

Statutory Declaration

Oaths Act 1867 (Qld)

Queensland
to Wit

I, Robert Frappell of [REDACTED] in the State of Queensland, do solemnly and sincerely declare as follows:

1. I make this statutory declaration in response to a Notice dated 12 July 2013 served on me on behalf of the Commissioner the Queensland Racing Commission of Inquiry (**Inquiry**). The Commissioner's Notice requires me to produce documents and provide a written statement to the Inquiry.

Introduction

2. I am presently the Chairman of the Toowoomba Turf Club Inc (referred hereafter as "**TTC**" or "**the Club**"). I am also a former Chairman of the Thoroughbred Breeders' Queensland Association (**TBQA**).
3. All the events referred to below occurred during times when I was either a member of the TBQA, the Chairman of the TBQA, a member of the TTC, or as a member of the management committee of the TTC or the Chairman of that committee.

Initial dealings with Racing Queensland Limited and Robert Bentley

4. My first dealings with Robert Bentley (**Bentley**) occurred when I was on the committee of the TBQA. At the time, Bentley was the Chairman of Racing Queensland Limited (**RQL**), a position he held until 2012. When I assumed the position of Chairman of the TBQA, my dealings with Bentley increased. In that role, I considered that I had a duty to the TBQA to establish and maintain an effective working relationship with Bentley in his capacity as Chairman of RQL. However, my dealings with him were limited to racing industry matters. I did not socialise with Bentley or have any non-industry dealings with him (in contrast, for example, to Neville Stewart, who was also a member of the TBQA and a former chairman of the TTC, and had a very close and cordial relationship with Bentley).
5. I also had extensive contact with Bentley in the aftermath of the equine influenza epidemic. John Messara (the Chairman of the Thoroughbred Breeders' Association of Australia) and I were able to convince Bentley, after much cajoling and persuading, to allow Queensland horses to be vaccinated against the virus.

The cushion track proposal

6. In May 2008, RQL (which was then known as Queensland Racing Limited), through Bentley, made an offer to the Club to fully fund the development and construction of a synthetic cushion racing track, and associated services (**the cushion track proposal**) at the Club's Clifford Park Racecourse (**the Offer**). Toowoomba and the Darling Downs region had experienced several years of drought in the period leading up to the Offer. Annexed and marked "**A**" is a copy of a letter dated 28 May 2008 from Queensland Racing Limited to the Club containing the Offer.
7. As the TBQA had an interest in the cushion track proposal, I arranged for Bentley, Paul Brennan and Reid Sanders to address the committee on the proposal's details at a committee meeting held on 14 October 2008. Annexed hereto and marked "**B**" is a copy of the minutes of the meeting of the TBQA committee held that day. Item 10.10 of the minutes records Bentley's presentation in relation to the cushion track proposal and is in the following terms:

"Bob Bentley, Paul Brennan and Reid Sanders made a presentation on the cushion track in Toowoomba:

- *Explained the track layout with the cushion track;*
- *Explained why the track was not placed on the inside of the course proper like the Sunshine Coast;*

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- *New lights will be built on the cushion track in Toowoomba, including a new tunnel;*
- *Training on the new cushion track will be up to the turf committee;*
- *Feedback from the trainers at the Sunshine Coast;*
- *Feedback from vets at the Sunshine Coast regarding decrease in shin soreness and knee chips;*
- *Maintenance of the cushion track;*
- *Track can be coloured but it is expensive and needs to be re-coloured on a yearly basis;*
- *The cushion track will commence construction in February and run through to the end of June;*
- *The Weetwood and Toowoomba Cup will be run on the second Saturday in July as a featured day. It may also act as a launch for the cushion track and a QTIS 600 promotion".*

8. I refer to the second of the bullet points excerpted above. I was present at the meeting and confirm that Bentley stated in clear and unequivocal terms that the cushion track could not be placed inside the course proper because no suitable "starts" were available. In fact, Bentley's claim was wrong, as is demonstrated by the fact that the TTC has been able to conduct races on the inner grass no 2 track from the following starts: 1800m, 1050m, 1380m, 1000m and 1600m.

9. The cushion track proposal was controversial and caused significant debate and dissension amongst members of the TTC. When I told Bentley that one of the main reasons for the controversy was RQL's insistence that the cushion track could not be placed on the inner track because of the absence of suitable starts, he responded using words to the following effect:

"You have no choice but to accept the proposal. If you don't accept the cushion track being put over the top of the racecourse proper, the TTC will lose all its TAB race meetings. If you accept the offer you can expect to be allocated an extra 12 TAB meetings annually".

10. Obviously, the cushion track proposal had to be put to Club members for a vote. I had several conversations with Bentley during this period and urged him to withdraw the proposal as the racing community on the Darling Downs was in turmoil and I was concerned that the rifts which the proposal had created would never heal. Bentley's response was invariably to the effect that "it's happening" and "can't be stopped".

11. On 30 January 2009, RQL clarified and expanded on the terms of the Offer, and confirmed that the sum of approximately \$10 million would be made available by RQL to TTC to fund the Project. Annexed hereto and marked "C" is a letter dated 30 January 2009 from RQL to the Club and its members. The relevant parts of the letter are set out below:

"QRL allocates \$10 million to undertake the following capital works:

- *Conversion of the course proper to all weather synthetic surface and associated cambering and realignment;*
- *Regenerating both dams and lining with the latest dam liner;*
- *Sealed surface ambulance road;*
- *Sealed horse walkway;*

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- *Upgrade of existing lights of the Saturday night racing program;*
- *Allocation of a metropolitan status meeting for Weetwood."*

12. The cushion track proposal was considered and voted upon at a special meeting of TTC members held on 16 February 2009. Club members voted narrowly in favour (121 for with 110 against) of accepting the Offer and passed the following motion at the meeting:

"The motion is to support the decision of the Management Committee accepting the \$10 million Redevelopment Project at Clifford Park to be fully funded by Queensland Racing Limited and the Queensland Government."

13. RQL and Bentley were represented at the meeting by their legal adviser, David Grace of Cooper Grace Ward Solicitors. Mr Grace scrutinised the voting procedures on the motion at the meeting and was present when the motion was voted on.
14. I was concerned that, because of the closeness of the vote, the issue would continue to be a source of dissension and conflict amongst Club members and expressed these concerns to Bentley on several occasions. However, he ignored me.
15. I was neither a member of the TTC committee nor its Chairman at the time (that position was then occupied by Neville Stewart). I had some concerns about the committee's actions in the period leading up to the meeting. It had taken what I considered to be the unprecedented and unnecessary step of closing TTC membership. The effect of the closure was to prevent new members from applying to join the Club. I believe Stewart's motive in closing off Club membership was to prevent individuals who were opposed to the cushion track proposal from becoming members of the Club and voting against it at the meeting in February 2009.
16. The installation of the synthetic cushion racing track and associated infrastructure was completed in about July 2009.
17. I was elected as a member of the committee of the Club in May 2010 and was subsequently elected as its Chairman in September 2010. Mr Stewart and several of his supporters had by that time ceased to be members of the committee.
18. Shortly after my election as a member of the committee of the Club, Bentley proposed to the committee that RQL take 60% equity in the Club for the sum of \$1.5 million. The committee considered Bentley's equity proposal during meetings in August 2010 and unanimously rejected it.
19. After the committee's rejection of Bentley's initial equity proposal, RQL's attitude towards the Club changed markedly. For example, RQL began asserting that the Club was bound to repay all monies which had been expended on the development and construction of the cushion track, and demanded that the Club repay those monies. The assertion and demand are contained in, or can be inferred from, the following documents:
- (a) the inclusion of the synthetic cushion racing track as an asset of RQL in its financial accounts for the year ended 30 June 2010 (**the 2010 accounts**);
 - (b) the statement on page 2 of Bentley's report accompanying the 2010 accounts that RQL funded "the balance of the track and capital development... with an agreement to be determined in the financial year ending 30 June 2011);
 - (c) The manner in which RQL's expenditure of funds on the Project was treated in its 2010 accounts;
 - (d) a letter dated 23 March 2010 from RQL to the Club;
 - (e) a tax invoice no 06052086 dated 23 March 2010 from RQL to the Club; and
 - (f) a letter dated 6 September 2010 from RQL to the Club.

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Annexed as a bundle and marked “D” are copies of RQL’s letter dated 23 March 2010, its tax invoice of the same date and its letter dated 6 September 2010.

20. Following my election as Chairman of the committee in September 2010, one of the tasks requiring my immediate attention was to deal with RQL’s repayment demands. I asked Bentley how he could possibly justify RQL’s change of position. He told me that he had made an arrangement with the previous committee that, in return for the funds spent on the cushion track and associated infrastructure, RQL would take a stake in the club and become its equity partner. I later spoke to Ray Anderson (and four other committee members who were on the committee at the time and who were involved in the committee’s consideration of Bentley’s initial equity proposal in 2009) about Bentley’s claim that the committee had agreed to an equity deal in consideration of RQL funding the cushion track. Mr Anderson and the other Committee members to whom I spoke denied Bentley’s claim and pointed out to me that, had such an agreement or arrangement been made, its existence would have been disclosed to TTC members before they voted on the cushion track proposal in February 2009.
21. In early 2011, Bentley again demanded that RQL be given a 60% equity stake in the Club. This demand was made in the following circumstances:
 - (a) After having raised the prospect of RQL’s taking an equity stake in the Club with the newly-elected committee, Bentley directed the Club to attend a meeting at RQL’s head office at Deagon to consider the details of a revised takeover offer. I attended that meeting along with other committee members.
 - (b) The offer put to us at this meeting was \$2.5 million in return for RQL acquiring 60% of the Club (this was for all the training facilities, stables, horse facilities and everything inside the running rail).
 - (c) I asked about the 100 stables and the Club’s plant and equipment. Bentley said that this had been taken into account in the offer, in that \$500,000.00 had been allowed for the stables and another \$500,000.00 had been allowed for the plant and equipment.
 - (d) Bentley said that the Club would also have to repay the debt for the shute extension (which was approximately \$550,000.00) from the \$2.5 million which he had offered.
 - (e) Bentley completed the meeting by telling us that he did not want the matter to drag on and that he wanted an answer “in a week”.
22. Several members of the committee met on an informal basis the following evening. Although the committee members attending were insulted that Bentley and RQL had valued the Club for such a paltry amount, we were all concerned about the consequences which would be visited upon the Club by Bentley and RQL if we rejected his latest takeover offer.
23. I telephoned Wayne Milner of RQL (we had been told during the meeting with Bentley at Deagon that Milner would be handling the negotiations on RQL’s behalf) and asked for more time to consider Bentley’s proposal, as I wanted to sound some members out on an informal basis to see whether it was worth putting the issue formally to the members for a vote. Milner refused and said that RQL wanted an answer “that week without fail”. He said that was “not negotiable”.
24. I then called a committee meeting for the following Thursday evening. Wayne Milner attended the meeting and again reiterated that he wanted an answer that night. The committee voted to reject Bentley’s proposal.
25. The committee’s concerns about the consequences which would be visited upon the Club following its decision to reject Bentley’s second takeover offer proved well-founded. Following the committee’s rejection, the dispute between the Club and RQL escalated in the following areas:

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- (a) whether the sum of approximately \$6 million provided by RQL to the Club towards the costs of developing and constructing the cushion track was a grant or a loan which had to be repaid;
 - (b) whether the Club was obliged to pay RQL for ongoing maintenance costs and associated services which RQL claimed to have incurred in respect of the cushion track;
 - (c) if the Club was obliged to pay RQL for those maintenance costs and associated services, the amount the Club was obliged to pay;
 - (d) whether RQL was entitled to withhold payment of monthly operational subsidies to the Club totalling approximately \$850,000.00 between September 2010 and April 2011; and
 - (e) whether the Club was to assume responsibility for all track repairs and maintenance costs and, if so, the terms on which it would do so.
26. Legal proceedings to resolve the matters in dispute became a distinct possibility. I was of the view that RQL's decision to withhold payment of the monthly operational subsidies to which the Club was undoubtedly entitled under RQL's published Policy on the allocation of race days and the provision of funding to race clubs was particularly egregious, and that Bentley had withheld payment of the subsidies as a "pay back" to the Club for rejecting his equity proposals and as a means of exerting financial pressure on the Club and forcing it to reconsider its rejection of those proposals.
27. The Club engaged lawyers to advise and assist it to negotiate a resolution of the disputes or, if no resolution could be negotiated, to represent it in any court action commenced as a result. After extensive negotiations involving club committee members, the club's lawyers, RQL and its in-house lawyers, the matters in dispute were resolved. The terms of that resolution are recorded in a settlement deed between the Club and RQL entered into in June 2011. Annexed hereto and marked "E" is a copy of the settlement deed.

Conduct of election of RQL board members

28. I attended a meeting of the A class members of RQL in 2010 on behalf of the TBQA in my role as the elected representative of that association. Although I was not a full board member of RQL, my status as an A Class member allowed me to vote and have my say on issues affecting the racing industry as a whole.
29. This meeting was also chaired by David Grace of Cooper Grace Ward Solicitors in his capacity as RQL's legal adviser. One of the purposes of the meeting was to elect new board members to RQL. During the meeting, Kevin Dixon (the current Chairman of RQL) asked Mr Grace why the list of candidates nominated for election to the board had been reduced from seven to four. Mr Dixon pointed out that there had been a "short list" of seven excellent candidates and that industry representatives present at the meeting should be permitted to assess the merits of all those candidates. I was one of those who supported a motion by Dixon to increase the number of candidates "short-listed" to the original seven. However the motion was rejected.
30. After the meeting, I was accosted at the Sheraton Hotel by Tony Hamner, an RQL board member. Mr Hamner appeared to me to be quite intoxicated. He accused me of creating discord and causing a rebellion at the meeting earlier that afternoon. Fortunately, Hamner's wife intervened and avoided any further confrontation.

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31. That evening, I attended a racing awards function. One of the guests at my table was Mr Peter McGauren. During the evening, Mr McGauren (who knew Bentley) approached him at his table. McGauren returned to our table visibly distressed. When I asked him what was wrong, he responded using words to the following effect:

"You need to watch out Bob. Bentley's furious with your performance at today's meeting. I reckon he's out to get you. He was really upset with you and I'd be very careful if I was you because I think Bentley wants to seriously square up with you".

32. I wanted to confront Bentley there and then but McGauren persuaded me not to. However, I always kept McGauren's warning in mind. Certainly, my relationship with Bentley deteriorated from that point.

Anthony Burke

33. Anthony Burke was elected to the management committee of the club during the time of Neville Stewart's chairmanship and remained a committee member following the passing of the Stewart era and the election of a new committee with me as Chairman.
34. It is fair to say that Burke did not see eye to eye with me or the other committee members. It is not necessary to recite the litany of incidents and events which occurred during the first half of 2011. It suffices for present purposes to note that Mr Burke's relationship with his fellow committee members had deteriorated to the point where the committee had resolved to call a special meeting of members of the Club to consider and vote on whether to expel Mr Burke as a member of the Club. All the requisite procedures for holding such a meeting laid down in the Club's constitution were observed and the meeting was to be held on 3 August 2011. However, on the day before the meeting, RQL issued a control body direction which ordered the Club not to hold the meeting. RQL thereafter appointed April Freeman, a barrister, to conduct an investigation into approximately 65 complaints and allegations which Mr Burke had made to RQL against the committee and its chief executive officer, Aaron Clancy. The Club had no choice but to engage solicitors (at considerable expense) to advise and assist it during Ms Freeman's investigation. This assistance included the Club's solicitor being present during interviews conducted by Ms Freeman of me, Aaron Clancy and other committee members as part of her investigation.
35. Ms Freeman dismissed the overwhelming majority of Mr Burke's allegations. Ms Freeman's report made reference to five specific matters which were relatively inconsequential. After the Club informed RQL of its response to those five matters, RQL's Director of Integrity Operations (Mr Orchard) informed the Club that RQL would not be taking any further action in relation to those matters.
36. I have recounted these events concerning Mr Burke because of a statement Bentley made to me in the boardroom of RQL after a meeting I attended in my capacity as Chairman of the TBQA. Following the conclusion of the formal parts of the meeting, other subjects were discussed, including the difficulties which the Club was then experiencing with Mr Burke and his solicitor, Barry Atkins. Bentley told me on this occasion that Neville Stewart (who had by this stage ceased to be Chairman of the Club committee) had urged Mr Burke to make the complaints and allegations the subject of April Freeman's investigation in an attempt to destabilise the current Club committee. I was surprised that, despite being aware of this, Bentley did not step in and use his considerable powers to put an end to Burke's behaviour. In fact, the contrary occurred. By issuing the control body direction referred to above and terminating the Club's attempt to have the issue of Burke's on-going membership decided by the members, and then appointing an investigator to examine and report on Mr Burke's numerous allegations and accusations (the overwhelming majority of which were dismissed by Ms Freeman) at considerable cost to the club, Bentley seemed to me to be, if not supportive of Mr Burke, then certainly protecting him.

The members' car park

37. I had been informed by previous committee members that the cost of developing the members' car park in 2008 was approximately \$500,000.00. I thought this was an excessive amount but,

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as I had not been involved in the relevant deliberations, did not investigate the matter any further.

38. However, during 2012, the Club received numerous complaints from a local resident about the dust which was emanating from the car park on the Wyalla Street (western) side of the course. Committee member Jim Cosgrove suggested that the Club obtain quotes to seal the Wyalla Street car park. As the car park area was more than two times larger than the area of the members' car park, I assumed that it would cost in excess of \$1 million to seal the Wyalla Street car park, a figure which was well beyond the Club's budgetary capabilities. However, after Mr Cosgrove informed me that the cost to seal the Wyalla Street car park would be approximately \$290,000.00, I asked Aaron Clancy, the Club CEO, to provide me with all the relevant documentation associated with the development of the members' car park. My examination of those documents has revealed the following:

- (a) The original quote presented to the committee at its meeting in July 2009 (chaired by Neville Stewart) was for approximately \$380,000 from Contour Consulting Engineers (**Contour Engineering**). At this meeting, the quote was revised upwards to an amount of approximately \$460,000.
- (b) The explanation for the increase revealed in committee minutes is inconsistent with the reasons stated for the increase in the documentation received from Contour Engineering (I also note that the quote was exclusive of GST, a fact which does not appear from the Minutes to have been drawn to the committee's attention).
- (c) It would seem from the Minutes that no other quotes were presented to the committee.
- (d) The quote from Contour Engineering included a cost of \$20,000.00 for a site shed. This is unusual because Contour Engineering was at the time working on site installing the cushion track, and the letter referred to previously from RQL containing the Offer stated that RQL would supply a site shed as part of the Offer.
- (e) The Minutes of a meeting of the committee held on 29 August 2009 record the Chairman (Col Zeller) informing the committee that the Club had saved approximately \$35,000 by using a design proposed by Blacklaw Civil Construction. However, invoices reveal that the Club was still charged for design fees. Those invoices also reveal that Contour Engineering was paid a project management fee in addition to the amount contained in its original quotation. Contour Engineering's entitlement to a project fee does not appear to have been revealed to the committee when it was considering the original quote.
- (f) One of the items on a Variations Schedule submitted to the Club is a charge of \$16,000 for the construction of a fence in the members' car park. Again, the Minutes are vague and do not identify or indicate the location of the fence. If the fence is the one presently situated between the track and the members' car park, this would be curious, because, under the terms of RQL's Offer referred to previously, it paid for new fencing for the entire racecourse, and it would make little sense for the Offer not to have included the area adjacent to the members' car park.

39. I am informed by Mr Clancy that, despite further enquiries, he has not been able to locate any other documentation evidencing or recording permission being granted to the Club by RQL to spend these large sums of money.

40. Annexed hereto as a bundle and marked "F" are true copies of the documents referred to above, namely :

- (a) quotation dated 1 July 2008 from Boral Resources (QLD) Pty Ltd to TTC;
- (b) estimate (Schedule "G" – General Construction Works) dated 30 June 2009 for proposed car park construction;

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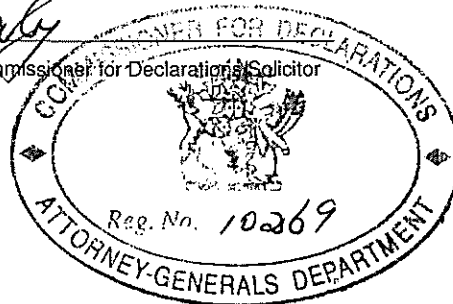
- (c) agreement (with attachment) between Contour Engineering and TTC dated 3 July 2009;
- (d) letter (with attachments) Contour Engineering to TTC dated 10 September 2009;
- (e) extracts from minutes of committee meetings (all of which were chaired by Neville Stewart) held on 23 May 2009, 25 July 2009 and 29 August 2009;
- (f) invoices, payment receipts and related documents recording the amounts paid by the Club for the construction of the members' car park; and
- (g) a document prepared by Mr Clancy at my request showing that the Club paid a total of \$551,761 to Blacklaw Civil Construction and Contour Engineering for the construction of the members' car park.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Acts 1867 (Qld)*.

Taken and declared before me at Toowoomba
this 26th day of July 2013
before me: VANESSA ANNE HEALY

Robert Frappell

Justice of the Peace/Commissioner for Declarations Solicitor





28 May 2008

Mr Neville Stewart
Chairman
Toowoomba Turf Club
PO Box 6037
TOOWOOMBA WEST QLD 4350

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By Facsimile:(07) 4633 1256
Original by Post

Dear Mr Stewart

**RE: LETTER OF OFFER - SYNTHETIC TRACK – CLIFFORD PARK
RACECOURSE, TOOWOOMBA**

Purpose

The purpose of this Letter of Offer (Letter) is to outline to the Toowoomba Turf Club (TTC), Queensland Racing Limited's (QRL) offer in relation to the development and construction of a Synthetic Training Track, including associated services, at Clifford Park Racecourse, Toowoomba (Project).

This Letter will describe in detail, what services will be provided by the TTC and QRL and will outline the process that is required to enable the installation of a Synthetic Track at Clifford Park.

I advise that this Letter can only be varied by written agreement between the TTC and QRL.

Obligations of QRL

* QRL will take all reasonable steps to provide the following components to the TTC:

- A 20 metre wide 'Cushion Track' (CT) to replace the existing course proper at Clifford Park
- 11,500 tonne of CT material

- Civil construction work associated with the 20 metre wide CT, which includes:
 - (a) Sub-Base
 - (b) Drainage
 - (c) Concrete Kerbing inside and out, and
 - (d) Laying of Fabric between drainage layer and CT material
- Upgrade of existing lights to TAB standards
- Development of a sealed service road on the immediate inside of the new 20 metre wide CT maximum width 5 metres wide
- New running rail both inside and out
- One (1) 90hp tractor for use on the maintenance of the CT
- One (1) 'Track Groom' for the maintenance of the CT
- One (1) 'Power Harrow' for the maintenance of the CT
- One (1) 'Gator' for the maintenance of the CT
- Drainage works on the outside of the "CT" to ensure no run-off onto the CT
- Drains to divert water, that has drained through the CT to local storage
- Clean walkway surface leading onto the CT entrance - pathway only
- One (1) electrical conduit and one (1) general conduit (if required), at the winning post, 200m, 400m and 600m for sectional timing
- A Project Manager (PM) engaged by QRL to manage the development and construction of the Synthetic Track, including associated services of the Project
- 100% of the design costs for the CT and service road only
- 100% of the engineer costs to oversee the design and construction of the CT only
- The provision of a site office to be utilised by the PM and relevant contractors for the duration of the Project, and

- The associated costs in relation to the preparation of a practical and affordable inception¹ master plan for the Project.

Obligations of the TTC

The TTC will take all reasonable steps to provide the following components to QRL:

- A asphalted 'mixing operation area' to store and mix CT footing, of not less 1600 sq^m by 1 July 2008
- A suitable area for the civil contractor to warehouse its machinery
- Access to the facility for all construction staff and any QRL staff or contractor
- Facilities to conduct seminars with local stakeholders, including refreshments
- Provide electronic sectional timing equipment for 200, 400 and 600 metre timing
- Assistance of TTC staff to the PM, contractor and engineers on locating any services that may be with grounds
- Assistance of TTC staff during construction with restricting horses access to certain areas during training times, and
- A nominated person to represent the TTC for QRL contractors to deal with and attend site meetings.

Engagement of Contractors

QRL will engage the PM, engineers and all relevant contractors necessary for the completion of the Project.

The PM, engineers and contractors will only act in response to written variations by QRL in relation to the Project.

Service Level Agreement

On completion of the Project, the TTC is to enter into a Service Level Agreement (Agreement) with QRL for the delivery of maintenance services of the Synthetic Track.

¹ Inception – including assessment of the TTC's needs and development of solutions by way of feasibility studies, preliminary budgets and programs, value engineering and consideration of funding options.

The delivery of maintenance services at the Synthetic Track will be pursuant to the terms and conditions of the Agreement, the Maintenance Schedule and the warranty and guarantees between QRL and Equestrian Services International Ltd.

This Agreement document will describe in detail, how the services will be provided, the responsibilities of the Parties, review and dispute mechanisms, and termination arrangements.

Commencement of Project

The following process is required in order to enable the Project to commence:

- The TTC to execute and return this Letter
- QRL to enter into a Contract of Purchase with Equestrian Surfaces International Ltd for CT materials
- QRL to seek quotes from TTC preferred designers and engineers, and compare with QRL current quotes
- QRL to engage Design Engineers (DE) and a PM – relevant contracts and agreements to be entered into
- The TTC to provide an asphalted 'mixing operation area' to store and mix CT footing, of not less 1600 sq^m by 1 July 2008
- The TTC to advise QRL of their club representative for all meetings
- The TTC to advise QRL of their nominated contact person for the Project
- QRL to arrange an initial meeting with QRL, the TTC, the PM and the DE
- The DE to provide initial inception master plan drawings, including the allocation of drainage
- QRL and the PM to have initial meetings with select Civil Contractors
- QRL, the TTC, the PM and the DE to agree and sign off on final master plan
- Final master plan to be sent to the Civil Contractors for final costs
- The PM to provide QRL and the TTC with final Project time frames, and

- Civil Contractors and Equestrian Surfaces International Ltd to commence works on site at Clifford Park.

