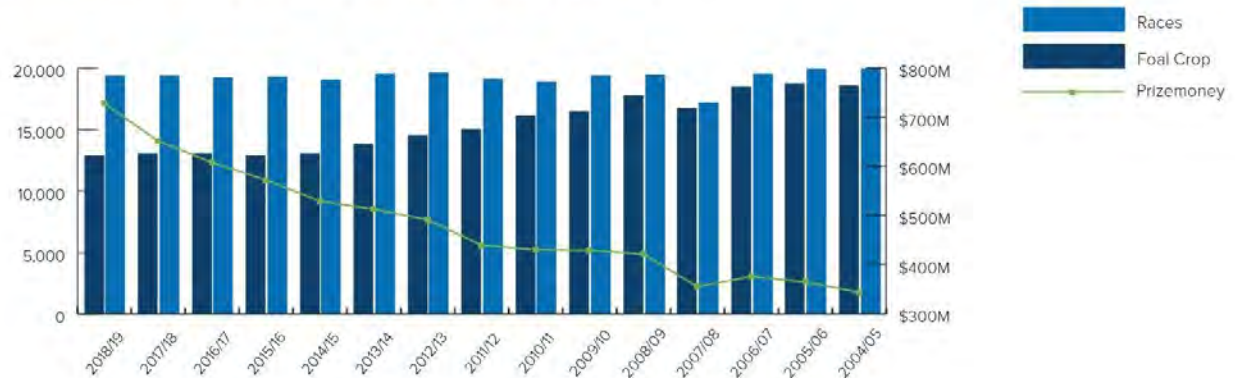


Table 3. Prizemoney and Incentive Payments in Australia 2002/03 - 2019/20

Season	Prizemoney (inc. Trophy)	% Change	Incentive Scheme Payouts	% Change
2019/20	\$730,769,073	0.27%	\$42,329,722	9.24%
2018/19	\$728,809,559	11.80%	\$38,750,650	2.45%
2017/18	\$651,866,124	7.38%	\$37,823,597	9.33%
2016/17	\$607,067,610	6.14%	\$34,595,000	6.18%
2015/16	\$571,973,523	8.16%	\$32,580,425	1.87%
2014/15	\$528,821,379	3.26%	\$31,982,800	0.87%
2013/14	\$512,113,328	4.30%	\$31,707,412	11.50%
2012/13	\$490,980,217	11.82%	\$28,436,286	5.72%
2011/12	\$439,074,032	2.06%	\$26,897,911	-4.72%
2010/11	\$430,227,684	0.34%	\$25,685,849	-0.98%
2009/10	\$428,758,934	1.42%	\$25,939,058	21.18%
2008/09	\$422,773,412	18.43%	\$21,405,150	42.40%
2007/08	\$356,972,323	-5.37%	\$15,031,256	-1.25%
2006/07	\$377,213,883	2.01%	\$15,221,215	-4.69%
2005/06	\$369,797,468	6.06%	\$15,969,840	2.08%
2004/05	\$348,653,608	5.90%	\$15,644,845	-8.25%
2003/04	\$329,243,410	3.15%	\$17,052,455	20.39%
2002/03	\$319,199,781	3.39%	\$14,164,200	24.75%

Source: Racing Australia Fact Book 2016/17

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;
- Racing Club No 1 Ltd;
- Racing Club No 2 Ltd: and
- Racing Club No 3 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

2019 DUNDEEL x GLOBAL GOOD Bay Colt

This colt has been broken in.

Sire: **DUNDEEL** Horse of the Year in NZ in 2013-14. Champion 3YO in NZ in 2012-13. Champion Middle Distance Male in Australia & NZ in 2013-14. **10 wins**-1 at 2-from 1200m to 2400m including 4 x Group 1 wins and Stakes earnings of A\$5,386,160. He entered stud in Australia in 2014. Sire of 164 progeny to race, 91 winners (55.0%), earnings of over \$12 million, 10 stakes winners, 4 stakes placegetters, inc. He sired 4 Group 1 winners, **YOURDEEL**, **CASTELVECCHIO**, **SUPER SETH** and **ATYAAB**.



Dam: Global Good is by Champion of Champion sires and broodmare sires **REDOUTE'S CHOICE**. She is half-sister to **GLOBAL BALANCE** who was a 3-time winner including a Group 3. Global Good is closely related to Group 1 winners **SPINNING WORLD**, **GOOD JOURNEY** and **AVIANCE**.

The colt will be trained by Bjorn Baker from his Warwick Farm stables in NSW.

2019 HEADWATER x GREEN MIRAGE Bay Filly

This filly has been broken in.

Sire: HEADWATER (by champion sire Exceed and Excel) 3 wins-2 at 2-at 1000m, 1100m, A\$460,800, ATC Silver Slipper S., Gr.2, VRC Kensington S., L, MRC Cactus Imaging 2YO P., 3d ATC Todman S., Gr.2, 4th MVRC AJ Moir S., Gr.1. He entered stud in Australia in 2016. Sire of 12 progeny to race, 3 winners (25.0%), earnings of over \$290,000, inc. His oldest progeny is a 2yo and he has already sired 3 winners including Wisdom of Water, winner at 2 in 2019-20, A\$176,000, GCTC Aquis Gold Nugget 2YO H., 4th GCTC Magic Millions 2YO Classic, RL.



Dam: Green Mirage is by **GREEN DESERT**. Green Mirage has had 10 foals to race for 6 winners including 3rd placed Blue Sapphire Group 3 gelding, **LONE EAGLE**. **GREEN DESERT** is related to Stakes horses **LOVING CLAIM**, **VILLE D'AMORE**, **CITY ON A HILL** and **TAKEN AT THE FLOOD**.

The filly will be trained by Tony Gollan from his Doomben stables in QLD.

2019 INVADER x LIGHT SHOWS Chestnut Filly

This filly has been broken in.

Sire: **INVADER 2** wins-2 at 2- up to 1400m, A\$968,375. Co-Champion 2YO colt in Australia. He won the ATC Sires Produce Group 1 and 2nd in the ATC Champagne Stakes Grp 1. He entered stud in Australia in 2018. His oldest progeny are yearlings.



Dam: Light Shows is by Show Of Heart. She won 6 races up to 1600m. This filly is her 1st foal. Light Shows is closely related to other Stake's winners **TESTASHADOW**, **DUSTY STAR** and Champion sire **ZOUSTAR**.

This filly will be trained by Peter Moody from his Pakenham stables in VIC.

2019 MIKKI ISLE x SOL WITNESS
Bay Filly

This filly has been broken in.

Sire: MIKKI ISLE was the champion sprinter and miler in Japan in 2016. He won 8 races, 2 as 2YO including 2 Group 1's. He entered stud in Australia in 2017 and his oldest Australian bred progeny are 2YO's including Oriental Princess.



Dam: SOL WITNESS is by Star Witness. She won 3 races up to 1600m. She is a full sister to listed winner **LORD BALMORAL**. SOL WITNESS is closely related to Group 1 winners **CHEROKEE ROSE**, **KIRKLEES**, **MASTERY** and **BETTER BOY**.

This filly will be trained by Peter & Luke Fernie from their Perth and Kalgoorlie stables in WA.

2019 PARIAH x HAPPY HIGHWAY Bay or Brown Colt

This colt is currently being broken in.

Sire: PARIAH is by Redoute's Choice, who commenced stud duties in Australia in 2018. His oldest progeny are yearlings. Pariah as 2yo won the ATC Canonbury Stakes Grp 3 and ran 2nd in the **Grp 1** Blue Diamond. As a 3yo he won the ATC San Domenico Grp 2. He stands at Arrowfield stud just like his sire did for a Stud Fee of \$16,500.



Dam: Happy Highway is by **MAGIC ALBERT**. She was a 3-time winner up to 1900m. This is her 2nd foal. The 2nd Dam Highway Bliss was a good producer who had 6 foals to race for all winners. She is related to Grp 1 winners **MOSSFUN** (Golden Slipper), **RAISING ROMANCE** and dual Derby winner **REBEL RAIDER**.

This colt will be trained by Gai Waterhouse & Adrian Bott from their Randwick stables in NSW and Flemington stables in VIC.

2019 SHAMUS AWARD x PRINCESS PARIS Bay or Brown Colt

This colt has been broken in.

Sire: **SHAMUS AWARD** Champion 3YO Colt in Australia in 2013-14. **2 wins** at 1600m, 2050m, A\$2,473,500, MVRC WS Cox P., **Gr.1**, VRC Australian Guineas, **Gr.1**, 2d VRC Sires' Produce S., **Gr.2**, MVRC Bill Stutt S., **Gr.2**, Mitchell McKenzie S., **L**, 3d MRC Caulfield Guineas, **Gr.1**, CF Orr S., **Gr.1**, VRC Maribyrnong P., **Gr.3**, MVRC Inglis Banner 2YO S., **RL**, MRC Chairman's S., **L**. He entered stud in Aust. in 2014. Sire of 201 progeny to race, 125 winners (62.0%), earnings of over \$15 million, 11 stakes winners, 7 stakes placegetters, including **MR QUICKIE 11 wins** from 1200m to 2400m to 2020-21, A\$1,967,800, BRC Queensland Derby, **Gr.1**, **ETANA 5 wins** from 1300m to 2000m to 2019-20, A\$388,550, and **SOUL PATCH**.



Dam: **PRINCESS PARIS** raced once. She is a half-sister to stakes performer **Princess Harada**. Princess Paris is closely related to other Stakes winners and performers **PURE THEATRE**, **ALL SOLD OUT** and **FOXY FLEDA**. This is her 4th foal.

This colt will be trained by Tony McEvoy from his Angaston stables in SA and Flemington stables in VIC.

2019 SMART MISSILE x MOKORO Bay Colt

This colt has been broken in.

Sire: **SMART MISSILE 3** wins-2 at 2-at 1000m, 1200m, A\$541,150, ATC Todman S., **Gr.2**, Run to the Rose H., **Gr.3**, AJC Breeders' P., L, 2d ATC Golden Rose S., **Gr.1**. He entered stud in Aust. in 2012. Leading Aust. First Season Sire in 2015-16. Sire of 547 progeny to race, 374 winners (68.0%), earnings of over \$46 million, 19 stakes winners, 25 stakes placegetters, including Group 1 winner MAID OF HEAVEN.



Dam: Mokoro was a winner and finished 3rd in town. She is by champion sire of sires and broodmare sire **REDOUTE'S CHOICE**. Her full sister **Multahem** was a stakes performer and a winner of 2 races. Mokoro is closely related to Group 1 winner **DOLPHIN STREET, STORMY LIBERAL** and **LISTEN**. She has an outstanding black type family.

This colt is to be trained by Mick Price & Michael Kent Jnr from their Caulfield stables in VIC.

2019 STAR TURN x GRAND JAZZ Chestnut Filly

This filly has been broken in.

