



**BOARD PAPER NUMBER:
Corbould Park Lights**

PURPOSE:

For the Board to provide its final approval on the installation of lights at Corbould Park, following receipt of two (2) quotations.

BACKGROUND:

At the May Board meeting the Board provided approval for the installation of lights at Corbould Park. Following that approval I have conducted meetings with two lighting companies and have their finalised quotations on the Corbould Park installation.

Neil T Fallon Services Pty Ltd

Installed the training lights at Corbould Park and are heavily involved with Councils in the South-East corner of the State in providing lighting solutions for parks and sporting facilities. Fallon have utilised Andrew Nagy for their lighting designs at Corbould Park and Andrew was the design specialist during the installation of lights at Moonee Valley and Canterbury.

\$4,028,456 + GST

Town Lighting & Electrical Pty Ltd

Installed the lights at the Toowoomba Turf Club and are responsible for their maintenance.

\$4,600,000 + GST

OPTIONS:

Not Applicable.

FINANCIAL IMPACT:

In addition to the cost of the lights, the following costs will be incurred during this project:

- Up to \$60k in transformers, cable and incoming conduit with Energex

- Project Management by Contour Consulting Engineers (1.25% of project) \$55k
- Installation of lights in horse stalls, float parks and car parks \$100k

Should the Board take the decision to utilise Fallon, the total cost of the project will be in the vicinity of \$4.3M (ex GST).

As the Sunshine Coast Racing Trust does not have sufficient funds to facilitate this project, it is proposed that QRL be responsible for the costs associated with the installation of the lights and that QRL takes addition units in Sunshine Coast Racing Trust.

LEGAL IMPLICATIONS:

Not Applicable.

STAFF IMPLICATIONS:

Not Applicable.

OTHER STAKEHOLDER IMPACTS:

Not Applicable.

COMMUNICATION STRATEGY:

Not Applicable.

DECISION REQUIRED

For the Board to approve \$4.3M (ex GST) expenditure on the installation of lights at Corbould Park, which will result in the procurement of additional units in the Sunshine Coast Racing Trust.

For the Board to approve Fallon to be utilised for this project.



PAUL BRENNAN
Racing Services Manager



Meeting Commenced at 9:30am
Meeting Concluded at 2:20pm

Board	Bob Bentley – <i>Chairman</i>
Directors	Tony Hanmer
Present:	Michael Lambert
	Bill Ludwig
	Bill Andrews

In attendance: Mal Tuttle – *Chief Operations Manager*
Adam Carter – *Finance Manager*
Pete Smith – *Licensing and Training*
Paul Brennan – *Racing Services Manager*
Shara Murray – *Legal Compliance Counsel/*
Company Secretary

Minutes: Laura Hains – *Board Secretary*

The Chairman commenced the meeting at 9.30am.

SECTION 1 – STANDING ITEMS

1.1 Apologies

There were no apologies.

1.2 Declaration of Conflicts of Interest

The Board **NOTED** Attachment "A".

Mr Lambert advised the Board that he is now the Director of The Trainers Service Centre

1.3 Confirmation of Minutes of Queensland Racing Limited BM#21 on 9 May 2008

The Board made the following amendments to the minutes:-

♦ Rockhampton	Thursday 12 th June, 2008
♦ Nanango	Friday 13 th June, 2008
♦ Charleville	Tuesday 17 th June, 2008
♦ Longreach	Tuesday 17 th June, 2008
♦ Julia Creek	Wednesday 18 th June, 2008
♦ Emerald	Wednesday 18 th June, 2008
♦ Toowoomba	Thursday 19 th June, 2008
♦ Brisbane	Monday 23 rd June, 2008

Mr Brennan advised that Deloitte has been engaged to provide a comprehensive presentation on Risk and Crisis awareness and also key QRL staff will be present to deliver presentations on topics raised in recent discussions with stakeholders.

Mr Brennan advised that the cost of the seminars is in the vicinity of \$70,000 (inc GST) and that the initiative has been funded through the CHAPS retention scheme and is aimed at the retention on Industry skills.

The seminars have been communicated through the June Racing Magazine, Sky Channel – Off the Beaten Track, QRL website, and Correspondence sent to QCRC, Regional Associations and all Race Clubs.

The Board **NOTED** the report provided and requested an update at the July meeting of the Seminar outcomes.

ACTION

Paul Brennan to update the Board of the Seminar outcomes at the July meeting.

7.2 Corbould Park Lights

Paul Brennan

Mr Brennan sought the Boards approval on the installation of lights at Corbould Park.

Mr Brennan sought Board approval to appoint Neil T Fallon Services Pty Ltd at an estimated cost of \$4.3 million (ex GST).

Mr Brennan advised that the Sunshine Coast Racing Trust does not have sufficient funds to facilitate this project and that it is proposed that QRL be responsible for the costs associated with the installation of the lights and that QRL takes additional units in the Sunshine Coast Racing Trust in lieu of payment.

The Chairman advised that the lighting of Corbould Park will be engineered so that both tracks will be lit if possible. The Chairman also advised the Board that Corbould Park was chosen due to the recent installation of a synthetic track to synthetic surface. The Chairman advised it was the only suitable track to effect the transfer of the Saturday night racing currently conducted by Toowoomba Turf Club

The Board **APPROVED** the appointment of lighting company Neil T Fallon Services Pty Ltd, and the expenditure of \$4.3 million (ex GST) for the installation of lights at

Corbould Park, which will result in the procurement of additional units in the Sunshine Coast Racing Trust.

MOVED by Bill Andrews, **SECONDED** by Bill Ludwig

MEETING CONCLUDED AT 1:45PM

CONFIRMED AS A TRUE RECORD.