Confidentiality

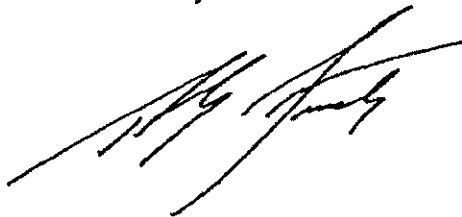
The TTC must not, without the consent in writing of QRL, divulge or make known any matter in connection with the Project other than as necessary for the proper performance of their duties and obligations under this Letter.

Acceptance of Offer

Should the TTC accept the terms of this Letter, please execute the **attached** copy and return to Ms Shara Murray of this Office by **close of business, Friday, 30 May 2008**.

Should you wish to discuss this Letter further, please do not hesitate to contact myself on 0419 964 210, Mr Reid Sanders on (07) 3869 9755 or Ms Shara Murray on (07) 3869 9712.

Yours faithfully



RG BENTLEY
Chairman

I, **Neville Stewart**, being a duly authorised officer of the Toowoomba Turf Club Inc, agree with the terms and conditions of this Letter of Offer in relation to the development and construction of a Synthetic Training Track, including associated services, at Clifford Park Racecourse, Toowoomba.

Signature:.....

Capacity:.....

Date:.....

Signature of Witness:.....

Name of Witness:.....

Date:.....



MINUTES OF TBQA COMMITTEE MEETING Held at the Queensland Racing On Tuesday 14th October, 2008

1. Welcome and Opening of Meeting.

President Bob Frappell opened the meeting at 12.35pm and welcomed those attending.

2. Present:	Bob Frappell	President
	Basil Nolan	Vice – President
	Lisa Frappell	Executive Officer
	Gary Turkington	Treasurer

Committee members: Stan Johnston, David Lucas, Jeffrey Kruger, Allan Gee, Duncan Wilson and Erica Bates.

3. Apologies: No apologies.

4. Chairman's Opening Remarks

- Folder in front of each committee member has the following:
 - Constitution
 - Code of Conduct
 - Committee Member's Responsibilities
 - Flying Minute Procedure
 - Committee Meeting Schedule
 - Committee Member contact list

Each item will be explained throughout the meeting as they are agenda items.

5. Minutes of previous meeting held on 27th August, 2008 at the Ipswich Turf Club

Gary Turkington arrived.

Bob Frappell moved, seconded David Lucas that the minutes be accepted as a true and accurate record. **CARRIED**

Gary Turkington queried the minutes. Section 10.10 – QRL Constitutional Changes, it read; "Bob Frappell explained that the documentation was not tabled at the committee meeting because he was not asked by any committeeman to do so."

The recording is to be checked and an adjustment made if necessary.

Bob Frappell clarified assertions made by Kerrina King as they were inaccurate and untrue in relation to the topic of section 10.10 at the previous committee meeting on 27th August 2008.

6. Business arising from Minutes

6.1 2008 Annual General Meeting & Luncheon

Will appear as an agenda item, however, Stan Johnston would like to mention that it was a very nice day and one of the best he had attended at the AGM luncheon. Lisa Frappell was congratulated by the Committee.

6.2 QTIS Stallion's Directory

Gary Turkington said he would send a copy of the stud brochure and his complaint to the TBQA office.

The TBQA office had not yet received a complaint from Gary Turkington and was waiting to do so.

The TBQA could not progress the complaint until they receive an official letter from Gary Turkington.

Erica Bates arrived.

6.3 Queensland Country Stallions Publication

A letter has been written and sent to the General Manager of Rural Press, Mr. John Walters and the Editor, Mr. Mark Phelps regarding the complaints from Queensland Breeders.

The TBQA are waiting to hear back from the Queensland Country Life.

David Chester has advised that Magic Millions are not paying their account for the advertising.

6.4 Utilizing mailing list for the advertising revenue stream for TBQA

Remains to be actioned.

6.5 Website advertising (Banner advertising)

Bob Frappell has organized an advertising banner template with the Perfect Designs (website creator) to show what it will look like.

Natural Destiny will be the first advertising banner on the TBQA website to showcase the new addition.

A figure of \$250 was put forward to the committee as a suggestion on what should be charged on a monthly basis.

The Committee unanimously agreed that \$150 per month was sufficient and would review the figure if the demand of companies wanting to advertise increased.

6.6 Treasurer Report's

Lisa Frappell requested from Gary Turkington an electronic copy of both the July and August Treasurer's Reports so they can be included in the archives of the previous meeting.

Gary said he would organise a copy of each report to be emailed to Lisa for the TBQA records.

6.7 TBQA Raffle

Gary Turkington was asked to present the costings for a trip to Dubai as an option for a fundraiser for the TBQA.

Gary Turkington has no information and said he would present at the next Committee meeting.

6.8 Tattersall's Sponsorship

Will appear as an agenda item.

6.9 Hendra Virus

Will appear in Correspondence.

7. Treasurer's Report (Gary Turkington)

7.1 Income and Expenditure Report

No Financial Report was presented nor circulated by the Treasurer.

8. Correspondence

TBQA CORRESPONDENCE
As of Thursday 9th October, 2008

INCOMING		
Date	Sender	Purpose of letter
19-Aug-08	Queensland Racing - Tony Hanmer	Queensland Racing Industry Awards
30-Aug-08	Queensland Horse Council	Annual Report & Financial Statement
OUTGOING		
Date	Recipient	Purpose of letter
6-Oct-08	Vet Biotechnology - Mr. David Bridgland	Support on seminar
6-Oct-08	Mr. Lester Walter	Support on Hendra Virus vaccination
6-Oct-08	DPI & F - Mr. Ron Glanville	Support on Hendra Virus vaccination
6-Oct-08	Rural Press Queensland - Mr. John Walters	QLD Country Life Stallions Publication
6-Oct-08	Rural Press Queensland - Mr. Mark Phelps	QLD Country Life Stallions Publication

Moved Bob Frappell, Seconded Gary Turkington that the correspondence be received and adopted.

CARRIED

9.0 Membership Report

9.1 Membership Drive

The Secretary read a list of people who have applied for membership:

Prefix	First name	Surname	Joining Date
Mr	John	Bowditch	Aug/ Sept 08
Mrs	Mary	Buckingham	Aug/ Sept 08
Mr	Michael John	Kelly	Aug/ Sept 08
Mrs	Joanne Rose	Maddison	Aug/ Sept 08
Mr	Geoff	Makim	Aug/ Sept 08
Mr	Ralph	Tate	Aug/ Sept 08
Ms	Kathleen	Wellstead	Aug/ Sept 08
Miss	Wendy	Wilson	Aug/ Sept 08

All applications were accepted by the committee.

Moved Basil Nolan, Seconded Allan Gee that all applications be accepted for membership. CARRIED

10.0 General Business

10.1 Election of Officers

10.1.1 President

Nominations were called upon for the position of President. Basil Nolan nominated Bob Frappell for President and was seconded by Gary Turkington. No other nominations were put forward. Bob Frappell explained that if he decides to accept the position, he plans to continue to have a strong relationship with Queensland Racing. It helps the TBQA financially, they consultant the TBQA on breeding issues and the association is looked upon in a positive manner by them. He then asked if there were any other nominations after hearing this. No other nominations were forthcoming, so Bob Frappell accepted the nomination for the TBQA Presidency and he was declared elected by the Committee.

10.1.2 Vice-President

Nominations were called upon for the position of Vice-President. Allan Gee nominated Basil Nolan and was seconded by Gary Turkington. No other nominations were put forward. No other nominations were forthcoming, Basil Nolan accepted the nomination and he was declared elected by the Committee.

10.1.3 Treasurer

Nominations were called upon for the position of Treasurer. Gary Turkington nominated Allan Gee and was seconded by David Lucas. No other nominations were forthcoming. Bob Frappell explained that if Allan Gee would like to accept the nomination, he is expected to present a Treasurer's Report at each meeting in a format in which to be discussed with the Executive. The Treasurer is also

expected to have input into the financial running of the TBQA business. Allan Gee accepted the nomination and he was declared elected by the Committee.

10.1.4 TBA Representatives

Nominations were called upon for the two Directors and one alternate Director for the Thoroughbred Breeder's Australia (TBA) Board. Stan Johnston nominated Bob Frappell and was seconded by Basil Nolan as the first Director. Bob Frappell accepted the position as a TBA Director for the interim and then he would like to retire to the alternate Director. All in favour, CARRIED.

Nominations were called upon for the second Director. Gary Turkington nominated Basil Nolan and was seconded by Stan Johnston. Allan Gee nominated David Lucas and was seconded by Bob Frappell. Bob Frappell asked both nominees that if they were not elected as the Director would they be happy as the alternate Director and both nominees agreed.

Bob Frappell suggested that he would become the alternate Director but attend the next two meetings to confirm funding for TBQA. David Lucas disagreed and said that the President should always attend the TBA meetings and Basil Nolan agreed.

The position of the TBA Director went to a secret ballot vote amongst the Committee.

The votes were counted by Lisa Frappell and it was five (5) votes to four (4) to David Lucas as TBA Director and Basil Nolan as alternate TBA Director.

Queensland Racing representatives Bob Bentley (Chairman), Paul Brennan (Racing Services Manager) and Reid Sanders (Chief Steward) arrived for their presentation on the Toowoomba Cushion Track.

10.10 Presentation by QR Chairman Bob Bentley re: Cushion Track

Bob Bentley, Paul Brennan and Reid Sanders made a presentation on the Cushion Track in Toowoomba.

- Explained the track layout with the Cushion Track
- Explained why the track was not placed in the inside of the course proper like the Sunshine Coast
- New lights will be built on the Cushion track in Toowoomba, including a new tunnel
- Training on the new cushion track will be up to the turf committee
- Feedback from the trainers at the Sunshine Coast
- Feedback from vets at the Sunshine Coast regarding decrease in shin soreness and knee chips

- Maintenance of the cushion track
- Track can be coloured but it is expensive and needs to be re-coloured on a yearly basis
- The cushion track will commence construction in February and run through to the end of June.
- The Weetwood and Toowoomba Cup will be run on the second Saturday in July as a featured day. It may also act as a Lunch for the Cushion Track and a QTIS 600 promotion.

The management team from QR answered all questions from the TBQA Committee.

10.2 Oral presentation from new committee members

An oral presentation was conducted from the following new committee members:

- Allan Gee
- Duncan Wilson
- Erica Bates
- Jeffrey Kruger

Stan Johnston explained to the new committee members that all comments or representation on behalf of the TBQA is to be done through the President, Bob Frappell.

10.3 Presentation of Code of Conduct

Bob Frappell presented the TBQA Committeeman Code of Conduct that was compiled by Thynne & Macartney.

Important items to note are:

- ***Confidentiality*** – any items discussed in this meeting are to stay in the meeting and if people think their comments are being repeated out of context after these committee meetings, people will be afraid to speak. In addition, committeemen are not to repeat financial records.
- ***Public comment*** – As Stan Johnson mentioned earlier in the minutes, contact Bob Frappell prior to making a comment regarding the breeding industry and TBQA.
- ***Conflict of interest*** – The TBQA would like the commitment of each committeeman that while they sit on the TBQA committee, they are not to sit on any other board in the racing fraternity.
- ***Attendance*** – It is expected that committeeman attend every meeting.

- ***Members due diligence*** – As committee members it is their responsibility to inform themselves of industry information and news. Each committee member is representing Queensland breeders.
- ***Disagreement & opposition*** – Once the committee makes a position on a decision, each committee member is bound to support that decision. If a committeeman cannot support it, then they need to resign.
- ***Attendance*** – if a committeeman does not attend two meetings, they need to show due cause why they should remain on the committee. If a committeeman misses four months of meetings, the committeeman is automatically off the TBQA Committee.

All committeemen to read the code of conduct and if there are any queries, they are to bring the queries to the next committee meeting. The President also invited any committeeman to contact him via phone or email with questions.

If any committeeman is uncomfortable in signing the code of conduct acceptance at this meeting and feel they need more time to read it prior to signing, they are to bring it to the next meeting.

The following committeeman signed their forms and gave them to Lisa Frappell for filing: Bob Frappell, Basil Nolan, Stan Johnston, David Lucas, Jeffrey Kruger, Duncan Wilson and Erica Bates.

The committee's attention was then drawn to the "Committee Members Responsibilities to the TBQA" guidelines.

Bob Frappell read through the responsibilities and the following committeeman signed their forms and gave them to Lisa Frappell for filing: Bob Frappell, Basil Nolan, Stan Johnston, David Lucas, Jeffrey Kruger, Duncan Wilson, Erica Bates, Allan Gee and Gary Turkington.

10.3.1 Communication from committee members – two way street

Committee members were addressed about replying promptly to communication.

10.3.2 Attendance by committee members to TBQA committed functions

Committee members are expected to attend certain events throughout the year as representatives of the TBQA. If committeemen have been invited, there is an expectation to attend.

10.3.3 Roster system

A roster system is to be developed to ensure all committeemen attend events on behalf of the TBQA.

10.3.4 Director's Insurance

Director's Insurance has been investigated to ensure all Directors' of the TBQA are covered, including defamation and bad decision making.

Ron Fitton was asked to submit a quote, but it become too difficult and therefore, an insurance quote was submitted from John Rounsefell through CGU of \$1600.

The TBA also insists that the TBQA should have Director's insurance.

Moved David Lucas, Seconded Erica Bates that TBQA should obtain the Director's insurance and pay defamation fees of the Kerrina King case.

CARRIED

10.3.5 Committee election rotation

Bob Frappell explained the previous committee election rotation prior to the AGM. The rotation was as follows:

- | | |
|--------------------|------|
| 1. Robert Frappell | 2007 |
| 2. Gary Turkington | 2007 |
| 3. Murray Murdoch | 2007 |
| 4. Kerrina King | 2008 |
| 5. Geoff Kerrison | 2008 |
| 6. Stan Johnston | 2008 |
| 7. Basil Nolan | 2009 |
| 8. David Lucas | 2009 |
| 9. Merrill Kruger | 2009 |

After the new committee members drew a number, the rotation for 2009 onwards is as follows:

- | | |
|--------------------|------|
| 1. Robert Frappell | 2010 |
| 2. Gary Turkington | 2010 |
| 3. Erica Bates | 2010 |
| 4. Allan Gee | 2011 |
| 5. Jeffrey Kruger | 2011 |
| 6. Stan Johnston | 2011 |
| 7. Basil Nolan | 2009 |
| 8. David Lucas | 2009 |
| 9. Duncan Wilson | 2009 |

10.4 Post AGM Report

The committee discussed the recent success of the AGM luncheon and raceday held at the Brisbane Turf Club and September 27th 2008.

The committee gave feedback regarding the lack of audio in the back of the room and the gate-crushers that showed up about 5pm.

Lisa Frappell presented a Profit/Loss Statement of the event:

ITEM	DESCRIPTION	COST
Chief De Beers room hire	Flat fee	\$ 1,000
Catering	110 pax @ \$65 p/person	\$ 7,150
Beverage	Beverage on consumption	\$ 2,096
Centerpieces	Floral arrangements	\$ 300
Table talkers	22 @ \$4.40	\$ 96.80
Lecturn signage		\$ 66
Life Membership trophies		\$ 698.50
Life Membership key rings		\$ 79.80
Guest speaker gifts		\$ 159.25
Raceday sponsorship		\$ 5,500
AGM Catering	Tea & Coffee Station	\$ 160
Extra hours worked & trips made by Lisa Frappell	(approved by committee 14/10/08)	\$ 1,800
TOTAL		\$ 19,106

ITEM	DESCRIPTION	REVENUE
Raceday sponsorship	Eight races @ \$1650 each	\$ 13,200
Queensland Racing sponsorship		\$ 5,500
Ticket Sales	36 double tickets @ \$50	\$ 2,010
	6 single tickets @ \$35	\$ 210

TOTAL \$ 20,920

PROFIT \$ 1,814

Allan Gee suggested utilizing a room at Eagle Farm at the Tattersall's Raceday in March and run another raceday for members.

Bob Frappell explained that the reason the TBQA made a profit is because he was able to obtain a heavily discounted day from the BTC.

It was also acknowledged that the guest speakers were a highlight for guests to attend and it will be extremely difficult to obtain the same quality of speakers for next year.

Bob Frappell tabled an expense claim which included extra time Lisa Frappell spent on organising the AGM, raceday and luncheon. The invoice also included his phone expenses over his cap, a trip and accommodation to Brisbane for a QTIS 600 Sale meeting and the TBQA phone accounts.

Moved Gary Turkington, Seconded Allan Gee that Bob Frappell is paid for the expense claim of \$3,830.03 that was tabled to the committee.

CARRIED

Bob Frappell explained that he increase his phone plan to \$1,000 worth of calls per month and will probably ask the TBQA to pay for half of the plan.

Lisa Frappell explained that Stacey Silver has the TBQA mobile currently due to her recent task of calling every member that does not have an email address or incorrect details and amending their records.

10.5 Tattersall's sponsorship

Bob Frappell explained to the committee the progress of the meetings with Tattersall's.

Basil Nolan told the committee that the sponsorship will proceed for the third year due to the originally agreement drawn up with Tattersall's of a three year deal. The commitment was \$120,000 over three years.

A sponsorship cost of \$40,000 + GST was agreed to with Tattersall's for the third year.

First year was \$37,500 for the sponsorship and the second year they sent the account for \$42,500 as they added the \$2,500 from the year before, so the TBQA refused to pay.

Tattersall's tried charging \$42,500 for the third year, however, Bob Frappell and Basil Nolan agreed in the meeting with Michael Paramor and Scott McAlpine that the TBQA would commit to \$40,000.

Conditions have changed in the sponsorship package inclusions such as the Black Tie Ball being changed to a Cocktail event, along with a number of other changes including seven nights of accommodation throughout the year (until June 30th 2009).

Basil Nolan read through the sponsorship inclusions as per the agreement sent from the Tattersall's Club.

Lisa Frappell explained to the committee the additional inclusions that were asked for on behalf of the TBQA and certain inclusions were included at an additional cost of over \$24,000.

David Lucas questioned why the TBQA are accepting the sponsorship offer from the Tattersall's Club. He went onto say that after the last meeting in August, it was decided that Bob Frappell and Basil Nolan would meet with Tattersall's and offer a certain figure well below the \$40,000 mark.

Bob Frappell accepted David Lucas' comments but explained that the TBQA Committee did try their hardest to be a part of the Group 1 Winter Stakes when they were elevated to Group 1 status.

Moved Basil Nolan, Seconded Stan Johnston that the \$40,000 Tattersall's sponsorship package of the Group 1 Winter Stakes be accepted by the TBQA.

All in favour – Basil Nolan, Stan Johnston, Jeffrey Kruger, Erica Bates, Duncan Wilson, Allan Gee and Gary Turkington.

David Lucas was against the motion and Bob Frappell abstained from the vote.

Erica Bates asked if there were any other options to obtain promotion from the sponsorship package.

Lisa Frappell said she would send through the sponsorship package and wait for Erica to advise on additional options from promotion.

Jeffrey Kruger suggested asking for signage for tractors and barriers and anywhere else it can be seen.

10.6 New concept of TBQA raffle & Free Membership

Bob Frappell suggested a new concept of a raffle to raise money through the free TBQA membership scheme.

Queensland Racing will support the TBQA free membership again this year with an amount of \$15,000 for those who register a QTIS yearling.

Free membership is not offered to breeders that mail is delivered to a stud on their behalf as well as multiple owners of a QTIS yearling.

Queensland Racing is not offering the free TBQA membership next year, although they can, the TBQA will not be funded by them.

Therefore, Bob Frappell suggested keeping the free membership for QTIS registrations next year with the following idea – each member is given a book of 10 raffle tickets to sell at \$10 each or they pay the \$70 + GST membership fee.

If 500 people sold a book each, it would equate to \$50,000 of monies raised.

Bob Frappell discussed his discussions he has had with Murray Murdoch regarding the trip to Hong Kong and put forward a motion.

Moved Bob Frappell, Seconded Basil Nolan that Murray Murdoch, the winner of the Hong Kong raffle be given a cheque of \$6,000 to organise his own trip arrangements for the trip. CARRIED.

10.7 Future meeting dates

The committee was asked to draw their attention to the future meeting dates schedule in their red folder.

TBQA COMMITTEE MEETING SCHEDULE 2008 – 2009

Month	Date
October	14th
November	11th
December	-
January	-
February	10th
March	10th
April	14th
May	12th
June	16th
July	14th
August	11th
September	8th

- A reminder with the venue location and confirmation of time will be emailed two (2) weeks prior to the scheduled meeting. This is also the opportunity to add items to the agenda.
- A RSVP is required from each committee member is required no later than one (1) week prior to the meeting.
- The agenda for the meeting will be sent out one (1) week prior to the meeting.

Basil Nolan suggested that the AGM be held at a different time of year to avoid being in the middle of the breeding season like this year.

Bob Frappell said he has been working with BTC to have the AGM closer to the end of 30th June.

Stan Johnston asked if there future meeting dates can be moved to a different day of the week.

Basil Nolan questioned if there had to be as many meetings during the breeding season.

Bob Frappell said that if he can get away without having a meeting due to lack of business, he would do so.

10.8 Explanation on expense claim from Kerrina King re: sponsorship payment

Kerrina King has submitted an expense claim for her trip to Sydney for a TBA meeting.

Lisa Frappell particularly asked Kerrina King not to deduct the expense from her sponsorship payment.

Kerrina King agreed she would not do so and when the payment arrived for the sponsorship, the expense claim was deducted.

Bob Frappell would like it noted in the minutes for audit purposes. The expense claim totaled \$477.60. A cheque arrived for \$172.40 which was worked out as \$650 (final payment left for sponsorship) less expense claim of \$477.60.

Moved Basil Nolan, Seconded Stan Johnston to accept the sponsorship payment less the expense claim that was submitted from Kerrina King for the TBA meeting in Sydney.
CARRIED.

10.9 Summary of Vaccination Summit

Bob Frappell attended the Vaccination Summit in Sydney and addressed the committee on what was discussed during the Summit.

Bob Frappell answered questions from the committee.

10.10 Criteria for nominations and judging of Breeders' awards

A draft of the criteria for the breeder's awards was circulated amongst the committee members by Bob Frappell.

First season sire rules have been passed by the TBQA committee due to a previous issue that was presented a number of years ago.

Broodmare of the Year is hard to judge as there are no statistics available to utilize to make a list of possible contenders.

The criteria was presented purely to stimulate the committee to start thinking on what guidelines should be implemented so it can be advertised on TBQA website and have for future years.

Lisa Frappell proposed that all committee members take the criteria away with them and think about what each would propose as rules/guidelines for discussion at the next committee meeting.

Committee members are expected to have their ideas of guidelines for the next meeting in November.

10.11 Country Racing

Stan Johnston explained he has an issue with not having enough QTIS races for two-year-olds in the country. At the moment, QTIS two-year-olds are running against older horses for the QTIS bonuses.

Stan discussed with Paul and expressed his concern earlier after the Cushion Track presentation.

10.12 QTIS 600 update

Lisa Frappell gave an update on the QTIS 600 sale and race series.

Lisa distributed a diagram to all committee members to help assist them in explaining the series and sale to their clients.

Lisa explained the diagram and answered questions from the committee. She also accepted feedback to add certain items to the diagram.

Bob Bentley reported that there are currently 584 nominations without the yearlings coming from the National Magic Millions January sale.

Is there are more than 600 yearlings nominated for the QTIS 600 sale, Magic Millions are inspecting on type, not pedigree.

Lisa Frappell will keep the committee updated on the progress of the QTIS 600 sales, series and promotion.

10.13 QRL 2008 AGM

Queensland Racing is having their AGM on 7th November 2008. The TBQA have A Class vote and Bob Frappell is the representative.

There were two items on the agenda for the QRL AGM, first one being to appoint an auditor and second item was to have a remuneration increase for the Director's of QRL.

Bob Bentley has pulled the item of the remuneration increase off the agenda, so the only item they need a vote for is an auditor.

Moved Bob Frappell, Seconded Basil Nolan that as an 'A Class member', the TBQA exercises their vote to agree with QRL to appoint an auditor.

This decision was carried unanimously.

11.0 Next meeting

Next meeting will be held on November 11th as per the presented schedule.

12.0 Close of Meeting

Bob Frappell thanked everyone for coming and declared the meeting closed at 4.15pm.



30 January 2009

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PO Box 63 Sandgate QLD 4017
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Dear Member

Queensland Racing Limited (QRL) has taken the unprecedented action to write to all Members of the Toowoomba Turf Club (TTC) to outline the situation from the Board of QRL's perspective, in relation to the installation of the synthetic track at Clifford Park and the future direction that the resultant vote of Members will dictate for Toowoomba.

The issue of the installation of the cushion track has been bitterly debated in the media and has been the subject of unwarranted division in the Toowoomba racing fraternity. You, as a Member of the TTC, need to be fully appraised of the facts and consequences for your Club, prior to casting your vote.

The decision was made by the Board of QRL to make an offer to your Committee, to install a synthetic track on the course proper after full investigation and due diligence was conducted. QRL understands that your Committee also carried out a full investigation of all possible options to ensure Toowoomba maintains its position as a major participant and contributor within the Queensland racing programme.

