

Queensland



*Brisbane Casino Agreement Act 1992*

# **BRISBANE CASINO AGREEMENT REGULATION 1993**

**Reprinted as in force on 27 July 1993  
(Regulation not amended up to this date)**

**Reprint No. 1**

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the Office of the Queensland Parliamentary Counsel  
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# Information about this reprint

This regulation is reprinted as at 27 July 1993.

See Endnotes for—

- details about when provisions commenced; and
- any provisions that have not commenced and are not incorporated in the reprint.

Queensland



**BRISBANE CASINO AGREEMENT  
REGULATION 1993**

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# **BRISBANE CASINO AGREEMENT REGULATION 1993**

[reprinted as in force on 27 July 1993<sup>2</sup>]

## **Short title**

1. This regulation may be cited as the *Brisbane Casino Agreement Regulation 1993*.

## **Approval of proposed agreement**

2. For the purpose of section 4 of the Act, the agreement set out in the Schedule is approved.

## SCHEDULE

### CASINO AGREEMENT

section 2

AN AGREEMENT made this day      of      1993 between the STATE OF QUEENSLAND (hereinafter called “the State”) of the First Part and Jupiters Limited (A.C.N. 010 741 045) a Company duly incorporated by law and having its principal office in the State of Queensland at 9th Floor, Niecon Tower, 17 Victoria Avenue, Broadbeach (hereinafter called “the Company”) of the Second Part.

#### **WHEREAS:**

- A. The State has permitted the establishment and operation of casinos in the State of Queensland by licensing one casino facility in Northern Queensland and one in Southern Queensland.
- B. The State has further resolved to permit the establishment and operation of a casino in the City of Brisbane.
- C. The State has set out its objectives and considerations in its Brief to Applicants relating to the establishment and operation of an hotel-casino complex in Brisbane in the State of Queensland.
- D. The State acknowledges that the establishment of the Complex is a large scale development project requiring a very large capital expenditure and that it is necessary to give to the Company the security and assurances contained herein to enable the provision of capital for the establishment of the Complex.
- E. Negotiations have been completed with the Company as hereinafter provided and the Minister has agreed, subject to the terms of this Agreement made in accordance with the *Brisbane Casino Agreement Act 1992*, to issue a casino licence to the Company to permit the playing and conducting in the Casino of such games as may be approved by the Minister at any time and from time to time pursuant to the *Casino Control Act*.

- F. It is desirable that in consideration of the Company entering into obligations on its part hereinafter set out that the Company should be granted the entitlements benefits and privileges hereinafter mentioned.
- G. Whilst the parties recognise that the power of the Parliament of the State of Queensland to make laws is absolute and cannot be taken away by an Agreement made by the State, it is the intention of the State that the titles, rights and privileges of the Company be not derogated from by the State in any manner whatsoever except as hereinafter provided.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

## **PART I—PRELIMINARY**

### **1. Definitions.**

In this Agreement unless the context otherwise indicates or requires, the terms following shall have the meanings respectively assigned to them:

**“Agreement”** means this agreement and the schedules thereto and all amendments to such agreement or schedules.

**“Agreement Act”** means the *Brisbane Casino Agreement Act 1992*.

**“Approval Share”** means a Share defined as an Approval Share pursuant to the Foundation Agreement and to this Agreement.

**“Brief to Applicants”** means that document which is headed “Brief to Applicants Part A General Requirements for the 1991 Extension of Casino Operations in Queensland” together with other supplemental documents, “Casino Gaming Control Documents”, “Brief to Applicants Part B Specific Requirements”, and Addenda as issued and listed in the First Schedule.

**“Building Agreement”** means the agreement between the Company and the Company’s Contractor, a copy of which has been delivered by the Company to and held by the Minister for tabling in Parliament.

**“Casino”** means those areas of the Complex identified in the Schematic

Design Drawings as the areas to constitute the Casino in this particular case. Notwithstanding the inclusion or not of the following areas in the Schematic Design Drawings, the term includes not only areas for the conduct and playing of Games but also those ancillary areas which relate directly to the operation and functioning of the Casino and which include money counting, surveillance, accounting and storage.

**“Casino Gross Revenue”** means Casino gross revenue as defined in the *Control Act*.

**“Casino Licence”** means a licence to be granted pursuant to the *Control Act* in respect of the Casino.

**“Commissioning”** means the checking, testing and acceptance of the operational readiness and procedures for the various components of the Complex by the State and the Company.

**“Company’s Contractor”** means the contractor referred to in clause 41 or any substitute contractor appointed pursuant to the Building Agreement and approved by the Minister.

**“Company’s Nominated Representative”** means a person nominated in writing to the Minister by the Company, to be available for liaison during normal office hours, the limits of whose authority for the purposes of this Agreement shall be nominated in such nomination.

**“Complex”** means the hotel casino complex constructed or to be constructed in accordance with the Schematic Design Drawings and pursuant to this Agreement established within the area of which will be the Casino and other businesses or amenities referred to in the Schematic Design Drawings.

**“Construction Period”** in Part III means the period commencing on the date of commencement of the Permit to Occupy and terminating on the Lease Commencement Date of the final Special Lease to be issued for the Site.

**“Construction Site”** means the Site and the surrounding area of land described on the plan which is identified in the Permit to Occupy plus such parts of the footpaths immediately adjoining the indicated areas as may be reasonably required by the Company and approved by the Minister.

**“Control Act”** means the *Casino Control Act 1982*.



**“Corporations Law”** means the Corporations Law of Queensland and the Corporations Regulations of Queensland as defined in Section 3 of the *Corporations (Queensland) Act 1990* and any legislation enacted by the Commonwealth of Australia or the State of Queensland in substitution therefor.

**“Decision”** in Part III means a decision, report or recommendation made or proposed to be made or required to be made and includes:

- (a) a matter appearing or purporting to be a decision, report or recommendation; and
- (b) a matter relating to or appearing or purporting to relate to a decision, report or recommendation.