R.G. Bentley

Chairman

Dated...4.../...7.../2008

ATTACHMENT “A”

Mr Bob Bentley

Director of Tattersall's Limited
Director of Sunshine Coast Racing Pty Ltd (ACN 120 875 363)
Director of Australian Racing Board
Chairman of the Australian National Racing Committee

Mr Tony Hanmer

Member of the Sunshine Coast Turf Club

Mr Michael Lambert

Director of RISA
Director of the Trainers Service Centre

Mr Bill Ludwig

Secretary of the Australian Workers' Union (including signing of all correspondence and Industrial Instruments)
Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Board Member of WorkCover Queensland

Mr Bill Andrews

Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Member of the Thoroughbred Breeders Queensland Association.
Member of the Racehorse Owners' Association



Minutes of
Queensland Racing Limited
Board Meeting



Friday 4 July 2008

Board Room, Queensland Racing
Racecourse Road, Deagon

Meeting Commenced at 8:30am
Meeting Concluded at 2:52pm

Board	Bob Bentley – <i>Chairman</i>
Directors	Tony Hanmer
Present:	Michael Lambert
	Bill Ludwig
	Bill Andrews
In attendance:	Mal Tuttle – <i>Chief Operations Manager</i>
	Jamie Orchard – <i>Director Integrity Operations</i>
	Adam Carter – <i>Finance Manager</i>
	Paul Brennan – <i>Racing Services Manager</i>
Minutes:	Laura Hains – <i>Board Secretary</i>

The Chairman commenced the meeting at 8.30am.

SECTION 1 – STANDING ITEMS

1.1 Apologies

The Board noted the apology of Mr Bill Ludwig.

1.2 Declaration of Conflicts of Interest

The Board NOTED Attachment "A".

**1.3 Confirmation of Minutes of Queensland Racing Limited BM#22 on
6 June 2008**

The Board made the following amendments to the minutes:-

5.7 Increased Industry funding – Outline of Approach

Malcolm Tuttle

Mr Tuttle sought approval from the Board to engage IER to undertake an exercise that will lead to an approach being made to the Queensland State Government for additional industry funding.

Mr Tuttle advised that IER is a company that is well positioned to prepare a detailed analysis, which could lead to an application for the redirection of wagering tax to the racing industries in Queensland.

Mr Tuttle advised that meetings have been held with the Chief Executive Officers (CEO's) of the QLD Harness and Greyhound codes to confirm their support for an approach to the Government for taxation relief.

Mr Tuttle advised that the financial costs for the work of IER is approximately \$84K.

During an informal discussion with Mr Bob Lette, Chairman of QLD Harness it was suggested that QRL could contribute 50% of the overall cost with Harness and Greyhound 25% each. This has not been formally put to either of the Harness or Greyhound Boards. Mr Tuttle advised that on the basis that QRL accepts this approach the financial impact will be approximately \$42K.

The Board **APPROVED** the engagement of IER and paying 50% of the costs associated with the study.

MOVED Bill Andrews **SECONDED** Tony Hanmer.

5.8 Equine Influenza – Callinan Report

Malcolm Tuttle

Mr Tuttle updated the Board in relation to the Callinan Report, the Federal Government's response, and the Equine Influenza (EI) Class Action proposed by law firm, 'Attwood Marshall'.

Mr Tuttle provided an overview of the proposed action by 'Attwood Marshall', which can be found in the Board paper corresponding to this item.

The Board discussed the item at length and **RESOLVED** that QRL would not pursue the joining of a Class Action or similar at this stage

6.1 Licensing Report

Peter Smith

There were no issues with the licensing report.

The Board **APPROVED** the May 2008 Licensing Report

MOVED by Bill Andrews, **SECONDED** by Michael Lambert

Additionally, Mr Brennan recommended that once QRL has revised the governance, funding and race dates model it would be beneficial for the Chairman to attend a number of regional venues to discuss the benefits associated with the revised model, prior to holding discussions with the Queensland Country Racing Committee and Government.

The Board **NOTED** the update provided by Mr Brennan.

8.2 Winter Carnival Update

Paul Brennan

Mr Brennan updated the Board on the racing related performance indicators benchmarked during the Queensland Winter Racing Carnival.

Mr Brennan tabled an updated spreadsheet that provides a three year comparison of off-course wagering and average starters, as well as interstate and overseas participation. *See attachment "J"*

Mr Brennan highlighted that the National racing schedule has been completely disrupted following EI and the draconian quarantine requirements implemented by New Zealand Authorities. It made it nearly impossible for international participants to participate in QLD's Winter Carnival.

Mr Brennan advised that despite the downturn in the above-mentioned areas, wagering has grown by 5.1%.

The Board discussed the need for a better marketing campaign in the lead up to the next Winter Carnival, and in particular a campaign to canvass our New Zealand stakeholders.

The Board **NOTED** the update

8.3 Corbould Park Lights

Paul Brennan

Mr Brennan sought the Board's further approval on the installation of lights at Corbould Park due to an increase in the initial quote.

Mr Brennan advised the Board at the June Meeting that contractors Neil T Fallon Services Pty Ltd should be approved at a cost of \$4.3 million (ex GST). However, since the last Board meeting this cost has risen to an amount of \$ 6 – 7 million.

Mr Brennan advised that due to the increase he has requested Neil T Fallon Services Pty Ltd to separate the quote in three (3) areas: The lighting of,

1. Synthetic Track
2. Course Proper
3. Both

Mr Brennan will then provide this advice to the Board for approval.

Mr Brennan again advised that the Sunshine Coast Racing Trust does not have sufficient funds to facilitate this project and that it is proposed that QRL be responsible for the costs associated with the installation of the lights and that QRL takes additional units in the Sunshine Coast Racing Trust.

The Board **NOTED** the update and await the advice on the break up of costs of the three proposals. Mr Brennan advised that this may be dealt with by way of flying minute, prior to the next Board meeting.

9.0 General Business

Chairman

Gold Coast Turf Club - Renovation of Ground Floor areas of the Club.

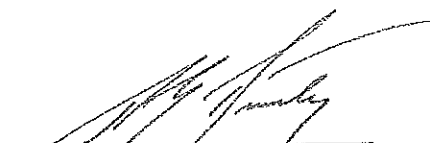
The Chairman tabled correspondence from the Gold Coast Turf Club seeking approval to incur approximately \$843,218.26 plus GST, for renovations to the Ground Floor areas of the Club. *See attachment "K"*

The Board **APPROVED** the Gold Coast Turf Club to incur the expenditure for Renovations of the Ground Floor areas of the Club.