Sire: **STAR TURN 3** wins-1 at 2-at 1100m, A\$877,300, MRC Schillaci S., **Gr.2**, ATC San Domenico S., **Gr.3**, Pierro 2YO P., 2d ATC Run to the Rose H., **Gr.2**, MRC Blue Diamond Prelude (c&g), **Gr.3**, 3d VRC Newmarket H., **Gr.1**, Lightning S., **Gr.1**, Coolmore Stud S., **Gr.1**, MVRC William Reid S., **Gr.1**, ATC Antler Luggage Kirkham 2YO P. He entered stud in Aust. in 2017.



Dam: **GRAND JAZZ (NZ)** is by Golden Slipper winner and champion sire **SEBRING**. She was a winner up to 1200m. Grand Jazz is closely related to other Stakes winners **ABSALON, LIBERTARIAN, DANCE MACHINE AND GRAZIA**.

This filly will be trained by Ciaron Maher & David Eustace from their Caulfield stables in VIC and Warwick Farm stables in NSW.

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 had success on the track with No More Bids and Racing Club No 2 & 3 Ltd who have had success with My Diamond Girl (pictured below), Coop’s Star and Sharpay Ruler.



The Director’s and Racing Club’s Bloodstock Team looks for 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 independent veterinarians perform a clinical inspection and scope. The veterinarians have provided veterinary certificates specifying that the Horses

are suitable and fit for racing. The veterinarian certificates disclose that the veterinarians do 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 4 Ltd purchased the Horses through the Inglis and Magic Millions Yearling Sales. The Horses have been subsequently bought by the Company on credit terms. (see section 2.6).

2.2.4 Current status of Horses

Of the 8 Horses, 7 are spelling at Cavallo Park Stud in North Richmond NSW and 1 is currently being broken in at Doran Park in Glossodia NSW.

2.2.5 Horses naming and registration

All 8 horses are unregistered. The Horses will be named by the Shareholders and registered once the Shares have been issued in full or if the horse is ready to trial, whichever comes first. 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 each of the eight horses are attached to this Prospectus.

2.2.7 Mortality insurance

All 8 Horses are individually insured with HQ Insurance for mortality, theft and life-threatening surgery extension cover. The sum insured for the 8 Horses is equivalent to each horse’s valuation, for a period of 12 months, from that date of purchase. A certificate of currency for each of the 8 Horses 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, where possible, 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 entitled to a sale fee of 15% (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 10% (plus GST) 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

YEARLING - DUNDEEL X GLOBAL GOOD COLT

Trainer: Bjorn Baker – Warwick Farm NSW

Since arriving in Sydney Bjorn has not only produced results with stayers such as CANTONESE and MR TIPSY as expected with his background; he has also produced numerous 2yo winners including UNENCUMBERED, WINNING RUPERT, TWILIGHT ROYALE and BRILLIANT TERROR (sold to HK) and recently produced his first Group 1 winner with MUSIC MAGNATE winning the Doomben 10,000.



Bjorn finished the 2017/2018 racing season in sixth position on the NSW Trainers Premiership having 106 winners since including 36 Metropolitan winners.

YEARLING – HEADWATER X GREEN MIRAGE FILLY

Trainer: Tony Gollan – Doomben QLD

Brisbane's premier trainer Tony Gollan took out his trainer's licence as a 20-year-old with a small team at Toowoomba.

Full of ambition and confidence by the time Gollan was 22, he had moved his team to Brisbane. That move was short-lived and Gollan was forced to relocate to the Gold Coast before making his way back to Toowoomba.



For the next 12 months, Gollan worked alongside his father Darryl to soak up as much knowledge as he could before reviewing his own business and starting again in 2003.

In a stroke of luck, Gollan was given a Special Dane filly to train which was named Temple Spirit. Temple Spirit won eight races for Gollan and more than \$120,000 in prizemoney but it was mare's offspring, which really launched Gollan's career.

Temple Spirit first produced Temple Of Boom and then full-brother Spirit Of Boom. Between them, the 'Booms' won 20 races including three at Group I level and more than \$4 million in prizemoney.

In season 2014/15, Gollan set a new metropolitan benchmark when he trained 79 city winners for the season to break the record set by the late Bruce McLachlan in 1987/88 and he has since continued to dominate the Brisbane training scene. Tony Gollan is on target to break the time training record.

Tony Gollan's first major winner was Spirit Of Boom in 2010 and first Group I winner was Temple Of Boom in the 2012 The James Boag Galaxy.

YEARLING – INVADER X LIGHT SHOWS FILLY

Trainer: Peter Moody – Pakenham VIC

Peter Moody is considered a great trainer by most in the industry arguably training the best horse the world has ever witnessed in Black Caviar. Peter Moody stats speak for themselves with 2577 career wins with 56 at Group 1 level amassing over \$115 million in prizemoney.

Peter's strike rate is not short of amazing with a win strike rate of 18% and a incredible Group 1 strike rate of 10%. He will set up his return to training with boxes at Pakenham.



Peter Moody has commented, "I am [excited]. I'm a bit tentative about it, I've got to learn to get back out there and get on the tools again but not too much has changed," he said. "I've got no doubt I'll be a better trainer this time around because I'm going to be more relaxed and be able to manage my time much better, and I'll have a smaller team."

YEARLING – MIKKI ISLE X SOL WITNESS FILLY

Trainers: Peter & Luke Fernie – WA

The Fernie name has been synonymous for the best part of six decades and, when you think of WA's best country trainers, Peter Fernie rates at the top of a highly-regarded list.

The third-generation trainer and Kalgoorlie born-and-bred 53 year old, Peter Fernie, has prepared more than 650 winners since taking out his training licence in 1998 and hit the ground running at the opening meeting of the Kalgoorlie season last Saturday when saddling-up four of the six winners on the card.



Fernie, the son of the late John R. and grandson of Robert Fernie, grew up following his father around the stables and was only nine years old when John's former Hannans Handicap winner, Cambana Lad, won the 1974 Group 1 Railway Stakes at Ascot.

After finishing his schooling, Fernie completed a mechanical apprenticeship before following the common town trait into the mining industry. He worked as an underground driller for 10 years and tried to juggle his workload while messing around with a few horses, however, the long hours and gruelling lifestyle soon took its toll. "I was training when I was mining for a bit, because Dad passed away and I was still doing it, but it was too hard," he said. Fernie has since developed his racing business into a full-time profession, with his stable consisting of 30 horses in work at any given time during the Kalgoorlie season and, clearly, his results speak for themselves.

Peter Fernie's first major winner was BLACK GEORGE in 2011. The most recent major winner was Gangbuster in the BLUE SPEC DRILLING BOULDER CUP. Last season the stable trained 79 winners and so far this season has produced the winners of 22 races, with the latest winner being Paradise Square at Kalgoorlie on October 18, 2020.

He currently sits second on the premiership table this season with 21 winners. Asked if he'd ever consider relocating to the city, Fernie says it is unlikely, although his 23-year-old son Luke, operates the satellite stable in Perth. "I enjoy it and I really like the animals so I couldn't see myself giving up in the near future," Fernie said.

YEARLING – PARIAH X HAPPY HIGHWAY COLT**Trainers: Gai Waterhouse & Adrian Bott – NSW/VIC**

Gai & Adrian have gone on to achieve as much as humanly possible with racehorses. While many would rest on their laurels after such success, Gai simply wants to win more and more. Owners can rest assured that the Lady Trainer wants to win races just as much if not more than they do! Confirmation of this dedication to excellence came after just fifteen years of training when Gai was inducted into the Australian Racing Hall of Fame (2007). As we stand, in just over 20 years of training, Gai has amassed over 135 Group One wins and currently sits third on the all-time list (Group One winners) behind T.J. Smith and Bart Cummings.



By far Gai's greatest achievements have been recorded in the best races of the year in both Melbourne and Sydney. Gai has won Sydney's two best races, the Golden Slipper and Doncaster Handicap six and seven times respectively. Gai is by far the most successful trainer ever in the Sydney Spring. 'Make hay while the sun shines' is a phrase one often can hear Gai quoting. This attitude is reflected by Gai's results in the best races contested during the Sydney Spring Carnival. The Flight Stakes (7 wins), the Epsom Handicap (7 wins) and the Metropolitan Handicap (8 wins) have become races at the mercy of Gai each and every year.

Gai gives each and every horse that comes into her care every possible chance to succeed. Only six horses in the history of Sydney racing have won the two-year-old Triple Crown and Gai has trained two of them (Dance Hero 2004 and Pierro 2012). Gai in fact has won more Group One races for two-year-olds than any other trainer.

Gai Waterhouse and Adrian Bott's recent Group success CON TE PARTIRO (Coolmore Legacy Stakes Group 1, Coolmore Classic Group 1) SHOUT THE BAR (Empire Rose Stakes Group 1, Vinery Stud Group 1), FARNAM (Golden Slipper Group 1) GLOBAL GLAMOUR (Thousand Guineas Group 1, Flight Stakes Group 1)

YEARLING – SHAMUS AWARD X PRINCESS PARIS COLT**Trainer: Tony McEvoy – SA**

Tony lives and breathes thoroughbred racing and has done so from a very young age. Coming from a riding background has really helped Tony better his skills as a trainer and continues to attribute to his ability to find Quality horses.



McEvoy Mitchell Racing was formed in 2011 when Tony was approached by Melbourne based businessman, Wayne Mitchell to become his partner and Head trainer for Lindsay Park. At McEvoy Mitchell Racing they believe in their staffs' ability and strive to provide an environment that nurtures development and success. It takes a wholly dedicated and unified team to educate, train and race thoroughbred horses.

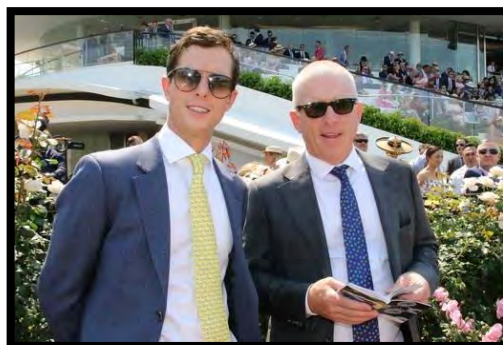
Their operation is totally vertical. Their horses are under care 24/7. Tony McEvoy recently enjoyed success at the highest level when Hey Doc won the Group 1 Australian Guineas in 2017.

Last season, the Tony McEvoy stable trained 76 winners.

YEARLING – SMART MISSILE X MOKORO COLT

Trainer: Mick Price & Michael Kent Jnr - VIC

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).

YEARLING – STAR TURN X GRAND JAZZ FILLY

Trainer: Ciaron Maher & David Eustace – VIC/NSW

Ciaron Maher took his first tentative steps in racing as a teenager, working with a trainer after school each day. He was an apprentice jockey with Peter Hayes in Adelaide and Melbourne before becoming an accomplished jumps jockey, competing in Australia versus Ireland jockey challenges and riding in England, Ireland and Dubai.