The decision, after much debate, was predicated on the following principal issues:

- No sustainable water supply in the city of Toowoomba
- No bankable reliable source of suitable water at a reasonable cost
- The restrictions in the area of Clifford Park will not allow the TTC to increase the size of the course proper so as to accommodate a synthetic track of sufficient size and safety to allow for the conduct of race meetings on the inside of the course proper
- The inability of the current course proper to satisfactorily facilitate 57 TAB race meetings
- The TTC to be part of the synthetic twilight racing programme, and
- The need to present a quality racing surface to national and international markets.

From the above considerations it can be seen quite clearly that the TTC and QRL have acted in a responsible manner in committing \$10 million to secure the future of the TTC in the longer term.

It is incumbent on the Board of QRL to place before you, the Members, the responsibility that the Toowoomba Trainers Association, Mr Dann, Mr Wagner and Mr Wells, has through their actions placed upon you. In any normal rational situation, these decisions are the responsibility of your duly elected Committee.

The position of a positive vote will see QRL allocate \$10 million to undertake the following capital works:

- Conversion of the course proper to a all weather synthetic surface, and associated cambering and realignment
- Regenerating both dams and lining with the latest dam liner
- Sealed service ambulance road
- Sealed horse walkways
- Upgrade of existing lights to international standards
- Retention of the Saturday night racing programme
- Allocation of a metropolitan status meeting for Weetwood, and

Racing will be suspended from 11 February 2009 – 11 July 2009, however, this closure is likely to be longer, due to the delays caused by the Toowoomba Trainers' Association action. No decision can be made, until the outcomes of the various meetings are finalised.

CONVERSELY, SHOULD A NEGATIVE VOTE BE CAST THE FOLLOWING WILL APPLY:

Race date schedule will not be altered and Toowoomba will be closed from 11 February 2009 – 11 July 2009


- All 57 TAB race meetings will not be returned to Toowoomba
- QRL will proceed to recoup the costs already expended on the project, including the removal of the cushion track stockpile
- QRL will require the TTC to upgrade the course proper to a suitable standard, at the Clubs expense
- QRL will not allow racing at Toowoomba on a sub-standard track, including feature races
- QRL will require TTC to upgrade the lights to an acceptable standard, estimated at \$1 million at the Club's expense
- The funding for the lighting and cushion track will be offered to another club, and
- The ongoing allocation of future race dates will be considered, depending on the condition of the track.

The decision to offer the TTC the opportunity to upgrade and be realistic with its expectations in light of the physical constraints of water and land space were made in good faith and after long and comprehensive consideration, including extensive consultation.

The contents of this letter are not new; they have been in the public domain for a considerable period of time and were expressed at the information meetings that were conducted at the TTC.

I trust that the forgoing information will assist you in being fully informed on this vital decision for your Club. As I have outlined above, you need to be fully aware of the ramifications of a negative vote.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'RG Bentley', written over a horizontal line.

RG Bentley
Chairman



TOOWOOMBA TURF CLUB
Clifford Park Race Course

Hursley Rd Toowoomba Q 4350 PO Box 6037 Toowoomba West Q 4350
Phone (07) 4634 6066 Fax (07) 46331256

Dear Member,

I wrote to you recently to inform you of issues surrounding the possible installation of a synthetic track on the number one course at Clifford Park. A copy of that letter dated 21.5.08 is attached.

In that letter I outlined the concern of mine and my committee in regard to the future of racing in Toowoomba, given the ever reducing level of the town's water supply and the temporary nature of the club's water license. In response to my invitation in that letter, I personally received several verbal responses from members – all in favour of proceeding with the synthetic track project.

Despite the committee's preference to conduct meetings on a grass track, we obviously continue to have serious doubts on the club's ability to guarantee the current annual 57 meetings scheduled by Queensland Racing Limited (QRL), but more especially the approximate 70 future meetings indicated by QRL in their letter to the club dated 6.5.08.

Since the date of my previous letter, we have received a Letter of Offer in regard to the Synthetic Track from Queensland Racing Limited. A copy of that letter of offer dated 28 May 2008 is enclosed and I would invite you to read the details of the offer.

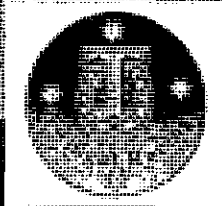
As chairman of this club, I have always taken steps to involve members and stakeholders in regard to major issues; such as the decision to install lights for twilight racing at Clifford Park and full TAB status for the club. In regard to the synthetic track, as well as my previous letter to members, I have conducted a number of meetings with local trainers.

While there are some people agitating for the retention of the grass surface on the number one course, they are often either not well informed or focus on emotional issues rather than the issues that will ultimately determine the future of racing at Clifford Park.

Nonetheless, before a decision is made in regard to the letter of offer from QRL, I am inviting members to indicate to the committee their opinion on this important issue. I'd ask you to give careful consideration to the information that has been supplied to you and indicate on the enclosed form how you believe the future of racing at Clifford Park can be best secured.

Regards,

NC Stewart
CHAIRMAN



TOOWOOMBA TURF CLUB

Clifford Park Race Course

Burley Rd Toowoomba Q 4330 PO Box 601 Toowoomba West Q 4330

Phone (07) 4634 4064 Fax (07) 46311256

Thursday, May 22, 2008

Dear Member

My committee and I would like to keep you informed of the developments concerning the possible installation of a synthetic track surface at Clifford Park.

Our decision to negotiate the use of an off-site bore in Nelson Street and the purchase of a prime mover and trailer has to this point enabled our club to continue racing on our number one grass track. For approximately the past two years the truck and trailer have made 6 trips a day to provide much needed water for our dams to be used in our irrigation system. Despite this, the lack of significant rainfall to supplement our water supply has meant an inconsistent grass cover leading to a number of cancelled meetings following modest rainfalls.

We are currently operating on a temporary bore license from DNR for the Nelson Street site with regular applications having to be made to request a further extension. There is by no means any guarantee that we will continue to be granted a license to access water from this bore site. In any case, the land is earmarked for future development and may no longer be available for the club to access. The club recently spent \$20,000 sinking a bore hole on racecourse land that came up dry. A number of previous attempts had the same result.

The Toowoomba Turf Club currently has 57 scheduled race meetings during the year. Given the scarcity of water, this in itself places a huge strain on the number one grass track. Any additional scheduled meetings would likely be unable to be fulfilled.

The Saturday twilight racing slot currently filled by Toowoomba is a coveted one on the Queensland racing program. The Chairman of Queensland Racing Limited has informed me that QRL plans to schedule both Thursday and Friday twilight meetings in addition to the current Saturday twilight spot. The TTC cannot afford to take our current Saturday slot for granted, as the recent installation of a synthetic track and lighting system at the Sunshine Coast Turf Club would allow them to conduct unlimited twilight meetings on this surface in addition to their regular Sunday grass track meetings.

Queensland Racing has told us that the installation of a synthetic track at Clifford Park of a full 20 metres in width would see our scheduled race meetings increased to approximately 75 each year. This would result in approximately \$2m more prizemoney to be shared mostly by local trainers and owners as well as the economic advantage of racing on a surface not adversely affected by inclement weather conditions.

The Cushion Track synthetic surface installed at the Sunshine Coast has been subjected to close scrutiny by industry participants and commentators and to this date has received high praise from all quarters. The same product would be installed at Clifford Park and QRL has given a seven year guarantee on the life of the surface. I have personally inspected the cushion track surface at Caloundra as have other members of my committee, and members of our club should take the time to visit the Sunshine Coast to form their own opinion.

Like most members, I would prefer to keep the grass as the number one track and install a synthetic number two track for trackwork and occasional race meetings. The exploration of this option resulted in an insufficient circumference of the synthetic track to enable regular showcase racing on the surface. To this end, the committee also explored the possibility of acquiring property to the western side of the course to enable expansion of the racetrack. It must also be remembered that the \$4 million being provided by the Queensland Government towards the cost of the synthetic track at Clifford Park has been granted on the basis of our track being drought-proofed, and the retention of the number one grass for regular racing would not achieve this goal.

The stark reality is that with Toowoomba's dams at levels of a mere 12% capacity, water is simply not available to maintain a number one grass track that will take Clifford Park into the future and allow it to increase its number of scheduled race meetings to satisfy a local, national and fast growing international market that is suited to the twilight time slot. During the last quarter our club received a \$14,000 international product fee cheque from Sky Channel under our international product agreement and the proposed increase in meeting numbers will add to this revenue stream for the benefit of the club and its members.

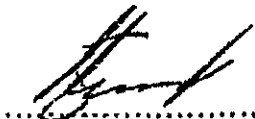
In addition to the \$4m from the State Government, QRL has committed to a further \$6m to ensure that the synthetic track development would also include a new state of the art lighting system to replace our current aging lighting system as well as the installation of a service road and upgraded number two grass inside the synthetic track to be used for trackwork and barrier trials. This is a huge commitment by QRL and confirms their confidence and support for future racing in Toowoomba.

During the recent period of negotiations and fact finding the club has spent a minimum amount of money on training track maintenance. However, it should be stated that our club will be forced to spend significant amounts of money in the near future to upgrade both the sand and woodchip training tracks in addition to the number one grass track in the event of retaining a grass course proper.

In a further vote of confidence by QRL in Toowoomba, they have commissioned the preparation of a master plan by a firm of architects at a cost of approximately \$30,000 to illustrate a complete upgrade of racing and public facilities at Clifford Park. The funding for such a major project would require support from the Queensland Government in addition to funds able to be provided by the club.

If you ever have any queries in regard to this matter, I would be pleased to hear from you or any member of our club. In the meantime, please be assured that my committee and I will not take any decisions lightly and will always have the future of racing at Clifford Park as our main priority.

Sincerely



Neville Stewart
Chairman



28 May 2008

Mr Neville Stewart
Chairman
Toowoomba Turf Club
PO Box 6037
TOOWOOMBA WEST QLD 4350

Queensland Racing Limited
ABN 93 116 735 374
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@queenslandracing.com.au
W www.queenslandracing.com.au

By Facsimile: (07) 4633 1256
Original by Post

Dear Mr Stewart

**RE: LETTER OF OFFER - SYNTHETIC TRACK - CLIFFORD PARK
RACECOURSE, TOOWOOMBA**

Purpose

The purpose of this Letter of Offer (Letter) is to outline to the Toowoomba Turf Club (TTC), Queensland Racing Limited's (QRL) offer in relation to the development and construction of a Synthetic Training Track, including associated services, at Clifford Park Racecourse, Toowoomba (Project).

This Letter will describe in detail, what services will be provided by the TTC and QRL and will outline the process that is required to enable the installation of a Synthetic Track at Clifford Park.

I advise that this Letter can only be varied by written agreement between the TTC and QRL.

Obligations of QRL

QRL will take all reasonable steps to provide the following components to the TTC:

- A 20 metre wide 'Cushion Track' (CT) to replace the existing course proper at Clifford Park
- 11,500 tonne of CT material

- Civil construction work associated with the 20 metre wide CT, which includes:
 - (a) Sub-Base
 - (b) Drainage
 - (c) Concrete Kerbing inside and out, and
 - (d) Laying of Fabric between drainage layer and CT material
- Upgrade of existing lights to TAB standards
- Development of a sealed service road on the immediate inside of the new 20 metre wide CT maximum width 5 metres wide
- New running rail both inside and out
- One (1) 90hp tractor for use on the maintenance of the CT
- One (1) 'Track Groom' for the maintenance of the CT
- One (1) 'Power Harrow' for the maintenance of the CT
- One (1) 'Gator' for the maintenance of the CT
- Drainage works on the outside of the "CT" to ensure no run-off onto the CT
- Drains to divert water, that has drained through the CT to local storage
- Clean walkway surface leading onto the CT entrance - pathway only
- One (1) electrical conduit and one (1) general conduit (if required), at the winning post, 200m, 400m and 600m for sectional timing
- A Project Manager (PM) engaged by QRL to manage the development and construction of the Synthetic Track, including associated services of the Project
- 100% of the design costs for the CT and service road only
- 100% of the engineer costs to oversee the design and construction of the CT only
- The provision of a site office to be utilised by the PM and relevant contractors for the duration of the Project, and

- The associated costs in relation to the preparation of a practical and affordable inception¹ master plan for the Project.

Obligations of the TTC

The TTC will take all reasonable steps to provide the following components to QRL:

- A asphalted 'mixing operation area' to store and mix CT footing, of not less 1600 sq^m by 1 July 2008
- A suitable area for the civil contractor to warehouse its machinery
- Access to the facility for all construction staff and any QRL staff or contractor
- Facilities to conduct seminars with local stakeholders, including refreshments
- Provide electronic sectional timing equipment for 200, 400 and 600 metre timing
- Assistance of TTC staff to the PM, contractor and engineers on locating any services that may be with grounds
- Assistance of TTC staff during construction with restricting horses access to certain areas during training times, and
- A nominated person to represent the TTC for QRL contractors to deal with and attend site meetings.

Engagement of Contractors

QRL will engage the PM, engineers and all relevant contractors necessary for the completion of the Project.

The PM, engineers and contractors will only act in response to written variations by QRL in relation to the Project.

Service Level Agreement

On completion of the Project, the TTC is to enter into a Service Level Agreement (Agreement) with QRL for the delivery of maintenance services of the Synthetic Track.

¹ Inception – including assessment of the TTC's needs and development of solutions by way of feasibility studies, preliminary budgets and programs, value engineering and consideration of funding options.

The delivery of maintenance services at the Synthetic Track will be pursuant to the terms and conditions of the Agreement, the Maintenance Schedule and the warranty and guarantees between QRL and Equestrian Services International Ltd.

This Agreement document will describe in detail, how the services will be provided, the responsibilities of the Parties, review and dispute mechanisms, and termination arrangements.

Commencement of Project

The following process is required in order to enable the Project to commence:

- The TTC to execute and return this Letter
- QRL to enter into a Contract of Purchase with Equestrian Surfaces International Ltd for CT materials
- QRL to seek quotes from TTC preferred designers and engineers, and compare with QRL current quotes
- QRL to engage Design Engineers (DE) and a PM – relevant contracts and agreements to be entered into
- The TTC to provide an asphalted 'mixing operation area' to store and mix CT footing, of not less 1600 sq^m by 1 July 2008
- The TTC to advise QRL of their club representative for all meetings
- The TTC to advise QRL of their nominated contact person for the Project
- QRL to arrange an initial meeting with QRL, the TTC, the PM and the DE
- The DE to provide initial inception master plan drawings, including the allocation of drainage
- QRL and the PM to have initial meetings with select Civil Contractors
- QRL, the TTC, the PM and the DE to agree and sign off on final master plan
- Final master plan to be sent to the Civil Contractors for final costs
- The PM to provide QRL and the TTC with final Project time frames, and

- Civil Contractors and Equestrian Surfaces International Ltd to commence works on site at Clifford Park.

Confidentiality

The TTC must not, without the consent in writing of QRL, divulge or make known any matter in connection with the Project other than as necessary for the proper performance of their duties and obligations under this Letter.

Acceptance of Offer

Should the TTC accept the terms of this Letter, please execute the **attached** copy and return to Ms Shara Murray of this Office by **close of business, Friday, 30 May 2008**.

Should you wish to discuss this Letter further, please do not hesitate to contact myself on 0419 964 210, Mr Reid Sanders on (07) 3869 9755 or Ms Shara Murray on (07) 3869 9712.

Yours faithfully



RG BENTLEY
Chairman

I, **Neville Stewart**, being a duly authorised officer of the Toowoomba Turf Club Inc, agree with the terms and conditions of this Letter of Offer in relation to the development and construction of a Synthetic Training Track, including associated services, at Clifford Park Racecourse, Toowoomba.

Signature:.....

Capacity:.....

Date:.....

Signature of Witness:.....

Name of Witness:.....

Date:.....



March 23, 2010

Mr Col Zeller
Chairman
Toowoomba Turf Club
PO Box 6037
Toowoomba West, QLD 4350

Queensland Racing Limited
A.B.N. 93 116 735 374
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@queenslandracing.com.au
W www.queenslandracing.com.au

Dear Col,

Re: Invoice for Extension of Chute and Costs Incurred for the maintenance of the cushion track

With reference to the letter dated September 4, 2009 to the Toowoomba Turf Club, QRL has made the decision to charge the Toowoomba Turf Club for the costs incurred by Queensland Racing Limited (QRL) relating to the extension of the 350m chute during the construction of the cushion track and the additional costs incurred in the maintenance of the track since opening.

To date, QRL has incurred the following expenditure relating to the construction of the track, along with the ongoing costs of maintenance:
Please find enclosed the invoice relating to

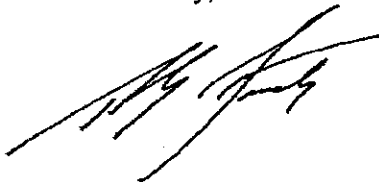
	\$ (excl GST)
Total Track Development and Upgrade Costs (as at 30/6/09)	10,988,914.99
Additional costs incurred for Cushion Track (1/7/09 to 23/3/10)	903,465.21
Total Costs of Installing and Maintaining Track Paid by QRL	\$11,892,380.02
Less Current Invoice	(507,387.62)
Total Amount Receivable by QRL	\$11,384,992.24

Please note that while payment of \$507,387.62 (excluding GST) is due in accordance with the QRL credit policy, we would require payment within thirty days prior to the amalgamation of the new control body.

A further invoice will be issued prior to the end of June 2010, for track maintenance costs up to that date. These costs are forecasted to be in the vicinity of \$73,580. Going forward these costs will be invoiced quarterly estimated to be in the vicinity of \$40K per quarter.

Should you require any further assistance in relation to this matter, please feel free to contact me on either 3869 9702 or acarter@queenslandracing.com.au

Yours sincerely,

A handwritten signature in black ink, appearing to read 'RG Bently', with a stylized flourish at the end.

RG BENTLY
Chairman

Cc: Ms Shara Murray, QRL, Corporate Counsel/Company Secretary
Mr T. E. Warren, Treasurer, Toowoomba Turf Club Inc.
Mr Adam Carter, QRL, Finance Manager



TAX INVOICE

23/03/2010

TOOWOOMBA TURF CLUB
PO BOX 6037
TOOWOOMBA WEST QLD 4350

Queensland Racing Limited
ABN 93 116 735 374
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 9304
E info@queenslandracing.com.au
W www.queenslandracing.com.au

INVOICE No. 06052086

QTY	DESCRIPTION	AMOUNT	GST	TOTAL
1	TTC ADDITIONAL TRACKCOSTS	0.00	0.00	
1	EXTENSION OF 350M SHUTE	273,376.10	27,337.61	300,713.71
1	ADD STOCKPILE	0.00	0.00	
1	CUSHION TRACK MATERIALS	90,800.02	9,080.00	99,880.02
1	EQUESTRIAN SURFACES	25,000.00	2,500.00	27,500.00
1	EMPLOYMENT OF STAFF	85,481.95	0.00	85,481.95
1	DEPRN OF EQUIPMENT	27,393.75	0.00	27,393.75
1	PETROL & MAINTENANCE	3,270.85	327.09	3,597.94
1	OTHER:	0.00	0.00	
1	UNIFORMS	454.54	45.45	499.99
1	STATIONERY	9.08	0.91	9.99
1	MOBILE PHONES	1,193.46	119.35	1,312.81
1	INTERNET	249.23	24.92	274.15
1	HEALTH & SAFETY	158.64	15.86	174.50

	AMOUNT	GST	AMT + GST
TOTALS	507,387.62	39,451.19	546,838.81

***** Please return remittance advice with payment *****

***** REMITTANCE ADVICE *****

TOOWOOMBA TURF CLUB
PO BOX 6037
TOOWOOMBA WEST QLD 4350

INVOICE DATE 23/03/2010
INVOICE No. 06052086
ACCOUNT CODE TCTOOW
INVOICE AMOUNT
INCLUDING GST ****546,838.81

PLEASE PAY THIS INVOICE AT YOUR REGIONAL OFFICE WITHIN 30 DAYS



6 September 2010

Mr Col Zeller
Chairman
Toowoomba Turf Club
PO Box 6037
Toowoomba West, QLD 4350

Racing Queensland Limited
A.B.N. 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Smdgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

Dear Col,

Re: Invoice for Extension of Chute and Costs incurred for the maintenance of the cushion track for the period 1 July 2010 to 31 August 2010

Reference is made to our correspondence dated September 4, 2009 and March 23, 2010 to the Toowoomba Turf Club in relation to the above matters. You will be aware that RQL deferred invoicing the TTC for the costs associated with both the chute and maintenance as discussions were ongoing in relation to a possible joint venture (JV) between the TTC and RQL. Given the recent decision of the TTC not to partner in a JV with RQL we are now in a position to finalise the outstanding financial matters that relate to the chute and maintenance costs. For the sake of clarity, the amounts now payable by the TTC to RQL relate to the inclusion of a chute at the request of the TTC and the costs associated with the maintenance of the Cushion track since the re-opening of the course.

To date, QRL and RQL have incurred the following additional expenditure as requested by the TTC committee relating to the construction of the track, along with the ongoing costs of maintenance:

	\$ (excl GST)
Outstanding 23 March 2010 Invoice (Invoice 06052086)	507,387.62
Outstanding 30 June 2010 Invoice (Invoice 01054991)	38,315.32
Current Invoice 31 August 2010 (Invoice 01055566)	24,899.50
Total Amount Receivable by RQL	570,602.44

Payment of invoices 06052086 dated 23 March 2010 for \$507,387.62 (excluding GST) and 01054991 dated 30 June 2010 for \$38,315.32 (excluding

GST) are due immediately. The 31 August 2010 invoice (01055566) of \$24,899.50 (excluding GST) is due in accordance with the RQL credit policy and is payable by 7 October 2010.

Please be advised that the outstanding amounts will be netted off against the monthly operational subsidy paid to the club until payment has been received in full from the Toowoomba Turf Club.

A further invoice will be issued by the 10th working day of the following month for all ongoing track maintenance costs which will be approximately \$20,000 per month in line with the RQL minimum standards.

In relation to the balance of the track installation and other projects at the club, RQL will in due course discuss the loan repayment and a repayment schedule with your committee.

Should you require any further assistance in relation to this matter, please feel free to contact Adam Carter on either 3869 9702 or acarter@racingqueensland.com.au

Yours sincerely,



RG BENTLEY
Chairman

Cc: Mr Aaron Clancy, Chief of Management, Toowoomba Turf Club
Ms Shara Murray, RQL, Senior Corporate Counsel/Company Secretary
Mr Adam Carter, RQL, Chief Financial Officer

TAX INVOICE



31/08/2010

TOOWOOMBA TURF CLUB
PO BOX 6037
TOOWOOMBA WEST QLD 4350

Racing Queensland Limited
A.B.N 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3289 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

INVOICE No. 01055566

QTY	DESCRIPTION	AMOUNT	GST	TOTAL
1	Salaries	15,290.52	0.00	15,290.52
1	Superannuation	1,376.14	0.00	1,376.14
1	Annual Leave	1,282.05	0.00	1,282.05
1	Sick Leave	641.03	0.00	641.03
1	Workers Compensation	171.23	0.00	171.23
1	Depreciation	6,087.50	0.00	6,087.50
1	Mobile Phones	51.03	5.10	56.13

	AMOUNT	GST	AMT + GST
TOTALS	24,899.50	5.10	24,904.60

***** Please return remittance advice with payment *****

***** REMITTANCE ADVICE *****

TOOWOOMBA TURF CLUB
PO BOX 6037
TOOWOOMBA WEST QLD 4350

INVOICE DATE 31/08/2010
INVOICE No. 01055566
ACCOUNT CODE TCTOOW
INVOICE AMOUNT
INCLUDING GST *****24,904.60

DIRECT DEPOSIT TO: NAB BSB:084-004 A/C: 173211930 REF: TCTOOW



HopgoodGanim

LAWYERS

Settlement Deed

Toowoomba Turf Club Inc. ABN 61 398 954 669 (TTC)

Racing Queensland Limited ACN 142 786 874 (RQL)

Contact - Brett Bolton, Special Counsel, b.bolton@hopgoodganim.com.au

Level 8 Waterfront Place, 1 Eagle Street
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F: +61 7 3024 0300

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Settlement Deed



Date

Parties

Toowoomba Turf Club Inc. ABN 61 398 954 669 (TTC)

Racing Queensland Limited ACN 142 786 874 (RQL)

Background

- A. The parties are currently involved in the Dispute.
- B. The parties have agreed, without admission of liability, to settle all Claims involved in the Dispute.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Associated Services means:

- (a) The 400 metre chute which forms part of the synthetic cushion racing track situated at the Clifford Park Racecourse in Toowoomba; and
- (b) The minimum stockpile of cushion track material which is kept at the Clifford Park racecourse for topping up purposes in access areas and chute areas (which TTC and RQL agree has a minimum cost of \$90,800.00 (excluding GST)).

Business Day means a day on which banking institutions generally are open in Brisbane but excluding Saturdays, Sundays and public holidays.

Claims includes all actions, suits, causes of action, arbitrations, debts, dues, costs, expenses, claims, demands, proceedings, complaints, objections, obligations, liabilities, interest, verdicts, orders and judgments either at law or in equity arising under a statute and whether or not the matter giving rise to those claims are known to the parties as at the date of this Deed.

Costs means any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever including all legal fees on a full indemnity basis, and whether calculated on a time charge basis or otherwise.