MOVED Bill Andrews **SECONDED** Tony Hanmer.

MEETING CONCLUDED AT 2:52PM

CONFIRMED AS A TRUE RECORD.



R.G. Bentley

Chairman

Dated:...../...../2008

ATTACHMENT “A”

Mr Bob Bentley

Director of Tattersall's Limited
Director of Sunshine Coast Racing Pty Ltd (ACN 120 875 363)
Director of Australian Racing Board
Chairman of the Australian National Racing Committee

Mr Tony Hanmer

Member of the Sunshine Coast Turf Club

Mr Michael Lambert

Director of RISA
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Mr Bill Ludwig

Secretary of the Australian Workers' Union (including signing of all correspondence and Industrial Instruments)
Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Board Member of WorkCover Queensland

Mr Bill Andrews

Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Member of the Thoroughbred Breeders Queensland Association.
Member of the Racehorse Owners' Association

**BOARD PAPER NUMBER:
Lighting at Corbould Park**

PURPOSE:

For the Board to consider the installation of lights at Corbould Park.

Contour Consulting Engineers and QRL have been working with two lighting companies relating to the installation of lights at Corbould Park. After reviewing the quotations it is proposed to utilise Neil T Fallon Services Pty Ltd should QRL take the decision to proceed with this project.

Listed below are three options and the costs associated with each of option.

Description	Both Tracks Option 1	Synthetic Only Option 2	Course Proper Only Option 3
Number of Fittings	942	534	686
Lux Levels to Main Camera	1400	1400	1400
Lighting Standard	International TV	International TV	International TV
Light Poles	36	26	32
35m	2	1	10
30m	19	8	14
27m	0	15	3
25m	10	2	5
20m	5	0	0
Forecast Costs	\$7,200,000	\$4,700,000	\$5,900,000

The forecast costs include the following areas:

- Lights, poles and electrical work;
- Generators;
- Project Management, Development Applications and Building Approvals: and
- Lighting of car parks and facilities to an acceptable standard.

Contour Consulting Engineers and Ken Hicks & Associates have prepared a Development Application/Building Approval, which has been lodged with the Sunshine Coast Regional Council this morning.

Yesterday I met with the Deputy Mayor of the Sunshine Coast Regional Council and he has provided his support for this project and has given an undertaking to discuss this project with Council planning staff to reduce the time taken for this project to be approved.

Unfortunately, to ensure the lights are finalised prior to the commencement of the synthetic track at Clifford Park, Toowoomba, we will be require to place an order with the contractor prior to the end of next week.

It is not expected that we will have Council approval by this time, but we have already approached Main Road and CASA who have no objection to this project. The Deputy Mayor has given an undertaking to advise Contour Consulting Engineers by next Wednesday if the Council has any concerns with the application, which may impact on the final approval. Should Council not foresee any issues with the project we may be required to place the order with the contractor prior to final Council approval.

LIGHTING OPTIONS:

- Option 1: Both Tracks
- Option 2: Synthetic Track only
- Option 3: Course Proper only

FINANCIAL IMPACT:

Should the Board decide to adopt option 1 and light both tracks, it is proposed to take up units equivalent to the costs of the project in the Sunshine Coast Racing Unit Trust. The impact of this decision on the Trust will be as follows:

		Currently	Option 1
		\$ '000 M	\$ '000 M
QRL	Total Units	\$ 11.00	\$ 18.20
			\$ 2.00
SCTC	Total Units	\$ 2.00	\$ 2.00
			\$ 20.20
Total Equity		\$ 13.00	\$ 20.20
Total Cost of Lighting Quotes		\$ -	\$ 7.20
QRL		84.6%	90.1%
SCTC		15.4%	9.9%
		100.0%	100.0%

LEGAL IMPLICATIONS:

Not Applicable.



Minutes of
Queensland Racing Limited
Board Meeting



Friday 8 August 2008

Board Room, Queensland Racing
Racecourse Road, Deagon

Meeting Commenced at 9:50am
Meeting Concluded at 2:50pm

Board
Directors
Present:

Bob Bentley – *Chairman*
Tony Hanmer
Michael Lambert
Bill Ludwig
Bill Andrews

In attendance:

Malcolm Tuttle – *Chief Operations Manager*
Jamie Orchard – *Director Integrity Operations*
Adam Carter – *Finance Manager*
Paul Brennan – *Racing Services Manager*
Shara Murray – *Legal Compliance Counsel/Company Secretary*
Richard Pratt – *President, Queensland Jockeys Association*

Minutes:

Debbie Toohey – *Legal Administration Officer/Appeals Secretary*

The Chairman commenced the meeting at 9:50am.

SECTION 1 – STANDING ITEMS

1.1 Apologies

There were no apologies.

1.2 Declaration of Conflicts of Interest

The Board NOTED Attachment “A”.

1.3 Confirmation of Minutes of Queensland Racing Limited BM#23 on 4 July 2008

The Board made the following amendments to the minutes:-

7.2 Telephone Only Bookmakers

Jamie Orchard

Mr Orchard advised the Board of a submission made by the Queensland Bookmakers Association for an amendment to the policy on 'Telephone Only Bookmakers'. The Board noted the submission from Bookmakers and discussed the two amendments tabled.

The Board **AGREED** to adopt option 2 as follows:

"Amend current condition number 4 to allow telephone only bookmakers to bet back personally with bookmakers fielding in the betting ring"..

MOVED by Mr Bill Andrews and **SECONDED** by Mr Tony Hanmer

Ms Murray and Ms Toohey returned to the meeting.

8.1 Corbould Park Lights & Stable Project

Paul Brennan

The Chairman declared that he had a conflict of interest and removed himself from any decision on this item made by the Board.

Lighting Project

Mr Brennan sought the Board's further approval on the installation of lighting for both tracks at Corbould Park.

Mr Brennan advised of 3 options that are available:

1. Synthetic Track only - \$4,700,000
2. Course Proper only - \$5,900,000, and
3. Both tracks - \$7,200,000.

Mr Brennan advised that the Sunshine Coast Racing Pty Ltd Trust (SCRT) does not have sufficient funds to facilitate this project and that it is proposed that QRL be responsible for the costs associated with the installation of the lights and that QRL offset the construction costs by taking up additional units in the SCRT.