**“Development”** in Part III means in relation to the Registered Place:

- (a) subdivision;
- (b) change of the use;
- (c) demolition of a building;
- (d) erection, construction or relocation of a building;
- (e) work (including painting or plastering) that substantially alters the appearance of the Registered Place;
- (f) the renovation, alteration or addition to a building; or
- (g) excavation, disturbance or change to landscape or natural features of land that substantially alters the appearance of a Registered Place;

but does not include the following:

- (h) (i) any refurbishment of the Complex which, in the opinion of the Minister, does not substantially reduce the cultural heritage significance of the Registered Place;
- (ii) work relating to Casino operation and surveillance or to security;
- (iii) the installation in the Complex of security systems, surveillance or computer systems and cabling; and
- (iv) work other than that set out in clause (h)(i), (ii) and (iii) and which:

(A) in the opinion of the Minister is minor in nature; or

- (B) does not substantially reduce the cultural heritage significance of the Registered Place; and
- (i) work of a class excluded from the ambit of this definition by the *Queensland Heritage Regulations 1992* promulgated as at 8 April 1993 in respect of the Heritage Act except that maintenance work and minor repair work as used in such regulations shall not have the meanings given to those terms by the *Queensland Heritage Regulations 1992* but shall have the meanings given in this Agreement.

**“Development”** means for the purposes of clause 17:

- (a) the use of the Site;
- (b) the erection or use of the Complex; and
- (c) any works in relation to the Complex,

as approved under this Agreement as at the Operative Date and any such use, erection or works which may thereafter be approved under this Agreement including, without limitation approved under clause 42.

**“Development Program”** means the program for the design, documentation, construction, fit-out, commissioning and completion of the Complex as contained in the Third Schedule.

**“Easement Plan”** means the plan or plans contained in the Fifth Schedule.

**“External Structure”** means the whole and every part of the structure (generally called the facade) comprising the exterior walls of the fixed improvements (as defined in the Special Lease):

- (a) from and including parapet level downwards including gargoyles, pediments and entablatures; and
- (b) including, without limitation, recessed entrances, windows and walls.

**“Facade”** means the whole and every part of the External Structure which is in existence:

- (a) at the Lease Commencement Date for the relevant Special Lease;
- (b) from time to time during the currency of the relevant Special Lease to the extent that it is a restoration, conservation, renovation or repair of the whole or any part of the External Structure in

existence at the Lease Commencement Date of the relevant Special Lease; and

- (c) from time to time during the currency of the relevant Special Lease to the extent that it is a replacement of the whole or any part of the External Structure in existence as at the Lease Commencement Date of the relevant Special Lease.

**“Facility Letter”** means the finance facility letter between the Company and the Australia and New Zealand Banking Group Limited a copy of which has been delivered by the Company to and held by the Minister for tabling in Parliament.

**“Financial Agreement”** means an agreement between the State and the Company bearing even date.

**“Fit-out”** means the application of finishing material, furniture, fittings, furnishings, equipment and such other built-in and loose items required to bring the Complex to an operating condition.

**“Foundation Agreement”** means the agreement dated 4 November 1991 between the Company and other parties, as amended from time to time, a copy of which has been delivered by the Company to and held by the Minister for tabling in Parliament.

**“Founders”** means the founders identified from time to time in the Foundation Agreement.

**“Game”** means a game as that term is defined in the *Control Act*.

**“gaming”** or **“gambling”** means the playing in the Casino of any Game.

**“gaming machine”** means any device that is designed so that:

- (a) it may be used for the purpose of playing a game of chance or a game of mixed chance and skill;
- (b) it may be operated, wholly or partly:
- (i) by the insertion of Australian currency or a chip into the device;
- (ii) by the use of gaming machine credits;
- (iii) by the electronic transfer of gaming machine credits to the device; or
- (iv) by the use of gaming machine credits held, stored or

accredited by the device or elsewhere.

**“gaming machine credit”** means a credit of Australian currency, or chips, registered by a gaming machine.

**“Heritage Act”** means the *Queensland Heritage Act 1992*.

**“Heritage Archaeologist”** means a heritage archaeologist agreed between the Minister and the Company and failing agreement the heritage archaeologist shall be a person nominated by the Company and approved in writing by the Minister whose approval shall not be unreasonably withheld where the person nominated by the Company is an archaeologist of at least 5 years experience in the investigation and recording of heritage sites and buildings. Such archaeologist will continue to act as the heritage archaeologist under this Agreement until such time as the archaeologist is dead or refuses to accept instructions or the Company serves notice on the Minister that the Company wishes to appoint a new heritage archaeologist. The new heritage archaeologist will be appointed in accordance with the mechanisms set out in this clause.

**“Heritage Architect”** means a heritage architect agreed between the Company and the Minister and failing agreement the heritage architect shall be a person nominated by the Company and approved in writing by the Minister whose approval shall not be unreasonably withheld where the person nominated by the Company is an architect of at least 5 years best conservation practice experience in the restoration, renovation, repair and maintenance of heritage buildings utilised for a commercial purpose. Such architect will continue to act as the heritage architect under this Agreement until such time as the architect is dead or refuses to accept instructions or the Company serves notice on the Minister that the Company wishes to appoint a new heritage architect. The new heritage architect will be appointed in accordance with the mechanism set out in this clause.

**“Heritage Council”** means the Queensland Heritage Council established pursuant to section 8 of the Heritage Act.

**“Heritage Minister”** means the Minister of the Crown charged with the administration of the Heritage Act. The term includes any Minister of the Crown who is temporarily performing the duties of the Heritage Minister.

**“Land Administration Building”** means the land known as the Land Administration Building bounded by George Street, Stephens Lane, William Street and the common boundary shared with Queens Park.

**“Lands Minister”** means the Minister for Lands or other Minister of the Crown for the time being charged with the administration of the Site. The term includes any Minister of the Crown who is temporarily performing the duties of the Lands Minister.

**“Lease Commencement Date”** means in respect of a Special Lease granted under clause 40 or clause 73, subject to compliance by the Company with its obligations under this Agreement, the date upon which the Company and the State agree shall be the date on which the whole or the relevant part of the Complex will open for use by the public.

**“Lease Period”** means the period commencing on the Lease Commencement Date of the final Special Lease to be issued in respect of the Site and terminating on the date of expiration of all the Special Leases for the Site.

**“Licence Agreement”** means an agreement between the Company and Conrad Royalty Corporation, a copy of which has been delivered by the Company to and held by the Minister for tabling in Parliament.

**“Local Authority”** means the Brisbane City Council constituted under the City of Brisbane Act and any local authority or joint local authority board constituted under the Local Government Act having jurisdiction in respect of the Local Authority Area in which the Site is situated.

**“Local Authority Area”** means the area in which a Local Authority has jurisdiction including any place under the control of the Local Authority outside the boundaries of the area.