In 2005 he established himself as a trainer in Warrnambool, home of jumps racing. His first winner was Spectacular Storm in a hurdle race at Terang, followed up smartly by another win at Sandown. The stage was set for a successful career not only in jumps racing, but also on the flat as the stable grew. Ciaron Maher has since moved to Caulfield, where he has expansive stables on the course. He has retained facilities in Warrnambool, which suit horses in need of a country setting, and has secured new premises at Randwick. At his property in Pakenham, on the edge of Melbourne's suburbs, he has agistment and pre-training facilities.

A young trainer with an eye for picking winning prospects at yearling sales, he has built a stable of loyal owners as well as successful horses. He welcomes first-time owners as well as experienced racing hands. He is regarded as hard-working, thoughtful and, above all, patient. His promise is that every horse will be given every chance to develop its full potential.

Ciaron Maher discovered the thrill of Group 1 success in 2007 with TEARS I CRY winning the VRC Emirates stakes at Flemington. Black type races have flowed since then, SRIKANDI winning the Group 1 AAMI Stradbroke Handicap and the Group 1 Sky Racing Tatts Club Tiara, SET SQUARE winning the Group 1 Crown Oaks, and the following year, JAMEKA winning the Group 1 Crown Oaks including the Group 1 BMW Stakes and the Group 1 Caulfield Cup not forgetting LOVING GABY (by I Am Invincible) winning the Group 1 William Reid Stakes in 2020.

2.5 Strategy and plans

The Company has been set up to purchase the Horses and manage their entire racing careers. 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:

- \$522,500 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 is not required as the Company acquired the Horses through public auction. A conflict of interest (Actual or Perceived) is evident (see paragraph 2.8 below).

2.8 Conflict of interest

At the time of purchase, the buyer, Racing Club No 4 Ltd had a relationship with the Vendor, BBT Breeding And Racing Pty Ltd, Director Carol Walsh, who is also one of the Directors of Racing Club No 4 Ltd. The reasonable remuneration for the financial benefit that the vendor received was deemed reasonable in any conflict of interest or related party transaction (Actual or Perceived) due to the horses being sold for Market Value and that Market Value having been established by Public Auction.

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.

Race Class	Career Ending Injury Rate	Career Ending Injuries	Starts
High	2.27%	553	243,854
Low	4.11%	2,566	624,265

Source: "Trends in Equine Mortality, 1998-2005"

https://www.aphis.usda.gov/animal_health/nahms/equine/downloads/equine05/Equine05_is_Mortality.pdf

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 4 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 4 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 Horse Racing 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 Horses racing is a speculative venture with no guarantee of returns. A person subscribing to this offer should regard their shares as an entry in to racing Horses 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

Racing Club No 4 Ltd

Ordinary Shares

ABN 66 648 203 383

Pro Forma Balance Sheet

As At 1st June 2021

Assets	2021	2020
Current Assets		
Cash	-	-
Accounts receivable	-	-
GST Receivable	0	-
Inventory	-	-
Prepaid expenses	-	-
Shareholder Loan	1,995,000	-
<i>Total current assets</i>	<u>1,995,000</u>	<u>-</u>
Fixed (Long-Term) Assets		
Long-term investments	-	-
Property, plant, and equipment (Less accumulated depreciation)	522,500	-
Intangible assets	-	-
<i>Total fixed assets</i>	<u>522,500</u>	<u>-</u>
Other Assets		
Deferred income tax	-	-
Other	-	-
<i>Total Other Assets</i>	<u>-</u>	<u>-</u>
Total Assets	<u>2,517,500</u>	<u>-</u>
Liabilities and Owner's Equity		
Current Liabilities		
Accounts payable	522,500	-
Income taxes payable	-	-
Accrued salaries and wages	-	-
Unearned revenue	-	-
Current portion of long-term debt	-	-
<i>Total current liabilities</i>	<u>522,500</u>	<u>-</u>
Long-Term Liabilities		
Long-term debt	-	-
Deferred income tax	-	-
Other	-	-
<i>Total long-term liabilities</i>	<u>-</u>	<u>-</u>
Owner's Equity		
Capital Paid	-	-
Capital Unpaid	1,995,000	-
Retained earnings	-	-
Other	-	-
<i>Total owner's equity</i>	<u>2,517,500</u>	<u>-</u>
Total Liabilities and Owner's Equity	<u>2,517,500</u>	<u>-</u>

A 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.

Director	Biography
Carol Walsh	<p>Carol Walsh has consented to be a Director of Racing Club No 4 Ltd. Carol is also the sole Director of the prominently renowned and successful Racehorse Syndication company, Blueblood Thoroughbreds (AUST) Pty Ltd for over 12 years and has been involved in the industry for over 15 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. She has also successfully raised over \$20M through Public Company raised funds through the prospectus offer instrument direct with the Australian Investment and Securities Corporation.</p> <p>Carol has also been a long term member of the Australian Financial Complaints Authority (AFCA) and is a full member of Equifax (Credit Bureau)</p> <p>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), Lightsaber who won the Group 2 VRC Sires' Produce, Black Revolver, Rock Temple (trained by Chris Waller) and Encostanati (trained by Bjorn Baker). Carol has successfully sold Unite And Conquer as an entire to stand at Kingstar Stud in the Hunter Valley. She also sold Seabrook as a broodmare to one of the world's largest studs, Northern Stud in Japan and Secret Agenda as a broodmare to Cressfield Stud in the Hunter Valley of NSW.</p> <p>Carol Walsh is also the Director of the successful Racing Club No 1 Ltd, Racing Club No 2 Ltd and Racing Club No 3 Ltd who have produced winners namely, No More Bids (trained by Mick Price), My Diamond Girl (trained by Toby Edmonds at the time, now trained by Jared Wehlow), Sharpay Ruler (trained by Nathan Doyle) and Coop's Star (trained by Jared Wehlow). 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).</p>
Jeremy Azzopardi	<p>Jeremy Azzopardi has also consented to be a Director of Racing Club No 4 Ltd and will be acting Chief Financial Officer (CFO) for the company. Jeremy has been involved in the horse racing industry for over 19 years as an owner, breeder and is currently a Director of a well regarding syndication company. Owning racehorses is a passion for Jeremy and he has also purchased, managed and marketed multiple Group One winners and performers. He is also a successful breeder.</p>

Director	Biography
	<p>Jeremy brings a wealth of knowledge and experience to the board in both the financial and thoroughbred industries. Jeremy was self-employed for over 15 years in the finance and currently holds a certificate IV business; a Certificate IV finance and banking; a Certificate III in marketing; a MFAA Anti Money Laundering/Counter Terrorism Certificate, attained a MFAA Accredited Mortgage Consultant Certificate and previously a full member of the Credit Ombudsman Service. Jeremy is also a full member of the credit bureau Equifax.</p> <p>Jeremy's experience as a Mortgage Banker for 10 years excelled him to venture to start his own Private Lending business. Jeremy's business was authorised by 3 leading trustee companies to manage their second-tier mortgage-backed securities and lend to wholesale and retail clients.</p> <p>Jeremy's private lending business grew rapidly where he employed over 9 fulltime staff and 13 consultants and had over \$200 million under management. In 2007, he decided to follow his passion full time and reluctantly sold his private lending business.</p> <p>Jeremy Azzopardi is also the Director of the successful, Racing Club No 2 Ltd and Racing Club No 3 Ltd who have produced winners namely, My Diamond Girl, Sharpay Ruler and Coop's Star. Jeremy is also the sole Director of a sales, marketing and logistics company that specialises in the Thoroughbred industry.</p>
Kirstian Azzopardi	<p>Kirstian Azzopardi has also consented to be a Director of Racing Club No 4 Ltd and will be acting Financial Controller for the company. Kirstian has a wealth of experience in the financial aspect of business and currently has a Certificate IV in Accounting and Bookkeeping. Kirstian has been involved in the Racing industry for many years and has seen her contract for many major syndicators in Australia. Kirstian is the financial controller for Racing Club No 2 and Racing Club No 3.</p> <p>For 7 years, Kirstian was the operations manager for Hot Source Enterprises and had key responsibilities in the company. She was responsible for all accounts payable and receivable, sales training, administrative duties for the director and marketing strategies for existing clients.</p>

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. Jeremy Azzopardi
Mrs. Kirstian Azzopardi

Registered Office:

Nexus Norwest
Level 5, 4 Columbia Court
Norwest NSW 2153

Company Secretary: Carol Walsh
P.O. Box 6992
Norwest 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
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 1000 fully paid Ordinary shares. Each Shareholder must subscribe to a minimum of 1 fully paid Ordinary share at \$1,995 per share. or by six payments - \$395 up front and five further equal monthly instalments of \$320. 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 1000 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 1000 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 \$1,995,000. The proceeds of the offer will be applied as follows:

	Dollars
<i>INCOME - Shareholder's Funds from the offer</i>	\$1,995,000.00
<i>Interest earned over 3 years (approximately)</i>	\$0.00
<i>TOTAL</i>	\$1,995,000.00
<i>EXPENDITURE (3 YEARS)</i>	
<i>Purchase of Horses and their insured value (8 horses)</i>	\$522,500.00
<i>Breaking-In and education expenses (8 horses)</i>	\$33,000.00
<i>Accounting and Auditing Costs (over three years)</i>	\$45,000.00
<i>Bank Charges & Card Charges</i>	\$15,000.00
<i>Company Establishment (including ASIC and setup costs)</i>	\$800.00
<i>Prospectus production, legal review and sign off and ASIC lodgement costs</i>	\$3,300.00
<i>Print and Postage (over three years)</i>	\$9,440.00
<i>Training/Spelling/Veterinary/Registration costs etc. (over three years)</i>	\$800,000.00
<i>Mortality Insurance (1 year on all 8 horses market Value)</i>	\$25,000.00
<i>Racing Expenses (Track fees, Vet Stables, Vitamins, Drenching, Dental etc)</i>	\$10,000.00
<i>Advertising and Capital raising Costs</i>	\$100,000.00
<i>Racing Club Pty Ltd's professional advice, licence, process and document formation fees, Administration & Management Fees</i>	\$164,000.00
<i>BBT's Compliance Fees (over three years)</i>	\$14,960.00
<i>Director's Fee x 3 at \$84,000 p/a (over three years)</i>	\$252,000.00
<i>TOTAL</i>	\$1,995,000.00
<i>Surplus (based on full subscription)</i>	\$0.00

6.3 Terms and conditions of the offer

Topic	Summary	
What is the type of security being offered?	Fully-paid Ordinary shares in the Company.	
What are the rights and liabilities attached to the security being offered?	<p>The following rights and entitlements are attached to the offered shares:</p> <ul style="list-style-type: none">• 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 \$1,995.	
What is the offer period?	The offer opens on 1 June 2021. The offer closes on 30 July 2022.	
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?	<p>Dispatch of share certificates upon successful subscription to the offer will occur by no later than 20 August 2022.</p> <p>Unsuccessful applicants will also be notified at this time and monies paid will be refunded within 30 days of the close of this Prospectus.</p>	
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 4 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 1 June 2021	1000
	Maximum number of Ordinary Shares to be issued under this Offer	1000
	Total on Offer completion	1000
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	

Topic	Summary
	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 \$320)
- 3 years total running expenses for 8 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, Golden Slipper and Golden Rose, Blue Diamond, etc.
- To be placed with leading metropolitan trainers in Australia such Mick Price (VIC), Tony Gollan (QLD), Gai Waterhouse & Adrian Bott (NSW), Peter & Luke Fernie (WA), Ciaran Maher (VIC/NSW), Peter Moody (VIC), Gerald Ryan (NSW) and Tony McEvoy (SA).
- 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 4 Ltd with a Sydney branch of the ANZ Bank.