The Board **APPROVED** the lighting of both tracks at a cost of \$7,200,000 and to offset the construction costs by accepting additional units in the SCRT.

Stable Project

Mr Brennan advised that Sunshine Coast Regional Council (Council) had asked to change the building application to an MCU. Mr Brennan further advised that he is continuing to liaise with the Council in relation to this matter.

Council has requested a master plan be prepared on vegetation retention. Vegetation will be required to be kept on Racecourse Road due to frog habitation.

Mr Brennan advised that the SCRT did not have sufficient funds to proceed with the stable project. The Board agreed that transitional funding should be provided by QRL as the stable project was an important development in the interests of the industry. Mr Brennan advised the board that the project would be self funding.

MOVED by Mr Tony Hanmer **SECONDED** by Mr Michael Lambert that transitional funding be approved for the stabling project.

General

Mr Brennan advised that the Sunshine Coast Turf Club (SCTC) facilities were in a less than optimal condition and the SCTC be advised that the general grounds were in need of an upgrade. Mr Brennan asked for clarification and demarcation of the responsibilities of the SCTC and the SCRT in respect of the Corbould Park assets. The board asked that Ms Murray look into the matter and report back at the next meeting.

This was **NOTED** by the Board.

8.2 QTIS

Paul Brennan

Mr Brennan tabled a proposal to the Board as follows: (See Attachment "E").

For the upgrade and strengthening of the QTIS program, the summary of this proposal is below:

1. Increase in pay up for the QTIS scheme from \$330 including GST to \$550 including GST
2. Funding of the full complement of programmed QTIS on all divided QTIS races from 1 January 2009
3. Increase in provincial QTIS bonuses from \$7,000 to \$10,000 from 1 January 2009
4. Enter into a 2 year Agreement with Magic Millions to conduct a QTIS only yearling sale at Bundall in March 2009 and 2010 with a 2 year option
5. To reallocate \$1million of unexpended QTIS money towards the QTIS 600 race and bonus series
6. To allocate an additional \$110,000 to complete the scheme
7. To conduct a QTIS 600 race series totalling \$1.5M and a QTIS 600 \$2.69M bonus series that provides double QTIS bonuses for those horses that pay the \$3,300 including GST registration fee

Mr Brennan fully explained the new QTIS initiative and produced for the Board the costing of this initiative.

The board **APPROVED** the proposal and the expenditure required to action this initiative.

MOVED by Mr Michael Lambert **SECONDED** by Mr Bill Ludwig

This was **APPROVED** by the Board.

9.0 General Business

Chairman

Country Racing

Mr Brennan informed the Board that an extensive Country Racing forum will be held in Brisbane with representatives from each Regional Association. The forum is proposed to be held in October 2008.

This was **NOTED** by the Board.

ORL Audit Committee Meeting

Mr Lambert gave the Board a brief update on the Audit Committee meeting held prior to the Board Meeting.

This was **NOTED** by the Board.

Donation Policy

The Chairman requested that a Policy on Donations be created.

The Board **APPROVED** the creation of this Policy.

The Board further **APPROVED** the action officer as Mr Carter.

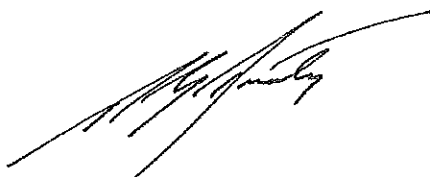
Queensland Racing Magazine – Commercial Opportunities

Mr Hanmer updated the Board on the commercial opportunities that lay within the QRL magazine.

This was **NOTED** by the Board.

Meeting concluded at 2:50pm

Confirmed as a true record.



R.G. Bentley

Chairman

Dated.....5...../.....9...../2008

ATTACHMENT “A”

Mr Bob Bentley

Director of Tattersall's Limited
Director of Sunshine Coast Racing Pty Ltd (ACN 120 875 363)
Director of Australian Racing Board
Chairman of the Australian National Racing Committee

Mr Tony Hanmer

Member of the Sunshine Coast Turf Club

Mr Michael Lambert

Director of RISA
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Board Member of WorkCover Queensland

Mr Bill Andrews

Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Member of the Thoroughbred Breeders Queensland Association.
Member of the Racehorse Owners' Association

QR
Lyth
0436

Brett

From: Brett Thomson [brett@contource.com.au]
Sent: 30 August 2008 10:45 AM
To: 'Paul Brennan'
Cc: 'Shara Murray'; 'Andrew D'; Ingrid L; Nadene Townsend
Subject: Tender Analysis for Design and Construct Contract for Lights at Corbould Park

Paul,

Please find attached our tender analysis for the subject contract.

Based on the price differential, combined with our perception of the professionalism, and capabilities of the Tenderer, we recommend Neil T Fallon Services Pty Ltd as the preferred Contractor.

Please confirm with us your choice of successful tenderer. We will then:

1. Advise the unsuccessful tenderer(s)
2. Liaise with the successful tenderer on contractual details (Time and Budget)
3. Provide draft correspondence to QR on preliminary requirements from the Contractor for Pre-start requirements
4. Provide contract documentation for the Principal (QR), and the Contractor (Fallon) for signing

Trusting the above is satisfactory, Please contact the undersigned if you require additional information.