Dispute means:

- (a) whether the sum of \$6,054,232.40 (excluding GST) provided by RQL to TTC towards the costs of developing and constructing a synthetic cushion racing track (**cushion track**) at the Clifford Park Racecourse in Toowoomba was a grant or a loan;
- (b) whether TTC is obliged to pay RQL for ongoing maintenance costs and associated services RQL claims to have incurred in respect of the cushion track;

Settlement Deed



- (c) If TTC is obliged to pay RQL for those maintenance costs and associated services, the amount TTC is obliged to pay;
- (d) whether RQL was entitled to withhold payment of monthly operational subsidies to TTC from September 2010 to April 2011; and
- (e) whether TTC is to assume responsibility for all track repairs and maintenance costs and, if so, the terms on which that assumption of responsibility is to occur.

Equipment means the items listed in Schedule 1 of this Deed.

Execution Date means the day the last person to sign this Deed signs this Deed.

Full manufacturer's warranty means the same as, and identical to, the terms of the seller's warranties.

Government Body means:

- (a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;
- (b) any public authority constituted by or under a law of any country or political subdivision of any country; and
- (c) any person deriving a power directly or indirectly from any other Government Body.

Government Grant means the amount of \$5,583,531.00 (excluding GST) provided by the Queensland Government as a grant towards the costs of developing and constructing a synthetic cushion racing track at the Clifford Park Racecourse in Toowoomba.

GST has the same meaning given in the GST Law.

GST Law has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Legal Costs means costs incurred on a solicitor and client basis in respect of any work performed including costs associated with all conferences, meetings, court appearances and document preparation inclusive of GST.

Liabilities means any and all liabilities, debts or obligations, whether actual or contingent, present or future, qualified or unqualified or incurred jointly or severally with any other person. A reference to **Liability** has a corresponding meaning.

Operational Subsidy means the monthly subsidy granted by RQL to the TTC to assist the club in meeting its operational cash flows.

Policy means RQL's Policy on Spending by Non-Proprietary Licensed Clubs made on 1 July 2010.

Project means the development, construction, maintenance and repair of the synthetic cushion racing track and associated services at the Clifford Park Racecourse, Toowoomba in the State of Queensland.

Related Entity has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Related Person of a party to this Deed means that party's Related Entities and Representatives.



Representative means an officer, employee, contractor, attorney and agent.

Seller's warranty means the same as, and identical to, the terms of the full manufacturer's warranty.

Tax means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any Government Body together with any interest, penalty or fine on those amounts.

Tax invoice means a document that complies with the requirements of the GST Law for a tax invoice.

Track Repairs and Maintenance Costs means any costs incurred in the day-to-day servicing of the track and related assets. These costs may include, but are not limited to, the costs of labour and consumables.

Warranty means the seller's warranty provided by Cushion Track Australia Pty Ltd over the racetrack installation of the synthetic cushion racing track at Clifford Park Racecourse, a copy of which is annexed to this Deed and marked Annexure "A".

1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this Deed to:
- (1) this Deed or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
 - (5) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (6) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (7) money is to Australian dollars, unless otherwise stated;
 - (8) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words *include, including, such as, for example* and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this Deed.
- (e) A provision of this Deed must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of the Deed or the inclusion of the provision in the Deed.

Settlement Deed



- (f) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (g) If an act is required to be done on a particular day it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.3 Parties

- (a) If a party consists of more than one person, this Deed binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.
- (d) A party which is an undisclosed trustee is bound both personally and in its capacity as trustee.

2. Settlement of Dispute

2.1 RQL Grant

RQL:

- (a) Acknowledges that the sum of \$6,054,232.40 (excluding GST) it provided to TTC towards the development and construction of the cushion track was a grant; and
- (b) Unconditionally releases and discharges TTC from any claims it has or had or (but for the execution of this Deed) would or might have had to all or any part of those monies.

2.2 Settlement of Cushion Track Repairs and Maintenance Costs, Capital Costs and Associated Services

- (a) RQL has agreed with the TTC to settle the Dispute against the TTC on the terms set out in this clause;
- (b) The TTC will pay to RQL the sum of \$675,000.00 (including GST) (**the Settlement Sum**) in full and final satisfaction of RQL's claims against the TTC;
- (c) The parties acknowledge and agree that that the liability of the TTC referred to in subparagraph (b) has been discharged as a result of RQL's withholding from the TTC of the monthly operational subsidies otherwise due and payable by RQL to the TTC since September 2010;
- (d) The parties acknowledge and agree that as at 30 June 2011, RQL has withheld from the TTC an amount of \$841,957.60 (including GST) of operational subsidies otherwise due and payable by RQL to the TTC for cushion Track Repairs and Maintenance Costs, capital costs and Associated Services incurred;
- (e) RQL acknowledges and agrees that it has no claim to or interest in the Government Grant;
- (f) Upon Execution of this Deed, RQL will pay the TTC the sum of \$166,957.60 (including GST), being the balance of the total monthly operational subsidies withheld by RQL from the TTC less the Settlement Sum.



2.3 Purchase of Equipment

- (a) On 3 May 2011 the TTC purchased the Equipment from RQL for the sum of \$82,991.70 (including GST);
- (b) RQL surrenders, releases and waives any and all rights, title and interest to the Equipment, and agrees to sign all documents and do all other things necessary to transfer its right, title and interest in the Equipment to TTC;
- (c) RQL provided receipt of cleared funds to the TTC for the purchase of the Equipment;
- (d) RQL approved the TTC's expenditure of the amount necessary to purchase the Equipment, under RQL's Policy.

2.4 Assignment of Warranty

- (a) RQL has procured the assignment to TTC of the Warranty on the terms set out in an Assignment of Warranty document from Cushion Track Australia Pty Ltd, a copy of which is Annexure "A" to this Deed;
- (b) RQL agrees to (and to procure Cushion Track Australia Pty Ltd to) sign any other documents and do any other things necessary to perfect the assignment of the Warranty to TTC so that TTC has the same rights, benefits, privileges and obligations RQL has under the Warranty;
- (c) TTC warrants that, from the date of assignment of the Warranty, it will:
 - (1) Use its best endeavours to comply with the terms and conditions of the Warranty; and
 - (2) Observe and perform to the best of its ability the terms and conditions on which Cushion Track Australia Pty Ltd has consented to the assignment of the Warranty (as recorded in Annexure "A" to this Deed);
- (d) RQL warrants that the cushion track has been maintained in accordance with the manufacturer's specifications and that the warranty is in force as at the date of this Deed;
- (e) RQL warrants that the Warranty has never been called upon;
- (f) As per the conditions of the Assignment of Warranty document at Annexure "A" to this Deed, RQL will charge the TTC a \$500.00 (plus GST) service charge for each monthly inspection and report conducted by an RQL Officer;
- (g) RQL indemnifies (and will keep indemnified) TTC against any liabilities for any failure of RQL to observe and perform its obligations to maintain and repair the track (whether under the Warranty or otherwise) up to (and including) the date of this Deed;
- (h) From 1 April 2011, RQL will make available to TTC an RQL employee (presently intended to be Mr Trevor Woodham) until 24 June 2011 for the purpose of training TTC employees in all aspects of maintenance of the cushion track at a rate of \$40.00 per hour (excluding GST), at a maximum of 40 hours per week;
- (i) RQL will invoice TTC for the services provided by RQL's employee pursuant to subparagraph (f) hereof on a weekly basis;
- (j) TTC will pay RQL within seven (7) days of receipt of each invoice;



- (k) The parties agree that the maximum amount payable by TTC to RQL for each weekly invoice will be \$1,600.00 (plus GST).

3. Release and indemnity

3.1 Release and indemnity by TTC

TTC:

- (a) unconditionally and irrevocably releases and discharges RQL and RQL's Related Persons from all Claims, Liabilities and Costs which TTC now has, at any time had or but for this Deed might have had against RQL and its Related Persons (whether or not TTC was or could have been aware of those Claims, Liabilities or Costs) under or in connection with:
- (1) the Dispute;
 - (2) any allegations, matters or circumstances arising out of, or which are the subject of, the Dispute; and
 - (3) any thing in any way related to the Dispute; and
- (b) irrevocably indemnifies and agrees to keep indemnified RQL and RQL's Related Persons from and against all Claims, Liabilities and Costs which TTC now has, at any time had or but for this Deed might have had against RQL and its Related Persons (whether or not TTC was or could have been aware of those Claims, Liabilities or Costs) under or in connection with:
- (1) the Dispute;
 - (2) any allegations, matters or circumstances arising out of, or which are the subject of, the Dispute; and
 - (3) any thing in any way related to the Dispute.

3.2 Release by RQL

RQL:

- (a) unconditionally and irrevocably releases and discharges TTC and TTC's Related Persons from all Claims, Liabilities and Costs which RQL now has, at any time had or but for this Deed might have had against TTC and its Related Persons (whether or not RQL was or could have been aware of those Claims, Liabilities or Costs) under or in connection with:
- (1) the Dispute;
 - (2) any allegations, matters or circumstances arising out of, or which are the subject of, the Dispute; and
 - (3) any thing in any way related to the Dispute; and
- (b) irrevocably indemnifies and agrees to keep indemnified TTC and TTC's Related Persons from and against all Claims, Liabilities and Costs which RQL now has, at any time had or but for this Deed might have had against TTC and its Related Persons (whether or not RQL was or could have been aware of those Claims, Liabilities or Costs) under or in connection with:



- (1) the Dispute;
- (2) any allegations, matters or circumstances arising out of, or which are the subject of, the Dispute; and
- (3) anything in any way related to the Dispute.

3.3 Bar to action

The releases contained in this clause 3 may be pleaded as a bar to any Claim brought, commenced or continued by or on behalf of the parties or any of their Related Persons in respect of the Dispute except for an action for breach of, or enforcement of, this Deed.

3.4 Third party beneficiaries

To the extent that:

- (a) the release in clause (a) or the indemnity in clause (b) is of, or for the benefit of, any Related Persons of TTC the parties agree that:
 - (1) TTC has sought and obtained that release and indemnity as agent for and on behalf of its Related Persons and holds the benefit of that release and indemnity as trustee;
 - (2) TTC may enforce the release or indemnity for and on behalf of its Related Persons and for their benefit; and
 - (3) the Related Persons of TTC may plead this Deed as a bar to any Claim brought against them by RQL; and
- (b) the release in clause (a) or the indemnity in clause (b) is of, or for the benefit of, any Related Persons of RQL the parties agree that:
 - (1) RQL has sought and obtained that release and indemnity as agent for and on behalf of its Related Persons and holds the benefit of that release and indemnity as trustee;
 - (2) RQL may enforce the release or indemnity for and on behalf of its Related Persons and for their benefit; and
 - (3) the Related Persons of RQL may plead this Deed as a bar to any Claim brought against them by TTC.

4. Warranties

Each of TTC and RQL represents and warrants for the benefit of the other that:

- (a) it has taken, or has had the opportunity to take, independent legal advice as to the nature, effect and extent of this Deed;
- (b) neither party nor the Related Persons of either party have made any promise, representation or inducement or been party to any conduct material to the other party entering into this Deed other than as set out in this Deed; and
- (c) each party is aware that the other is relying on the warranties in this clause 4 in executing this Deed.



5. Notices

5.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient in clause 5.4 of this Deed or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

5.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

5.3 Time

If a notice is sent or delivered in the manner provided in this clause 5.3 it must be treated as given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (1) in Australia to an Australian address the second Business Day after posting; or
 - (2) in any other case on the 10th Business day after posting;
- (c) facsimile, when a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee;

but if delivery is not made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

5.4 Initial details

The addresses and numbers for service are initially:

Settlement Deed



TTC

Address: Clifford Park Racecourse, Hursley Road, Toowoomba QLD 4350

Facsimile: (07) 4633 1256

Electronic Mail: aaron@toowoombaturfclub.com

Attention: Mr Aaron Clancy

RQL

Address: Racecourse Road, Deagon QLD 4017

Facsimile: (07) 3269 9043

Electronic Mail: smurray@racingqueensland.com.au

Attention: Ms Shara Murray

5.5 Changes

A party may from time to time change its address or numbers for service by notice to each other party.

6. GST

- 6.1 Unless expressly stated to the contrary all amounts expressed in this Deed are exclusive of GST.
- 6.2 If a party (the Supplier) is obliged under the GST Law to pay an amount of GST for a taxable supply made by the Supplier to another party (the Recipient) under this Deed, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- 6.3 The Recipient must pay the amount referred to in clause 6.2, and any interest, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.
- 6.4 If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by this clause 6.
- 6.5 If an adjustment event arises for a Taxable Supply under clause 6.2 of this Deed, the amounts required to be paid must be recalculated (the Recalculated Amount) and the Recipient must pay the Supplier the Recalculated Amount.
- 6.6 Where a party is required to pay for or reimburse an expense or outgoing of another party, the amount required to be paid or reimbursed is the amount of the expense or outgoing less any input tax credits to which the other party, or the representative member of a GST group to which they belong, is entitled.

7. Governing law and jurisdiction

7.1 Governing law

This Deed is governed by and construed in accordance with the laws of Queensland.



7.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause (a)

8. Confidentiality

Each party must not disclose the contents or terms of this Deed or any information or documents received by it in connection with the negotiation or terms of this Deed without the prior written consent of each other party unless:

- (a) disclosure is permitted by the express terms of this Deed;
- (b) the information is available to the public generally (except as a result of a previous breach of this clause 8);
- (c) that party is required to make the disclosure by law; or
- (d) the disclosure is made on a confidential basis to the representatives or professional advisers of that party for the purpose of obtaining advice.

9. Miscellaneous

9.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

9.2 Legal effect

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a Deed. Each party executes this document with the intention that it will be immediately legally bound by this document.

9.3 Merger

If the liability of a party to pay money under this Deed becomes merged in any Deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that Deed, judgment, order or other thing at the higher of the rate payable under this Deed and that fixed by or payable under that Deed, judgment, order or other thing.

9.4 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this Deed is excluded to the extent permitted by law.

Settlement Deed



9.5 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this Deed or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

9.6 Remedies cumulative

The rights and remedies under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

9.7 Severability

If anything in this Deed is or is determined to be unenforceable, illegal, voidable or void in a jurisdiction then it is severed for that jurisdiction and the rest of this Deed remains in full force and effect in all other jurisdictions.

9.8 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this agreement and the transactions contemplated by it.

9.9 Costs

Each party is responsible for all its own Costs incurred in the negotiation of, and the performance of, this Deed including, without limitation, legal costs.

9.10 Taxes

RQL must:

- (a) pay all Taxes which may be payable or determinable in connection with the execution, delivery, performance or enforcement of this Deed or any payment or receipt or of any transaction contemplated by this Deed; and
- (b) indemnify TTC against any liabilities resulting from any delay or omission by RQL to pay any Taxes.

9.11 Time

- (a) Time is of the essence of this Deed.
- (b) If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this Deed.
- (c) An agreement to vary a time requirement must be in writing.

9.12 Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

9.13 Waiver

- (a) A party's waiver of a right under or relating to this Deed, whether prospectively or retrospectively is not effective unless it is in writing and signed by that party.

Settlement Deed



- (b) No other act, omission or delay by a party will constitute a waiver of a right.

9.14 Counterparts

This Deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this Deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
- (b) emailing a pdf (portable document format) copy of;
the executed counterpart to that other party.

9.15 Whole agreement

This Deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this Deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

Settlement Deed



Schedule 1

Item	Cost	Depreciation	Written down value
Tyre roller	\$4,000.00	\$0.00	\$4,000.00
40 foot container	\$3,710.00	\$587.00	\$3,123.00
2 x Track Masters	\$43,900.00	\$6,950.00	\$36,950.00
1 x Power Harrow	\$29,275.00	\$4,635.00	\$24,640.00
Clegg Hammer	\$8,000.00	\$1,266.00	\$6,374.00
Total	\$88,885.00	\$13,438.00	\$75,447.00

Settlement Deed



Annexure "A"

[TERMS AND CONDITIONS OF CUSHION TRACK AUSTRALIA PTY LTD'S CONSENT TO
ASSIGNMENT OF WARRANTY TO BE ANNEXED]



CUSHION TRACK

AUSTRALIA PTY LTD

Assignment of Warranty Relating to Cushion Track Synthetic Surface at Clifford Park Racecourse, Toowoomba

Cushion Track Australia Pty Ltd (CTA) hereby agrees to assign the 'Warranty' (Appendix 1, Warranty extract) contractually agreed with Queensland Racing Limited (now known as Racing Queensland Limited (RQL)) on 31 October 2008 to Toowoomba Turf Club (TTC), subject to compliance with the following conditions. Failure to comply with the terms of this agreement will invalidate the Warranty.

Warranty Commencement Date – 1st June 2009.

Warranty Conclusion Date – 31st May 2016.

Conditions of Warranty:

- TTC to provide a minimum of one (1) full time staff and two (2) part time staff to be trained in all aspects of maintenance (Appendix 2, Maintenance Schedule) to the Cushion Track.
- TTC to provide one (1) full time staff member to take responsibility for the Cushion Track rigidly.
- That TTC continue to gather all statistical information (Appendix 3, Data Collection) and that this will be made available to CTA and RQL on a weekly basis.
- TTC agrees to a RQL official undertaking a monthly inspection of the surface on a continuing basis and that following this inspection a full report will be furnished to CTA, RQL and the TTC.
- That TTC agrees to fund all costs associated with a representative from CTA undertaking periodic reviews of the surface in conjunction with TTC and RQL. Thereafter this review, CTA

Cushion Track Australia Pty Ltd
www.cushiontrackfooting.com



Chaudhary and Company Accountants
2 Silky Oak Way
Albany Creek
QLD 4035
Email: info@cu@cushiontrackfooting.com

will provide a comprehensive report and that any recommendations will be adopted by the TTC.

- The frequency of the above reviews would be twice yearly, until the expiry of the Warranty. These reviews will be held in conjunction with CTA's visit to Corbould Park, Caloundra - the charge for each inspection will be AUD\$ 5,000-00 respectively to RQL and the TTC. Once inspections at Corbould Park, Caloundra have expired, the charge for each inspection at Clifford Park, Toowoomba will be AUD\$ 10,000-00, until the expiry of the Warranty.

EXECUTED by Parties

Cushion Track Australia Pty Ltd hereby agrees to the assignment of Warranty

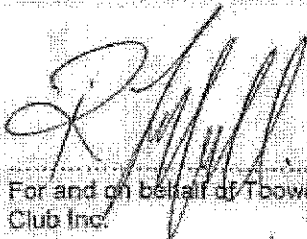
Date 29th JUNE 2011



Paul Harper - Managing Director
Cushion Track Australia Pty Ltd

Toowoomba Turf Club Inc. hereby understands and agrees to the above conditions relating to the assignment of Warranty

Date 30 - June 2011



For and on behalf of Toowoomba Turf Club Inc.

Appendix 1 - Warranty

627050000 1

'The Period' means the period of seven (7) years commencing from the Completion Date.

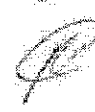
4. SELLER'S WARRANTIES

4.1 The Seller warrants and covenants that:

- (a) It will sign-off on all works and materials in relation to the foundation prior to commencement of the laying of the Product.
- (b) It will supervise all aspects of the installation of the Cushion Track Footing at the Track.



- (c) It will obtain the specifications of the tractors and the tyres required for the tractors that will be used to maintain the Product.
- (d) It will provide a person of its Entity to be available for the first two (2) weeks to facilitate on-site training in the use of maintenance equipment and various maintenance procedures. As at the Completion Date, it will provide over an eight (8) week period, two (2) follow-up support training sessions and general observations of the use of the Track.
- (e) It will provide the Buyer with a range of presentation material for a PowerPoint Presentation that can be used by various Media Outlets, including free to air TV and any other presentations conducted by the Buyer.
- (f) It will provide Batch Testing Reports to the Buyer as they become available. The Batch Testing will be undertaken during the Batching Process.
- (g) The Product will be laid onto the Track to a depth of 175mm, which will be suitable for both training and racing.
- (h) As at the Completion Date, the Product installed will be of the highest quality.
- (i) As at the Completion Date, the level of kick-back will be minimal and will not be detrimental to either horse or rider, even during warmer periods and it will not impede performance or safety.
- (j) As at the Completion Date, the Product will require minimal irrigation as per the Maintenance Schedule.
- (k) As at the Completion Date, it will conduct quarterly inspections and provide full reports to the Buyer during the Period.
- (l) As at the Completion Date and for the Period, the Product is in accordance with its Specifications, and it is suitable for its Intended Use.
- (m) It will advise the Buyer in writing within seven (7) days as to any deviations in maintenance from the Maintenance Schedule.
- (n) During the Period, it agrees to inspect and remedy any defects in the Product installed by rectification or replacing



defective Product or such part of the installed Product without a charge or cost to the Buyer.

- (c) The Seller warrants that for the Warranty period (7 years) it will be responsible to maintain the Wax Content of the Cushion Track Footing at not less than 75% of the original Wax Content as qualified by The Batch Testing Process at the date of installation.

Appendix 2 – Maintenance Schedules

CUSHION TRACK

Australia Pty Ltd.

Clifford Park Racecourse, Toowoomba

Maintenance Procedure

Authorising member of staff – Paul Harper

Track Master Settings	
T Setting	
T/M 1	Set tines to achieve a penetration of approx. 50mm.
T/M 2	Set tines to achieve a penetration of approx. 50mm.
R Setting	
T/M 1	Set tines to achieve a penetration of approx. 20mm.
T/M 2	Set tines to achieve a penetration of approx. 20mm.

Pre-Maintenance Checklist	
Stage	Procedure
Preparation 1	Greasing bearings on T/M.
Preparation 2	Check wear and tear on tines. Inspect tightness of tines and nuts and bolts of all linkages. Remove all fibre and wax daily from tines.
Preparation 3	Set tines to recommended depth
Preparation 4	Apply T/M on 450m chute to check depth of tines. Readjust tine depth as required to T or R settings as required.

Maintenance Program	
Event/ Circumstance	Maintenance Procedure
Training	Collect droppings after training. Apply T setting. Harrow until satisfactory performance characteristics achieved.
Trials	As training above. Collect droppings after trials prior to maintenance.
Racing	Apply Track Master at R setting to achieve a minimum Clegg reading of 7.0. Tyre roll as necessary to achieve firmness applying Track Master at R setting. During races, apply light maintenance only if required, subject to condition of surface. Light maintenance at R setting or by tyre roller may be necessary between races at discretion of track manager. Collect droppings after racing, prior to maintenance.
Post Racing	Apply Track Master with tines set to T setting. Power Harrow only if Clegg reading exceeds 8 and surface temperature exceeds 40°C. Depth of tines to vary between 7 – 14 cm to avoid panning.
Heavy Rain	Do not power harrow if heavy rain is forecast or during heavy rain.

General Notes:

- Apply maintenance equipment during warmer time of day for best result
- All droppings must be removed prior to using maintenance equipment.
- Alternate clockwise and anticlockwise rotation daily, moving from inside to outside.
- Start from different areas each day.
- Tines to be cleaned of fibre and wax daily.
- It is imperative that tines are adjusted daily to recommended depth prior to maintenance. Do not disturb the mat of the surface which has been formed.
- Collect required data daily (see 'Data Collection' sheet).
- Power Harrow only with relevant authorisation and only following depth checks for consistency of depth.

CUSHION TRACK

Australia Pty Ltd.

Clifford Park Racecourse, Toowoomba

PREVENTATIVE MAINTENANCE

MONTHLY

Depth checks over entire surface to ensure uniform depth

Particular attention to be given to vulnerable areas such as start of chutes, inside rail and access points

Adjust where needed moving from deeper areas to shallower areas

Top up from stockpile where necessary

Visually check all areas particularly access points for contamination

Remove and replace contaminated material

Deep power harrowing at maximum depth to restore consistence of Cushion Track if necessary

Appendix 3

DATA COLLECTION

The following data is to be collected and emailed daily to:

Philip Bond – bond@equestriansurfaces.co.uk

Clegg reading morning & afternoon

Ambient temperature morning & afternoon

Surface temperature morning & afternoon

Prevailing weather conditions, sunny, overcast, rain

Number of horses on track

Daily rainfall



CUSHION TRACK

AUSTRALIA PTY LTD

Racing Queensland Ltd
Racecourse Rd
Deagon
QLD
4017
Australia

29th April, 2011

Dear Sirs

In connection with the Assignment of Warranty at Clifford Park Racecourse from Racing Queensland Limited to Toowoomba Turf Club, Cushion Track Australia acknowledge that Racing Queensland has maintained The Cushion Track Synthetic Surface in line with the manufacturer's specification since its installation and that the full manufacturer's warranty remains in place for the track.

Yours faithfully

Paul Harper

Cushion Track Australia Pty Ltd

Cushion Track Australia Pty Ltd
www.cushiontrackfooting.com



in association with
**EQUESTRIAN
SURFACES**

Chaudhary and Company Accountants
2 Silky Oak Way
Albany Creek
QLD 4035
Email: infoau@cushiontrackfooting.com

Settlement Deed

(hg)

Signing page

Executed as a deed by Mowoomba Turf Club
Inc. ABN 61 398 851 889

Duly Authorised Officer

CHAIRMAN

ROBERT ARTHUR FRABILL

Print full name of Duly Authorised Officer

Witness

Aaron Clancy

Print full name of Witness

Executed as a deed by Racing Queensland
Limited ACN 142 786 874

Director

ROBERT GEOFFREY BENTLEY

Print full name of Director

Secretary

SHARA LOUISE MURRAY

Print full name of Secretary

QUOTATION

Annexure "F"

Boral Asphalt
Boral Bitumen

ATT
TASH
UPDATED QUOTE

BORAL RESOURCES (QLD) PTY LIMITED
ABN 46 009 671 809

Industrial Avenue
Wilsons Point 4350
Telephone (07) 4634 5955
Facsimile (07) 4634 6090
www.boral.com.au

TOOWOOMBA TURF CLUB
HURLEY ROAD
TOOWOOMBA QLD 4350

Quote Number: T2592.01
Date: 1 JUL 2008

Attention: NEVILLE STEWART

Phone: 07 4634 6066
Fax: 07 4633 1256

We have pleasure in submitting our quotation for works as detailed below. Should you require any further information please do not hesitate to contact our office.