In accordance with the Rules of Racing in Australia, all prize-money is distributed to Racing Club No 4 Ltd 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 held in trust by the Company and a review will be carried out every 3 months by the Directors. Where there is an abundance of credit, the Director may decide to credit Shareholder's nominated bank accounts, however, the credit will be paid out to the Shareholders when the Company winds up.

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 AR63 (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.

RCN4 or **Company** means Racing Club No 4 Ltd (ABN 66 648 203 383)

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.

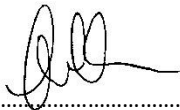
Prospectus means this document, being a Prospectus for the purpose of Chapter 6D of the Corporations Act and any supplementary or replacement Prospectus.

Share means fully paid Ordinary shares 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



.....
Jeremy Azzopardi
Director



.....
Kirstian Azzopardi
Director

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 4 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 4 Ltd
BSB: 012 491
Account Number: 322870965

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 4 Ltd
PO Box 6992
Norwest 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 4 LTD

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

I/We apply for _____ share(s) in **RACING CLUB NO 4 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 4 LTD**
P.O. BOX 6992
Norwest 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 4 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 4 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 29**

TICK PREFERRED OPTION

☐ **Payment in Full \$1,995 now – or**

☐ **\$395 now, and 5 x \$320 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 \$320 per month will be debited from your account on the 14th 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 \$320 per month will be debited from your account on the 28th 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 4 LTD ABN 66 648 203 383

1.1.2 (Company)

Details3

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Signing page 11

DETAILS

Date

1st June 2021

Parties

Name

Racing Club Pty Ltd

ABN

65 628 508 298

Short form name

Manager

Notice details

PO Box 6992

NORWEST NSW 2153

Name

Racing Club No 4 Ltd

ABN

32 32 633 140 459

Short form name

Company

Notice details

Nexus Norwest, Level 5

4 Columbia Court

NORWEST 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 1 June 2021.

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 31st May 2024.

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

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

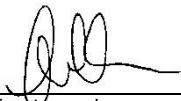
The Manager will be paid the following fees as incurred for providing the Services in Schedule 1 and as listed in the Prospectus. The fees are also to include re-imbursement of all budgeted expenses absorbed before settlement:

- \$1540 incl GST monthly fee
- 8% plus GST of Prize Money is payable to the Manager
- 15% plus GST for the sale of any horses in RCN4 is payable to the Manager
- There is no break fee.

4 SIGNING PAGE

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:

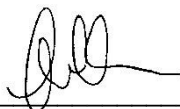


Signature of director and company secretary

Carol Ann Walsh

Name of director/company secretary (print)

Executed by Racing Club No 4 Ltd ABN 66 648 203 383 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

Kirstian Azzopardi

Name of director (print)



Signature of director

Jeremy Azzopardi

Name of director (print)

ANNEXURE B – SUPPORTING DOCUMENTS



**On Account of DORAN PARK, Hawkesbury
(As Agent)**

Barn E Stables 1-8

Lot 625

BAY COLT

(Branded **GB** nr sh. ¹⁷/₉ off sh. Foaled 17th October 2019)

SIRE	High Chaparral (Ire)	Sadler's Wells.....by Northern Dancer.....
DUNDEEL (NZ)	Kasora	by Darshaan.....
	Stareel	Zabeel (NZ)
		by Sir Tristram (Ire).....
DAM	Redoute's Choice.....	Staring (NZ)
GLOBAL GOOD		by Fiesta Star
		Danehill (USA)
		by Danzig
2012	Balance of Nature (USA)	Shantha's Choice
		by Canny Lad
		Storm Cat
		by Storm Bird
		Imperfect Circle.....
		by Riverman.....

DUNDEEL (NZ) (Bay 2009-Stud 2014). 10 wins-1 at 2, ATC Queen Elizabeth S., Gr.1. Sire of 190 mrs, 108 wms, 12 SW, inc. SW Super Seth (MRC Caulfield Guineas, Gr.1), Yourdeel, Castelvechio, Atyaab, Global Exchange - Enjoying (H.K.), Victoria Quay, The Inevitable, Entente, Irukandji, Ain'tnodeeldun, Cutadeel, Transact, SP Hit the Shot, Let's Karaka Deel, Profit, Dealmaker, Azaly, Aqueduct, Deserved, Total Power and of Cetshwayo, Dunmam, etc.

1st Dam

GLOBAL GOOD, *by Redoute's Choice*. Placed at 2 & 3. Sister to **GLOBAL BALANCE**. This is her second foal. Her first foal is a 2YO.

2nd Dam

BALANCE OF NATURE (USA), *by Storm Cat*. Placed at 2, 2d Deauville Prix de Caen, Chantilly Prix de Saint-Firmin, 3d Longchamp Prix de Bois Preau, Chantilly Prix de la Canardiere. Three-quarter-sister to **DIETRICH** (dam of **BEAUTY BRIGHT, ALOFT**), half-sister to **SPINNING WORLD, VISIONS OF CLARITY** (dam of **WAR OF WILL, PATHFORK, TACTICUS**), **Rangoon Ruby**. Dam of 3 foals, all raced, **1 winner**, inc:-
GLOBAL BALANCE (*f Redoute's Choice*). **3 wins** 1800m to 2100m, \$152,145, SAJC Schweppervescence S., **Gr 3**, Tasmanian Oaks, **L**. Producer.

3rd Dam

IMPERFECT CIRCLE, *by Riverman*. **2 wins**-1 at 2-at 6f, \$117,448, Ayr Firth of Clyde S., **L**, 2d Newmarket Cheveley Park S., **Gr 1**. Three-quarter-sister to Remote Romance (dam of **SADDEX**), half-sister to **CHIMES OF FREEDOM** (dam of **GOOD JOURNEY, ALDEBARAN, SEA OF SHOWERS, TOMISUE'S INDY**), **DENON, Piquetnol** (dam of **DIETRICH, MAMBO LIGHT**), **Privately Held**. Dam of 8 foals, 7 to race, **4 winners**, inc:-
SPINNING WORLD (*c Nureyev*). **Champion Older Miler in Europe in 1997. 8 wins**-2 at 2-1600m to 1800m, Breeders' Cup Mile S., **Gr 1**, Irish Two Thousand Guineas, **Gr 1**, Deauville Prix Jacques Le Marois, **Gr 1**-twice, Prix du Moulin de Longchamp, **Gr 1**, Saint-Cloud Prix du Muguet, **Gr 2**, Evry Prix Saint-Roman, **Gr 3**, 2d Breeders' Cup Mile S., **Gr 1**. Sire.
VISIONS OF CLARITY (*f Sadler's Wells*). **2 wins** at 1600m, Maisons-Laffitte Prix de Bagatelle, **L**, Longchamp Prix du Louvre. Dam of 6 winners-
WAR OF WILL (*c War Front*). **5 wins**-1 at 2 and 3 in succession-1m to 9½f, \$1,871,803, to 2020, Pimlico Preakness S., **Gr 1**, Keeneland Maker's Mark Mile S., **Gr 1**, Fair Grounds Risen Star S., **Gr 2**.
PATHFORK (*c Distorted Humor*). **Champion 2YO Colt in Ireland in 2010. 3 wins** in succession at 2 at 7f, €186,964, Curragh National S., **Gr 1**, Futurity S., **Gr 2**, L Behan 2YO S. Sire.
TACTICUS (*c A.P. Indy*). **4 wins** 1½m to 1¾m, £126,856 in Great Britain and U.S.A, Saratoga Birdstone S., **L**, Belmont Temperence Hill S., **L**. Lotus Sutra. Unraced. Dam of 2 winners-
BUYING TROUBLE (*f Hat Trick (JPN)*). **3 wins** at 6f, Haydock Cecil Frail S., **L**, 2d Newbury Carnarvon S., **L**, Newmarket Hopeful S., **L**.
NUCIFERA (*c More Than Ready*). **3 wins** in succession at 2, Deauville Prix Francois Boutin, **L**, 2d Longchamp Prix La Rochette, **Gr 3**. Ring of Fire. Unraced. Grandam of-
ART OF RAW (*g Myboycharlie (Ire)*). **3 wins**-2 at 2-at 2000m, 2200m, €164,671, Marseille Borely Prix Delahante, **L**, HKJC Kowloon Tsai H.

Account of CAVALLO PARK STUD (As Agent), Putty, NSW.

Lot 38 (100% GST)

BAY FILLY

Foaled 15th August 2019

Branded : BS nr sh; 2 over 9 off sh

Sire	Exceed and Excel	Danehill	Danzig
HEADWATER		Patrona.....	Lomond
2012	River Dove	Hurricane Sky	Star Watch
		Ride the Rapids.....	River Rough
Dam	Green Desert	Danzig	Northern Dancer
GREEN MIRAGE		Foreign Courier.....	Sir Ivor
2004	First Celebration	Cadeaux Genereux	Young Generation
		Loving Claim.....	Hansel

HEADWATER (AUS) (Bay 2012-Stud 2016). 3 wins-2 at 2-to 1100m, ATC Silver Slipper S., Gr.2. Brother to SP Fare Well. Sire of 86 mrs, 34 wns, inc. SW Wisdom of Water (GCTC Ken Russell Memorial Classic, Gr.3), SP Aquagirl, Heavenly Waters, Jamaea, Be Water My Friend and of You'll be Mist, Goldsborough, Hydro Star, Mileva, Dovetail Diva, Gunnamatta, River Twain, Free State, Hot Water, Leeside, etc. His oldest progeny are 3YOs.

1st dam

GREEN MIRAGE, by Green Desert. **Winner** at 1200m. This is her tenth foal. Her ninth foal is a 2YO. Dam of eight foals to race, **six winners**, inc:-

Lone Eagle (g. by Zoffany). **2 wins-1** at 2-at 1200m, \$343,381, to 2019-20, MRC Schweppes 2YO H., HKJC Kai Yip H., 2d MRC Clanbrooke Racing 2YO H., 3d MRC Blue Sapphire S., **Gr.3**, HKJC Shek Tong Tsui H., Grand Seiko Excellent H., Pearce Memorial Challenge H.

So Miraggio - Perfect Choice (H.K.) (g. by Snippetson). **3 wins** at 1000m, BRC Hamilton Hotel H., 3d HKJC Kam Shan H.