**“Maintenance Work”** means work performed for the purposes of the protective care of the Registered Place including without limitation, for example, the protective care of the materials, features, contents and setting that comprise:

- (a) fences;
- (b) gardens and grounds;
- (c) roads and paths;

- (d) roof and drainage systems;
- (e) services and utilities; and
- (f) the Facade.

Maintenance Work also includes painting work in a colour that substantially conforms with an existing colour scheme at the Registered Place or a colour scheme approved under section 37 of the Heritage Act or under Part III.

**“Management Agreement”** means an agreement between the Company and Conrad International Hotels Corporation, a copy of which has been delivered by the Company to and held by the Minister for tabling in Parliament.

**“Minister”** means the Treasurer or other Minister of the Crown for the time being charged with the administration of the *Control Act*. The term includes any Minister of the Crown who is temporarily performing the duties of the Minister.

**“Minister’s Nominated Representative”** means a person nominated in writing by the Minister to the Company and who shall be authorised by the Minister pursuant to this Agreement to act on his behalf on only those matters prescribed in writing by the Minister and which are directly related to the design, construction, Fit-out and Commissioning of the Complex.

**“Minor Repair Work”** means:

- (a) (i) work of a minor nature that involves repairs to the historic fabric of the Registered Place; and
  - (ii) A. uses the same types of materials and the same construction methods as were originally used on the Registered Place or which have been approved under section 37 of the Heritage Act or under Part III; or
    - B. which are recommended by the Heritage Architect and approved in writing by the Minister having regard to best available information, conservation technology and conservation trade; and
- (b) other works which are determined from time to time by the Director, Casino Control Division.

**“Operative Date”** means the date on which the last of the following occurs:

- (a) the conditions precedent contained in clause 7 are satisfied; and
- (b) the Company pays to the State the moneys required to be paid pursuant to clauses 2 and 8 of the Financial Agreement.

**“Ordinances”** means the ordinances of the Brisbane City Council made under the City of Brisbane Act or the City of Brisbane Town Planning Act and any by-laws made by a Local Authority or joint local authority board under the Local Government Act or any repealed statute.

**“Permitted Development”** means for the purposes of clause 17, development approved under this Agreement including, without limitation, approved as at the Operative Date and approved under clause 42, which may be carried out under a Planning Scheme without the requirement to make an application to a Local Authority for approval, the setting of conditions, the issue of a certificate of compliance or in respect of any other matter.

**“Permit to Occupy”** means the permit to be issued pursuant to the *Land Act 1962* in relation to the Construction Site in accordance with the form set out in the Sixth Schedule.

**“person”** includes a company, corporation, firm and any other body of persons having legal entity as such body as well as a natural person.

**“Planning Legislation”** means any legislation of whatsoever nature relating to the zoning or use of land including, without limitation, the Local Government Act, the Local Government (Planning and Environment) Act, the City of Brisbane Town Planning Act, the City of Brisbane Act and any Ordinances.

**“Planning Scheme”** means any scheme for town planning whether or not made under the Local Government Act, the City of Brisbane Act, the City of Brisbane Town Planning Act, the City of Brisbane Town Planning Modification Act or the Local Government (Planning and Environment) Act.

**“Planning Scheme Maps”** means all maps forming part of any planning scheme in force in the Local Authority Area in which the Site is situated including, without limitation, zoning maps, regulatory maps, strategic plan maps and development control plan maps relevant to the

Site.

**“Project Advisory Group”** means the meeting group described in clause 35.

**“Queens Park”** means the land reserved as Queens Gardens at the date of this Agreement and which is commonly known as Queens Park bounded by William Street, Elizabeth Street, George Street and the common boundary shared with the Land Administration Building but excluding the Queens Park Carpark.

**“Queens Park Carpark”** means the subterranean land below Queens Park bounded by William Street, Elizabeth Street, George Street and the common boundary shared with the Land Administration Building.

**“Queens Wharf Road Retaining Wall”** means that part of the stone retaining wall in Queens Wharf Road, located near the intersection of Queen Street, William Street and Queens Wharf Road, that forms part of the boundary of the Site.

**“Registered Place”** means the Treasury Building, Land Administration Building and Queens Park and the Queens Wharf Road Retaining Wall.

**“Schematic Design Drawings”** means the plans, drawings, reports and other material delivered by the Company to and held by the Minister for tabling in Parliament as listed in the Second Schedule. The term includes all variations thereto as hereinafter provided.

**“Share”** means a share or stock in the Company.

**“Share Holder”** means the person who for the time being is registered under the provisions of the Company’s Articles of Association as the holder of a Share and includes persons jointly so registered.

**“Show Cause”** means the procedure defined in clause 31.

**“Site”** means the area of land described on the plan which is identified in the Seventh Schedule.

**“Site Establishment”** means in respect of the Construction Site:

- (a) erecting safety and facility items including fencing, barriers, hoardings, gantries and office sheds;
- (b) surveying set out work;



- (c) the reticulation of temporary electricity;
- (d) the investigation of and treatment of termite infestation;
- (e) identifying and labelling of heritage material ready for removal from the Construction Site and storage as required under this Agreement;
- (f) undertaking weather proofing repairs to protect roofs and walls;
- (g) finalising investigations and arrangements with all relevant authorities including, without limitation, SEQEB; and
- (h) to commence capping, diversion, relocation of services both internal and external to the Construction Site and other work approved in writing by the Minister's Nominated Representative.

**“Special Facility Licence”** means a special facility licence under the *Liquor Act 1992*.

**“Special Lease”** means the lease or leases to be granted pursuant to Section 203(a) of the *Land Act 1962* in relation to the whole of the Complex or in respect of the component parts of the Complex. Each such lease shall be in the form set out in the Seventh Schedule.

**“Statutory Planning Provisions”** means any statutory town planning provisions regulating the Development of the Site.

**“Stephens Lane”** means the land adjoining the Site bounded by George Street, Old Printery (William Street), Printing Building (George Street), William Street and the common boundary shared with the Land Administration Building.

**“Stop Order”** means an order issued by the Minister, the Heritage Minister or their nominated representatives pursuant to Part III.

**“Treasury Building”** means the land known as Treasury Building bounded by William Street, Queen Street, George Street and Elizabeth Street.

**“Works”** means all design, construction, Fit-out and Commissioning works of any nature whatsoever necessarily required for the completion of the Complex and shall include all excavations and ancillary works preparatory to and associated therewith whether on or off the Site.