Job Title ASPHALT CARPARK 2100M2 updated 25-5-09

Site Address HURLEY ROAD TOOWOOMBA
toowoomba

Description	Quantity	Unit	Rate(\$)	Amount(\$)
1. ASPHALT WORK 2100M2				
1.1 SUPPLY, CART, LAY AND COMPACT DG10 @30MM	150.00	TONNE	169.31	25,396.50
Sub Totals				25,396.50
Total				25,396.50

Standard Conditions:

The above rates and prices do not include any goods and services tax, however, any applicable goods and services tax will be added in accordance with, and subject to, the applicable GST law as defined in a New Tax System (Goods and Services Tax) Act 1999

The company will not be liable to the client for any damage to the asphalt pavement which is caused by chemical attack from naturally occurring ground conditions such as acid sulphate subgrades or imported fill, or groundwater with high acidity or alkalinity.

Due to inclement weather jobs programed may have to be moved to a later date with no cost to boral

Your attention is specifically drawn to the conditions on the reverse of page 1 hereof, which form part of this quotation.

Traffic control in accordance with D.M.R. - MUTCD (By accredited controllers) YOUR RESPONSIBILITY - (if required).

Number of visits allowed for Asphalt - 1

Our price is subject to mutual agreement of final program.

QUOTATION

Boral Asphalt
Boral Bitumen

Quote Number: T2592.01

Date: 1 JUL 2008

All work to be carried out in normal working hours Monday to Friday.

Quotation is based on site unseen, price may vary upon inspection.

No provision has been made for site allowances, induction costs or other. If applicable to be paid by you.

Our price is subject to Rise and Fall on Bitumen based products.

Due to inclement weather jobs programed may have to be moved to a later date with no cost to boral

Authorised by:

Name: TIM EVERETTSignature: [Signature]

I/We hereby acknowledge and accept this quotation and agree to the relevant terms and conditions as set out.

Name:

Signature:

Position:

Date:

Order No.:

(If applicable)

Page 2 of 2

CAIRNS
Annulter Street
Cairns 4870
(07) 4035 1933

TOWNSVILLE
616-622 Ingham Rd
Townsville 4814
(07) 4774 5102

MACIKAY
Ron Searle Drive
Outer Harbour 4740
(07) 4955 1508

ROCKHAMPTON
Lakes Creek Road
Rockhampton 4700
(07) 4934 8265

BUNDABERG
Production Street
Bundaberg 4670
(07) 4153 1071

HERVEY BAY
Lower Mountain Dr
Dundowran 4655
(07) 4128 7201

NARANGBA
Potassium Street
Narangba 4504
(07) 3203 1555

WEINSTANES
Challen Ave West
Weinstanes 4007
(07) 3258 8011

GOLD COAST
Lot 1, Bermuda St
Andrews 4219
(07) 5593 5488

TOOWOOMBA
Industrial Ave
Wilksonton 4350
(07) 4634 6955

**PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

ESTIMATE

SCHEDULE 'C' - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% Complete
1	Establishment of plant equipment and site base	1	Item	\$20,240.00	\$ 20,240.00	15
2	a) - Supply, installation and 12 month maintenance of sediment and erosion control devices with monitoring, reporting and administration of Environmental Management Plan (EMP) and directives outlined in the project drawings	1	Item	\$2,700.00	\$ 2,700.00	30
3	Construction survey and set-out	1	Item	\$14,400.00	\$ 14,400.00	25
4	Clearing, grubbing and mulching of areas subject to earthworks, as detailed, including stockpiling	1	Item	\$5,105.00	\$ 5,105.00	100
5	200 mm Stripping and disposal off site of topsoil	1100	cu.m	\$10.90	\$ 11,990.00	40
6	Earthworks in accordance with AS3798 (Solid Volumes) including excavation, load, cart, place, compact and trim as specified on detail design drawings: a) Cut to spoil off-site as directed by superintendent	1100	m ³	\$10.90	\$ 11,990.00	40
7	Compact and trim to profile as specified on detail design drawings: a) Carpark Subgrade	5500	sq.m	\$2.50	\$ 13,750.00	40
8	Removal of unsuitable ground (Solid Volume) including excavation, load, removal to nominated spoil area and replacement with approved fill material won from nominated supply source [Provisional Quantity]	50	cu.m	\$20.04	\$ 1,002.00	0
9	Proof-rolling of subgrade and base course gravels for Carpark	1	Item	\$1,050.00	\$ 1,050.00	20
10	25mm thick Asphaltic Concrete surfacing including supply, broom, prime coat, lay, compact and test a) Carpark	5000	sq.m	\$14.20	\$ 71,000.00	0

**PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

ESTIMATE

SCHEDULE 0 - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% Complete
11	Pavement material including supply, spreading, trim to profile and compaction to 100% standard AS1289 E1.1					
	a) Base Course Material					
	CBR 60 (Type 2.1 soaked) - 125mm thickness	625	cu.m	\$84.65	\$ 52,906.25	30
	b) Sub Base Material					
	CBR 40 (Type 2.3 soaked) - 175mm thickness	700	cu.m	\$66.09	\$ 46,263.00	30
12	Extra over Item 14 for excavation below Sub Base course including disposal as specified and replacement with Lower Sub Base material CBR 15 (Type 2.5 soaked) - variable thickness [Provisional Quantity]	50	cu.m	\$77.41	\$ 3,870.50	0
13	IPWEAQ Mountable kerb and channel (Type B1) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	300	m	\$42.48	\$ 12,744.00	35
14	IPWEAQ Semi Mountable Kerb only (Type SM3) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	500	m	\$36.70	\$ 18,350.00	0
15	Subsoil drains with 100mm diameter uPVC slotted pipes and 5mm no-fines aggregate surround complete including connection to trunk stormwater network					
	a) Carpark kerbs	900	m	\$23.50	\$ 21,150.00	15
	- Iplex '400' (Black) slotted polyethylene					
16	Turfing (B-grade) including fertilising, watering and maintenance					
	a) 1 strip only behind all kerbs	360	sq.m	\$4.15	\$ 1,494.00	0
17	Stormwater pipes constructed complete in place, as detailed, including supply to site, excavation, bedding, lay, joint, backfill, compaction and disposal of surplus soil					
	a) 300mm dia. RCP - RRJ Class 2 Freshwater	178	m	\$103.79	\$ 18,474.62	100
	a) 375mm dia. RCP - RRJ Class 2 Freshwater	122	m	\$111.98	\$ 13,661.56	100
18	Construction of IPWEAQ 'Lip in Line' side inlet gully pit complete in place including cover, frame, chamber, trough and manhole shaft, kerb and channel transitions					
	a) Grade Left - 3.6m Opening	1	no.	\$2,871.60	\$ 2,871.60	70
	b) 900 x 900 filed pits	3	no.	\$1,815.00	\$ 5,445.00	70
	c) 600 x 600 filed pits	3	no.	\$1,215.00	\$ 3,645.00	70

**PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

ESTIMATE

SCHEDULE 'O' - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% Complete
19	Existing subsoil drainage, water supply, irrigation, electrical or communication infrastructure unearthed during construction phase to be taken up and removed from site [Provisional Quantity]	1	PC Item	\$5,000.00	\$ 5,000.00	0
20	Backfilling, compaction, trim and topsoil to back of Carpark kerbing, complete in place	900	m	\$16.58	\$ 14,922.00	15
21	Geotechnical Testing	1	PC Item	\$5,000.00	\$ 5,000.00	0
22	Line marking	1	PC Item	\$3,000.00	\$ 3,000.00	0
TOTAL AMOUNT					\$ 382,024.53	



VALUE

\$ 3,036.00

\$ 810.00

\$ 3,600.00

\$ 5,105.00

\$ 4,796.00

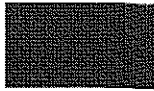
\$ 4,796.00

\$ 5,500.00

\$ -

\$ 210.00

\$ -



VALUE

\$ 15,871.88

\$ 13,878.90

\$ -

\$ 4,460.40

\$ -

\$ 3,172.50

\$ -

\$ 18,474.62

\$ 13,561.56

\$ 2,010.12

\$ 3,811.50

\$ 2,551.50



VALUE

\$ -

\$ 2,238.30

\$ -

\$ -

\$ 107,984.28



CONTOUR Consulting Engineers

07 5493 9777 07 5493 9888 admin@ContourCE.com.au
PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birsayn 4575, Queensland

Consulting Services Agreement

Agreement between Contour Consulting Engineers Pty Ltd (ABN 62 117 061 659) and the Client (detailed below) for the provision of Consultancy Services in accordance with the Fee Proposal and Terms of Agreement attached.

CLIENT DETAILS: (ENTITY RESPONSIBLE FOR PAYMENT OF FEES)	
Client Name: <u>Toowoomba Turf Club</u>	ABN: <u>61398954669</u>
	Phone: <u>46346066</u>
Contact: <u>Leah Meier</u>	Mobile:
Registered Address: <u>Mursley Rd</u>	Fax: <u>46331256</u>
Postal Address: <u>PO Box 6037</u>	Email: <u>leah@toowoomba</u>
	<u>turfclub.com</u>
	<u>Toowoomba West</u>
SITE DESCRIPTION:	
Location:	Lot Number(s):
	Plan Number(s):
Parish:	County:
FEE AGREEMENT:	

The Client, confirms instructions to Contour Consulting Engineers Pty Ltd to proceed with the scope of services and agrees to pay the fees (listed below), as detailed in the Fee Proposal (0592-FP-01, dated 02 July 2009).

ITEM	AGREED FEE	ITEM	AGREED FEE	ITEM	AGREED FEE
1. a)	\$1,800.00	2.	\$3,670.00		
1. b)	\$2,500.00	3.	Hourly Rate (as per annexure A) (Budget \$3,000.00)		
1. c)	\$3,260.00				

All fees listed above exclude GST.

The Client hereby agrees that the Consultancy Services shall be carried out under the terms and conditions hereto attached. The Client accepts the offer and agrees to the scope of services and fees as offered in the Contour Consulting Engineers Fee Proposal (as referenced above).

The Client is to read this document carefully and understand the terms of agreement, as it is legally binding. If you have any questions, we ask that you contact our Kawana Waters office on (07) 5493 9777.

Signed

for and on behalf of the Client by its duly authorised officer:

Full Name: THOMAS ERNEST WARREN

Position: TREASURER

Signature: [Signature]

Date: 03/07/2009

1800
2500
3260
3670
11230
3000
14230

CCE Reference: 0592

08 July 2009

Toowoomba Regional Council
PO Box 3021
Toowoomba Village Fair QLD 4350

**RE: PROPOSED CARPARK
AT CLIFFORD PARK RACECOURSE,
HURSLEY ROAD, TOOWOOMBA
FOR TOOWOOMBA TURF CLUB**

To Whom It May Concern:

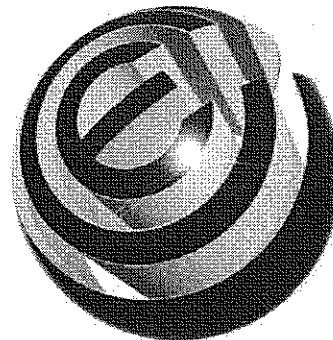
I, Leah Meier (CEO) of Toowoomba Turf Club.
give my consent as owner of the above named property, for Contour Consulting
Engineers to lodge an Operational Works application for proposed car parking at
Hursley Road, Toowoomba on my behalf.

I trust this to be to your satisfaction and if you require any additional information,
please do not hesitate to contact Contour Consulting Engineers on (07) 5493 9777.

Yours faithfully,

J Meier (please sign)

Date 09/07/09 (please date)



CONTOUR
CONSULTING ENGINEERS

Our Reference: 0592-PC2

10 September 2009

Toowoomba Turf Club
PO Box 6037
Toowoomba West 4350

Attention: Mr Col Zeller

Dear Sir,

**RE: CARPARK DEVELOPMENT
CLIFFORD PARK RACECOURSE, TOOWOOMBA**

Please find enclosed Progress Certificate No.2 for works to date on the following project:

Project 0592	
Progress Certificate No.2	
	\$ 281,733.91
GST	\$ 28,173.39
Total	\$ 309,907.30

Please note the following in relation to the claim:

- Total Project Price is \$458,470.45 (excl GST) as negotiated by BCC and TTC.
- The Items highlighted in green have had a claim made on them.

Payment is in order and should be made direct to the Contractor at the address given on the certificate. Under the General Conditions of Contract (AS2124-1992), payment is due by within fourteen (14) days of receipt of this certificate.

A Tax Invoice for these works will be forwarded to you directly from the Contractor.

We trust the above is to your satisfaction, and should further information be required please contact this office.

Yours Faithfully,

Tim Freeman – Senior Civil Engineer
BE GradCertPropEc MIEAust
for CONTOUR CONSULTING ENGINEERS PTY LTD

Enc. Progress Certificate No.2

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing



CONTOUR
Consulting Engineers

Contractor: Blacklaw Civil Contractors
100 Sandalwood Lane, Forest Glen QLD 4556

PROGRESS CERTIFICATE No.2
CONTRACT No : 0592

This is to certify that, in accordance with the claim submitted on 9 September 2009, the Contractor is entitled to a payment of THREE HUNDRED AND NINE THOUSAND, NINE HUNDRED AND SEVEN DOLLARS AND THIRTY CENTS (\$309,907.30), calculated as follows:

1	Original Contract Sum		\$ 458,470.45
2	Variations previously approved		\$ -
3	Variations approved this claim	\$ 24,549.68 (Additions) \$ - (Deductions) <u>\$ 24,549.68</u>	
4	Total Variations		\$ 24,549.68
5	Contract Sum as Varied and Adjusted		<u>\$ 483,020.13</u>
6	Value of work completed to date		\$ 475,622.57
7	Less Value of work previously certified		\$ 170,965.14
8	Less Retention (5% of Contract Sum)		\$ 22,923.52
9	Sub-Total		<u>\$ 281,733.91</u>
10	Plus GST		\$ 28,173.39
11	Total Amount Due		<u>\$ 309,907.30</u>

Date: 10 September 2009

Signed: 

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing

Job #: 592
Date: 10-Sep-09

VALUATION SCHEDULE - No. 2
SCHEDULE 'C' - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	AMOUNT	% CLAIMED	CLAIM AMOUNT
1	Establishment of plant equipment and site base	\$ 20,240.00	100%	\$ 20,240.00
2	a) - Supply, installation and 12 month maintenance of sediment and erosion control devices with monitoring, reporting and administration of Environmental Management Plan (EMP) and directives outlined in the project drawings	\$ 2,700.00	100%	\$ 2,700.00
3	Construction survey and set-out	\$ 14,400.00	100%	\$ 14,400.00
4	Clearing, grubbing and mulching of areas subject to earthworks, as detailed, including stockpiling	\$ 5,105.00	100%	\$ 5,105.00
5	200 mm Stripping and disposal off site of topsoil	\$ 8,720.00	100%	\$ 8,720.00
6	Earthworks in accordance with AS3798 (Solid Volumes) including excavation, load, cart, place, compact and trim as specified on detail design drawings			
	a) Cut to spoil off-site as directed by superintendent	\$ 11,990.00	100%	\$ 11,990.00
7	Compact and trim to profile as specified on detail design drawings:			
	a) Carpark Subgrade	\$ 16,580.00	100%	\$ 16,580.00
8	Removal of unsuitable ground (Solid Volume) including excavation, load, removal to nominated spoil area and replacement with approved fill material won from nominated supply source. [Provisional Quantity]	\$ -		
9	Proof-rolling of subgrade and base course gravels for Carpark	\$ 1,050.00	100%	\$ 1,050.00
10	25mm thick Asphaltic Concrete surfacing including supply, broom, prime coat, lay, compact and test			
	a) Carpark	\$ 103,660.00	100%	\$ 103,660.00
11	Pavement material including supply, spreading, trim to profile and compaction to 100% standard AS1289 E1.1			
	a) Base Course Material			
	CBR 60 (Type 2.1 soaked) - 100mm thickness	\$ 61,794.50	100%	\$ 61,794.50
	b) Sub Base Material			
	CBR 40 (Type 2.3 soaked) - 100mm thickness	\$ 51,550.20	100%	\$ 51,550.20
12	Extra over Item 14 for excavation below Sub Base course including disposal as specified and replacement with Lower Sub Base material CBR 15 (Type 2.5 soaked) - variable thickness [Provisional Quantity]	\$ -		\$ -
13	IPWEAQ Mountable kerb and channel (Type B1) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	\$ 11,469.60	100%	\$ 11,469.60

ITEM	DESCRIPTION	AMOUNT	% CLAIMED	CLAIM AMOUNT
14	IPWEAQ Semi Mountable Kerb only (Type SM3) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	\$ 28,809.50	100%	\$ 28,809.50
15	Subsoil drains with 100mm diameter uPVC-slotted pipes and 5mm no-fines aggregate surround complete including connection to trunk stormwater network			
	a) Carpark kerbs - Iplex '400' (Black) slotted polyethylene	\$ 25,317.50	100%	\$ 25,317.50
16	Turfing (B-grade) including fertilising, watering and maintenance			
	a) 1 strip only behind all kerbs	\$ 1,751.30		\$ -
17	Stormwater pipes constructed complete in place, as detailed, including supply to site, excavation, bedding, lay, joint, backfill, compaction and disposal of surplus soil:			
	a) 300mm dia. RCP - RRJ Class 2 Freshwater	\$ 17,332.93	100%	\$ 17,332.93
	b) 375mm dia. RCP - RRJ Class 2 Freshwater	\$ 15,005.32	100%	\$ 15,005.32
	c) 225 uPVC	\$ 2,007.60	100%	\$ 2,007.60
18	Construction of IPWEAQ 'Lip in Line' side Inlet gully pit complete in place including cover, frame, chamber, trough and manhole shaft, kerb and channel transitions			
	a) Grade Left - 3.6m Opening	\$ 2,871.60	100%	\$ 2,871.60
	b) 900 x 900 field pits	\$ 7,260.00	100%	\$ 7,260.00
	c) 600 x 600 field pits	\$ 3,645.00	100%	\$ 3,645.00
	d) 450 x 450 field pits	\$ 1,200.00	100%	\$ 1,200.00
19	Existing subsoil drainage, water supply, irrigation, electrical or communication infrastructure unearthed during construction phase to be taken up and removed from site [Provisional Quantity]	\$ -		\$ -
20	Backfilling, compaction, trim and topsoil to back of Carpark kerbing, complete in place	\$ 17,491.90	100%	\$ 17,491.90
21	Geotechnical Testing	\$ 5,000.00		\$ -
22	Line marking (P.C. Item)	\$ 2,353.74	100%	\$ 2,353.74
23	Concrete invert between cushion track and kerb & channel approximately 1.3m wide	\$ 18,518.50	100%	\$ 18,518.50
NETT VARIATIONS		\$ 457,824.19		\$ 451,072.89

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing

Job #: 592
Date: 10-Sep-09

VALUATION SCHEDULE - Carpark No. 2
SCHEDULE 'V1' - VARIATIONS

ITEM	DESCRIPTION	QUANT.	UNIT	RATE	AMOUNT	% COMP.	CLAIM AMOUNT
ADDITIONS							
VA1	Supply & install conduits as directed						
	a) 100mm dia electrical	150	m	17	\$ 2,550.00	100%	\$ 2,550.00
	b) 100mm dia communications	150	m	17	\$ 2,550.00	100%	\$ 2,550.00
	c) 100mm dia water	150	m	17	\$ 2,550.00	100%	\$ 2,550.00
	d) Bends	15	No.	50	\$ 750.00	100%	\$ 750.00
VA2	Fence to swale / kerb interface	1	P.C.		\$ 16,149.68	100%	\$ 16,149.68
Sub Total - Additions							\$ 24,549.68
DEDUCTIONS							
Sub Total - Deletions							
NETT VARIATIONS					\$ -		\$ 24,549.68

23rd May 2009

7. **Carpark Refurbishment** – The Chairman said that it was not likely that the bitumen surface for the carpark would be finished in time for the opening but it was something that needed to be addressed in the immediate future. He said that the committee should look at getting a quote to bitumen the whole car park after the contractors had completed their work. He went on saying that as the carpark is the entrance to the race course it is important to give a good image on arrival. Mr Zeller informed the Chairman that Boral had done the work on the bitumen that was laid for the cushion track material and had mentioned that they would repair the surface after the cushion track compound had been removed. The Chairman asked that a quote be obtained from Boral regarding the resurfacing of the bitumen in the car park.
8. **Unexpected Expenditure** – The recent unexplained expenditure was unpreventable the Chairman explained by saying that the sewerage was an unforeseen complication but one that was not surprising given the age of the club and property. He said that the TTC had the funds available to deal with this issue and in his opinion it should be done properly the first time. He continued saying that if any further problems of a similar nature came to light he believed it was best to have them fixed properly while the opportunity presented itself. Mr Pankhurst said that he had spoken to Ms Murray regarding the sewerage and it was his understanding that QRL would fund the repairs to the sewerage lines located under the track while the areas located on other parts of the course would be the responsibility of the TTC. He went on saying that the stabling areas needed to be looked at in terms of painting and that any other areas that need to be painted should also be completed.

WORKS

INWARDS CORRESPONDENCE:

17.04.09	Mick Hulin – Quotation for boundary fence.
20.04.09	Nicole Condon – Passing on the brief of a telephone call with peter O'Sullivan regarding the toilets on the western dies of the trainers bar.
23.04.09	Tree Work Dion Harris - Quotation for the removal of 35 mature campher laurels
24.04.09	Wards Tree Services – Quotation for the removal of 35 mature campher laurels
28.04.09	Subway Engineering & Hydraulic Services – Quotation to lower platform to ground on Nathan St.
14.05.09	Carpet Choice – Quotation for Marquee carpet tiles
14.05.09	Andersons – Quotation for Marquee carpet tiles
18.05.09	One for All – Letter to offer a free quote in renovations, extensions, painting, electrical plumbing repairs and property maintenance.
18.05.09	Southern Cross Tapes – Quotation for the cigarette disposal bins.
19.05.09	Carpet Court – Quotation for Marquee carpet tiles
UNDATED	Suggestions from ground staff on areas that need fixing or improving

OUTWARDS CORRESPONDENCE

Business Arising from Correspondence

INWARDS CORRESPONDENCE:

WORKS AND MAINTENENCE REPORT:

1. **Tree Lopping** – Mr Pankhurst announced that he had investigated the trees that needed to be removed near the walkway so they do not contaminate the cushion track. He said the arborist has already completed the assessment and he was awaiting the approval from council to proceed. He went on saying that he then needed to get quotes for the removal of the trees once the approval had been given.
2. **Cushion Track Progress** – Mr Pankhurst announced that at the regular meetings to discuss the cushion track installation QRL was very happy with how it was proceeding and there was not conflict with the contractors or engineers. He said it was important to continue this association to make the process go smoothly. The Chairman said that he noticed that the powder coating on the lighting poles was wearing off and that quoted needed to be obtained to rectify this. He said that it was not an issue for any other poles except for the ones that are in the immediate viewing area of the public. Mr Pankhurst said the electrical component of the contract was the main concern at this time due to the contractor's lateness at appointing a lighting sub contractor.

20th July 2009

Mr Pankhurst continued stating that there had been two recent committee meetings that Mr Dann had not attended where he would have been informed of the issues that required assistance. Mr Dann asked when the last committee meeting was held. The Chairman said it was on May 23rd and Mr Dann did not attend. Mr Pankhurst reminded Mr Dann that it was the meeting at which he was to respond to the Secretary's complaint. Mr Zeller asked Mr Dann what his intentions were when he stood for committee and to explain what he thought he could bring to the committee. Mr Dann said that he thought he could contribute to the club by helping with the upgrading of the facilities. Mr Zeller asked him how he had achieved that. Mr Dann replied saying that he thought he would sit back and see what he could find out. The Chairman asked Mr Dann how he was to obtain the information he required if he did not attend meetings. Mr Burke said that he did not understand how Mr Dann could not attend the cushion track opening when there was five months notice and it was the biggest day at the club in its entire history. The Chairman stated that Mr Dann's attendance had been very poor. Mr Anderson said that there is more to being on the committee than attending meetings, but what you do in between meetings is just as important. He continued stating that in that respect the attendance of Mr Dann had been zero. Mr Anderson said that Mr Dann had been on the committee for almost a year and had barely been seen except for long enough to draw a serious complaint from the Secretary, to which he still had not provided an explanation. The Chairman asked Mr Dann to seriously consider his position after listening to his fellow committee members. He said there was no pressure on Mr Dann as the decision was his to make but he needed to take into account the feelings of his fellow committee members and their lack of trust and questions regarding his integrity. Mr Dann said that he felt that he had not had ample time to contribute to the committee in recent times and that due to that he did not feel that he had offered his best to the club and that he was tendering his resignation to the Chairman. The Chairman informed Mr Dann that he accepted his resignation and he requested that the committee respect the confidentiality of Mr Dann. The Chairman asked the committee if they agreed with retaining the confidentiality of committee and Mr Dann and all members of the committee stated that they did. He said if any committee member is requested to give information they are only to state that Mr Dann is very busy with his business and has not had the time to dedicate to the club and he tendered his resignation due to time constraints. The Chairman requested the absolute discretion of the committee in regards to the complaint from the Secretary and surrounding matters. He went on to say that he had known Mr Dann's mother and father personally and had the utmost respect for the Dann family and he would continue to hold them in high regard. Dr Morgan said that he felt that Mr Dann had made the right decision by stepping down and that he would have no problems in future dealings with him. Mr Zeller said that he would like to think that anything that had been discussed in committee would stay within the room and that he would continue to speak to him if he saw him in the future and treat him the same way he would any other retiring committee member. Mr Dann's resignation was accepted by the Chairman of the committee and Mr Dann left the meeting.