Shark Mirage (g. by Sharkbite). **8 wins** 1000m to 1406m, \$118,905, 3d SAJC Darley H.

Persistent Shadow (f. by Zoffany). **6 wins-1** at 2-1050m to 1900m to 2019-20, 2d Qld Tatt's RC Global Transport Insurance 2YO H.

Duan Major (g. by Dreamscape). **7 wins** 1100m to 1300m.

She's a Mirage (f. by Jet Spur). **Winner** at 1000m.

Ronny Rock Art (g. by Wandjina). Placed at 2 & 3 to 2020-21.

2nd dam

FIRST CELEBRATION, by Cadeaux Genereux. **Winner** at 1¼m in GB. Half-sister to Mizzle (dam of **SOFT SAND**). Dam of 7 foals, 5 to race, **4 winners**, inc:- Zafaaf. **4 wins** at 2000m, 2200m, 2d STC William Roberts Lawyers H.

3rd dam

LOVING CLAIM, by Hansel. Champion 2YO Filly in France in 1997. **2 wins** at 2 at 1600m, Longchamp Prix Marcel Boussac, **Gr.1**, Prix de la Cascade, 2d Longchamp Prix Saint-Alary, **Gr.1**. Half-sister to **CITY ON A HILL**, **Aslaaf**. Dam of 11 foals, 8 to race, **2 winners**, inc:-

Mizzle. Placed at 2 & 3 in GB. Dam of 6 winners-

SOFT SAND (Dansili). **4 wins-1** at 2-1000m to 1200m, \$306,875, MRC Kevin Hayes S., **L**, ALH Group P, Ladies in Racing Magazine H., 2d VRC Myer Classic, **Gr.1**, MRC Angus Armanasco S., **Gr.2**.

Note d'Amour. Unraced. Dam of 7 winners-

Billet Doux. **5 wins** 1400m to 2000m, \$218,490, to 2020-21, Northern Territory Derby, SAJC Hughes Chauffeured Limos P, 4th SAJC Oaklands P, **L**.

4th dam

VILLE D'AMORE, by Irish River. **3 wins** at 1400m, 1600m, Longchamp Prix de Liancourt, **L**, Prix des Tuileries, **L**, 4th Laurel All Along S., **Gr.2**, Maisons-Laffitte Prix Messidor, **Gr.3**. Half-sister to Golden Hanoof (dam of **TAKEN AT THE FLOOD**). Dam of 11 foals, 7 to race, **all winners**, inc:-

LOVING CLAIM (Hansel). **2 wins**. See above.


CITY ON A HILL (Rahy). **3 wins** at 2 at 1100m, 1200m, Newmarket July S., **Gr.3**, Chantilly Prix La Fleche, **L**, Prix de Mont l'Eveque. Sire.

Aslaaf (Quiet American). **5 wins** 1600m to 1911m, \$221,062, Nad al Sheba Dubai Racing Club H., 2d Hawthorne Robert F Carey Memorial H., **Gr.3**.

Account of CAVALLO PARK STUD (As Agent), Putty, NSW.

Lot 49 (100% GST) **CHESTNUT FILLY**

Foaled 19th September 2019

Branded :  nr sh; 9 over 9 off sh

Sire	Snitzel	Redoute's Choice	Danehill
INVADER		Snippets' Lass	Snippets
2014	Flame of Sydney	Encosta de Lago	Fairy King
		Flame of Atlanta	Clay Hero
Dam	Show a Heart	Brave Warrior	Cossack Warrior
LIGHT SHOWS		Miss Sandman	Regal Advice
2012	Spectroscope	Geiger Counter	Mr. Prospector
		Star Spectrum	Star Shower

INVADER (AUS) (Chestnut 2014-Stud 2018). Co-champion 2YO Colt in Australia in 2016-17. 2 wins at 2 at 1200m, 1400m, A\$968,375, ATC Sires' Produce S., Gr.1, Chris Toogood 2YO H., 2d ATC Champagne S., Gr.1, Todman S., Gr.2, TAB 2YO P., 4th ATC Breeders' P., L. Half-brother to SW Not Listenintome (HKJC Jockey Club Sprint, Gr.2). Out of SW Flame of Sydney. Related to SW Holy Snow, etc. His oldest progeny are yearlings.

1st dam

LIGHT SHOWS, by Show a Heart. **6 wins** 1200m to 1600m, 2d BRC Restorx Services H., 3d SCTC Coastline BMW H. Half-sister to **Silver Spur**. This is her first foal.

2nd dam

Spectroscope, by Geiger Counter. **2 wins**-1 at 2-at 1100m, 1200m, STC ANZAC Research Institute 2YO H., Sports Star Dinner H., 3d VRC Bloodhorse Breeders' S., **Gr.3**, MVRC Silver Jubilee S., **L**, 4th STC Magic Night S., **Gr.2**. Dam of 7 named foals, all raced, **5 winners**, inc:-

Silver Spur (Flying Spur). **2 wins** at 1100m, 1350m, \$128,499, BRC Sky Racing P., 2d VRC Hilton S., **L**, 3d City Tatt's RC Brian Crowley S., **L**, 4th MRC Sandown Guineas, **Gr.2**, Qld Tatt's RC Tattersall's Mile, **L**.

The White Hope. **6 wins**-4 in succession-1200m to 1400m, \$122,300, BRC Sirromet Love My Wine H., 1300 Go Broncos H., Urban Cellars H.

Count Cumani. **3 wins** at 1200m, 1350m, Ipswich TC Ray White Ipswich H.

Starsplash. **2 wins** at 1300m, 1400m, QTC Winnipeg P. Producer.

3rd dam

STAR SPECTRUM, by Star Shower. **5 wins** 1200m to 1550m, AJC Clothes Encounter H., Brampton Island H., Picton Bowling Club H., STC Kogarah H., Cammeray TAB H. Dam of 4 foals, 3 to race, **all winners**, inc:-

Spectroscope (Geiger Counter). **2 wins**. See above.

4th dam

SUNBUSTER, by Blockbuster. **Winner** at 900m. Half-sister to Ksar Miss (dam of **DIAMOND BENNY, HIT IT STAR**). Dam of 6 foals, all raced, **3 winners**, inc:-

Meteor Mist. **12 wins** 1200m to 1600m, STC Able Placements H. Dam of-

Crestfallen (Rivottious). **7 wins**-1 at 2-1000m to 1615m, 2d Qld Tatt's RC Winter S., **Gr.3**, BTC Glenlogan Park S., **L**. Grandam of-

TESTASHADOW (Testa Rossa). **8 wins**-1 at 2-1400m to 1600m, \$1,563,952, ATC Festival S., **Gr.3**, GCTC Magic Millions Cup, **RL**, 2d GCTC Magic Millions Guineas, **RL**, 3d ATC Ajax S., **Gr.2**.

Forever Midnight. **2 wins** at 1400m. Dam of 3 winners-

DUSTY STAR (General Nediym). **4 wins** at 1300m, 1400m, \$335,830, MRC D'Urban S., **Gr.2**, 2d MRC Weekend Hussler S., **L**, Anniversary Vase, **L**, BRC Spear Chief H., **L**, 3d MRC Bletchingly S., **Gr.3**.

Zouzou. **Winner** at 1200m. Dam of 5 winners-

ZOUSTAR (Northern Meteor). Top of 2013-14 Australasian 3YO Classification (Sprint). **6 wins**-3 in succession at 2-1100m to 1400m, \$1,411,680, ATC Golden Rose S., **Gr.1**, VRC Coolmore Stud S., **Gr.1**, ATC Roman Consul S., **Gr.2**, BRC Sires' Produce S., **Gr.2**, 2d BRC JJ Atkins S., **Gr.1**, 4th ATC Run to the Rose H., **Gr.3**. Sire.



Big Barn, Barn B Stables 47-72
On Account of ARROWFIELD STUD, Scone
(As Agent)

Lot 723 (No GST)

BAY FILLY

(Branded nr sh. ²¹⁶/₉ off sh. Foaled 9th October 2019)

SIRE	Deep Impact	Sunday Silence.....	by Halo.....
MIKKI ISLE (JPN)	Star Isle	Wind in Her Hair.....	by Alzao (USA)
		Rock of Gibraltar (Ire) ..	by Danehill (USA)
		Isle de France	by Nureyev
DAM	Star Witness.....	Starcraft (NZ)	by Soviet Star (USA)
SOL WITNESS		Leone Chiara.....	by Lion Hunter
2012	Balmoral Belle (NZ)	Zabeel (NZ).....	by Sir Tristram (Ire).....
		Garrd (USA)	by Sheikh Albadou

MIKKI ISLE (JPN) (*Bay 2011-Stud Japan 2017, Aust. 2017*). **8 wins-2 at 2-at 1400m, 1600m, Tokyo NHK Mile Cup, Gr.1. Half-brother to SP Taisei Starry. His oldest SH-bred progeny are 2YO's and inc Oriental Princess, etc. His NH-bred progeny inc SW Meikei Yell (Kokura Nisai S., Gr.3) and of Dualist, La la Christine, Minnie Isle, R Rapture, Roman Rocket, Shirley Poppy and of the placegetters Blues Chord, Ile de Reve, Licitar, Manneporte, etc.**

1st Dam

SOL WITNESS, *by Star Witness*. **3 wins** 1200m to 1600m. Sister to **LORD BALMORAL**. This is her first foal.

2nd Dam

BALMORAL BELLE (NZ), *by Zabeel*. Started once. Sister to **SCOUTING WIDE**, half-sister to **Cadre Noir - Great Guy** (H.K.). Dam of 5 named foals, 4 to race, **all winners**-

LORD BALMORAL (*c Star Witness*). **5 wins**-1 at 2-1000m to 1400m to 2019-20, Kenilworth Sophomore Sprint H., **L**, Fairview Glendore Sprint.

Sonic Blast. **Winner** at 2 at 1200m, ATC TJ's Champagne Bar P.

Charge at Dawn. Unraced. Dam of 2 winners-

Star Raider. **2 wins** at 950m, 1000m to 2020-21.

3rd Dam

GARRD (USA), *by Sheikh Albadou (GB)*. **Winner** at 1m in Ireland. Half-sister to **MOLESNES**, **CELTIC HEIR**, **SUBJECTIVE**, **Bio Master**, **Celtic Assembly** (dam of **CHEROKEE ROSE**, **KELTOI**). Be Yourself (dam of **SPIN AROUND** - **BETTER BOY** (H.K.)). Dam of 9 named foals, 8 to race, **5 winners**, inc:-

SCOUTING WIDE (*g Zabeel*). **4 wins** at 1800m, 2400m, \$382,455, STC Christmas Cup, **L**, WJ McKell Cup, **L**, AJC Hayai P., 2d BRC Brisbane Cup, **Gr 2**, STC Premier's Cup, **L**, 4th Murrumbidgee TC Wagga Gold Cup, **L**.

