



12 September 2008

Ms Shara Murray  
Legal Compliance Counsel  
Queensland Racing  
Racecourse Road  
SANDGATE QLD 4017

Dear Ms Murray,

**NSW Race Fields Legislation**

I refer to your letter of 10 September 2008.

I did confirm in conversations with Michael Lambert that Racing NSW would honor its obligations under the RISA Participation Agreement to the extent that it applied. However there still seems a degree of misunderstanding on Mr Lambert's part as to aspects of our conversation.

As I stated to Mr Lambert on more than one occasion during our conversation on 4 September 2008, I am not in a position to know whether there is commitment from Racing NSW to Queensland Racing under the RISA Participation Agreement which may impact on the 1.5% of turnover being paid under race fields legislation, as that information is not apparent on the face of the document.

I am aware of part 1 of Schedule 6 of the RISA Participation Agreement which expressly refers to the "grandfathered" arrangement with UNiTAB and which is referred to in your letter of 10 September 2008.

Racing NSW will not interfere with RISA honoring the contractual commitment to UNiTAB. However that existing agreement between RISA and UNiTAB is a data supply agreement. We do not believe that agreement impacts on the 1.5% of turnover fee payable under the race fields legislation.

Yours Faithfully

Les Vance

cc. Mr Barrie Fletton, Chef Executive, Wagering, UNiTAB  
Mr Malcolm Tuttle, Chief Operations Manager, Queensland Racing  
Mr Myles Foreman, Chief Executive, RISA