2. **WORKPLACE HEALTH AND SAFETY OFFICER** – Mr Pankhurst asked the Secretary about the appointment of a workplace health and safety officer. She replied by saying that the need for an appointment to this position had occurred due to QRL requesting the name of the club's officer that was to attend a course at QRL in the first week of August. She said that there was really only a few people that in a position to be eligible for that position and that Mr Boxsell had been appointed to be the club's workplace health and safety officer. Mr Pankhurst stated that he noticed that in the previous minutes the Secretary had mentioned that Mr Saunders education standard as a reason for not doing the job and asked what the difference is with Mr Boxsell. The Secretary said that the only difference is that Mr Boxsell had said that he would like to step into the position and that he was keen and hard working and had shown aptitude for this position. She went on saying that the comment regarding the education of Mr Saunders was not her opinion but one that Mr Saunders had expressed himself in a Workplace Health and Safety committee meeting where he said that he did not feel that his year 9 education was up to the level that was needed to be able to process and carrying out the WH&S policies. She said that this was in no way her words or her position but one that had been mentioned by Mr Saunders himself as the reason that he did not wish to be appointed as the club's safety officer. She said that she did not hold any opinion on the education of Mr Saunders or Mr Boxsell but had taken on board the opinions expressed by them both when they were asked their feelings on the position. The Secretary continued saying that Mr Saunders for the reasons stated above had stated that he did not feel that he was suited to the job while Mr Boxsell had expressed interest in the WH&S legislation and in being appointed to the position. She said as there is a lot of paperwork involved in the position and it was important that the person who was employed in the position had a sound knowledge of the legislation and was capable of completing the required documents. Mr Pankhurst asked why if the Secretary did not feel that education was important that she mentioned it in the previous minutes. The Secretary said that was because the reason that Mr Saunders gave for not wishing to take on the position was that he found the position and legislation too hard for his year 9 education. She said that at no time did she express her personal opinion on this matter and that it was Mr Saunders who said those words not her.

The Chairman moved a motion to suspend standing order seconded by T. Warren, carried unanimously.

3. **CAR PARK** – The Chairman said that during recent weeks there had been discussions about upgrading the car park while the contractors were still on site following the cushion track reconstruction. He said that there had been some discussion amongst the Executive that only \$100 000 be spent on the car park in getting it up

25th July 2009.

to a basic level without being sealed. He went on saying that following discussions with the contractor he realised that in future times when the building upgrades were being approved the council would be asking for details of adequate provision for parking. He said that this is an essential part of the planning requirements during the building upgrades and he did not believe that the council would be happy with the current status of the unsealed car park. He said that the contractor had given a quote for \$380 000 for the completion of the car park to a sealed surface that included the most important drainage as there was concern about wash from the car park onto the cushion track. Mr Zeller said that he had a revised quote in hand for the project and due to the drainage issues and other requirements for services the quote is now \$460 000. Mr Zeller stated that this was due to the addition of power, water and other cabling requirements now being installed in the car park for future use and events such as marquees on feature race days. The Chairman went on saying after meeting with Mr Zeller and the contractor he had concerns that by only spending \$100 000 on the car park and it not being sealed would mean that if the TTC needed the car park to be upgraded in the near future it could end up a much more expensive project. He went on stating that he felt that it was in the best interests of the club to go ahead with the full car park project while the contractors were still on site and while the club had the funds on hand. He said that doing the job properly the first time was in the best interests of the club and it would then be some years before the committee needed to do any maintenance to the car park area. He said that discussed the matter with the Executive committee and with their approval he then gave Blacklaws Civil Construction the approval to go ahead with the car park project and see it through to completion. *The motion to endorse the decision of the Executive to accept the car park expenditure and proceed with the car park redevelopment and was moved by R Anderson, seconded by N Pankhurst, carried unanimously.*

4. **RESIGNATION OF MR DANN** – The Chairman said that although the situation with Mr Dann had been unpleasant he thought that Mr Dann had made the right decision in stepping down. He continued saying that in his position as Chairman he often had to make tough decisions and they were not easy or made lightly. He said that in his personal view it would have been doing the reputation of Mr Dann and the committee a disservice if he continued on the committee as he was obviously not up to the position of sitting committee member and the ethics and conduct that goes with being on the board of a large business such as the TTC. He said it was good business management to point out to the committee if there was someone involved who did not have the skills for the position and to then give the person involved the opportunity to correct the situation or step aside. He went on saying that in his opinion Mr Dann had been given more than enough time and opportunities to correct the situation and had failed to do so. He said that there is no disgrace in leaving a committee if you are not up to the position or do not have the time to commit to the position. It was a matter of what is in the best interests of the Toowoomba Turf Club. He said before anyone nominates to be on the committee they should ensure that they are aware of the requirements of being on a board and if they do not then they have done themselves and the club a disservice by not finding out and still nominating. He said that it does not feel good for Mr Dann to have resigned but he feels like it is in the best interests of the Toowoomba Turf Club.

5. **RESIGNATION OF CHAIRMAN FROM COMMITTEE** – The Chairman said that as had been reported in the media in late April or early March he applied for a position on the QRL board. He went on saying that at the time of nomination he did not know what his chances were of being on the committee and at the time of the initial application he was not sure if he embraced the idea whole heartedly. He said that it was a decision that his family felt was a good one for himself, his wife and his sons to make as a family. He went on saying that he had given the Toowoomba Turf Club his best and had certainly given it the best years of his life and he loves the club dearly. He said that when you love something as passionately as he loves the TTC it can sometimes be hard to let it go but he had made the decision to do so and he felt it was the right time to do so. He stated that he feels he is leaving the committee in a strong position financially, with a brand new \$12 million race track and plans to upgrade the facilities. The Chairman said that he now knows that the future of the TTC is secure due to the new track and the international broadcast rights that can be retained and the revenue from this will hold the club in good stead. He thanked the committee members who approached him and asked him to reconsider leaving the TTC as he appreciates their support but the decision has been made and it is the right thing for his family. He went on saying that whether he is elected to the QRL board or not that is the decision of the shareholders. The Chairman said that the decision to step down from the committee was taken as a family so that he could free up time on a Saturday so that he could take his sons to football and spend more time as a family. He said the recent loss of his son Alex showed him that the decision was the right decision as he has two other boys at home and the time with them is invaluable. He said that his advice to the incoming Chairman would be to do it for the right reasons and to do it for the passion and betterment of the Toowoomba Turf Club not because they were interested in wearing a badge on their chest and calling themselves Chairman. He continued saying that in his experience the previous times that this had been done the results showed at the club as they were in serious financial trouble because of it. He went on saying that for whoever wins the ballot for Chairman he offers his friendship and he is aware of the two candidates who were intending to stand for Chairman and he considers them both friends and allies. He asked that whoever loses the ballot to get behind the person who wins and do their best to support the future of the Toowoomba Turf Club. He said that the Chairman nominees and in particular the incoming Chairman must put the club first and personal feelings second and do what is best for the TTC. He said as the Chairman of the club you do not

29th August 2009

Nil Business Arising

Financial Report:

- See attached

1. **Minutes from Finance Subcommittee Meeting** – Mr Anderson tabled the following subcommittee minutes to be entered into the minutes of the meeting.

Executive Committee Meeting – extract minutes of meeting 21 August 2009

Accounts Receivable/Provision for Doubtful Debts

The balance of Provision for Doubtful Debts at 30 June 2009 is **\$10,711.57**. The finance committee has examined the Schedule of Aged Debtors at 30 June 2009 and considers the current Provision for Doubtful Debts of **\$10,711.57** to be adequate and gives approval for this provision to show on the balance sheet of the club at 30 June 2009.

Property, Plant & Equipment

In June 2008 the club undertook an inventory of fixed assets and made the necessary adjustments to the asset register. An analysis was also made of the depreciation schedule and the necessary deletions and additions were made as at that date. A review of the effective life of the assets and the appropriate depreciation rates was made and adjustments made where necessary.

The executive committee has reviewed the depreciation schedule for the year ended 30 June 2009 and approved the carrying value of the assets as at that date.

It was moved by Tom Warren that the above reports and Finance Committee correspondence including recommendations as tabled be adopted and that payment of accounts for the year of 2009 to be presented at the AGM be approved, seconded by Norm Pankhurst, carried unanimously.

CHAIRMAN'S REPORT

1. **Car park Progress** - The Chairman mentioned that the car park was progressing well and at the last committee meeting there had been no complete plans from Blacklaw Civil Construction but they had now been completed. He continued saying that Contour Engineering had completed this on behalf of Blacklaw and that he thought that was the best solution as the car park drainage incorporated the works done during the cushion track construction. The Chairman said that the TTC had managed to save a considerable amount of money by the Chairman drawing on his experience as a builder in conducting all inspections and using office staff member Natasha Metzroth to photograph the progress for their records. The Chairman said that by using the design that had been put forward by Blacklaw Civil Construction and himself doing the inspection he estimated that this has saved the TTC approximately \$35 000. He continued saying that it was now near completion with only the fence enclosing the drain along the running rail yet to be finished. He said that the car park was expected to be completed in the coming week.
2. **Rumours regarding financial position** – The Chairman informed the committee that he had received a phone call from Gregg Wagner requesting further information as he had been told that the TTC had invested heavily in the cushion track project and this had left them with a substantial debt to QRL. The Chairman said he informed Mr Wagner that the rumours were grossly untrue and that the latest financial reports had the TTC having approximately \$1.5 million cash at hand in the bank. The Chairman said that on conclusion of the phone call Mr Wagner seemed satisfied with the answers he had been given and did not appear to have any further concerns.



NATIONAL ONLINE

Direct Payments Report

Message Number: TOOW0435

Message Status: Authorised

Printed on: 20-Aug-2009 3:42 pm

Authorisation Details

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature:

Single File

Filename: PAYMENT DATA

User ID/Name: 070280 T T C INC

Account: 084961 046073811 T T C INC

Total Amount: \$15,405.95 DR

Contact:

Value Date: 20-Aug-2009

Your Ref: PAYMENT EP000480

Number Of Items: 1

Phone (BH):

Phone (AH):

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
CONTOUR CONSULTING ENGINEERS	014306	486005169	\$15,405.95 CR	TTC INC	TOOWOOMBA TURF

End of Report



CONTOUR

Consulting Engineers

ABN
62 117 061 659

TAX INVOICE

P 07 5493 9777 F 07 5493 6888 E admin@ContourCE.com.au
A PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birtinya 4575, Queensland

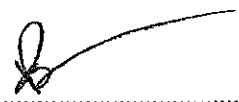
DATE : 13-Jul-09
INVOICE # INV01145
ABN 62 117 061 659

PROJECT : 0592

BILL TO:

Toowoomba Turf Club
PO Box 6037
TOOWOOMBA QLD 4350

Attention: Col Zeller

DESCRIPTION	DISCIPLINE (Office use only)	FEE PROPOSED	%	SERVICES COMPLETED	PREVIOUSLY INVOICED	THIS INVOICE
Engineering services in general accordance with our fee proposal dated 2 July 2009 for the proposed car park design at Toowoomba Turf Club.						
Item 1 - Civil Preliminary Engineering Services						
a) Concept car park design plan	CIVPRE	\$1,800.00	100%	\$ 1,800.00	\$ -	\$ 1,800.00
b) Liaison & lodgement of Operational Works application with Council.	CIVPRE	\$2,500.00	100%	\$ 2,500.00	\$ -	\$ 2,500.00
c) Preliminary plan design	CIVPRE	\$3,260.00	100%	\$ 3,260.00	\$ -	\$ 3,260.00
Item 2 - Detailed Design & Documentation	CIVDES	\$3,670.00	60%	\$ 2,202.00	\$ -	\$ 2,202.00
Item 3 - Construction Phase Services (Budget \$3,000.00)	CIVCON	Hourly Rate				
- Principal Engineer/Director - 4.5Hrs @ \$245.00/Hr	CIVDES			\$ 1,102.50	\$ -	\$ 1,102.50
Disbursements						
Council Operational Works application fees for car park works. (GST Free)	DISS			\$ 3,455.00	\$ -	\$ 3,455.00
 Director						
SUBTOTAL						\$ 14,319.50
GST						\$ 1,086.45
TOTAL						\$ 15,405.95

PAYMENT METHOD : Cash, cheque or direct deposit
Make all cheques payable to : Contour Consulting Engineers Pty Ltd

ACCOUNT DETAILS

Bank : ANZ
Account name : Contour Consulting Engineers Pty Ltd
BSB : 014-306
Account No : 48 600 5169

Total due in 14 days. Overdue accounts shall be subject to an interest charge of 2% per month from due date.

THANK YOU FOR YOUR BUSINESS!

RECEIPT
TOOWOOMBA REGIONAL COUNCIL
ABN: 997 8830 5360

Receipt No: 4426969 Cashier: Lou
Date: 10-JUL-2009 Time: 10:53:10

Contour Consulting Engineers
Po BOX 474
Buddina QLD 4575

AP PP/DEV/8592
48 Wyalla Street

Amount 3,455.00

Payment:
Cheque -3,455.00
Contour Consulting Engine

TOTAL \$ 3,455.00
TOTAL TAX \$
CHANGE \$

* Indicates GST Applicable

COPY



NATIONAL ONLINE

Direct Payments Report

Message Number: TOOW0434

Message Status: Authorised

Printed on: 20-Aug-2009 3:33 pm

Authorisation Details

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature:

Single File

Filename: PAYMENT DATA

User ID/Name: 070280 T T C INC

Account: 084961 046073811 T T C INC

Total Amount: \$188,061.65 DR

Contact:

Value Date: 20-Aug-2009

Your Ref: PAYMENT EP000479

Number Of Items: 1

Phone (BH):

Phone (AH):

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
BLACKLAW CIVIL CONTRACTORS	064462	10210256	\$188,061.65 CR	TTC INC	TOOWOOMBA TURF

End of Report



BLACKLAW CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

Tax Invoice

Toowoomba Turf Club Inc
PO Box 6037
Toowoomba West Qld 4350

Invoice Number 00000479

Date: 7/08/2009

Attention: Col Zeller

Your PO/Reference No.

Project 0592

CARPARK DEVELOPMENT FOR CLIFFORD PARK
RACECOURSE

\$170,965.14

PAYMENT CERTIFICATE NO. 1

*OK for payment
head*

Bank account details for EFT payments
CBA - Buderim
BSB 064-462
Account No. 1021 0256

Customer ABN:

GST:

\$17,096.51

Total Inc GST:

\$188,061.65

DUE DATE: 18.08.09

AS PER PAYMENT CERTIFICATE, WITHIN 14 DAYS OF CERTIFICATION

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au

Our Reference: 0592-PC1

05 August 2009

Blacklaw Civil Contractors
100 Sandalwood Lane
Forest Glen QLD 4556

Attention: Mr Col Gursanscky

Dear Sir,

**RE: CARPARK DEVELOPMENT
CLIFFORD PARK RACECOURSE, TOOWOOMBA**

Please find enclosed Progress Certificate No.1 for works to date on the following project:

Project 0592	
Progress Certificate No.1	
	\$ 170,965.14
GST	\$ 17,096.14
Total	<u>\$ 188,061.65</u>

Please note the following in relation to the claim:

- Total Project Price is \$458,470.45 (excl GST) as negotiated by BCC and TTC.
- The Items highlighted in green have had a claim made on them.

A copy of this certificate has been forwarded to the Principal and payment is due within fourteen (14) days. A Tax Invoice for these works should be forwarded directly to the Principal at:

Toowoomba Turf Club
PO Box 6037
Toowoomba West QLD 4350
Attention: Mr Col Zeller

Should you have any queries with respect to the above, please contact this office.

Yours Faithfully,



Tim Freeman – Senior Civil Engineer
BE GradCertPropEc MIEAust
for CONTOUR CONSULTING ENGINEERS PTY LTD

Enc. Progress Certificate No.1



CONTOUR
CONSULTING ENGINEERS

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing



CONTOUR
Consulting Engineers

Contractor: Blacklaw Civil Contractors
100 Sandalwood Lane, Forest Glen QLD 4556

PROGRESS CERTIFICATE No.1
CONTRACT No : 0592

This is to certify that, in accordance with the claim submitted on 3 August 2009, the Contractor is entitled to a payment of ONE HUNDRED AND EIGHTY-EIGHT THOUSAND, AND SIXTY-ONE DOLLARS AND SIXTY-FIVE CENTS (\$188,061.65), calculated as follows:

1	Original Contract Sum		\$ 458,470.45
2	Variations previously approved		\$ -
3	Variations approved this claim	\$ - (Additions) \$ - (Deductions) \$ -	
4	Total Variations		\$ -
5	Contract Sum as Varied and Adjusted		<u>\$ 458,470.45</u>
6	Value of work completed to date		\$ 193,888.66
7	Less Value of work previously certified		\$ -
8	Less Retention (5% of Contract Sum)		\$ 22,923.52
9	Sub-Total		<u>\$ 170,965.14</u>
10	Plus GST		\$ 17,096.51
11	Total Amount Due		<u>\$ 188,061.65</u>

Date: 5 August 2009

Signed: 

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing

Job #: 592
Date: 5 August 2009

VALUATION SCHEDULE - No. 1
SCHEDULE 'G' - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	AMOUNT	% CLAIMED	CLAIM AMOUNT
1	Establishment of plant equipment and site base	\$ 20,240.00	40%	\$ 8,096.00
2	a) - Supply, installation and 12 month maintenance of sediment and erosion control devices with monitoring, reporting and administration of Environmental Management Plan (EMP) and directives outlined in the project drawings	\$ 2,700.00	40%	\$ 1,080.00
3	Construction survey and set-out	\$ 14,400.00	50%	\$ 7,200.00
4	Clearing, grubbing and mulching of areas subject to earthworks, as detailed, including stockpiling	\$ 5,105.00	100%	\$ 5,105.00
5	200 mm Stripping and disposal off site of topsoil	\$ 8,720.00	100%	\$ 8,720.00
6	Earthworks in accordance with AS3798 (Solid Volumes) including excavation, load, cart, place, compact and trim as specified on detail design drawings			
	a) Cut to spoil off-site as directed by superintendent	\$ 11,990.00	90%	\$ 10,791.00
7	Compact and trim to profile as specified on detail design drawings:			
	a) Carpark Subgrade	\$ 16,580.00	80%	\$ 13,264.00
8	Removal of unsuitable ground (Solid Volume) including excavation, load, removal to nominated spoil area and replacement with approved fill material won from nominated supply source [Provisional Quantity]	\$ -		
9	Proof-rolling of subgrade and base course gravels for Carpark	\$ 1,050.00	80%	\$ 840.00
10	25mm thick Asphaltic Concrete surfacing including supply, broom, prime coat, lay, compact and test a) Carpark	\$ 103,650.00		\$ -
11	Pavement material including supply, spreading, trim to profile and compaction to 100% standard AS1289 E1.1			
	a) Base Course Material CBR 50 (Type 2.1 soaked) - 100mm thickness	\$ 61,794.50	60%	\$ 37,076.70
	b) Sub Base Material CBR 40 (Type 2.3 soaked) - 100mm thickness	\$ 51,550.20	70%	\$ 36,085.14
12	Extra over Item 14 for excavation below Sub Base course including disposal as specified and replacement with Lower Sub Base material CBR 15 (Type 2.5 soaked) - variable thickness [Provisional Quantity]	\$ -		\$ -
13	IPWEAQ Mountable kerb and channel (Type B1) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	\$ 11,469.60	40%	\$ 4,587.84



ITEM	DESCRIPTION	AMOUNT	% CLAIMED	CLAIM AMOUNT
14	IPWEAQ Semi Mountable Kerb only (Type SM3) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	\$ 28,809.50	15%	\$ 4,321.43
15	Subsoil drains with 100mm diameter uPVC slotted pipes and 5mm no-fines aggregate surround complete including connection to trunk stormwater network			
	a) Carpark kerbs - Iplex '400' (Black) slotted polyethylene	\$ 25,317.50	40%	\$ 10,127.00
16	Turfing (B-grade) including fertilising, watering and maintenance			
	a) 1 strip only behind all kerbs	\$ 1,751.30		\$ -
17	Stormwater pipes constructed complete in place, as detailed, including supply to site, excavation, bedding, lay, joint, backfill, compaction and disposal of surplus soil:			
	a) 300mm dia. RCP - RRJ Class 2 Freshwater	\$ 17,332.93	90%	\$ 15,599.64
	b) 375mm dia. RCP - RRJ Class 2 Freshwater	\$ 15,005.32	100%	\$ 15,005.32
	c) 225 uPVC	\$ 2,007.60	100%	\$ 2,007.60
18	Construction of IPWEAQ 'Lip in Line' side inlet gully pit complete in place including cover, frame, chamber, trough and manhole shaft, kerb and channel transitions			
	a) Grade Left - 3.6m Opening	\$ 2,871.60	70%	\$ 2,010.12
	b) 900 x 900 field pits	\$ 7,260.00	70%	\$ 5,082.00
	c) 600 x 600 field pits	\$ 3,645.00	70%	\$ 2,551.50
	d) 450 x 450 field pits	\$ 1,200.00	70%	\$ 840.00
19	Existing subsoil drainage, water supply, irrigation, electrical or communication infrastructure unearthed during construction phase to be taken up and removed from site [Provisional Quantity]	\$ -		\$ -
20	Backfilling, compaction, trim and topsoil to back of Carpark kerbing, complete in place	\$ 17,491.90	20%	\$ 3,498.38
21	Geotechnical Testing	\$ 5,000.00		\$ -
22	Line marking	\$ 3,000.00		\$ -
23	Concrete invert between cushion track and kerb & channel approximately 1.3m wide	\$ 18,518.50		\$ -
NETT VARIATIONS		\$ 458,470.45		\$ 193,888.66



30th July 2009

Contour Consulting Engineers
PO Box 474
BUDDINA QLD 4575

Attention: Tim Freeman

Dear Sir

RE: CLIFFORD PARK RACE COURSE
CARPARK CONSTRUCTION
PROGRESS CLAIM NO. 1

Value of work completed to date:-

TOTAL - PORTION G - General Construction Works	\$	193,888.66
Variations	\$	-
Subtotal	\$	193,888.66
Retention (5% of Contract amount \$458,470.45)	\$	22,923.52
Subtotal	\$	170,965.14
Less previously certified	\$	-
	\$	170,965.14
 GST	 \$	 17,096.51

AMOUNT NOW DUE CLAIM NO. 1 **\$ 188,061.65**

Yours faithfully

COLIN GURSANSCKY
BLACKLAW CIVIL CONTRACTORS

cc Brett Thompson - Contour Consulting, Leah Meier - Toowoomba Turf Club

**PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

**ESTIMATE
SCHEDULE 'G' - GENERAL CONSTRUCTION WORKS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% COMPLETE	VALUE
1	Establishment of plant equipment and site base	1	Item	\$20,240.00	\$ 20,240.00	40	\$ 8,096.00
2	a) - Supply, installation and 12 month maintenance of sediment and erosion control devices with monitoring, reporting and administration of Environmental Management Plan (EMP) and directives outlined in the project drawings	1	Item	\$2,700.00	\$ 2,700.00	40	\$ 1,080.00
3	Construction survey and set-out	1	Item	\$14,400.00	\$ 14,400.00	50	\$ 7,200.00
4	Clearing, grubbing and mulching of areas subject to earthworks, as detailed, including stockpiling	1	Item	\$5,105.00	\$ 5,105.00	100	\$ 5,105.00
5	200 mm Stripping and disposal off site of topsoil	800	cu.m	\$10.90	\$ 8,720.00	100	\$ 8,720.00
6	Earthworks in accordance with AS3798 (Solid Volumes) including excavation, load, cart, place, compact and trim as specified on detail design drawings a) Cut to spoil off-site as directed by superintendent	1100	m ³	\$10.90	\$ 11,990.00	90	\$ 10,791.00
7	Compact and trim to profile as specified on detail design drawings: a) Carpark Subgrade	8290	sq.m	\$2.00	\$ 16,580.00	80	\$ 13,264.00
8	Removal of unsuitable ground (Solid Volume) including excavation, load, removal to nominated spoil area and replacement with approved fill material won from nominated supply source [Provisional Quantity]	0	cu.m	\$20.04	\$ -		
9	Proof-rolling of subgrade and base course gravels for Carpark	1	Item	\$1,050.00	\$ 1,050.00	80	\$ 840.00
10	25mm thick Asphaltic Concrete surfacing including supply, broom, prime coat, lay, compact and test a) Carpark	7300	sq.m	\$14.20	\$ 103,660.00	0	\$ -