Regards,

Brett Thomson
BE AdvDipBus MIEAust RPEQ CEnvP CPESC

Director



CONTOUR
Consulting Engineers

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30/08/2008

		Fallon Services		Town Lighting & Electrical		Fallon Services		Town Lighting & Electrical	
	No of Fittings	942		942		1025		942	
	Lux Level to main camera	1400		1400		1400		1400	
	Lighting Standard	International TV				International TV			
	Poles								
	40m								
	35m	2		2		3			
	30m	19		18		5			
	27m	0		0		9			
	25m	10		10		0			
	20m	5		5		8			
	12m					22			
	10m					1			
	Total	36		36		49			
	Power Supply								
Energex - points of supply	5		5		5				
Generator - designed for 25% and 100% load					25%				
Generator designed according to expected max load									
Budget Prices									
A	Main Switchboard	\$ 243,360		\$ 530,600		\$ 224,160		\$ 645,600	
B	Supply of Fittings, connections, final sub circuits	\$ 1,876,500		\$ 1,859,675		\$ 2,013,023		\$ 1,659,675	
C	Lighting Controls & Enclosures	\$ 260,580		(included in A)		\$ 291,180		(included in A)	
D	Poles & Footings	\$ 2,874,200		\$ 2,777,425		\$ 3,347,376		\$ 3,425,425	
E	Underground reticulation	\$ 667,490		\$ 589,500		\$ 707,832		\$ 698,200	
F	Aiming of fittings	\$ 61,000		(included in B)		\$ 69,180		(included in B)	
G	Miscellaneous	\$ 134,500		\$ 175,800		\$ 126,300		\$ 184,100	
H	Generators inc auto changeover switch & foundations	\$ 250,800		\$ 382,000		\$ 250,800		\$ 401,000	
I	Removal of existing training lights	\$ 13,460		(leave in place)		\$ 13,464		\$ 5,000	
J	Labour	(included)		\$ 375,000		(included)		\$ 375,000	
	Total	\$ 6,381,890		\$ 6,480,000		\$ 7,043,315		\$ 7,405,000	

Additional Comments	
1	Stewards Lighting - Poles and 20 fittings
2	Finish line back lighting
3	Training Lights for Grass Track
4	Set up fee for generators if hired
5	Monthly hire of generators if required (excl fuel)
6	Soil tests
7	Allowance for ground problems (except rock)
8	
9	Building Approvals
10	Development Applications
11	Energex
12	Q Leave
13	Car Park & Viewing Area Lighting
14	Painted Poles
15	Reinstatement of tracks and repair of existing services
TOTAL	

Fallon Services	Town Lighting & Electrical
\$ 80,000	\$ 231,900
\$ 40,000	\$ 88,700
	\$ 98,750
(completed)	(completed)
(included)	(pole design based on current soil test results)
(by others)	(by others)
(by others)	(by others)
(TBA)	(TBA)
\$ 22,337	\$ 22,715
\$ 100,000	\$ 150,000
(not included)	(not included)
(not included)	(included)
\$ 242,337	\$ 392,635

NOTE: Both prices subject to adjustment due to increase in steel prices

Fallon Services	Town Lighting & Electrical
	\$ 231,900
(included)	\$ 88,700
(included)	\$ 98,750
\$ 80,000	(included)
\$ 25,040	(not included)
\$ 11,600	(completed)
(TBA)	(included)
(TBA)	
(by others)	(by others)
(by others)	(by others)
(TBA)	
\$ 24,652	\$ 25,918
\$ 100,000	\$ 150,000
(not included)	(not included)
(not included)	(included)
\$ 241,292	\$ 385,268

Brett

From: Paul Brennan [pbrennan@queenslandracing.com.au]
Sent: 1 September 2008 8:59 PM
To: Malcolm Tuttle; R Bentley
Cc: Reid Sanders; Brett; Adam Carter; Shara Murray
Subject: Lighting & Synthetic Track Projects

0436
OK
highAs

Mal & Bob

Following discussions with Contour, Reid and myself today I believe we should consider the following timelines regarding the alignment of the Lighting & Synthetic Track projects.

Lighting – Sunshine Coast

- Brett Thomson to draw up letter of intent and draft contract with Fallon for execution this week. Brett to provide draft copies to Adam and Shara for review.
- Timelines in contact to ensure completion of project by the end of January 2009.

This enables plenty of time for the completion of the project and time to undertake a comprehensive testing regime prior to the initial meeting under lights.

Synthetic Track - Toowoomba

- The surveyors are finalising their work at Clifford Park, the next stage is for Contour to undertake design work and to seek tenders for the project.

Rather than rush this project I propose that we consider delaying the commencement of work on the Course Proper until the lights at Corbould Park are installed. This will probably mean that Toowoomba will be closed down for racing some time in February, with an expected completion date for the project during June 2009. The surface will require a considerable amount of work once laid and by delaying the opening until the 2nd Saturday in July 2009 it will provide suitable time for the surface to be prepared for racing. This falls at the end of the Winter Carnival and I believe we can consider the transfer of the Weetwood and Toowoomba cup to this date and possibly consider the conduct of a feature day meeting on that Saturday.

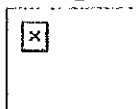
This will also increase the likelihood of realising quality fields at the Sunshine Coast Saturday twilight meetings as they will be conducted during mid to late February through until the end of the Carnival. There are greater horse numbers in work during this period and I believe it is a better alternative than trying to rush this project through during the period December to March.

Brett will continue to provide updates regarding both projects during mine and Reid's absence, if required we can organise a telephone hook up to progress the timelines.

Thanks
Paul

Paul Brennan

Racing Services Manager



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E pbrennan@queenslandracing.com.au
W www.queenslandracing.com.au

5/09/2008

Our Reference: 0436-06

05 September 2008

Nell T Fallon Service Pty Ltd
398 Montague Road
WEST END QLD 4101

Attention: Mr Matt Fallon

Dear Matt,

**LETTER OF INTENT TO ENTER INTO A DESIGN AND CONSTRUCT
CONTRACT TO PROVIDE LIGHTING TO CORBOULD PARK RACE COURSE,
CALOUNDRA
"COMMERCIAL IN CONFIDENCE"**

1.0 INTRODUCTION

1.1 PREAMBLE

The parties listed below confirm that they intend to enter into a design and construct contract to provide lighting to the subject site.