**2. Interpretation.**

- (a) Unless the context otherwise requires, words importing a singular gender shall include any other gender; the singular includes the plural and vice versa; person includes corporation and/or bodies corporate; whenever a corporation shall be a party hereto the words designating such corporation herein shall extend to and include such corporation, its successors in titles and permitted assigns; whenever a person shall be a party hereto the words designating such person herein shall extend to and include such person his executors, administrators and assigns; where two or more parties are parties to a covenant, agreement, undertaking or provision of any kind hereunder, then whether those parties are referred to individually herein or designated and referred to together by a word in the singular person, such covenant, agreement, undertaking or provision of any kind whatsoever shall bind such parties jointly and each of them severally.
- (b) Unless the context otherwise requires, whenever there is any covenant on the part of the Company or obligation placed on the Company (express or implied) then any costs associated with the performance of that covenant or obligation shall be at the expense of the Company.
- (c) Headings have been inserted for ease of reference only and do not affect the interpretation of this Agreement.

**3. Counting of days.**

- (a) Unless nominated specifically otherwise within a particular clause herein, the counting of days is to be based on working week days (Monday to Friday inclusive) but excluding public holidays occurring in Brisbane.
- (b) Rostered days off and other construction industry related non-working days are to have no effect on the counting of days in any matter concerned with notices between the State and the Company.

#### **4. Legislative Acts.**

Any reference to any Act or Acts, regulations, ordinances or by-laws, unless the context otherwise requires shall include that Act or those Acts, regulation, ordinance or by-laws and any Act, regulation, ordinance or by-law amending the same or in substitution therefor.

#### **5. Authority to enter into Agreement.**

The State acknowledges and confirms that approval has been given in accordance with the Agreement Act for the Minister, for and on behalf of the State, to enter into this Agreement with the Company and that pursuant to the Agreement Act this Agreement is taken to be ratified by Parliament for the purposes of section 19 of the *Control Act*.

#### **6. Prospective Licensee's Benefits and Obligations.**

- (a) The benefits conferred upon, and the obligations imposed upon, the Company pursuant to this Agreement include those benefits and obligations contained in the Permit to Occupy and the Special Lease.
- (b) In the event of any conflict between this Agreement, the Permit to Occupy and the Special Lease, this Agreement shall prevail. In the event of any conflict between the Permit to Occupy and the Special Lease the Permit to Occupy shall prevail if the act omission or thing in respect of which the conflict arises occurs prior to the Lease Commencement Date and the Special Lease shall prevail if the act omission or thing in respect of which the conflict arises occurs on or after the Lease Commencement Date.

#### **7. Conditions precedent.**

- (a) This Agreement shall be subject to and conditional upon:
  - (i) the Building Agreement;
  - (ii) the Management Agreement;
  - (iii) the Licence Agreement;
  - (iv) the Facility Letter; and

(v) the Financial Agreement

being duly entered into by the respective parties thereto prior to, or not later than 10 days after, the date of this Agreement or such extended period as may be approved by the Minister, in the form of agreement that in each case is in accordance with the copy thereof tabled in Parliament or in such other terms as are approved by the Minister.

- (b) Any amounts payable pursuant to clause 2(a) of the Financial Agreement shall be paid in accordance with the Financial Agreement to Queensland Treasury in a form approved by the Minister.
- (c) If the conditions contained in subclauses (a) and (b) of this clause shall not have been satisfied within the period referred to therein, this Agreement shall thereupon cease and determine and none of the parties to this Agreement will have any claim against any other of them with respect to any matter or thing arising out of, done, performed or omitted to be done or performed under this Agreement or in anticipation of the coming into force of this Agreement.
- (d) Subject to the grant of the Minister's approval of the proposed Site Establishment works and to the Company performing its obligations under this Agreement to be performed prior to the Company taking possession of the Construction Site, the Company may undertake Site Establishment at any time from the issue of the Permit to Occupy provided approval has been obtained pursuant to clause 26 for such work.

## **8. Variation of the Agreement.**

The terms of this Agreement, and specifically so far as they give to the Company the entitlements, benefits and privileges as herein provided, may only be varied in accordance with section 6 of the Agreement Act.

## **9. Authority of the Minister.**

The Minister shall have the authority to decide all matters on behalf of the State pertaining to or connected with this Agreement unless the Governor in

Council is specifically stated as the approving authority.

#### **10. Agreement to have force of law.**

The parties acknowledge that, pursuant to section 5 of the Agreement Act, upon this Agreement being entered into the provisions of this Agreement shall have the effect as if the Agreement were an enactment of the Agreement Act.

#### **11. Illegal acts.**

Notwithstanding anything contained in any Act or other statutory provision or rule of law enacted by the State it is hereby acknowledged that any act by the State, or the Company, connected with, or pertaining to the obligations, titles, rights and privileges of the parties contained in this Agreement, which would, but for the enactment of the *Control Act* and the *Agreement Act* be illegal shall not be illegal.

#### **12. Encumbrances to the Licence.**

Subject to any other approvals required under any other act, the Company may mortgage, charge or otherwise encumber its interests in:

- (a) the Casino Licence;
- (b) the Special Facility Licence;
- (c) the Complex;
- (d) the Special Lease; and
- (e) the rights and benefits of the Company under this Agreement in accordance with Section 32 of the *Control Act*.

PROVIDED HOWEVER that any such encumbrance shall include the name of the State of Queensland as the lessor of the Site and the Minister shall be deemed to have consented to the execution by the Company of the securities referred to in the Facility Letter and to the granting of the security constituted by or provided for in the Facility Letter, and to have approved the appointment of the mortgagee and encumbrancee under those proposed securities as the person to whom such security is to be given in terms of and in accordance with Section 32 of the *Control Act*.

**13. Approval of Agreement.**

- (a) This Agreement is made in accordance with section 4(1) of the Agreement Act and has been approved by regulation as required by section 4(2) of the Agreement Act.
- (b) If the regulation referred to in paragraph (a) above is disallowed by the Legislative Assembly within 14 sitting days (as defined in the *Statutory Instruments Act 1992*) after the regulation is laid before the Legislative Assembly, this Agreement will cease and determine in which event neither party will have any claim against the other with respect to any matter or thing arising out of, done, performed or omitted to be done or performed under this Agreement or in anticipation of the coming into force of the Agreement other than set out in the Financial Agreement.

**14. Bear own costs.**

Each party shall pay its own costs in respect of this Agreement.

**15. Stamp Duty.**

The Company shall not be liable for any stamp duty on this Agreement or any document entered into between the parties pursuant to or in accordance with this Agreement, including without limiting the foregoing the Financial Agreement, the Permit to Occupy and the Special Lease.