**PROPOSED CARPARK CONSTRUCTION
at Cliford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

**ESTIMATE
SCHEDULE 'G' - GENERAL CONSTRUCTION WORKS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% COMPLETE	VALUE
11	Pavement material including supply, spreading, trim to profile and compaction to 100% standard AS1289 E1.1						
	a) Base Course Material						
	CBR 60 (Type 2.1 soaked) - 100mm thickness	730	cu.m	\$84.65	\$ 61,794.50	60	\$ 37,076.70
	b) Sub Base Material						
	CBR 40 (Type 2.3 soaked) - 100mm thickness	780	cu.m	\$68.09	\$ 51,550.20	70	\$ 36,085.14
12	Extra over Item 14 for excavation below Sub Base course including disposal as specified and replacement with Lower Sub Base material CBR 15 (Type 2.5 soaked) - variable thickness [Provisional Quantity]	0	cu.m	\$77.41	\$ -		
13	IPWEAQ Mountable kerb and channel (Type B1) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	270	m	\$42.48	\$ 11,469.60	40	\$ 4,587.84
14	IPWEAQ Semi Mountable Kerb only (Type SM3) to Carpark constructed complete in place including provision of all materials, plant and labour (excludes catchpits and transitions)	785	m	\$36.70	\$ 28,809.50	15	\$ 4,321.43
15	Subsoil drains with 100mm diameter uPVC slotted pipes and 5mm no-fines aggregate surround complete including connection to trunk stormwater network						
	a) Carpark kerbs	1235	m	\$20.50	\$ 25,317.50	40	\$ 10,127.00
	- Iplex '400' (Black) slotted polyethylene						
16	Turfing (B-grade) including fertilising, watering and maintenance						
	a) 1 strip only behind all kerbs	422	sq.m	\$4.15	\$ 1,751.30	0	\$ -
17	Stormwater pipes constructed complete in place, as detailed, including supply to site, excavation, bedding, lay, joint, backfill, compaction and disposal of surplus soil:						
	a) 300mm dia. RCP - RRJ Class 2 Freshwater	167	m	\$103.79	\$ 17,332.93	90	\$ 15,599.64
	b) 375mm dia. RCP - RRJ Class 2 Freshwater	134	m	\$111.98	\$ 15,005.32	100	\$ 15,005.32
	c) 225 uPVC	21	m	\$95.60	\$ 2,007.60	100	\$ 2,007.60
18	Construction of IPWEAQ 'Lip in Line' side inlet gully pit complete in place including cover, frame, chamber, trough and manhole shaft, kerb and channel transitions						
	a) Grade Left - 3.6m Opening	1	no.	\$2,871.60	\$ 2,871.60	70	\$ 2,010.12
	b) 900 x 900 field pits	4	no.	\$1,815.00	\$ 7,260.00	70	\$ 5,082.00
	c) 600 x 600 field pits	3	no.	\$1,215.00	\$ 3,645.00	70	\$ 2,551.50
	d) 450 x 450 field pits	3	no.	\$400.00	\$ 1,200.00	70	\$ 840.00

**PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club**

Job #: 0
Date: 30 June 2009

**ESTIMATE
SCHEDULE 'G' - GENERAL CONSTRUCTION WORKS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% COMPLETE	VALUE
19	Existing subsoil drainage, water supply, irrigation, electrical or communication infrastructure unearthed during construction phase to be taken up and removed from site [Provisional Quantity]	1	PC Item	\$0.00	\$ -		
20	Backfilling, compaction, trim and topsoil to back of Carpark kerbing, complete in place	1055	m	\$16.58	\$ 17,491.90	20	\$ 3,498.38
21	Geotechnical Testing	1	PC Item	\$5,000.00	\$ 5,000.00	0	\$ -
22	Line marking	1	PC Item	\$3,000.00	\$ 3,000.00	0	\$ -
23	Concrete invert between cushion track and kerb & channel approximately 1.3m wide	259	m	\$71.50	\$ 18,518.50	0	\$ -
TOTAL AMOUNT					\$ 458,470.45		\$ 193,888.66

PROPOSED CARPARK CONSTRUCTION
at Clifford Park Race Course, Toowoomba
for Toowoomba Turf Club

Job #: 0
 Date: 30 June 2009

ESTIMATE
SCHEDULE 'G' - GENERAL CONSTRUCTION WORKS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	% COMPLETE	VALUE
------	-------------	----------	------	------	--------	------------	-------

VARIATIONS

1	Supply & install conduits as directed						
	a) - 100mm dia electrical	150	m	\$17.00	\$ 2,550.00	0 \$	-
	b) - 100mm dia communications	150	m	\$17.00	\$ 2,550.00	0 \$	-
	c) - 100mm dia water	150	m	\$17.00	\$ 2,550.00	0 \$	-
	d) - Bends	15	No.	\$50.00	\$ 750.00	0 \$	-

TOTAL AMOUNT \$ 8,400.00 \$ -

TOTAL - PORTION G - General Construction Works \$ 193,888.66

TOTAL - VARIATIONS \$ -

GROSS VALUE OF WORK COMPLETE \$ 193,888.66

LESS RETENTIONS (5% of Contract amount \$458,470.45) \$ 22,923.52

SUB TOTAL \$ 170,965.14

LESS PREVIOUSLY CERTIFIED \$ -

NETT VALUE OF WORK COMPLETE \$ 170,965.14

GST \$ 17,096.51


AMOUNT DUE CLAIM No. 1 \$ 188,061.65

**NATIONAL ONLINE****Direct Payments Report**Message Number: **TOOW0513**Message Status: **Authorised**Printed on: **11-Sep-2009 12:27 pm****Authorisation Details**

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature: **Single File**Filename: **PAYMENT DATA**User ID/Name: **070280 T T C INC**Account: **084961 046073811 T T C INC**Total Amount: **\$165,985.35 DR**

Contact:

Value Date: **11-Sep-2009**Your Ref: **PAYMENT EP000520**Number Of Items: **78**

Phone (BH):

Phone (AH):

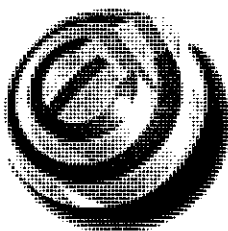
Account Name	BSB	Account No.	Amount	Reference	Remitter Name
AAC WRISTBANDS AUST PTY LTD	064471	10232671	\$300.00 CR	TTC INC	TOOWOOMBA TURF
ABBERTONS HUMAN RESOURCES	633000	122550908	\$575.00 CR	TTC INC	TOOWOOMBA TURF
AGRICULTURAL PUBLISHERS	034002	398249	\$2,414.50 CR	PAYMENT 9316	TOOWOOMBA TURF
ALL DOORS	034221	231828	\$81.00 CR	PAYMENT 9316	TOOWOOMBA TURF
ALLY ARC	014657	495243951	\$33.00 CR	PAYMENT 9316	TOOWOOMBA TURF
AMBUSH SECURITY SERVICES	084961	814797653	\$45.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
AUSTRALIA POST	064787	6318697	\$216.00 CR	A/C 6318697	TOOWOOMBA TURF
AUSTRALIAN PRICES NETWORK	032000	683936	\$950.00 CR	TTC 00075493	TOOWOOMBA TURF
BUILDING MATERIAL SUPPLIES	014720	379929825	\$84.77 CR	TOOTURF	TOOWOOMBA TURF
BOC LIMITED	064000	10522921	\$991.26 CR	1202530	TOOWOOMBA TURF
DARLING DOWNS BLOODSTOCK	084938	566628665	\$1,100.00 CR	PAYMENT 9316	TOOWOOMBA TURF
BRODS AUTO REPAIRS	064459	10220450	\$153.60 CR	TBA TURF CLUB	TOOWOOMBA TURF
WESFARMERS LTD	036817	112798	\$1,959.33 CR	1127984	TOOWOOMBA TURF
CAMBOOYA AGRICULTURAL	124001	10513170	\$269.50 CR	TTC INC	TOOWOOMBA TURF
CAMPBELLS CASH AND CARRY	014002	775419499	\$279.87 CR	921077011	TOOWOOMBA TURF
CATER CO ELECTRICAL	014720	197812255	\$1,210.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
CHUBB SECURITY SERVICES	032060	180839	\$3,695.11 CR	PAYMENT 9316	TOOWOOMBA TURF
COATES HIRE OPERATIONS PTY LTD	037831	10619203	\$15,189.81 CR	TBA TURF CLUB	TOOWOOMBA TURF
CONTOUR CONSULTING ENGINEERS	014306	486005169	\$1,029.30 CR	TTC INC	TOOWOOMBA TURF
COOPER GRACE WARD	034003	271653	\$848.10 CR	TTC INV 388973	TOOWOOMBA TURF
COVENTRY FASTENERS	036000	359800	\$29.86 CR	TBA TURF 08 74636	TOOWOOMBA TURF
CRACKER PRINT AND PAPER PTY LTD	014720	348210367	\$9,743.70 CR	TBA TURF CLUB	TOOWOOMBA TURF
DARLING DOWNS RADIO CENTRE	014701	837678171	\$2,728.00 CR	477/100.7-0000	TOOWOOMBA TURF
COOLOOLA SECURITY PTY LTD	638080	7601174	\$624.25 CR	TTC	TOOWOOMBA TURF
DOUG HILLS PLUMBING	064446	10061246	\$913.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
DOWNS OFFICE EQUIPMENT &	084961	035239820	\$1,420.10 CR	TOOWTURF	TOOWOOMBA TURF
EASTWOOD HOUSE VET SURGERY	064446	10027814	\$167.60 CR	PAYMENT 9316	TOOWOOMBA TURF
EDWARDS SADDLEWORLD PTY LTD	084961	531576172	\$349.48 CR	TTC130479	TOOWOOMBA TURF
ELGAS	032195	116084	\$618.50 CR	0242129065	TOOWOOMBA TURF
ERGON ENERGY QLD PTY LTD	064000	11703062	\$6,661.00 CR	TWMBB TURF CLUB	TOOWOOMBA TURF

Direct Payments Report (Continued)

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
GREMLU PTY LTD	638060	10467041	\$1,877.54 CR	TTC INC	TOOWOOMBA TURF
H-LINE STRUCTURES	084961	831391516	\$2,338.21 CR	TTC INC	TOOWOOMBA TURF
HAMILTON BUSINESS EQUIPMENT	014720	379935029	\$823.50 CR	TOOWOOMBA TURF	TOOWOOMBA TURF
HANNAS	084961	029518364	\$2,975.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
HYLAND SPORTSWEAR	063134	00125929	\$450.15 CR	PAYMENT 9316	TOOWOOMBA TURF
JJ RICHARDS & SONS PTY LTD	064168	450396	\$1,840.20 CR	02001677	TOOWOOMBA TURF
JNL INDUSTRIES	034221	431758	\$1,351.48 CR	TBA TURF CLUB	TOOWOOMBA TURF
LANGE POOL AND SPA	064433	10834724	\$1,216.00 CR	TWBA TURF CLUB INC	TOOWOOMBA TURF
MANAGED SOLUTIONS	633000	134339134	\$310.00 CR	TTC INC	TOOWOOMBA TURF
MASTER HIRE	084961	636197566	\$8.85 CR	101331	TOOWOOMBA TURF
MOTOR MECCA	084961	027278651	\$433.90 CR	TMBA TURF CLUB INC	TOOWOOMBA TURF
MURPHY & CO PTY LTD	633000	124973801	\$3,240.06 CR	TTC INC	TOOWOOMBA TURF
NEVERFAIL SPRINGWATER	032818	201209401	\$486.25 CR	TMBA TURF CLUB	TOOWOOMBA TURF
NEWTOWN NEWS AND CASKET	064433	00282929	\$114.00 CR	PAYMENT 9316	TOOWOOMBA TURF
OZTRONICS PTY LTD	084462	470668099	\$5,500.00 CR	PAYMENT 9316	TOOWOOMBA TURF
PJ & PM CUSATO	014720	495337333	\$398.40 CR	TTC INC	TOOWOOMBA TURF
PLANTATION PLANTS	484799	009298222	\$242.00 CR	TTC INC	TOOWOOMBA TURF
QLD AMBULANCE SERVICE	064013	10000396	\$4,684.15 CR	1000009370	TOOWOOMBA TURF
QUEENSLAND BIKE AND 4WD	034221	227933	\$79.95 CR	TBA TURF CLUB	TOOWOOMBA TURF
QUEENSLAND POLICE SERVICE	064013	10006536	\$14,537.10 CR	1800034362	TOOWOOMBA TURF
RANSOME AND JORDON	014555	257514488	\$409.20 CR	TTC INC	TOOWOOMBA TURF
CENTREL P/L TA RELIANCE	014669	837188543	\$2,461.13 CR	0007816 TTC INC	TOOWOOMBA TURF
REWARD DISTRIBUTION	242000	232212004	\$5,650.61 CR	TTC INC 407518	TOOWOOMBA TURF
SAMUEL SMITH AND SON PTY LTD	014002	775280474	\$6,926.83 CR	PAYMENT 9316	TOOWOOMBA TURF
SEVEN NETWORK OPERATIONS	032801	777345172	\$2,164.80 CR	7QLD 1709 TBA TURF	TOOWOOMBA TURF
SUBWAY ENGINEERING PTY LTD	084959	677835026	\$173.25 CR	TMBA TURF CLUB	TOOWOOMBA TURF
GUSSUNG PTY LTD	034221	260290	\$132.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
TELE-SELL DIGITAL ON HOLD	064439	10174918	\$291.50 CR	TMBA TURF ACC -625	TOOWOOMBA TURF
TMPC HEWLEY PTY LTD	014255	367984042	\$1,060.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
TJ AND LJ SEARS	124099	20023877	\$4,594.70 CR	TTC INC	TOOWOOMBA TURF
LUNNEY INVESTMENT PROPERTY	064433	00175269	\$1,925.00 CR	TTC INC	TOOWOOMBA TURF
TOOWOOMBA FORKLIFT SERVICE	034221	293631	\$198.00 CR	TOO101	TOOWOOMBA TURF
BROADAV PTY LTD	484799	009916851	\$2,543.22 CR	PAYMENT 9316	TOOWOOMBA TURF
TOOWOOMBA NEWSPAPERS PTY LTD	082001	872747355	\$2,006.42 CR	11107306273	TOOWOOMBA TURF
TOOWOOMBA TIMBERMART	084630	859590453	\$53.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
TOTALLY WORKWEAR TOOWOOMBA	014657	496489574	\$495.00 CR	PAYMENT 9316	TOOWOOMBA TURF
TOWN LIGHTING & ELECTRICAL	014720	380117816	\$6,670.15 CR	TTC INC	TOOWOOMBA TURF
TRANS ALIGN PTY LTD	084961	648418514	\$363.00 CR	PAYMENT 9316	TOOWOOMBA TURF
TREPPIL SECURITY AND TRAINING	084987	582998519	\$12,118.43 CR	TBA TURF CLUB	TOOWOOMBA TURF
TRS REFRIGERATION AND CATERING	034221	245904	\$94.60 CR	PAYMENT 9316	TOOWOOMBA TURF
TURF IRRIGATION SERVICES	014218	198749876	\$709.50 CR	PAYMENT 9316	TOOWOOMBA TURF
VIDEOPRO	084069	685417000	\$5,560.00 CR	TMBA TURF CLUB	TOOWOOMBA TURF
WATER DYNAMICS SW WATER	012787	837698463	\$147.65 CR	TMBA TURF CLUB	TOOWOOMBA TURF
WESTCO TRUCK SALES	084961	625917310	\$946.25 CR	TBA TURF CLUB	TOOWOOMBA TURF
ALH GROUP DIRECT CREDIT	032000	133715	\$1,400.00 CR	PAYMENT 9316	TOOWOOMBA TURF
WIN TELEVISION QLD	084905	630220366	\$3,947.90 CR	TT62	TOOWOOMBA TURF
WISES MOBILE TYRES	014570	349813792	\$3,707.18 CR	TBA TURF CLUB	TOOWOOMBA TURF
WORMALD TYCO	034002	005492	\$648.65 CR	TMBA TURF CLUB	TOOWOOMBA TURF

Direct Payments Report (Continued)

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
End of Report					



CONTOUR

Consulting Engineers

A.B.N.
62 117 061 659

P 07 5493 9777 F 07 5493 6888 E admin@ContourCE.com.au

A PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birtinya 4575, Queensland

TAX INVOICE

DATE: 17-Aug-09

INVOICE # INV01184

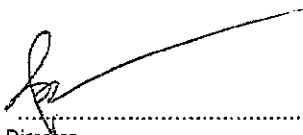
ABN 62 117 061 659

PROJECT: 0592

BILL TO:

Toowoomba Turf Club
PO Box 6037
TOOWOOMBA QLD 4350

Attention: Col Zeller

DESCRIPTION	DISCIPLINE (Office use only)	FEE PROPOSED	%	SERVICES COMPLETED	PREVIOUSLY INVOICED	THIS INVOICE
Engineering services in general accordance with our fee proposal dated 2 July 2009 for the proposed car park design at Toowoomba Turf Club.						
Item 1 - Civil Preliminary Engineering Services						
a) Concept car park design plan	CIVPRE	\$1,800.00	100%	\$ 1,800.00	\$ 1,800.00	\$ -
b) Liaison & lodgement of Operational Works application with Council.	CIVPRE	\$2,500.00	100%	\$ 2,500.00	\$ 2,500.00	\$ -
c) Preliminary plan design	CIVPRE	\$3,260.00	100%	\$ 3,260.00	\$ 3,260.00	\$ -
Item 2 - Detailed Design & Documentation	CIVDES	\$3,670.00	100%	\$ 3,670.00	\$ 2,202.00	\$ 1,468.00
Item 3 - Construction Phase Services (Budget \$3,000.00)						
- Principal Engineer/Director: 1.5Hrs @ \$245.00	CIVCON	Hourly Rate		\$ 367.50	\$ -	\$ 367.50
- Senior Engineer: 8.5Hrs @ \$215.00/Hr	CIVCON	Hourly Rate		\$ 1,827.50	\$ -	\$ 1,827.50
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>  Director </div> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 5px; transform: rotate(-15deg); display: inline-block;"> ENTERED 17/08/09 </div> </div> </div>						
SUBTOTAL						\$ 3,663.00
GST						\$ 366.30
TOTAL						\$ 4,029.30

PAYMENT METHOD: Cash, cheque or direct deposit

Make all cheques payable to: Contour Consulting Engineers Pty Ltd

ACCOUNT DETAILS

Bank: ANZ

Account name: Contour Consulting Engineers Pty Ltd

BSB: 014-306

Account No: 48 600 5169

Total due in 14 days. Overdue accounts shall be subject to an interest charge of 2% per month from due date.

THANK YOU FOR YOUR BUSINESS!

This invoice is issued under the Building and Construction Industry Payment Act 2004 with payment in 14 days.



NATIONAL ONLINE

Direct Payments Report

Message Number: **TOOW0689**

Message Status: **Authorised**

Printed on: **31-Oct-2009 4:44 pm**

Authorisation Details

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature:

Single File

Filename: **PAYMENT DATA**

User ID/Name: **070280 T T C INC**

Account: **084961 046073811 T T C INC**

Total Amount: **\$101,020.65 DR**

Contact:

Value Date: **02-Nov-2009**

Your Ref: **PAYMENT EP000602**

Number Of Items: **62**

Phone (BH):

Phone (AH):

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
A1 BADGE AND TROPHY CENTRE	484799	502136376	\$60.00 CR	PAYMENT 9914	TOOWOOMBA TURF
ABBERTONS HUMAN RESOURCES	633000	122550908	\$243.75 CR	TTC INC	TOOWOOMBA TURF
ALL SAFE FENCING QLD PTY LTD	034221	347652	\$721.60 CR	PAYMENT 9914	TOOWOOMBA TURF
ATTRACTIVE FENCING PTY LTD	633108	124471293	\$6,210.00 CR	TBA TURF CLUB INC	TOOWOOMBA TURF
AUSTRALIA POST	064787	6318697	\$14.35 CR	A/C 6318697	TOOWOOMBA TURF
AUSTRALIAN PRICES NETWORK	032000	683936	\$800.00 CR	TTC 00075493	TOOWOOMBA TURF
BUILDING MATERIAL SUPPLIES	014720	379929825	\$97.47 CR	TOOTURF	TOOWOOMBA TURF
BOC LIMITED	064000	10522921	\$268.02 CR	1202530	TOOWOOMBA TURF
BSC MOTION TECHNOLOGY	062000	203923	\$94.03 CR	TTC 489818	TOOWOOMBA TURF
WESFARMERS LTD	036817	112798	\$881.77 CR	1127984	TOOWOOMBA TURF
CAMBOOYA AGRICULTURAL	124001	10513170	\$3,460.86 CR	TTC INC	TOOWOOMBA TURF
CAMPBELLS CASH AND CARRY	014002	775419499	\$6,416.00 CR	921077011	TOOWOOMBA TURF
CASTLEMAINE PERKINS	082314	508392949	\$10,375.20 CR	55682-01	TOOWOOMBA TURF
CATER CO ELECTRICAL	014720	197812255	\$110.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
COHOES TOOWOOMBA PTY LTD	014720	379371294	\$1,197.91 CR	TBA TURF CLUB	TOOWOOMBA TURF
CONTOUR CONSULTING ENGINEERS	014306	486005169	\$2,618.00 CR	TTC INC	TOOWOOMBA TURF
COOPER GRACE WARD	034003	271653	\$2,770.90 CR	TTC INV 388973	TOOWOOMBA TURF
CRACKER PRINT AND PAPER PTY LTD	014720	348210367	\$3,176.80 CR	TBA TURF CLUB	TOOWOOMBA TURF
DARLING DOWNS BLOODSTOCK	084938	566628665	\$2,200.00 CR	TTC	TOOWOOMBA TURF
DARLING DOWNS RADIO CENTRE	014701	837678171	\$396.00 CR	477/100.7-0000	TOOWOOMBA TURF
DAVID EVANS GROUP	034613	350009	\$511.12 CR	TOOTRF	TOOWOOMBA TURF
DOLLEYS GASFITTING	638080	6932665	\$88.00 CR	PAYMENT 9914	TOOWOOMBA TURF
DOWNS OFFICE EQUIPMENT &	084961	035239820	\$625.09 CR	TOOWTURF	TOOWOOMBA TURF
CL DRUMMOND	064459	10211976	\$400.00 CR	TTC INC	TOOWOOMBA TURF
ELGAS	032195	116084	\$140.55 CR	0242129065	TOOWOOMBA TURF
FENCE CONSTRUCTIONS	084961	869082997	\$640.00 CR	TTC INC	TOOWOOMBA TURF
GC EVENT HIRE	084961	831391532	\$105.82 CR	TBA TURF CLUB INC	TOOWOOMBA TURF
GREMLU PTY LTD	638060	10467041	\$175.03 CR	TTC INC	TOOWOOMBA TURF
IRECKON PTY LTD	034058	173719	\$27.50 CR	TTC INC	TOOWOOMBA TURF
JIM HARRISS	484799	101419071	\$344.80 CR	TBA TURF CLUB	TOOWOOMBA TURF

Direct Payments Report (Continued)

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
JNL INDUSTRIES	034221	431758	\$17.09 CR	TBA TURF CLUB	TOOWOOMBA TURF
K AND R PLUMBING SUPPLIES	064433	00157001	\$588.69 CR	PAYMENT 9914	TOOWOOMBA TURF
LANGE POOL AND SPA	064433	10834724	\$2,278.40 CR	TWBA TURF CLUB INC	TOOWOOMBA TURF
LEICHTS PRODUCTS	034221	570213	\$31.20 CR	TBA TURF CLUB	TOOWOOMBA TURF
LEONA WELBURN	084120	810083522	\$1,375.00 CR	TTC WEB SITE	TOOWOOMBA TURF
MANAGED SOLUTIONS	633000	134339134	\$160.00 CR	TTC INC	TOOWOOMBA TURF
MASTER HIRE	084961	636197566	\$2,788.00 CR	101331	TOOWOOMBA TURF
MOTOR MECCA	084961	027278651	\$51.80 CR	TMBA TURF CLUB INC	TOOWOOMBA TURF
MURPHY & CO PTY LTD	633000	124973801	\$2,057.56 CR	TTC INC	TOOWOOMBA TURF
NEVERFAIL SPRINGWATER	032818	201209401	\$310.45 CR	TMBA TURF CLUB	TOOWOOMBA TURF
OPTIKOOL	124096	20310603	\$132.00 CR	TMBA TURF CLUB	TOOWOOMBA TURF
PJ PM CUSATO	014720	495337333	\$365.26 CR	TTC INC	TOOWOOMBA TURF
QLD AMBULANCE SERVICE	064013	10000396	\$877.03 CR	1000009370	TOOWOOMBA TURF
QPDB PTY LTD	124052	20094453	\$501.67 CR	TBA TURF CLUB	TOOWOOMBA TURF
QUEENSLAND POLICE SERVICE	064013	10006536	\$1,237.20 CR	1800034362	TOOWOOMBA TURF
RANSOME AND JORDON	014555	257514488	\$375.30 CR	TTC INC	TOOWOOMBA TURF
SEWARD DISTRIBUTION	242000	232212004	\$514.05 CR	TTC INC 407518	TOOWOOMBA TURF
RON BELLINGHAM & CO PTY LTD	084983	509002551	\$1,210.40 CR	PAYMENT 9914	TOOWOOMBA TURF
TOM SEDGER	124001	91598008	\$275.00 CR	TTC INC	TOOWOOMBA TURF
SEVEN NETWORK OPERATIONS	032801	777345172	\$5,534.10 CR	7QLD 7709 TBA TURF	TOOWOOMBA TURF
SOUTH WEST PEST CONTROL	064433	300189	\$858.00 CR	TTC INC	TOOWOOMBA TURF
SOUTHERN CROSS BROADCASTING	014002	775097717	\$2,841.66 CR	Q0327000	TOOWOOMBA TURF
GUSSUNG PTY LTD	034221	260290	\$9.90 CR	TBA TURF CLUB	TOOWOOMBA TURF
TELE-SELL DIGITAL ON HOLD	064439	10174918	\$181.50 CR	TMBA TURF ACC -625	TOOWOOMBA TURF
TOOWOOMBA FORKLIFT SERVICE	034221	293631	\$198.00 CR	TOO101	TOOWOOMBA TURF
BROADAV PTY LTD	484799	009916851	\$357.51 CR	PAYMENT 9914	TOOWOOMBA TURF
TOOWOOMBA LANDSCAPE SUPPLIES	034221	176582	\$6,133.60 CR	TTC INC	TOOWOOMBA TURF
TOOWOMBA NEWSPAPERS PTY LTD	082001	872747355	\$5,110.75 CR	11107306273	TOOWOOMBA TURF
TOWN LIGHTING & ELECTRICAL	014720	380117816	\$12,197.95 CR	TTC INC	TOOWOOMBA TURF
TREPPIL SECURITY AND TRAINING	084987	582998519	\$2,510.54 CR	TBA TURF CLUB	TOOWOOMBA TURF
WATER DYNAMICS SW WATER	012787	837698463	\$338.77 CR	TMBA TURF CLUB	TOOWOOMBA TURF
WIN TELEVISION QLD	084905	630220366	\$4,431.90 CR	TT62	TOOWOOMBA TURF

End of Report



CONTOUR

Consulting Engineers

ABN 62 117 061 659

P 07 5493 9777 F 07 5493 6888 E admin@ContourCE.com.au

A PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birtinya 4575, Queensland

TAX INVOICE

DATE : 08-Oct-09
INVOICE # INV01244
ABN 62 117 061 659

PROJECT : 0592

BILL TO:

Toowoomba Turf Club
PO Box 6037
TOOWOOMBA QLD 4350

Attention: Col Zeller

DESCRIPTION	DISCIPLINE (Office use only)	FEE PROPOSED	%	SERVICES COMPLETED	PREVIOUSLY INVOICED	THIS INVOICE
Engineering services in general accordance with our fee proposal dated 2 July 2009 for the proposed car park design at Toowoomba Turf Club.						
Item 1 - Civil Preliminary Engineering Services						
a) Concept car park design plan	CIVPRE	\$1,800.00	100%	\$ 1,800.00	\$ 1,800.00	\$ -
b) Liaison & lodgement of Operational Works application with Council.	CIVPRE	\$2,500.00	100%	\$ 2,500.00	\$ 2,500.00	\$ -
c) Preliminary plan design	CIVPRE	\$3,260.00	100%	\$ 3,260.00	\$ 3,260.00	\$ -
Item 2 - Detailed Design & Documentation	CIVDES	\$3,670.00	100%	\$ 3,670.00	\$ 3,670.00	\$ -
Item 3 - Construction Phase Services (Budget \$3,000.00)						
- Construction audit inspections undertaken on 10 September 2009. Senior Engineer: 2 Hours @ \$220.00/Hr	CIVCON	Hourly Rate		\$ 2,530.00	\$ 2,090.00	\$ 440.00
Additional Services Review and respond to items 1, 2 & 3 of Council's Information Request dated 22 July 2009.						
- Civil Design Office Manager: 3 Hours @ \$235.00/Hr	CIVPRE	Hourly Rate		\$ 705.00	\$ -	\$ 705.00
- Designer: 6.5 Hours @ 190.00/Hr	CIVPRE	Hourly Rate		\$ 1,235.00	\$ -	\$ 1,235.00
Director						
SUBTOTAL						\$ 2,380.00
GST						\$ 238.00
TOTAL						\$ 2,618.00

PAYMENT METHOD : Cash, cheque or direct deposit
Make all cheques payable to : Contour Consulting Engineers Pty Ltd

ACCOUNT DETAILS

Bank : ANZ
Account name : Contour Consulting Engineers Pty Ltd
BSB : 014-306
Account No : 48 600 5169

Total due in 14 days. Overdue accounts shall be subject to an interest charge of 2% per month from due date.

