

THOROUGHBRED CAPITAL PARTNERS II, L.C.
ADDITIONAL MEMBER AGREEMENT

This Additional Member Agreement (“Agreement”) is by and between the following:

1. Thoroughbred Capital Partners II, L.C. (the “LLC”) and
2. _____, (the “Investor”)

This Agreement is effective on the date of mutual execution.

With this Agreement, the Investor is also tendering to the LLC: (i) a suitability letter, (ii) payment of the full subscription amount, and (iii) a purchaser-representative disclosure and/or certificate of corporation, partnership, or other entity, if applicable. The foregoing are sometimes hereinafter referred to as the "Subscription Documents."

WITNESSETH:

Whereas, the LLC is organized pursuant to the attached Operating Agreement to race, train, sell and lease Thoroughbred horses and to engage in other activities related to the Thoroughbred industry.

Whereas, the Investor desires to become a Member of the LLC with a capital contribution of \$ _____ which represents a _____% initial Interest in the LLC, the receipt of which is hereby acknowledged, the Investor acknowledges that his percentage Interest in the LLC shall change with the admission of each additional Member.

Whereas, the Investor acknowledges that he has reviewed the “**OPERATING AGREEMENT OF THOROUGHBRED CAPITAL PARTNERS II, L.C.**”, attached hereto; has had the opportunity to ask any questions concerning the transactions described therein including the intent of the LLC to purchase Kentucky West, Inc. common stock; and has had the opportunity to read the following:

1. Kentucky West, Inc. Confidential Summary Update Private Placement Memorandum, dated October 15, 2005.
2. All other disclosure materials relating to Kentucky West, Inc. and Thoroughbred Capital Partners II, L.C., provided at or prior to the date of this Agreement.

Whereas, the Investor acknowledges that he fully understands the significant financial risks associated with the transactions described in the Operating Agreement and Subscription Documents.

Whereas, the Investor understands that this membership interest is not a liquid asset and is not readily marketable.

Whereas, the Investor hereby represents and warrants as follows

Age. the Investor, if a natural person, is over the age of 21 years.

Information Provided by the Investor. All information which the Investor has provided or is providing to the LLC, or to its agents or representatives concerning the Investor's suitability for subscription for Interest in the LLC is complete, accurate, and correct as of the date of the signature on the last page of this Agreement. Such information includes, but is not limited to, information concerning the Investor's personal financial affairs, business position, and the knowledge and experience of the Investor and the Investor's advisors.

Information Provided by the LLC. The Investor has been provided with all materials and information requested by either the Investor, the Investor's purchase-representative, or others representing the Investor, including any information requested to verify any information furnished, and there has been direct communication between the Investor and its representatives on the one hand and the Investor and the Investor's representatives and advisors on the other in connection with information regarding the transaction made hereby. There has been made available the opportunity to ask questions of and receive answers from the LLC and or the employees, or representatives of the LLC concerning the terms and conditions of this transaction and to obtain any additional information (to the extent the LLC possesses such information or can acquire it without unreasonable effort or expense) desired or necessary to verify the accuracy of the information provided.

Whereas, the Investor agrees to indemnify the LLC, any registered sales agent, and any representative and to hold them harmless from and against any and all liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees), including the amount paid in settlement and whether or not suit is commenced, incurred on account of or arising out of:

- (a) Any inaccuracy in the Investor's declarations, representations, and warranties set forth herein or in any other Subscription Document executed

and delivered by in connection with his subscription for Interest in the LLC;

- (b) The disposition of any of the Interest contrary to the Investor's declarations, representations, and warranties set forth herein or in any other Subscription Document executed and delivered by the Investor in connection with his subscription for Interest; and
- (c) Any action, claim, threat, allegation, suit, or proceeding based on (i) the claim that any such declaration, representation, or warranty was inaccurate or misleading or otherwise cause for obtaining damages or redress from the LLC, any sales agent, or any representative of the LLC; or (ii) the disposition of any of the Interest or any party hereof.

Whereas, Notwithstanding the provisions of the last preceding section or the enforceability thereof, the Investor hereby grants to the LLC the right to setoff against any amounts payable by the LLC to the Investor for whatever reason any and all damages, costs, or expenses including, but not limited to reasonable attorneys' fees incurred on account of or arising out of any of the items referred to in clauses (a) through (c) of the last preceding section.

Whereas, the Investor hereby swears and affirms that he or she has read the foregoing and is familiar with the contents thereof, and that the representations contained therein are true and accurate.

Now therefore, upon the mutual execution of this Agreement, the Initial Member agrees to admit the Investor as a Member of the LLC, and the Investor agrees that he shall be bound by the terms of the Articles set forth in the Amended and Restated Operating Agreement as a Member.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**THOROUGHbred CAPITAL PARTNERS, L.C.
INITIAL MEMBER:**

By: Patrick C. O'Keefe, President
Kentucky West, Inc., Manager

Date

ADDITIONAL MEMBER:

Full Name of Person or Entity

Date

Signature of Person or
Entity Authorized Representative

Title of Authorized Representative
Signing for Entity

Amount: \$ _____

Date

Check Number: _____

MAKE CHECKS PAYABLE TO: Thoroughbred Capital Partners II, L.C.

(This space intentionally left blank)

ALL INFORMATION WILL BE TREATED CONFIDENTIALLY

NAME: _____

DATE OF BIRTH: _____ SOCIAL SECURITY # _____

SPOUSE'S NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE #: _____

WORK TELEPHONE #: _____

MOBILE TELEPHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

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