Provided that the State receives an amount of \$5,100,000 in lieu of stamp duty in accordance with the Financial Agreement, then no liability for stamp duty shall arise under the *Stamp Act 1896* in relation to all such documents entered into between the parties pursuant to or in accordance with this Agreement.

**PART II—DEVELOPMENT OF COMPLEX AND RELATED MATTERS****16. Identification of Site.**

The State confirms the Site as the area upon which the Complex shall be

developed and constructed in accordance with the terms of this Agreement.

### **17. Zoning of Site.**

(a) Notwithstanding the provisions of any Planning Legislation the State agrees that subject to compliance by the Company with its obligations under this Agreement, from the Operative Date:

(i) the Site shall be deemed to be included in the Particular Development (Brisbane Casino) Zone under any Planning Scheme in force in the Local Authority Area in which the Site is situated and shall remain so zoned for the purposes of this Agreement;

(ii) the Development of the Site shall be deemed to be Permitted Development under any Planning Legislation, Planning Scheme or Statutory Planning Provisions in force in the Local Authority Area in which the Site is situated; and

(iii) the Development of the Site shall be deemed to have complied with all requirements or standards fixed or specified by any Planning Legislation, Planning Scheme or Statutory Planning Provisions in force in the Local Authority Area in which the Site is situated;

so that the Development may be carried out without any interference or interruption by any Local Authority, corporation or instrumentality of the State or any person on the grounds that the Development is contrary to any Planning Legislation, Planning Scheme or Statutory Planning Provisions in force in the Local Authority Area in which the Site is situated.

(b) The State agrees that subject to compliance by the Company with its obligations under this Agreement, from the Operative Date the Planning Scheme Maps for the Planning Scheme in force in the Local Authority Area in which the Site is situated shall be deemed to be appropriately endorsed by the Local Authority and the Minister for Housing, Local Government and Planning to give effect to clause 17.(a).

**18. Warranties by the Company.**

The Company warrants that:

- (a) all matters, other than those matters referred to in clause 17, which required the consent, permission or approval of the local authorities and statutory bodies with respect to the design, development, construction and Commissioning for operation of the Complex have been or will be satisfactorily negotiated with such local authorities and statutory bodies;
- (b) the Complex shall be designed, developed, constructed, fitted out and commissioned for operation in accordance with the Schematic Design Drawings and the further working drawings and specifications which are hereinafter provided for together with any approved alterations or modifications thereto pursuant to clause 29; and
- (c) the Complex shall be completed and ready for operation and use by the public not later than 30 months from the Operative Date subject only to any extensions of time to that date which may be approved by the Company pursuant to the Building Agreement and monitored by the State.

**19. Works and Fees.**

- (a) The Company shall perform at its own cost the works set out in Part A of the Fourth Schedule. The Company estimates that the performance of the works will cost the sums set out in the second column of Part A of the Fourth Schedule but shall not be obliged to expend those amounts.
- (b) The Brisbane City Council shall perform the works set out in Part B of the Fourth Schedule. The Company shall pay to the Brisbane City Council the Council's costs in the performance of the works (as negotiated between the Company and the Council).

**20. Development to comply.**

- (a) The design, construction, fit-out and commissioning of the Complex or any stage thereof as hereinafter provided for shall, subject to the provisions of clause 17, comply with the



requirements of all regulations and by-laws of all relevant Local Authorities and Statutory Bodies and all Acts of the State and the Commonwealth applicable thereto and in particular the *Fire Services Act 1991*, the *Building Act 1975*, the *Workplace Health and Safety Act* and the *Factories and Shops Act 1960*.

- (b) The parties acknowledge that compliance by the Company with the provisions of subclause (a) of this clause shall in no manner whatsoever compel or require the Company to carry out any additional works or to make any financial contributions to any such authorities or bodies in respect of the design, construction, Fit-out and Commissioning of the Complex which are in addition to those provided for in clause 19 save and except such additional works or financial contributions which would be usual for the design, development, construction, Fit-out and Commissioning of the Complex and which could not have reasonably been foreseen at the commencement of the Works and of which the Governor in Council has approved.

## **21. Compliance with Building Act.**

- (a) The provisions of the *Building Act 1975* other than:
- (i) such provisions as relate to the requirement to make application to a local authority for its approval to carry out building work; and
  - (ii) such provisions, exclusive of the Standard Building By-laws, as confer on a local authority any power, authority or discretion or impose on a local authority any function or duty;
- extend to the design, construction, Fit-out and Commissioning of the Complex subject to the following provisions of this clause.
- (b) The carrying out of building work shall not be unlawful by reason only of the absence of an approval by a local authority under the *Building Act 1975*.
- (c) In the application to any building work being carried out in relation to the design, construction, Fit-out and Commissioning of the Complex of any provision of the Standard Building By-laws

that confers on a local authority any power, authority, or discretion or imposes on a local authority any function or duty, such provision shall be read and construed as if in every such case it conferred or imposed on the Minister or on a person authorised by the Minister for the purpose that power, authority, discretion, function or duty in place of the local authority.

- (d) The Minister is hereby empowered to authorise, either generally or in a particular case, any person to exercise a power, authority or discretion or to perform a function or duty construed under this clause to be conferred or imposed on the Minister.
- (e) Where building work is to be carried out, the local authority of the area in which the building work is to be carried out shall be supplied by the Minister or by a person authorised by the Minister for the purpose with such information as is prescribed by the Standard Building By-laws.
- (f) In this clause:
  - (i) building work;
  - (ii) local authority; and
  - (iii) Standard Building By-laws;have the same meaning as in the *Building Act 1975*.

## **22. Issue of the Permit to Occupy.**

The State shall take all steps necessary to ensure the issue to the Company of a permit to occupy over the Construction Site allowing the Company to occupy the Construction Site from the date of this Agreement. Such permit to occupy shall be in the form of the Permit to Occupy. The State is authorised to complete the Permit to Occupy by inserting the date of commencement being the date of this Agreement. Notwithstanding the foregoing the Company shall not be entitled to commence Site Establishment until the Company has carried out the following obligations:

- (a) the Company has insured the Construction Site pursuant to the terms of clause 13 of the Permit to Occupy;
- (b) the Company has carried out any other obligation required by the State to be performed pursuant to this Agreement prior to the

commencement of Site Establishment.