1.2 PARTIES

The Principal:

Queensland Racing Limited (QR)
ABN: 93 116 735 374
Lot 2 Racecourse Road, Deagon Qld 4017

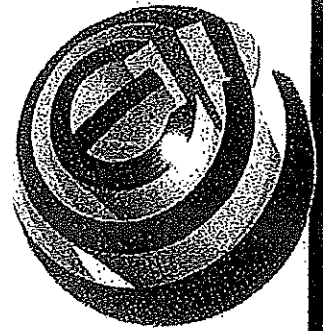
The Major Contractor:

Nell T Fallon Services Pty Ltd (NTF)
ABN: 82 757 595 979
398 Montague Road, West End, Qld 4101

Nominated Specialist Sub-contractors:

G. M. Poles Pty Ltd (GMP)
ABN: 61 081 961 515
23 Argon St, Carole Park Qld 4300

Pierlite Australia Pty Ltd (Pierlite)
ABN: 71 115 184 999
96-112 Gow Street
Padstow NSW 2211



CONTOUR
CONSULTING ENGINEERS

ba

OLM
ABN 17 061 659

1.3 INTERPRETATION

Unless expressed to the contrary, in this agreement:

- a. words in the singular include the plural and vice versa;
- b. any gender includes the other genders;
- c. if a word or phrase is defined its other grammatical forms have corresponding meanings;
- d. "includes" means includes without limitation;
- e. no rule of construction will apply to a clause in this deed to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- f. a reference to:
 - i. a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - ii. a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - iii. any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - iv. "\$" or "dollars" is a reference to Australian currency;
- g. If a party consists of more than 1 person, this agreement binds each of them separately and any 2 or more of them jointly.
- h. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- i. If the date on or by which any act must be done under this deed is not a Business Day, the act must be done on or by the next Business Day;
- j. where time is to be calculated commencing from or by reference to a day or event, that day or the day of that event is excluded; and
- k. headings are for convenience only and do not form part of this deed or affect its interpretation.

2.0 OBLIGATIONS OF THE CONTRACTOR

2.1 General

From the Execution Date, the Contractor must comply with, and continue to carry out, all of its obligations under the Agreement.

2.2 Liability

The Contractor is liable to the Principal for:

- a. any Claim arising out of or in connection with a breach of the Agreement by the Contractor;
- b. all Claims for:
 - i. Injury or death to any person; or
 - ii. damage to or destruction of any property, caused by the acts, omissions or negligence of the Contractor or its employees and agents; and
- c. all costs and expenses arising out of or connected with a breach of the Contractor's obligations under this deed.

2.3 Application of obligations and liabilities

The Contractor acknowledges and agrees that the obligations and liabilities set out in this deed extend to the acts and omissions of any of its employees, agents and subcontractors as if they were the acts and omissions of the Contractor.

3.0 PRICE

The Contract Price (Design and Construct) is comprised of:

1	Main Switchboard	\$ 219,185
2	Supply of Fittings, connections, final sub circuits	\$ 1,805,942
3	Lighting Controls & Enclosures	\$ 273,180
4	Poles & Footings	\$ 2,920,053
5	Underground reticulation	\$ 727,809
6	Aiming of fittings	\$ 64,180
7	Miscellaneous	\$ 210,266
8	Generators Inc switch & foundations	\$ 250,707
9	Removal of existing training lights	\$ 13,458
10	Stewards Lighting - Poles and 20 fittings	inc above
11	Finish line back lighting	inc above
12	Car Park & Viewing Area Lighting	inc above
13	Training Lights (included above - incorporated into main lights)	inc above
14	QLeave	\$ 25,000
15	Energex connections [Budget Only] [Prov Sum]	\$ 35,000
16	Overbudget to be removed by Fallons yet through final design	-\$ 44,780
SUB TOTAL		\$ 6,500,000
16	Option to move lights away from marquees [Prov Sum]	\$100,000
Total		\$ 6,600,000

(Please note that all prices stated are exclusive of GST.)

4.0 DEPOSIT CONSIDERATION

To facilitate the ordering of materials and to secure the services of NTF, and in the context of the special conditions and other details in the agreement, QR agree to make the following advance payments to NTF for their establishment / preliminary costs and costs of major component suppliers:

	Upon Signing Letter of Intent	Upon Signing Contract	TOTAL
NTF	\$200,000.00	\$100,000.00	\$300,000.00
GMP	\$500,000.00	\$0	\$500,000.00
Pierlite	\$500,000.00	\$0	\$500,000.00

The above payments are to be considered as advance payments against future claims/invoices against the contract sum. These amounts will be held as deposits to the end of the project and be drawn against final claims/invoices. Alternatively Bank Guarantees may be provided to G. M. Poles and Pierlite.

5.0 TIME PERFORMANCE

The above consideration is return for the following time performance criteria:

1. G. M. Poles Pty Ltd to commence works prior to 08 September 2008 and complete their components prior to 22 December 2008 to enable completion of the project prior to 30 January 2009.
2. Pierlite Australia Pty Ltd to provide light fittings and associated components to enable completion of the project prior to 30 January 2009.
3. Neil T Fallon Pty Ltd to complete the project in accordance with the terms of the contract (completion date 30 January 2009).

6.0 FULL AND BUILDING CONTRACT

A full and binding contract is to be entered into by the parties. The contract is to be a fixed sum Design and Construct type contract generally in accordance with AS 4902.

Special Conditions to the contract are attached to this letter of intent. These Special Conditions shall form part of the contract.

A full binding contract is to be entered into by the parties no later than 30 September 2008.

7.0 NON-PERFORMANCE AND RETURN OF DEPOSIT

Non-performance by the Contractor will be assessed against the Contract including specified liquidation damages.

In the unlikely event that a contract is not entered into, or the project does not proceed, NTF are to provide a full validation of costs incurred, and shall reimburse the difference from the Deposit Consideration.

8.0 PROGRAM SCHEDULE

The project program attached to this Letter of Intent shall be included in the contract.

Milestone Dates in the program are:

Project start: 05 September 2008
Project practical completion: 30 January 2009

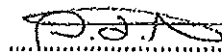
9.0 PERFORMANCE CRITERIA

Refer Special Conditions included as Annexure 'A'.

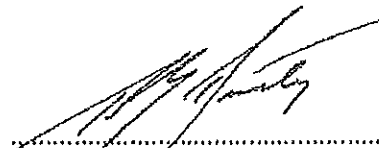
10.0 EXECUTION OF THIS AGREEMENT

Executed as an agreement.