THANK YOU FOR YOUR BUSINESS!

This invoice is issued under the Building and Construction Industry Payment Act 2004 with payment in 14 days.



NATIONAL ONLINE

Direct Payments Report

Message Number: TOOW0621

Message Status: Authorised

Printed on: 09-Oct-2009 4:36 pm

Authorisation Details

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature:

Single File

Filename: PAYMENT DATA

User ID/Name: 070280 T T C INC

Account: 084961 046073811 T T C INC

Total Amount: \$34,708.64 DR

Contact:

Value Date: 09-Oct-2009

Your Ref: PAYMENT EP000569

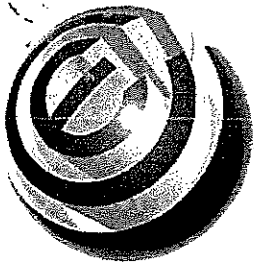
Number Of Items: 21

Phone (BH):

Phone (AH):

Account Name	BSB	Account No.	Amount	Reference	Remitter Name
SHANNON SCHLOSS	064407	10051733	\$350.00 CR	TTC INC	TOOWOOMBA TURF
EVENT ILLUSIONS	014312	253834644	\$692.50 CR	TMBA TURF CLUB	TOOWOOMBA TURF
TMPC HEWLEY PTY LTD	014255	367984042	\$75.00 CR	TBA TURF CLUB	TOOWOOMBA TURF
CHUBB SECURITY SERVICES	032060	180839	\$3,433.33 CR	PAYMENT 9659	TOOWOOMBA TURF
MURPHY & CO PTY LTD	633000	124973801	\$959.20 CR	TTC INC	TOOWOOMBA TURF
QLD AMBULANCE SERVICE	064013	10000396	\$1,315.55 CR	1000009370	TOOWOOMBA TURF
ERGON ENERGY QLD PTY LTD	064000	11703062	\$8,410.80 CR	TWMB TURF CLUB	TOOWOOMBA TURF
COOPER GRACE WARD	034003	271653	\$165.00 CR	TTC INV 388973	TOOWOOMBA TURF
TRANSPACIFIC INDUSTRIES PTY LTD	064000	11466124	\$216.70 CR	193TTC002	TOOWOOMBA TURF
ABBERTONS HUMAN RESOURCES	633000	122550908	\$257.76 CR	TTC INC	TOOWOOMBA TURF
CONTOUR CONSULTING ENGINEERS	014306	486005169	\$2,299.00 CR	TTC INC	TOOWOOMBA TURF
HM GUPPY	014657	393908756	\$105.40 CR	PAYMENT 9659	TOOWOOMBA TURF
REWARD DISTRIBUTION	242000	232212004	\$1,280.58 CR	TTC INC 407518	TOOWOOMBA TURF
BLACKLAW CIVIL CONTRACTORS	064462	10210256	\$7,151.82 CR	TTC INC	TOOWOOMBA TURF
IRECKON PTY LTD	034058	173719	\$660.00 CR	TTC INC	TOOWOOMBA TURF
TELSTRA CORPORATION EFT DIRECT	014002	709844	\$1,649.19 CR	10654	TOOWOOMBA TURF
TJ AND LJ SEARS	124099	20023877	\$1,980.00 CR	TTC INC	TOOWOOMBA TURF
RON WHITE	014720	379959231	\$1,237.50 CR	TMBA TURF CLUB	TOOWOOMBA TURF
CENTREL P/L TA RELIANCE	014669	837188343	\$1,631.63 CR	0007816 TTC INC	TOOWOOMBA TURF
JJ RICHARDS & SONS PTY LTD	064168	450396	\$350.00 CR	02001677	TOOWOOMBA TURF
AUSTRALIA POST	064787	6318697	\$481.68 CR	A/C 6318697	TOOWOOMBA TURF

End of Report



CONTOUR

Consulting Engineers

A.B.N. 62 117 061 659

(P) 07 5493 9777 (F) 07 5493 6888 (E) admin@ContourCE.com.au

(A) PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birtinya 4575, Queensland

STATEMENT

DATE

29/09/2009

Toowoomba Turf Club
PO Box 6037
TOOWOOMBA QLD 4350

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
31/08/2009	INV01209	Sale; Toowoomba Turf Club	\$2,299.00		\$2,299.00

PAYMENT METHOD: Cash, cheque or direct deposit

ACCOUNT DETAILS: ANZ - LAKE KAWANA

ACCOUNT NAME: Contour Consulting Engineers Pty Ltd

BSB: 014-306

ACCOUNT NO: 48 600 5169

PLEASE NOTE OUR TERMS ARE 14-DAYS

Finance Charge

\$0.00

\$0.00

CURRENT	14 DAYS	30 DAYS	30+ DAYS	AMOUNT DUE
		\$2,299.00		\$2,299.00

[Signature]



CONTOUR

Consulting Engineers

ABN
62 117 061 659

(P) 07 5493 9777 (F) 07 5493 6888 (E) admin@ContourCE.com.au
(A) PO Box 474, Buddina 4575, Queensland
Building A, Suite 2 Level 1, 6 Innovation Parkway, Birtinya 4575, Queensland

TAX INVOICE

DATE : 31-Aug-09
INVOICE # INV01209
ABN 62 117 061 659

PROJECT : 0592

BILL TO:

Toowoomba Turf Club
PO Box 6037
TOOWOOMBA QLD 4350

Attention: Col Zeller

DESCRIPTION	DISCIPLINE (Office use only)	FEE PROPOSED	%	SERVICES COMPLETED	PREVIOUSLY INVOICED	THIS INVOICE
Engineering services in general accordance with our fee proposal dated 2 July 2009 for the proposed car park design at Toowoomba Turf Club.						
Item 1 - Civil Preliminary Engineering Services						
a) Concept car park design plan	CIVPRE	\$1,800.00	100%	\$ 1,800.00	\$ 1,800.00	\$ -
b) Liaison & lodgement of Operational Works application with Council.	CIVPRE	\$2,500.00	100%	\$ 2,500.00	\$ 2,500.00	\$ -
c) Preliminary plan design	CIVPRE	\$3,260.00	100%	\$ 3,260.00	\$ 3,260.00	\$ -
Item 2 - Detailed Design & Documentation	CIVDES	\$3,670.00	100%	\$ 3,670.00	\$ 3,670.00	\$ -
Item 3 - Construction Phase Services (Budget \$3,000.00)						
- Construction audit inspections undertaken on 20th August 2009 & 27th August 2009 Senior Engineer: 9.5 Hours @ \$220.00/Hr	CIVCON	Hourly Rate		\$ 2,090.00	\$ -	\$ 2,090.00
PAID						
Director						
SUBTOTAL						\$ 2,090.00
GST						\$ 209.00
TOTAL						\$ 2,299.00

PAYMENT METHOD : Cash, cheque or direct deposit
Make all cheques payable to : Contour Consulting Engineers Pty Ltd

ACCOUNT DETAILS

Bank : ANZ
Account name : Contour Consulting Engineers Pty Ltd
BSB : 014-306
Account No : 48 600 5169

Total due in 14 days. Overdue accounts shall be subject to an interest charge of 2% per month from due date.

THANK YOU FOR YOUR BUSINESS!

This invoice is issued under the Building and Construction Industry Payment Act 2004 with payment in 14 days.



BLACKLAW

CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

Tax Invoice

Toowoomba Turf Club Inc
PO Box 6037
Toowoomba West Qld 4350

Invoice Number 00000489

Date: 28/08/2009

Attention: Ms Leah Meier

Your P.O./Reference No.

FOR FINISHING POST CONSTRUCTION AS ATTACHED

\$6,501.65

PAID
ONLINE

Bank account details for EFT payments
CBA - Buderim
BSB 064-462
Account No. 1021 0256

Customer ABN:	GST:	\$650.17
Terms: Net 14	Total Inc GST:	\$7,151.82

Page Number 1

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au



BLACKLAW

CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

7th August 2009

CEO
Toowoomba Turf Club Inc.
PO Box 6037
Toowoomba West, Qld, 4350

Attention: Ms. Leah Meier

RE: Rails, signs and winning post
Clifford Park Track Redevelopment

Dear Leah,

Now that all the relevant works are complete we wish to finalise a couple of the outstanding issues resulting for the project.

1 - "Damaged" existing running rail.

- (i) The quantity of rail recovered from the existing running rail damaged by our subcontractor is 1,250m. This quantity has been confirmed by Ben Saunders.
- (ii) The total length of the existing running rail was 1,760m. As previously advised we believe that approximately 10% of this rail was in a damaged state. This gives a total length of recoverable rail at 1,584m.
- (iii) The total length of rail damaged is therefore $1,584 - 1,250 = 334\text{m}$.
- (iv) The new replacement cost of running rail as quoted verbally by Steriline is \$104.60/length or \$17.44/m.
- (v) As previously discussed the second hand cost of goods would generally be valued at 30% of new cost. Therefore the cost of the old rail would be 30% of \$17.44 = \$5.23/m.
- (vi) Therefore the cost of the damaged rail is $\$5.23 \times 334 = \$1,746.82$.

2 - Winning post

- (i) Attached is a copy of the costs for the fabrication and erection of the new winning post as produced by our "Job Costing"/ accounting software. The total cost as shown is \$8,248.47.
- (ii) Note that the costs incurred after the 17/06/09 were as a result of Queensland Racing's requirement to install a new mirror. The total of these costs are \$2,774.74.

We believe that results in a balance of \$6,501.65 due to be invoiced. Could you please advise your acceptance of the calculations and we will then submit and invoice for payment.

If you have any queries please give me a call.

Yours Faithfully

Colin Gursansky
Blacklaw Civil Contractors

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au



BLACKLAW

CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

7th August 2009

CEO
Toowoomba Turf Club Inc.
PO Box 6037
Toowoomba West, Qld, 4350

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Yours Faithfully

Colin Gursansky
Blacklaw Civil Contractors

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au

BLACKLAW CIVIL CONTRACTORS

07/08/09 12:28:28

Job Cost List from 01/05/09 to 31/07/09

Page 41

Job: TOOWOOMB Site: Clifford Park Race Course - All Costs

Date	Inv Ref	Supplier/Employee	Materials	SubContract	Labour	Plant	Hours
15/07/09	Run	Nelson, Robert John			30.80		
15/07/09	Run	O'Rourke, Brian John			46.20		
15/07/09	Run	Payne, Nicholas William			30.80		
15/07/09	Run	Southee, Christopher Lee			15.40		
15/07/09	Run	Spicer, Christopher			15.40		
15/07/09	Run	Stephan, Selwyn Perrin			46.20		
15/07/09	Run	Taylor, Brigham Michael			30.80		
15/07/09	Run	Water, Victor James			30.80		
22/07/09	Run	Bishop, Gregory			15.40		
29/07/09	Run	Bishop, Gregory			92.40		
29/07/09	Run	Burns, Brenden Wayne			30.80		
29/07/09	Run	Callaghan, Jason James			61.60		
29/07/09	Run	Coxhead, Christopher			61.60		
29/07/09	Run	Nelson, Robert John			46.20		
29/07/09	Run	Stephan, Selwyn Perrin			30.80		
Travel Allowances (TRAVEL)					Totals		21,452.20
Wet-wait out rain-time pd for (WET)							
20/05/09	Run	Bishop, Gregory			266.00		7.60
20/05/09	Run	Coxhead, Christopher			266.00		7.60
20/05/09	Run	Gray, Ross Duncan			342.00		7.60
20/05/09	Run	Hall, Bradley Robert			140.00		4.00
20/05/09	Run	Herbert, Barton			266.00		7.60
20/05/09	Run	Moss, Darren			228.00		7.60
20/05/09	Run	O'Rourke, Brian John			266.00		7.60
20/05/09	Run	Whitfield, Leslie Clarke			140.00		4.00
27/05/09	Run	Gray, Ross Duncan			684.00		15.20
Wet-wait out rain-time pd for (WET)					Totals		2,598.00
Winning Post-Corbould Park (WINPO)							
27/05/09	35-	Maroochy Steel Supplies	481.68				
27/05/09	331624	Porters Industrial Sales	103.68				
28/05/09	42827	Porters Industrial Sales	29.50				
29/05/09	62813	Citi-Steel Pty Ltd	457.00				
02/06/09	331819	Porters Industrial Sales	98.66				
03/06/09	Run	Chatterton, Paul Wayne			45.00		1.00
03/06/09	385	KME Welding		992.60			
09/06/09	1260	Thorley Protective Coatings	1,096.36				
12/06/09	7689	Olivers Earthmoving		180.00			
15/06/09	8017/602	Bunnings Pty Ltd	92.95				
15/06/09	9402662	Cemex Australia Pty Ltd	220.80				
16/06/09	00000362	Martyr's Mechanical			70.00		
16/06/09	9402670	Cemex Australia Pty Ltd	183.60				
17/06/09	Run	Chatterton, Paul Wayne			45.00		1.00

BLACKLAW CIVIL CONTRACTORS

07/08/09 12:28:28

Job Cost List from 01/05/09 to 31/07/09

Page 42

Job: TOOWOOMB Site: Clifford Park Race Course - All Costs

Date	Inv Ref	Supplier/Employee	Materials	SubContract	Labour	Plant	Hours
17/06/09	Run	Farrell, Richard John			592.20		18.00
17/06/09	Run	Herbert, Barton			122.50		3.50
17/06/09	Run	Howells, Alan Geoffrey			539.70		15.00
17/06/09	Run	Nelson, Robert John			122.50		3.50
03/07/09	Order224	Capral Aluminium Limited	242.08				
03/07/09	T.B.A.	O'Brien Glass	240.91				
03/07/09	333033	Porters Industrial Sales	337.60				
07/07/09	10982701	Kustom Quality Paints Supplies	61.15				
08/07/09	Run	Chatterton, Paul Wayne			67.50		1.50
08/07/09	Run	Farrell, Richard John			302.70		8.50
08/07/09	Run	Howells, Alan Geoffrey			353.15		8.50
08/07/09	390	KME Welding		512.00			
13/07/09	00000386	Martyr's Mechanical		182.50			
15/07/09	Run	Farrell, Richard John			238.20		6.50
15/07/09	Run	Howells, Alan Geoffrey			236.95		6.50
Winning Post Clifford Park (WINPO)			Totals	3,645.97	1,867.10	2,735.40	
Consummables (WCON)							
01/06/09	17	Wolf Traders Industrial Rag	19.09				
20/07/09	96	Wolf Traders Industrial Rag	19.09				
Consummables (WCON)			Totals	38.18			
Plant Maintenance (WSMAN)							
27/05/09	Run	Bishop, Gregory			554.40		12.00
07/07/09	00000380	Martyr's Mechanical		235.54			
Plant Maintenance (WSMAN)			Totals	235.54	554.40		
Totals - All Cost Centres			Materials	794,850.69			
			Subcontract	345,153.71			
			Labour	534,248.16			
			Plant	194,414.50			
			Grand Total	1,868,667.06			



NATIONAL ONLINE

Direct Payments Report

Message Number: **TOOW0583**

Message Status: **Authorised**

Printed on: **28-Sep-2009 4:50 pm**

Authorisation Details

Authoriser:

FLP0017L LEANNE

FLP04AD0 PATZWA

Signature:

Single File

Filename: **PAYMENT DATA**

User ID/Name: **070280 T T C INC**

Account: **084961 046073811 T T C INC**

Total Amount: **\$309,907.30 DR**

Contact:

Value Date: **28-Sep-2009**

Your Ref: **PAYMENT EP000551**

Number Of Items: **1**

Phone (BH):

Phone (AH):

Account Name	BSB	Account No.	Amount Reference	Remitter Name
BLACKLAW CIVIL CONTRACTORS	064462	10210256	\$309,907.30 CR TTC INC	TOOWOOMBA TURF

End of Report



Tax Invoice

Toowoomba Turf Club Inc
PO Box 6037
Toowoomba West Qld 4350

Invoice Number 00000500

Date: 10/09/2009

Attention: Col Zeller

Your PO/Reference No.

CONTRACT NO. 0592

CARPARK DEVELOPMENT
CLIFFORD PARK RACECOURSE, TOOWOOMBA

\$281,733.91

PAYMENT CERTIFICATE NO. 2

Bank account details for EFT payments
CBA - Buderim
BSB 064-462
Account No. 1021 0256

Customer ABN:

GST: \$28,173.39

Total Inc GST: \$309,907.30

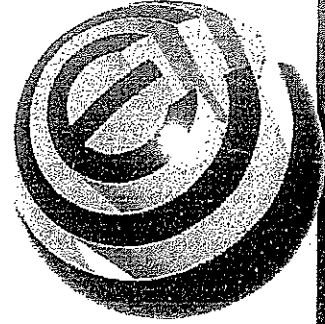
DUE DATE: 24.09.09

AS PER PAYMENT CERTIFICATE, WITHIN 14 DAYS OF CERTIFICATION

• Sub-Divisional Projects • Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au



CONTOUR
CONSULTING ENGINEERS

Our Reference: 0592-PC2

10 September 2009

Blacklaw Civil Contractors
100 Sandalwood Lane
Forest Glen QLD 4556

Attention: Mr Col Gursanscky

Dear Sir,

**RE: CARPARK DEVELOPMENT
CLIFFORD PARK RACECOURSE, TOOWOOMBA**

Please find enclosed Progress Certificate No.2 for works to date on the following project:

Project 0592	
Progress Certificate No.2	
	\$ 281,733.91
GST	\$ 28,173.39
Total	\$ 309,907.30

Please note the following in relation to the claim:

- Total Project Price is \$458,470.45 (excl GST) as negotiated by BCC and TTC.
- The items highlighted in green have had a claim made on them.

A copy of this certificate has been forwarded to the Principal and payment is due within fourteen (14) days. A Tax Invoice for these works should be forwarded directly to the Principal at:

Toowoomba Turf Club
PO Box 6037
Toowoomba West QLD 4350
Attention: Mr Col Zeller

Should you have any queries with respect to the above, please contact this office.

Yours Faithfully,

Tim Freeman – Senior Civil Engineer
BE GradCertPropEc MIEAust
for CONTOUR CONSULTING ENGINEERS PTY LTD

Enc. Progress Certificate No.2

0592-PC2 –Blacklaw
TF

ABN 62 117 061 659

PO Box 474, Buddina 4575, Qld | Building A, Suite 2 Level 1, 5 Innovation Parkway, Birtinya, Sunshine Coast, Qld.
admin@ContourCE.com.au
07 5493 6888
07 5493 9777

CARPARK DEVELOPMENT
at Clifford Park Racecourse, Toowoomba
for Queensland Racing



CONTOUR

Contractor: Blackline Civil Contractors
(00 Sandalwood Lane, Forest Glen QLD 4558)

BUSINESS CERTIFICATE No. 2
CONTRACT NO. 10512

This is to certify that, in accordance with the claim submitted on 9 September 2009, the Contractor is entitled to a payment of THREE HUNDRED AND NINE THOUSAND, NINE HUNDRED AND SEVEN DOLLARS AND THIRTY CENTS (\$309,907.30), calculated as follows:

1	Original Contract Sum	\$	458,470.45
2	Variations previously approved	\$	-
3	Variations approved this claim	\$ 24,549.68 (Additions)	
		\$ - (Deductions)	
		<u>\$ 24,549.68</u>	
4	Total Variations	\$	24,549.68
5	Contract Sum as Varied and Adjusted	<u>\$</u>	<u>483,020.13</u>
6	Value of work completed to date	\$	475,622.57
7	Less Value of work previously certified	\$	170,965.14
8	Less Retention (5% of Contract Sum)	\$	22,923.52
9	Sub-Total	<u>\$</u>	<u>281,733.91</u>
10	Plus GST	\$	28,173.39
11	Total Amount Due	<u>\$</u>	<u>309,907.30</u>

Date: 10 September 2009

Signed: 

Not charged for.



RECEIVED
R03112D



BLACKLAW
CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

Tax Invoice

Toowoomba Turf Club Inc
PO Box 6037
Toowoomba West, Qld 4350

Invoice Number 00000639

Date: 18/08/2010

Attention: Aaron Clancy

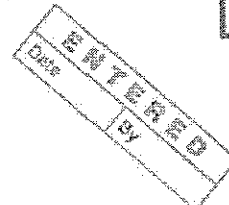
Your PO/Reference No.

Retention Claim

CLIFFORD PARK RACECOURSE, TOOWOOMBA
CARPARK UPGRADE WORKS

\$26,766.07

FINAL RETENTION CLAIM



PAID

EFT
10/9/2010

Bank account details for EFT payments
CBA - Buderim
BSB 064-462
Account No. 1021 0256

Customer ABN:

GST:

\$2,676.61

Total Inc GST:

\$29,442.68

DUE DATE: 30.08.10

AS PER PAYMENT CERTIFICATE, WITHIN 14 DAYS OF CERTIFICATION

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au

RECEIVED
R23 812 D



BLACKLAW

CIVIL CONTRACTORS

A.B.N. 77 106 750 724

CIVIL ENGINEERING CONTRACTORS

Tax Invoice

Toowoomba Turf Club Inc
PO Box 6037
Toowoomba West Qld 4350

Invoice Number 00000639

Date: 18/08/2010

Attention: Aaron Clancy

Your PO/Reference No.

Retention Claim

CLIFFORD PARK RACECOURSE, TOOWOOMBA
CARPARK UPGRADE WORKS

\$26,766.07

FINAL RETENTION CLAIM

COPY

Bank account details for EFT payments
CBA - Buderim
BSB 064-462
Account No. 1021 0258

Passed by committee 21st Aug
to pay: Aaron Clancy

Customer ABN:

GST:

\$2,676.61

Total Inc GST:

\$29,442.68

DUE DATE: 30.08.10

AS PER PAYMENT CERTIFICATE, WITHIN 14 DAYS OF CERTIFICATION

Sub-Divisional Projects Plant Hire

100 SANDALWOOD LANE, FOREST GLEN, QUEENSLAND 4556

Ph: (07) 5442 3300 Fax: (07) 5442 3399 Email: office@blacklawcivil.com.au

20 Aug 2009 - \$15,405 - Contours.

20 Aug 2009 - \$188,061 - Blacklaws.

11 Sept 2009 - \$4,029 - Contours.

02 Nov 2009 - \$2618 - Contours

09 Oct 2009 - \$2299.00 - Contours

28 Sept 2009 - \$309,907 - Blacklaws

18 Aug 2010 - \$29,442 - Blacklaws.

Total Blacklaws - \$ 527,410

Total Contours - \$ 24,351

Total Car park Cost \$- \$551,761