### **23. Acknowledgment of the Permit to Occupy.**

The Company shall abide by the terms of the Permit to Occupy from the date of its issue. The Company's acknowledgment and acceptance of the Permit to Occupy will be confirmed by the commencement of Site Establishment by the Company's Contractor.

### **24. Schematic Design Drawings.**

The parties acknowledge that the Schematic Design Drawings identified in the Second Schedule set out the general design and reflect the planning objectives of the State and the Company for the design, development, construction, Fit-out and Commissioning of the Complex except for the items nominated in the Queensland Treasury report titled *Brisbane Casino Schematic Design Drawings: Design Amendments and Further Particulars* dated April 1993.

### **25. Detailed Design Submission.**

The Company shall within 18 weeks of the Operative Date or such longer period as approved by the Minister submit to the Minister for his approval the following items:

- (a) an engineering survey drawing indicating all site alignments and constraints and all metes and bounds of the site all ownership and controls as well as the names of any abutting roads waterways service lines and other material matters both existing and proposed;
- (b) a schedule identifying the nature and degree of access to all facilities by people who may not be attending the Complex;
- (c) a detailed site development master plan or plans clearly indicating the full intentions of the Company for the development of the Complex which shall contain all intended stages of development;
- (d) all developed design drawings;
- (e) a budget estimate of costs for the Works prepared by a Quantity

Surveyor in accordance with the current National Public Works Conference Cost Control Manual;

- (f) a proposal detailing the intended method of carrying out all phases of the development of the Complex including the type of contract documentation to be used, the system, including the provision for Ministerial review and approval, for the calling of tenders and appointment of sub-contractors, nominated sub-contractors, trade contractors and the method for completing construction, fit-out and the commissioning of the Complex;
- (g) an itemised design and construction program for all phases of the development of the Complex up to and including the time of commissioning the Complex for operation which may at the option of the Company provide for the Works to be staged to permit pursuant to clause 40 hereof any part of the Complex to open for use by members of the public before the whole of the Complex is completed;
- (h) a projected and itemised cash-flow forecast up to and including the commissioning stage on a financial year matrix.

## **26. Essential pre-requisites for construction.**

- (a) The State acknowledges and confirms that the Company intends to prepare or cause to be prepared all necessary documents and drawings for the design and construction of the Complex other than the documents and drawings contemplated in clauses 25, 26 and 27 and to carry out or cause to be carried out the construction of the Complex in stages and that as the said necessary documents and drawings for each stage are completed to submit all such documents and drawings to the Minister for approval.
- (b) The Company shall, not later than the dates contemplated in the Development Program, submit to the Minister for his approval the following drawings and documents so far as they relate to that part of the Works which the Company intends to commence as the next ensuing stage:
  - (i) working drawings and specifications;
  - (ii) pre-tender contract documentation;

- (iii) nominations of sub-contractors;
- (iv) equipment and fit-out documentation.

## **27. Casino-related Documentation.**

- (a) The Company shall, not less than 20 days prior to the commencement of any Works or any part thereof which relate directly to the operation of the Casino, submit to the Minister for his approval, all working drawings and specifications relating to such items of construction and in particular the following details:
  - (i) Casino floor layouts showing placement of gaming tables and closed circuit television cameras;
  - (ii) the design of the reflected ceiling showing the location of closed circuit television cameras, lights and other fittings and services;
  - (iii) plans of cashier's cages, count rooms and all security areas including access thereto;
  - (iv) plans of areas to be used for inspectors appointed under the *Control Act*, Police personnel and the Casino security and surveillance personnel;
  - (v) the electrical installations, including the following items in particular:
    - A. closed circuit television system;
    - B. alarm system;
    - C. telephone installations;
    - D. emergency link to local police headquarters;
    - E. auxiliary power and lighting provisions;
    - F. all computer installations in general, with particular emphasis on the control and operating system for machine gaming;
  - (vi) the master-key system proposed; and
  - (vii) the proposed construction, supply or fit-out of the preceding items.

- (b) The Company shall ensure that all materials, fittings and equipment utilised in the construction, fit-out and operation of those areas specified in subclause (a) shall be of a high standard of manufacture and of a quality commensurate with an international class hotel-casino.

## **28. Pre-Opening documentation.**

The Company shall in sufficient time to allow the Minister to consider but in any event prior to the date upon which the Company intends to open for use by the public any part of the Complex submit to the Minister for his approval details of the following matters so far as they relate to that part of the Complex which the Company intends to open as aforesaid:

- (a) fire safety procedures;
- (b) crowd control procedures;
- (c) armoured vehicle transfer arrangements;
- (d) vehicle control and parking arrangements.

## **29. Variations to design.**

- (a) The parties acknowledge that variations to the Schematic Design Drawings and the working drawings and specifications to be provided pursuant to this Agreement may be necessary. The Company shall submit to the Minister's Nominated Representative details of any such variations that are proposed and shall not make any such variations without the prior approval in writing of the Minister. If such variation is a Development in terms of Part III of this Agreement then in addition to obtaining the approval of the Minister under this clause, the approval of the Minister must be obtained under Part III of this Agreement.
- (b) If, in the opinion of the Company, it is necessary to make variations as aforesaid as a matter of urgency then the Company shall be permitted to carry out such variations and it shall as soon as is practicable advise the Minister's Nominated Representative of such variations. This advice shall identify the case for any such variation and also identify the reasons for proceeding without prior approval of such variation, unless such variation involves

the removal of existing fabric which is not permitted under any circumstances without prior written approval.

### **30. Compliance with *Brief to Applicants*.**

- (a) In considering an application for approval under clauses 25, 26, 27, 28, 29 and 42, the Minister may have regard to the requirements (if any) specified in the Brief to Applicants.
- (b) The Minister may refuse to approve an application under the clauses 25, 26, 27, 28 and 29 on the ground that the matter for which approval is sought fails to comply with the requirements specified in the Brief to Applicants. The Minister may approve an application under clauses 25, 26, 27, 28 and 29 even though the matter for which approval is sought fails to comply with the requirements specified in the Brief to Applicants.
- (c) The Company agrees that it will not object to or appeal against the decision of the Minister to reject an application for approval on the ground that it failed to comply with the requirements specified in the Brief to Applicants unless such objection or appeal relates to whether the application complies with the requirements specified in the Brief to Applicants.
- (d) Where the Minister approves an application which does not comply with the requirements specified in the Brief to Applicants in respect of a specific matter then the Minister shall not subsequently reject an application in respect of the same specific matter on the ground that it does not comply with the requirements specified in the Brief to Applicants.