Executed on behalf of Queensland)
Racing Limited (ABN 93 116 735)
374) In accordance with section 127 of)
the Corporations Act 2001 (Cth))

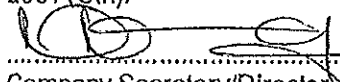

.....
Company Secretary/Director

Shara Louise Murray
.....
Company Secretary/Director

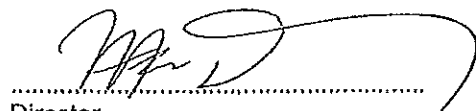

.....
Director

Robert Geoffrey Bentley
.....
Name of Director (print)

Executed by Neil T Fallon Pty Ltd)
(ABN 82 757 595 979) in accordance)
with section 127 of the Corporations Act)
2001 (Cth):)


.....
Company Secretary/Director

NATALIE KATARINA DENNING
.....
Name of Company Secretary/Director
(print)


.....
Director

ALAN MARK DENNING
.....
Name of Director (print)

Contract No. 0436 - Special Conditions

A - GENERAL

1. Works are to be completed generally in accordance with the design by Pierlite Australia Pty Ltd to International Standard for Colour TV Venues. Refer Annexure B for Design Drawings. Notwithstanding, the Contract shall be a performance-based design and construct contract. Prior to acceptance of the completed works, Lux measurements will be carried out to confirm that consistency of the minimum required standard (i.e. generally an average vertical illuminance towards the main camera of 1300 lux to 12m from the inside rail of both the Primary Turf and Synthetic Tracks, with a minimum average of 1200 lux) has been achieved by the design.

The design drawings by Pierlite Australia Pty Ltd shall generally comply with previous Option 6B and generally include the following number of major components:

Light fittings:	900 (approx)
40m poles:	1
37m poles:	1
35m poles:	4
30m poles:	13
25m poles:	12
20m poles:	5
12m poles:	1
10m poles:	1

It is understood that the final design will be amended from option 6B to comply with the above performance criteria

Specifications for International Standard for Colour TV Venues:

Average vertical illuminance towards the main camera of 1300 lux to 12m from the inside rail of both the Primary Turf and Synthetic Tracks, with a minimum average of 1200 lux.

Lighting level toward other directions: 1000 Lux minimum.

Colour temperature (TK): 4000 K to 5600 K +/- 500 K

Colour rendering (Ra8): 90.

25% of lights to remain powered and functioning in the event of mains power failure (generators), for safety of personnel during racing.

AS2560.1-2002 Sports Lighting - General principles

Free TV Australia Operational Practice OP- 31 Lighting Requirements For Colour Television

Additional Standards / Guidelines

CIE No.169:2005 Practical Design Guidelines for the Lighting of Sports Events

CIE No. 83 Guide for the Lighting of Sports events for Colour TV and Film

Systems

CIE No. 112 Glare Evaluation System for use within Outdoor Sports and Area

Lighting

EN12193-1999 Sports Lighting

AS4282-1997 Control of obtrusive effect of outdoor lighting

2. The Contract shall be a fixed price lump sum contract and shall not be subject to rise and fall costs for materials and for labour.
3. The Contractor shall provide a Construction Program, for the scope of works prior to acceptance of tender. The program is to consider the requirements of Queensland Racing with respect to training schedules and racing events, etc. Refer Annexure 'C' for construction program.
4. The Contractor shall comply with all reasonable requirements of Queensland Racing with respect to ongoing racing/training operations including the safety requirements associated with those operations.
5. It is the responsibility of the Contractor to liaise with Queensland Racing regarding training times, race meetings and special events.
6. The Contractor shall make good all damages caused either directly or indirectly as a result of the construction activities to the satisfaction of Queensland Racing other than those noted otherwise below.
7. All reasonable and practical measures shall be taken by the Contractor to protect the existing track surfaces and associated facilities.
8. The Contractor shall provide a Vehicle Movement Plan (VMP): including proposed access points, maneuvering areas, parking areas and travel paths of construction vehicles for each phase of the works (e.g. Excavation of foundations, trenching, installation of poles, etc). The VMP is to be approved with reasonable conditions by the principal prior to works commencing.
9. Access to the construction site via the 'Turf Track Proper' and 'Cushion Track' is to be limited to one (1) crossing. Reasonable costs associated with installing and maintaining the crossing are to be born by the Principal.
10. Access to the construction site via the No. 2 grass track is to be limited, and managed in consultation with Queensland Racing and the VMP.
11. Queensland Racing will be responsible for the removal and relocation of the running rails from the existing 'Plough Track'.
12. Progress Payment Claims are to be submitted to the Superintendent by the Contractor on or before the 25th day of each calendar month. Claims will be certified by Contour Consulting Engineers within 5 days of lodgement of claims, with Contractor payments on certified claims being executed by the Principal within 10 working days of certification. Payments to G. M. Poles Pty Ltd are to be made direct to G. M. Poles within 14 days of invoice on a monthly basis.
13. It is the responsibility of the Contractor to locate all existing municipal and supply authorities services in the vicinity of the proposed works prior to the start of any construction. The cost of any rectification works due to damage to exiting services shall be borne by the Contractor.
14. Training lights to be of adequate Lux levels to replace the existing training lighting system.
15. Car park lighting levels to be of adequate levels in general accordance with Australian Standards.
16. Upgrade to the viewing area lighting for existing facilities to be as per Section B – Inclusions, Item 9.
17. Finish Line back-lighting to a sufficient standard for the camera equipment and functionality specified by the Chief Stipendiary Steward of Queensland Racing.
18. Lighting for Steward's cameras of sufficient standard and functionality for the camera equipment and functionality specified by the Chief Stipendiary Steward of Queensland Racing.

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19. A provisional sum of \$35,000.00 is to be included in the price for connection of mains power by the electricity supply authority (Energex).
20. A provisional sum is to be included to move the lights in the marquee area to the location as detailed in Pierlite's Option 6b design (to locations away from the viewing lines of marquees).
21. Light spillage to Caloundra Road to be limited in accordance with AS4284 (commercial areas).
22. Compliance with requirements of the Environmental Management Plan for the construction phase.
23. NTF are to have free usage of electricity where it is required for the works
24. Engineering certification provided by Pierlite on design, GM Poles on foundations and poles and Ashburner Francis on electrical. The aforementioned companies are to have relevant levels of Professional Indemnity insurance.