Cadre Noir - Great Guy (H.K.) (*g Black Minnaloushe (USA)*). **4 wins** 1400m to 1650m, \$661,229, HKJC Cumberland H., Hitachi Trophy, Tung Lung Chau H., Caring for the Elderly H., 2d Matamata RC Slipper S., **L**, 3d AuRC Champagne S., **L**, Mercedes-Benz Hong Kong Derby Trial, **L**.

4th Dam

WELSH GARDEN, *by Welsh Saint*. **Top filly on The 1975 Irish 2YO Free H.** **5 wins** at 2 5f to 1m, Gowran Park Waterford Crystal Nursery H., **L**. Half-sister to **GALAXY LIBRA**, **GARDEN OF HEAVEN**, Home and Away (dam of **GOOD RETURN**). Dam of 15 foals, 14 to race, **all winners**, inc:-

MOLESNES (*f Alleged*). **6 wins** 2400m to 4000m, Longchamp Prix du Cadran, **Gr 1**, Prix Vicomtesse Vigier, **Gr 2**, Deauville Prix Kergorlay, **Gr 2**.

CELTIC HEIR (*c Czaravich*). **4 wins**-2 at 2-1207m to 1600m, Newbury Horris Hill S., **Gr 3**, 2d VATC TS Carlyon Cup, **Gr 2**, 3d VRC Chester Manifold S., **L**.

SUBJECTIVE (*f Secretariat*). **5 wins**-1 at 2-at 6f, 8½f, Garden State Iris S., **L**. **Celtic Assembly** (*f Secretariat*). **Winner** at 10½f, 2d Goodwood Lupe S., **L**. Dam of 5 winners-

CHEROKEE ROSE (*f Dancing Brave*). **5 wins**-1 at 2, Deauville Prix Maurice de Gheest, **Gr 1**, Haydock Sprint Cup, **Gr 1**. Grandam of-

KIRKLEES (*g Jade Robbery (USA)*). **8 wins**-2 at 2 and 3 in succession-1400m to 2400m, \$927,842, Milan Gran Criterium, **Gr 1**.

MASTERY (*c Sulamani*). **5 wins**-1 at 2-1700m to 2950m, £1,768,175, The St Leger, **Gr 1**, Cathay Pacific Hong Kong Vase, **Gr 1**. Sire.

BAY OR BROWN COLT

Foaled 19th October 2019)

(SIRE)	Redoute's Choice	Danehill	Danzig
PARIAH	Secluded	Shantha's Choice	Canny Lad
		Hussonet	Mr. Prospector
(DAM)	Magic Albert	Cloister	Marauding
HAPPY HIGHWAY		Zeditave	The Judge
2009	Happy Camper	Sally Lou	Salieri
		Grand Lodge	Chief's Crown
		Highway Bliss	Marauding

PARIAH (AUS) (Bay 2014-Stud 2018). 2 wins-1 at 2-at 1100m, A\$541,100, ATC San Domenico S., Gr.3, Canonbury S., Gr.3, 2d MRC Blue Diamond S., Gr.1, ATC Run to the Rose H., Gr.2, MRC Blue Diamond Prelude (c&g), Gr.3. Out of a half-sister to SW Melito (AJC TJ Smith S., Gr.1). Grandson of SW Cloister, a three-quarter-sister to SW Unison. Related to SW Zeditave (VATC Blue Diamond S., Gr.1), etc. His oldest progeny are yearlings.

1st Dam

HAPPY HIGHWAY, by Magic Albert. **3 wins** from 1600m to 1900m. This is her second foal. Her first foal is a 2YO.

2nd Dam

HAPPY CAMPER, by Grand Lodge (USA). Raced once. Dam of 7 foals, 6 to race, **all winners**, inc:-

Not a Happy Camper (Not a Single Doubt). **5 wins** to 1300m, A\$153,180, MRC Bushnell Outdoor Products H., Ipswich TC Channel 7 H., 2d SAJC National S., **Gr.3**, MVRC Melbourne Signage Concepts H., 3d VRC Lola & Trish's H., Peter Heath H.

Magic Weekend. **5 wins** to 1400m, A\$215,790, ATC Tab.com.au H., Hall Chadwick H., STC Bay Timber H., Freeway's Great Steaks H.

Fletch. **4 wins** to 1100m.

Happy Highway. **3 wins**. See above.

In the Zone. **Winner** at 1100m in 2019-20.

Macal. **Winner** at 1100m.

3rd Dam

HIGHWAY BLISS, by Marauding (NZ). **Winner** at 1000m, VRC Rainbird H., 2d MVRC Wedgwood Tableware H., VATC Coral Sea Battle H., 3d VATC Avon H., MVRC Not Related H. Dam of 8 foals, 5 to race, **4 winners**, inc:-

TRUSTEE BROWN (Oratorio). **7 wins** from 1100m to 1800m, A\$301,225, WATC Detonator S., **L**, Western Meat Packers H., HPM Legrand H., Playeronline.com.au H., Festival of Perth Racing H., Therock Mile H., 3d Kalgoorlie Boulder RC Hannan's H., **L**.

Fish King. **2 wins-1 at 2-at 1200m**, HKJC River Tyne H., Yiu On P., 2d HKJC Penfold Park H., Audemars Piguet Year 2000 P.

The High Road. **Winner** at 1300m, 2d WATC Westspeed Nursery H.

Road to Eternity. **Winner** at 1200m.

4th Dam

MORE HAPPINESS (USA), by Nijinsky. Unraced. Dam of 10 foals, 8 to race, **6 winners**, inc:-

Highly Refined. **10 wins** from 1200m to 2200m, STC Rydalmere H.

What Fun. **2 wins** at 1200m, AJC Alexandria H., STC Join the STC Now H. Dam of-

CAT D'ANTIBES (Tale of the Cat (USA)). **2 wins** at 2, A\$185,800, GCTC Ken Russell Classic, **L**, 3d QTC Sires' Produce S., **Gr.2**.

Allegra. **2 wins** at 1100m, 1200m, STC Hyland Race Colours H. Dam of-

EXIMIUS (Exceed and Excel). **6 wins-1 at 2-from 1000m to 1600m**, A\$495,405, VRC Hilton Hotels S., **L**, Sunshine Coast Guineas, **L**.

Eye for Fun. Unraced. Dam of-

MOSSFUN (Mossman). Joint Top Filly of 2013-14 Australasian 2YO Classification. **4 wins** at 2, A\$2,561,250, ATC Golden Slipper S., **Gr.1**, Silver Slipper S., **Gr.2**, Widden S., **Gr.3**, Inglis Nursery, **RL**, 2d ATC Reisling S., **Gr.2**, Birthday Card S., **Gr.3**, 4th ATC Royal Sovereign S., **Gr.2**.

MAWAHIBB - ARAMCO (Sing.) (Magic Albert). Champion Sprinter in Singapore in 2019. **11 wins-1 at 2-at 1200m, 1400m**, A\$107,675, S\$1,080,403 in Aust. and Singapore, Singapore TC Lion City Cup, **L**, Garden City Trophy, **L**.

Highway Bliss. **Winner**. See above.

Miss Tatum. **Winner** at 1200m. Dam of-

FAST FLYING (Distorted Humor (USA)). **9 wins** from 1400m to 2400m, 1,416,591Rgt. in Malaysia, Selangor TC Piala Emas Sultan Selangor, **L**, Perak Derby, **L**.

Sweet Pearl. **Winner** at 1400m in NZ. Producer.

Aurangi. **Winner** at 1350m.

5th Dam

LITTLE HAPPINESS (USA), by Raise a Native. **6 wins-2 at 2-at 6f, 1m**, US\$104,600, Santa Anita San Rafael S., **L**, Monrovia H., **L**, 2d Santa Anita Santa Monica H., **Gr.2**, El Encino S., **L**, 3d Santa Anita Las Cienegas H., **L**. Dam of 13 foals, 7 to race, **4 winners**, inc:-

HAPPY BID (Spectacular Bid). **2 wins** at 2, Arlington Park Primer S., **L**, 3d Arlington Park Joliet S., **L**. Sire.

Winning (Nijinsky). **3 wins-1 at 2**, 2d Monmouth Restoration S., **L**. Sire.

Enhanced. **2 wins** at 1¼m, 11f in U.S.A. Dam of-

NATIVE SONG (Mellfont (USA)). **6 wins** at 1600m, 1800m, NZ\$154,888, WRC Wellington S., **Gr.3**, 2d Feilding JC Anzac H., **L**, Wanganui S., **L**, 3d Waikato RC Gasmate S., **Gr.2**.

Illuminate. **2 wins** at 1400m, 2000m, ARC Ellerslie Convention Centre H. Dam of-

SAVABILL - HAPPY HA HA (H.K.) (Savabeel). **3 wins** at 2, NZ\$91,775, HK\$441,000, Matamata RC Slipper S., **L**, 3d ARC Eclipse S., **Gr.3**.

BAY OR BROWN COLT

Foaled 24th September 2019)

(SIRE)	Snitzel.....	Redoute's Choice.....	Danehill
SHAMUS AWARD	Sunset Express	Snippets' Lass.....	Snippets
		Success Express	Hold Your Peace
(DAM)	Krupt	Finito Fling	Luskin Star.....
PRINCESS PARIS	Potential Princess.....	Flying Spur	Danehill
2011		Categorical	Hennessy.....
		Elusive Quality.....	Gone West.....
		Homecoming Queen.....	Danehill

SHAMUS AWARD (AUS) (Bay 2010-Stud 2014). 2 wins at 1600m, 2040m, MVRC WS Cox P., Gr.1. Sire of 200 rnrs, 118 wnrs, 10 SW, inc. Mr Quickie (BRC Queensland Derby, Gr.1), Soul Patch, Etana, Sovereign Award, Swats That, Ethical Solution, True Detective, Shamino, Flying Award, Classic Weiwei, SP Need New Friends, Causeway Girl, Another Award, Ironedge, Epic Girl, Golden Victory, Malahide and of Cordilla, It's Me, Irish Songs, Bundyandcoke, etc.

1st Dam

PRINCESS PARIS, *by Krupt*. Raced once. This is her fourth foal. Her third foal is a 2YO. Dam of one foal to race.

2nd Dam

POTENTIAL PRINCESS, *by Elusive Quality (USA)*. Raced once. Dam of 6 named foals, all raced, **3 winners**, inc:-

Prince Harada (Haradasun). **5 wins**-2 at 2-to 1200m, A\$297,205, MVRC Alternate Railway 2YO H., MRC Theshark.com.au H., 2d VRC CS Hayes S., **Gr.3**, MRC HDF McNeil S., **Gr.3**, 4th MRC Manfred S., **Gr.3**, SAJC Christmas H., **L**.

Was Agona. **4 wins** to 1350m, BRC James Boags Premium P.

Judge Jeanine. **3 wins** from 1400m to 1600m to 2020-21.

The Markle Sparkle. Placed at 3 in 2020-21.