### **31. Show Cause Procedure.**

- (a) If upon the submissions detailed in clauses 25, 26, 27, 28, 29 and 42 having been made, the Minister does not approve the whole or any part of such submissions he shall issue a notice to *Show Cause* why that part should not be altered, replaced or withdrawn and cause such notice to be delivered to the Company;
- (b) The notice shall state the grounds upon which the Minister does not approve the whole or such part of the submission and shall

allow such time as may be reasonable, but not less than 10 days, by which cause may be shown;

- (c) The Company may endeavour to *Show Cause* by written, oral or any other type of further submission to the Minister on or before the day specified in the notice by which cause may be shown, and may in showing cause, introduce such further alternative proposals for consideration by the Minister as it deems necessary;
- (d) The Minister shall give all further submissions forwarded to him in answer to the *Show Cause* notice all due consideration and if, in his opinion:
  - (i) insufficient cause is shown or, where no cause is shown, direct that the Company modify its submission in such manner as will satisfy him; or
  - (ii) sufficient cause is shown accept and approve the submission of the Company in its original form or subject to any modification which he directs;
- (e) In his consideration of all submissions made to him pursuant to clauses 25, 26, 27, 28, 29 and 42 or pursuant to this clause the Minister shall have regard to the general design and planning objectives of the State and the Company contained in the Schematic Design Drawings, subject to such variations thereto as shall have been approved where approval is required.

### **32. Time for Approval.**

During the period of the Permit to Occupy and subject to the provisions of Part III, the Minister shall approve or not approve the necessary documents (including drawings) which the Company is required to lodge with the Minister hereunder within 20 days of receiving same from the Company provided however that if the Minister at any time requests the Company to provide further information relevant to the documentation before the Minister, the days between the date that the information is requested and the date that the information is provided, inclusive of both dates, shall not be counted in the 20 day period referred to above. If the Minister has not advised within the time for approval:

- (a) that the documents have to be resubmitted, giving particular



reasons for non-approval; or

- (b) that the documents are approved subject to particular conditions being undertaken; or
- (c) that a *Show Cause* notice pursuant to clause 31 has already been issued covering the topic of the documents; or
- (d) that a *Show Cause* notice pursuant to clause 31 is hereby issued;

then the Company may at its discretion advise that deemed approval will be in effect by formally advising the Minister. If no written response as required herein has been received within 2 days of the Company's Notice being served, the Minister's approval is deemed to be in effect and the Company may proceed with that part of the Works for which approval was sought.

### **33. Minister's Nominated Representative.**

- (a) The Minister's Nominated Representative shall be available during all normal working hours, and as often as may be necessary, for consideration of all drawings and specifications and consideration and consultation of any other technical matters connected with design, construction, fit-out and commissioning of the Complex.
- (b) The Company shall provide an on-site secure office for the exclusive use by the Minister's Nominated Representative and any other representatives nominated by the Minister as hereinbefore referred to during the carrying out of the Works. Such office shall be in a location to be agreed upon by the Minister's Nominated Representative and the Company and shall have its own separate access and be of a standard that is, and with facilities that are, not less than that provided for the Company's Contractor's senior on-site representative.

### **34. Inspections of the Construction Site.**

- (a) The Minister's Nominated Representative shall from time to time give to the Company notice in writing of particular inspections, measurements and tests that he proposes to carry out during the progress of the Works sufficiently in advance of the proposed

dates of completion of the work to be inspected, measured or tested so as not to delay the completion thereof and the Company shall ensure that no part of the Works is covered up or otherwise made inaccessible before any required inspection, measurement or test is completed;

PROVIDED HOWEVER that should the Minister's Nominated Representative not carry out the particular inspection, measurement or test on the day appointed by the Company's Contractor, the Company's Contractor shall be at liberty to continue the Works after so advising the Minister's Nominated Representative.

- (b) Unless the particular inspection is considered, in the reasonable opinion of the Minister's Nominated Representative, to be of an urgent nature, the inspection shall be carried out at a time which is mutually agreed by the Minister's Nominated Representative and the Company's Contractor.
- (c) The Minister, the Minister's Nominated Representative and any persons appointed in writing by the Minister or the Minister's Nominated Representative, shall at all times have free access to the site for the purpose of inspecting and measuring the progress of the works and undertaking tests;

PROVIDED THAT, in doing so, such persons shall not interfere with the progress of the Works except for the purpose of exercising any powers hereby conferred;

AND PROVIDED FURTHER that on entering the Site, such persons shall inform the senior representative of the Company's Contractor on the Site of their presence and shall comply with all reasonable directions given and on-site policies made by the Company and/or the Company's Contractor in relation to persons entering the Site for the purposes of on-site health and safety.

### **35. Project Advisory Group Meetings.**

Project Advisory Group meetings shall be held on a monthly basis and from time to time as may be agreed upon by the Minister's Nominated Representative and the Company's Nominated Representative during the design documentation, construction, Fit-out and Commissioning stages.

The principal purposes of these meetings are to monitor design, development, contract documentation and progress of the Works, to provide advice by the Minister's Nominated Representative to the Company in respect of compliance with the State's requirements during the various stages of the development of the Complex and to discuss any urgent matters which may arise from time to time. Such meetings shall be chaired by the Minister's Nominated Representative and attended by the Company's Nominated Representative and such others as may be determined by these persons from time to time. The Company shall provide accurate minutes to the Minister's Nominated Representative within 5 days of such meetings.

### **36. Copies of documents.**

The Company shall provide four copies of all plans, specifications and other such material to the Minister as may be required pursuant to this Agreement or in accordance with any procedure for inspection of the works as may from time to time be advised by the Minister or the Minister's Nominated Representative to the Company, and to provide such additional copies for any variation or further design development of parts of the Complex.

### **37. Special Lease Action.**

Subject to compliance by the Company with its obligations under this Agreement, the State shall take all steps as shall be necessary to ensure that the Special Lease may be granted under clause 73.(a). Such steps shall include but not be limited to:

- (a) The closure of the whole or part of the following roads and the inclusion of the land occupied by the closed roads in the Site:
  - (i) part of William Street or part of the stratum thereof to enable use of the carpark access to Queens Park Carpark;
  - (ii) part of the stratum of William Street to enable the use of the vehicle access to the Treasury Building;
  - (iii) part of the stratum of Elizabeth Street to enable the use of the underground pedestrian viaduct between the Treasury Building and Queens Park Carpark;
  - (iv) part of George Street or part of the stratum thereof to enable

use of the carpark entry to the Queens Park Carpark.