B - INCLUSIONS

1. All fittings, connections and final sub circuits, underground reticulation and required electrical works to AS3000 with manufacturers warranty on parts and 12 months warranty on labour.
2. Lighting design as per Pierlite design with lighting certification with one year manufacturer's warranty.
3. Poles and foundations and remaining soil tests and geotechnical analysis per GM Poles designs with engineering certification and warranty for five years on poles and foundations.
4. Backfill over pile caps and slab footings with clean imported fill (400mm min depth unless otherwise instructed by the Superintendent).
5. Generators with capacity to run 25% of requirement from five points of supply. Changeover switches will not be supplied.
6. Aiming and full commissioning of fittings with audit results.
7. Removal and reuse of existing training lights.
8. stewards lighting and finish line back lighting.
9. Car park lighting using four existing poles and six MVPs to be installed in the parade ring to upgrade viewing area lighting.
10. Temporary generator setup during construction period, generator hire to be paid for by the Principal / others.
11. reinstatement of pavers around M04, treatment of base of M04 pole so that the base plate and foundation bolts can be buried.
12. Raise/lower mechanisms for photo finish poles.
13. PC sum of \$35,000 for Energex costs and five transformers etc. Electrical services have been allowed from connection to transformers.
14. Dismantle current running rails and re-establishment to be by the Principal.
15. Fallon Services will need to remove satellite dishes and antennas etc from the top of the tower prior to installation of the headframe. We have assumed a maximum of ten hours of labour in this process.
16. Design and appearance of the headframe on EM03 is at the absolute discretion of GM poles.

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C - EXCLUSIONS

1. Engineering check on TV Tower and modifications to allow fitting of headframe and fittings. Modifications include removal of handrail from around deck where the headframe is to be mounted (Engineering consultancy to be provided by the Principal). Modifications due to engineering issues to be at Principal's cost.
2. No allowance has been included for temporary training lights. It is likely that the current training lights will need to be disconnected through the construction process. Loss of training lights to be restricted to a minimum time. Temporary training lights to be provided by the Principal.
3. Repair to grass and/or synthetic tracks in accordance with Queensland Racing specifications outside of the crossing of the turf and synthetic race courses.
4. Repair to bitumen road if required.
5. Modification of grass and/or synthetic tracks to enable heavy machinery to traverse it to be by the Principal.
6. Laying turf etc. on top of excavations.
7. Location of existing services by the Principal.
8. Repair of external grass areas following siteworks (e.g. cranes driving on grass in front of members stands).
9. Removal of spoil from site -- allowance has been made to stockpile all spoil and concrete washings on site in a prepared area
10. Cleaning of ambulance road and other pavements during the construction process for race meetings and trials. One final clean has been allowed.
11. Allowance for temporary fencing around the construction zone in the training track area.
12. Removal and replacement of running rails by the Principal.
13. NTF have not allowed for damage to culverts and buried drainage damaged as a result of heavy machinery
14. Scope exclusions include:
 - i. DA restrictions
 - ii. Roads Authority restrictions
 - iii. CASA or other aviation authority restrictions
15. Extensions of time will be considered valid for the following circumstances:
 - i. General acts of God and issues outside of the control of Fallon Services
 - ii. Weather such as rain, wind and flood. The construction timeframe is prepared on the basis of favourable weather conditions. This is in regard to instantaneous weather and also trafficability of the site post inclement weather. Machinery will be only directed on to site where it is in our opinion there is no risk to life or expensive equipment. The site must be suitable for access and the remaining time warrants mobilisation of equipment to perform scope of works. This issue applies to both rain and wind where it affects safety of persons and equipment. As soon as we are affected by weather we understand that it is our responsibility to contact Contour consulting to discuss all options to minimise delays.
 - iii. Delays of supplies from overseas caused by others such as dock disputes, truck roll overs, trucking company strikes, boats sinking, customs issues etc

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iv. Strikes by companies other than Fallon Services

Fallon Services will work with the superintendent to find alternative methods to mitigate these issues and minimise delay and additional costs

D - TERMS AND CONDITIONS

1. Practice grass and plough tracks to be closed to use by the club and its members during the construction phase.
2. Racing rail separating ambulance road and practice grass track moved within 1 week of contract being signed.
3. During construction the racing rail separating the ambulance road and practice grass track to be moved a minimum of 3m away from the ambulance road to provide turning access for trucks and cranes
4. Poles to be laid on practice grass track and electrical work performed on them prior to their standing
5. Clear access to car parks adjacent to track from 8.30am each day (excluding Tuesdays until 9 am and race days) to enable unloading of semi trailers and assembly of poles on a hard work surface
6. Extensions to the program where rain or wet weather or wet ground conditions delayed progress.
7. Excavation for pole M04 to remain open until pole is stood (hole will be temporarily backfilled with sand, but will not constitute a safe area for pedestrian traffic) safety of this area to be in accordance with the Principal's requirements.
8. Open headframes mounted to face of poles – no inclined headframe, platforms or climbing system on any poles. Controls for M04 to be mounted on existing roof.
9. Clear access to open ground at Western end of racecourse
10. Vehicular access on to and around practice grass track when required (will be avoided as much as possible)
11. EM03 to comprise a frame mounted on the upper deck of the TV tower (i.e. not on the very top of the tower)

E - FINANCIAL AND PAYMENT

1. Liquidated damages of \$25,000.00 per week commencing 7 days from 30 January 2009.

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F - WORKPLACE HEALTH AND SAFETY

1. Fallon Service and its subcontractors operate to stringent safety systems. Prior to commencement the requested construction areas will be agreed. These areas then will be designated construction zones and no access will be available to these areas unless prior approval by Fallon Services has been agreed. No liability for any injury to person or animals within these areas unless pre approved will be accepted.
2. The inner half of the practice track and plough tracks are to be defined as construction zone and will be closed to use by the club and its members from start of construction through to completion. Approval is required to use the grass practice track for construction. This will include laying poles on the track and performing electrical work on them. In the event of unfavourable weather conditions, open excavations and poles and other equipment may not be able to be moved and may be there for long periods of time dependent upon weather.

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