3rd Dam

HOMECOMING QUEEN (NZ), *by Danehill (USA)*. **2 wins** at 1200m, 1600m, MRC Ryan Carlisle Thomas P., Courtza H., 2d VRC PCS H., MRC Arborea H., 3d MRC TR Trevaskis H. Dam of 10 named foals, all raced, **7 winners**, inc:-

Elusive King (Elusive Quality (USA)). **6 wins** from 1400m to 2100m, A\$275,742, VRC Comic Court H., MRC Carpet Call H., 2d MRC Autumn Classic, **Gr.2**, VRC Piping Lane H., MVRC Browns Sawdust Premium H., 3d MRC Mornington Cup Prelude, **L**.

American Dream (Artie Schiller (USA)). **2 wins** at 1100m, 1200m, SAJC Holdfast Travel Insurance H., 3d VRC Moomba P., **L**, MRC Carlton Draught Racing Sweep H.

Light Romance. **2 wins** at 1300m, A\$116,600, MRC Ladbroke's Cash in H., 3d MVRC Follow The Valley H.

Queen of Tarts. **Winner** at 1600m in 2019-20, 2d MRC Neds H.

Sleepy Jean. **2 wins** at 1400m, 2200m in Aust. and Philippines.

Discovered. **2 wins** at 1200m, 1300m to 2019-20.

Lipstick. **Winner** at 2.

Home Game. Placed at 3.

Daydream Believer. Placed.

4th Dam

A GOODLOOKIN BROAD (USA), *by Broad Brush*. **4 wins**-1 at 2-from 6f to 8½f, US\$113,141, Hawthorne Illinois Oaks, **L**, 2d Arlington Heights Oaks, **Gr.3**, 4th Oaklawn Park Honeybee S., **Gr.3**. Dam of 8 foals, 5 to race, **4 winners**, inc:-

PURE THEATRE (Nureyev). Third on The 2001-02 NZ 3YO Free H. (1200m-1600m). **3 wins** at 1200m, 1400m, NZ\$28,825, A\$251,550, VATC Guineas Prelude, **Gr.3**, Drawn H., 3d VATC Caulfield Guineas, **Gr.1**, MVRC AAMI Vase, **Gr.2**, 4th ARC Railway H., **Gr.1**, MRC Autumn S., **Gr.3**. Sire.

Homecoming Queen. **2 wins**. See above.

Double Image. **4 wins** at 1600m, 1800m, 2d Manawatu RC Murphy Properties H., Taranaki RC Juffermans Surveyors H. Producer.

Track Wiz. **Winner** at 2200m, 3d MRC Fighting Force H.

Zaabi. Placed in NZ and Aust. Producer.

5th Dam

AROMALIGHT, *by Majestic Light*. Placed in U.S.A. Dam of 10 foals, 8 to race, **5 winners**, inc:-

AHEAD BY A CENTURY (Slew City Slew). **5 wins**-1 at 2-from 6f to 8½f, US\$369,862, Woodbine Zadracarta S., **L**, 2d Woodbine Royal North H., **Gr.3**, 3d Woodbine Royal North H., **Gr.3**, Bessarabian H., **Gr.3**. Producer.

A GOODLOOKIN BROAD (Broad Brush). **4 wins**. See above.

Slew Alex. **4 wins** at 8½f, 9f in Puerto Rico.

Wolfaroma. **3 wins** in U.S.A.

Acid Power. **2 wins** at 6f, 6½f in U.S.A.

De Nata Persona. Placed in U.S.A.

6th Dam

AROMANITE, *by Gallant Romeo*. **4 wins** in U.S.A. Dam of 7 foals, 5 to race, **3 winners**, inc:-

ALL SOLD OUT (Full Out). **15 wins**, US\$414,873, Suffolk Downs Sprint H., **Gr.3**, Arlington Park Colfax Maid S., **L**, Ak-Sar-Ben H., **L**, 2d Arlington Park Misty Isle S., **L**, Hawthorne Gala Fete H., **L**, Miss Mommy H., **L**. Dam of-

All Worked Up. **4 wins** in U.S.A. Sire.

All Dappled Out. Placed in U.S.A. Dam of-

Sandyville Slew. Unraced. Dam of-

FOXY FLEDA (Added Edge). **5 wins** from 6f to 8½f, US\$217,972, Prairie Meadows Donna Reed S., **L**, 2d Prairie Meadows Donna Reed S., **L**.

Kiwi House. Unraced. Dam of-

Becky's Cat. **3 wins** to 6½f in U.S.A. Dam of-

BAY COLT

Foaled 28th September 2019)

(SIRE)	Fastnet Rock.....	Danehill	Danzig.....
SMART MISSILE	Comical Smile	Piccadilly Circus	Royal Academy.....
		Comic Strip.....	Red Ransom.....
(DAM)	Redoute's Choice	Explosive.....	Fappiano
MOKORO		Danehill	Danzig.....
2010	Earthsea	Shantha's Choice	Canny Lad
		Machiavellian.....	Mr. Prospector
		Or Vision	Irish River

SMART MISSILE (AUS) (Bay 2008-Stud 2012). 3 wins-2 at 2, ATC Todman S., Gr.2. Leading Aust. First Season Sire 2015-16. Sire of 549 rnrs, 376 wnrs, 19 SW, inc. Maid of Heaven (ATC Spring Champion S., Gr.1), Smart Melody, I'll Have a Bit, Crosshaven, Missile Mantra, Ballistic Boy, Debellatio, Jericho Missile, Ready to Prophet, Missile Launch, Smart 'n' Sexy, Broadwayandfourth, Beauty, Final Award - Gon Sai Baau (Mac.), etc.

1st Dam

MOKORO, by Redoute's Choice. **Winner** at 1200m, 3d MRC Cotton on Group Christmas H. This is her fourth live foal. Her third foal is a 2YO. Dam of two foals to race, inc:-
Moremi (f. by Dundee (NZ)). Placed at 3 in 2020-21, 3d ATC Hyland Race Colours P.

2nd Dam

EARTHSEA (FR), by Machiavellian. **Winner** at 1100m. Dam of 6 named foals, **all winners**-
Multahem (Redoute's Choice). **2 wins** at 1000m, 1200m, MRC Functions at Highways H., WATC Racing Radio 1206AM H., 3d VRC Poseidon S., **L**, WATC Magicmillions.com.au H.
Razeena. **Winner** at 1000m, 2d MVRC Black Caviar Tickets H., 3d MRC Selangor Turf Club H. Producer.
Mokoro. **Winner**. See above.
Caspian - Starkiller (Mac.). **4 wins** to 1350m in Aust. and Macau.
Outboard Motors. **3 wins** to 1550m, A\$76,235.
Two Seas. **2 wins** at 1200m, 1450m to 2019-20.

3rd Dam

OR VISION, by Irish River. **3 wins**-2 at 2-at 1100m, 1400m, Longchamp Prix de l'Obelisque, **L**, Maisons-Laffitte Prix Imprudence, **L**, 2d Deauville Prix de Cabourg, **L**, Longchamp Prix de Saint-Cyr, **L**, 3d Maisons-Laffitte Prix Soya, **L**.
Dam of 15 foals, 14 to race, **11 winners**, inc:-

DOLPHIN STREET (Bluebird (USA)). **5 wins** to 1400m, £38,666, €187,209, 34,790Dm., 32,000,000¥ in France and Germany, Longchamp Prix de la Foret, **Gr.1**, Deauville Prix Maurice de Gheest, **Gr.2**, Maisons-Laffitte Prix de Seine-et-Oise, **Gr.3**, Baden-Baden Benazet Rennen, **L**, Saint-Cloud Prix Marin, 2d Newmarket July Cup, **Gr.1**, 3d Royal Ascot Cork & Orrery S., **Gr.3**, Tokyo Yasuda Kinen, **L**, Saint-Cloud Prix Gardeffeu, Maisons-Laffitte Prix Sirtam, 4th Tokyo Keio Hai Spring Cup, **L**. Sire.

INSIGHT (Sadler's Wells). **3 wins**-1 at 2-from 1800m to 2000m, 1,118,000fr., US\$315,000, Woodbine EP Taylor S., **Gr.1**, Longchamp Prix de l'Opera, **Gr.2**, Maisons-Laffitte Prix Barquette, 2d Chantilly Prix Chloé, **Gr.3**, Deauville Prix des Reservoirs, **Gr.3**, Prix de Psyche, **Gr.3**, La Coupe du Fonds Europeen de l'Elevage, **L**, Longchamp Prix de Liancourt, **L**, 3d Chantilly Prix de Diane, **Gr.1**, Prix de Sandringham, **Gr.3**, Deauville Prix du Mezeray, 4th Saint-Cloud Prix du Muguet, **Gr.2**. Dam of-

Ershaad (Kingmambo). **3 wins**-1 at 2-from 1300m to 1800m, €93,945, US\$51,750 in France and U.S.A, Longchamp Prix du Roule, 2d Chantilly Prix Daphnis, **Gr.3**, 3d Chantilly Prix Jean Prat, **Gr.1**, Longchamp Prix La Rochette, **Gr.3**. Sire.

SAFFRON WALDEN (Sadler's Wells). Champion 3YO Miler in Ireland in 1999. **3 wins** at 1m, £157,608, Irish Two Thousand Guineas, **Gr.1**, Leopardstown Two Thousand Guineas Trial, **L**, Curragh Home of the Classics S., 2d Curragh Meld S., **Gr.3**, Leopardstown Killavullan S., **Gr.3**, 3d Curragh Minstrel S., **Gr.3**. Sire.

Vision's Flight (Bluebird (USA)). **7 wins**-1 at 2-to 1400m, €139,730, 171,659fr., 8,400Dm., Deauville Prix des Equidays-twice, Maisons-Laffitte Prix d'Armainvilliers, Prix de l'Armorique, Prix Zariba, 3d Baden-Baden Scherping Rennen, **L**, 4th Deauville Prix du Cercle, **L**.

Cult Classic. **8 wins** from 1600m to 3100m, Saint-Cloud Prix du Lieu Plaisant, Maisons-Laffitte Prix de la Basque, Prix de Gisors.

Mahamuni. **Winner** at 1600m, Maisons-Laffitte Prix Avenger. Dam of-

MATCHWINNER (Sternkönig). **10 wins** from 2000m to 2400m, €162,350 in Germany, Hoppegarten Preis der Deutschen Einheit, **Gr.3**, Hamburg Sparkasse Holstein Cup, **Gr.3**, Hoppegarten Preis der Mahlo Bau GmbH, 3d Baden-Baden Baden Württemberg Trophy, **Gr.3**, Preis von wettstar.de, 4th Saint-Cloud Prix d'Hedouville, **Gr.3**, Krefeld Niederrhein Pokal, **Gr.3**.

Ira Brevis Furor. **3 wins** at 1000m, 1200m, Milan Premio Solaro. Dam of-

PENSIERO D'AMORE (Zoffany). **4 wins**-1 at 2-from 1500m to 1700m, €118,949, to 2020, Milan Premio d'Estate, **L**, 2d Rome Premio Presidente della Repubblica, **Gr.2**, Milan Premio Vittorio Riva, **L**, 3d Rome Premio Parioli, **Gr.3**.

Magma. Placed at 3 in Germany. Dam of-

MASTER OF WINE (Maxios). **5 wins** from 1400m to 2400m, £9,934, A\$674,250, to 2019-20, ATC Sky High S., **Gr.3**, City Tattersalls Club Cup, **L**, Advanced Readymix H., Harrolds H., Epsom Investec Wealth S., 4th ATC Queen Elizabeth S., **Gr.1**.

Grass Roots. **8 wins** from 6f to 1½m, £13,015, US\$137,864 in Ireland and U.S.A.

Tanalot. **4 wins**-1 at 2-to 1250m, 2d Evry Prix de Gagny, 3d Deauville Prix d'Auberville.

Visions on Space. **Winner** at 1600m in France. Producer.

Earthsea. **Winner**. See above.

Maquiavelo. **Winner** at 1750m in Spain.

Celaeno. Unplaced. Dam of-

CHESTNUT FILLY

Foaled 9th October 2019)

(SIRE)	Star Witness	Starcraft.....	Soviet Star.....
STAR TURN	Golden Delicious	Leone Chiara	Lion Hunter
(DAM)	Sebring	Made of Gold.....	Green Forest.....
GRAND JAZZ (NZ)		Barossa Gourmet.....	Pre Emptive Strike
2010	Danish Seaway	More Than Ready.....	Southern Halo.....
		Purespeed	Flying Spur
		Danehill	Danzig.....
		Brise de Mer	Bering.....

STAR TURN (AUS) (Chestnut 2013-Stud 2017). 3 wins-1 at 2-at 1100m, A\$877,300, MRC Schillaci S., Gr.2, ATC San Domenico S., Gr.3, 3d VRC Coolmore Stud S., Gr.1, Newmarket H., Gr.1. Half-brother to SP Straight Gold. Sire of SP Pegasi, Astrologer and of Miss Hipstar, Startantes, Stellar Magic and of the placegetters Avolonte, Beautiful Tune, Galaxy Cat, Headliner, Impact Star, Montana Flash, Sonnet Star, Turnstar, etc. His oldest progeny are 2YOs.

1st Dam

GRAND JAZZ (NZ), by Sebring. **Winner** at 1200m. This is her second living foal. Her first foal is a 2YO.

2nd Dam

DANISH SEAWAY, by Danehill (USA). **Winner** at 1800m. Dam of 8 named foals, all raced, **4 winners**, inc:-
ABSALON (Mossman). **5 wins**-2 at 2-from 1000m to 1600m, A\$256,180, BRC Dalrello S., **L**, Qld Tatt's RC Recognition S., **L**, ATC Coolmore Australia H., SAJC Alan Sheppard Constructions H., 2d ATC JLL H., SAJC Darley H., 3d SAJC Your Local IGA H.
 Bexstar. **2 wins** at 1400m, 1600m.
 Glucksburg. **Winner** at 1350m.
 Grand Jazz. **Winner**. See above.
 Viking Princess. Placed.
 Zealand. Placed to 2020-21 in NZ and Aust.

3rd Dam

BRISE DE MER (USA), by Bering. **Winner** at 1600m, Saint-Cloud Prix Dorina. Dam of 6 foals, all raced, **4 winners**, inc:-
SIR ERNESTO (Danehill (USA)). **6 wins** from 1300m to 1800m, A\$47,370, HK\$5,862,750, HKJC Premier P., **L**, Panasonic Cup H., Sasa Beauty H., AJC Semaphore H., Sydney City Lexus H., 2d HKJC Centenary Vase, **L**, 4th HKJC Audemars Piguet Queen Elizabeth II Cup, **Gr.1**.
ANGLING (Lure (USA)). **Winner** at 2000m, AJC Dulcify H., **L**, 3d Newcastle JC Spring S., **Gr.3**, 4th NSW Tatt's RC Ming Dynasty H., **L**.
 Brisanna. **2 wins** at 1250m, STC Chifley Financial Services H., Bradley Australia H., 2d AJC Shannons Insurance H., 3d City Tatt's RC It's a Better Bet with a Bookie H. Producer.
 Danish Seaway. **Winner**. See above.

4th Dam

DANCE MACHINE, by Green Dancer. **2 wins**-1 at 2-at 7f, 1¼m, Newmarket Sweet Solera S., **L**, 3d Newbury Sir Charles Clore Memorial S., **L**, 4th Longchamp Prix de la Nonette, **Gr.3**. Dam of 7 foals, all raced, **6 winners**-
HALLING (Diesis). Top of The 1996 International 4YO+ Classification (Int.). **12 wins** from 1600m to 2100m, £784,285, 500,000fr., 105,000Dhs in GB, France and U.A.E, York International S., **Gr.1**-twice, Longchamp Prix d'Ispahan, **Gr.1**, Sandown Eclipse S., **Gr.1**-twice, Newmarket Cambridgeshire H., Nad al Sheba Sheikh Maktoum Bin Rashid Al Maktoum Challenge-twice, Alfuttaim Trophy, Doncaster Ladbroke H., 2d Newmarket Champion S., **Gr.1**. Sire.
GRAZIA (Sharpo). **2 wins**-1 at 2-at 6f, £91,747, Newbury Hackwood S., **L**, Redcar Teesside 2YO Trophy S.H., 2d Leopardstown Phoenix Sprint S., **Gr.3**, 3d Newbury Hackwood S., **L**. Producer.
 Shaska. **2 wins** at 1¼m, 10¼f, Doncaster Sitwell Arms S.
 Brise de Mer. **Winner**. See above.
 Allez Wijins. **8 wins** from 3100m to 4100m, £9,493, 1,106,000fr. in GB and France, 3d Auteuil Prix Gerald de Rochefort Hurdle.
 Bal de Mer. **Winner** at 2 in France.
 Torreglia. Placed in GB. Producer.

5th Dam

Never a Lady, by Pontifex. **4 wins**-3 at 2-at 5f, 1m, Leopardstown Glenasmole Nursery H., Curragh Moorefield Nursery H., Kempton Trainers' Centenary Celebration Invitation H., 2d Curragh Goffs S., **L**, Herbert Lodge H., **L**, Haydock John of Gaunt S., **L**. Dam of 8 foals, 7 to race, **4 winners**, inc:-
DANCE MACHINE (Green Dancer). **2 wins**. See above.
 Stylish Performer. **5 wins** in GB and Malaysia.
 Sandicliffe Again. **Winner** in GB.
 Norinski. **Winner** in GB.
 Mother Courage. Placed in GB and France. Producer.
 Masculine. Placed in GB.

6th Dam

CAMOGIE, by Celtic Ash. Unraced. Dam of 12 foals, 11 to race, **6 winners**, inc:-
Never a Lady (Pontifex). **4 wins**. See above.
Midnight Child (Manado). **Winner** at 1m in U.S.A, 3d Phoenix Park Sprint S., **L**. Dam of-
 Auntie Maureen. **2 wins** at 9f, 1¼m, Leopardstown Donnybrook H. Dam of-
CONEY KITTY (Lycius (USA)). **7 wins**-1 at 2-from 6f to 9f, £29,378, US\$304,349, Tampa Bay Downs Hillsborough S., **Gr.3**, Cork Entrepreneur S., **L**, 2d Gulfstream Park Honey Fox H., **Gr.3**, 3d Aqueduct Athenia H., **Gr.3**.
 Intrum Morshaan. **Winner** at 16¼f, 2d Haydock Victoria Park H. Dam of-



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 25.02.2021
Invoice No: I1072744

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000386/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 09.02.2021 to 28.02.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Dundeel x Global Good)
DOB: 2019 **Sex: Colt** **Use: Rearing/Training**
Sum Insured: \$ 66,000 **Interest: 100 %** **State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 66,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 03.03.2021
Invoice No: I1073197

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000435/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 03.03.2021 to 28.02.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Headwater x Green Mirage)
DOB: 2019 **Sex: Filly** **Use: Rearing/Training**
Sum Insured: \$ 66,000 **Interest: 100 %** **State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 66,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 03.03.2021
Invoice No: I1073198

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000436/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 03.03.2021 to 28.02.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Invader x Light Shows)
DOB: 2019 **Sex: Filly** **Use: Rearing/Training**
Sum Insured: \$ 71,500 **Interest: 100 %** **State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 71,500

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 10.02.2021
Invoice No: I1072095

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000205/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 09.02.2021 to 28.02.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Mikki Isle x Sol Witness)
DOB: 2019 **Sex: Filly** **Use: Rearing/Training**
Sum Insured: \$ 38,500 **Interest: 100% % State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 38,500

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 01.04.2021
Invoice No: I1074481

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000716/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 31.03.2021 to 31.03.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Pariah x Happy Highway)
DOB: 2019 **Sex: Colt** **Use: Rearing/Training**
Sum Insured: \$ 75,000 **Interest: 100 %** **State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 75,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 31.03.2021
Invoice No: I1074455

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000713/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 30.03.2021 to 31.03.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Shamus Award x Princess Paris)
DOB: 2019 **Sex: Colt** **Use: Rearing/Training**
Sum Insured: \$ 44,000 **Interest: 100 % State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 44,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 01.04.2021
Invoice No: I1074479

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000715/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 31.03.2021 to 31.03.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Smart Missile x Mokoro)
DOB: 2019 **Sex: Colt** **Use: Rearing/Training**
Sum Insured: \$ 77,000 **Interest: 100 % State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 77,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920



Certificate of Insurance

Racing Club No 4 Ltd
PO Box 6992
BAULKHAM HILLS NSW 2153

Date: 25.02.2021
Invoice No: I1072746

We confirm insurance has been arranged in accordance with the details shown below and subject to the premium having been paid.

Class RUR - Bloodstock - SHQI **Policy No.** SRUK0000387/2021

Placed With Swiss Re International SE, UK Branch
Per Galileo Underwriting Agency LLP
30 St Mary Axe LONDON EC3A 8EP

Period 09.02.2021 to 28.02.2022

Summary of Cover

BLOODSTOCK INSURANCE SCHEDULE

ASSURED: Racing Club No 4 Ltd
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: Unnamed (Star Turn x Grand Jazz)
DOB: 2019 **Sex: Filly** **Use: Rearing/Training**
Sum Insured: \$ 88,000 **Interest: 100 % State: NSW**

TOTAL LIMIT OF
UNDERWRITERS
LIABILITY: \$ 88,000

SITUATION: Whilst anywhere in Australia/New Zealand including transit
within and between said countries.

Swiss Re Policy Wording Version 9

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

Full Mortality as per Australian Wording LMA 3069
Agreed Value Clause
Surgical Operations Clause LMA5107
Terrorism Exclusion Endorsement NMA2920