- (b) The closure of the whole of Stephens Lane to enable the grant of the easements under clause 38.(a)(i).
- (c) The removal or suitable rearrangement of the reserve designation from the following parts of the Site to enable the use of those parts for the proposed purposes:
  - (i) the public gardens reserve designation from Queens Park Carpark;
  - (ii) the departmental and official purposes reserve designation from the Treasury Building;
  - (iii) any reserve designation from the Land Administration Building; and
- (d) If necessary, the designation of Queens Park as a public gardens reserve.

### **38. Easements.**

- (a) Subject to compliance by the Company with its obligations under this Agreement, the State shall take all steps as shall be necessary to grant to the Company the following easements to take effect on and from the Lease Commencement Date:
  - (i) An easement for vehicular access, pedestrian access and fire safety purposes over that part of Stephens Lane identified on the Easement Plan;
  - (ii) An easement for services purposes over those parts of Queens Park identified on the Easement Plan; and
  - (iii) Such further easements for such purposes over Queens Park as identified during construction of the Complex as agreed between the State and the Company.
- (b) This clause applies notwithstanding Section 5.12 of the *Local Government (Planning and Environment) Act 1990*. Section 5.12 of the *Local Government (Planning and Environment) Act 1990* shall not apply to the easements granted under this clause and the registering authority as referred to in Section 5.12(11) shall register or record such easements without endorsement on or

certification upon such easements of Local Authority approval.

- (c) Any easement granted pursuant to this clause shall terminate upon the lawful termination of any Special Lease granted pursuant to this Agreement or any further lease negotiated between the Minister and the Company thereafter in accordance with clause 29.(a) of the Special Lease.

### **39. Easement Conditions.**

The easements to be granted under clause 38 shall in respect of the easement to be granted:

- (a) under clause 38.(a)(i) contain the terms and conditions contained in the Tenth Schedule Part 1;
- (b) under clause 38.(a)(ii) contain the terms and conditions contained in the Tenth Schedule Part 2;
- (c) under clause 38.(a)(iii) contain such terms and conditions as agreed between the State and the Company.

### **40. Early opening of parts of the Complex.**

- (a) At any time after the completion of construction of any portion of the Complex, the Company may apply to the Minister for approval to open that portion of the Complex notwithstanding that the whole of the Complex is not completed. For the purposes of this clause the portions of the Complex in respect of which application may be made under this clause are:
  - (i) the Treasury Building including that part of the Site under William Street immediately abutting the Treasury Building;
  - (ii) Queens Park Carpark including those parts of the Site in William Street and George Street and under Elizabeth Street immediately abutting Queens Park; and
  - (iii) the Land Administration Building.
- (b) If considered appropriate by the Minister the State shall take action for the Permit to Occupy to be terminated with respect to that portion or those portions of the Construction Site in respect of

which the application has been made under clause 40.(a) and for the relevant Special Lease to be granted in respect of that portion or those portions of the Site commencing on the Lease Commencement Date applicable to that Special Lease.

- (c) Notwithstanding the issue of the relevant Special Lease under clause 40.(b) if such Special Lease is granted prior to completion of construction of the whole of the Complex, the remainder of the Complex shall be completed within 6 months after the Lease Commencement Date applicable to the first Special Lease granted under clause 40.(b) or such longer period approved by the Minister and the Permit to Occupy shall continue to apply to the Construction and Fit-out of the balance of the Complex.
- (d) If a Special Lease is granted under clause 40.(b) in respect of that portion of the Complex described in clause 40.(a)(i) the Special Lease granted shall contain the amendments set out in Eighth Schedule, Part 1.
- (e) If a Special Lease is granted under clause 40.(b) in respect of those portions of the Complex described in clauses 40.(a)(i) and 40.(a)(ii) and the Special Lease granted shall contain the amendments set out in Eighth Schedule, Part 2.
- (f) If a Special Lease is granted under clause 40.(b) in respect of that portion of the Complex described in clause 40.(a)(ii) the Special Lease granted shall contain the amendments set out in Eighth Schedule, Part 3.
- (g) If a Special Lease is granted under clause 40.(b) in respect of those portions of the Complex described in clause 40.(a)(ii) and 40.(a)(iii) the Special Lease granted shall contain the amendments set out in Eighth Schedule, Part 4.
- (h) If a Special Lease is granted under clause 40.(b) in respect of that portion of the Complex described in clause 40.(a)(iii) the Special Lease granted shall contain the amendments set out in Eighth Schedule, Part 5.

#### **41. Company's Contractor.**

The State accepts and approves the appointment of Fletcher Construction

Australia Limited as the Company's Contractor for the construction, fit-out and commissioning of the Complex in terms of the Building Agreement.

#### **42. Further development of the Site.**

- (a) The parties acknowledge that the Company may at some time in the future further develop the Site by increasing the facilities which are presently contained in the Complex as are identified in the Schematic Design Drawings by constructing such further development upon that part of the Site which is identified in the Schematic Design Drawings for that purpose.
- (b) The State agrees that the provisions of clause 17 shall extend to and include such further development if the Governor in Council is satisfied that the proposed further development is of a like nature to that included in the original Complex or otherwise that the further development is not an undesirable development of the Site.
- (c) The State agrees that the Company may carry out such further development provided that the Company shall before commencing any construction deliver to the Minister for his approval schematic design drawings containing particulars of the further development and, in the event that the Minister does not approve the proposed further development or any part thereof in the form set out in the schematic design drawings as aforesaid, the provisions of clauses 31 and 32 shall extend and apply to the submission made by the Company hereunder.
- (d) The Company shall, before commencing such further development, negotiate with the Local Authority and statutory bodies and agree upon all matters (including financial contributions) which but for clause 17 as extended by this clause would require the consent, permission or approval of the Local Authority and statutory bodies with respect to the design, development, construction and commissioning for operation of the buildings and structures comprising the further development.
- (e) Any further development of the Site shall comply with PART III.

**43. Extension of time.**

The Company shall not, in the absence of negligence on the part of the Company, be liable to the State for a failure to perform or observe any of the terms and conditions herein contained or referred to relating to the design, development, construction fit-out and commissioning of the Complex where such failure results from an event of force majeure, provided however that the provisions of this clause shall not excuse any failure to comply with clause 28.

In this clause the term “event of force majeure” means an act of God, earthquake, lightning, flood, storm, tempest, washaway, fire, act of war, act of public enemy, riot, civil commotion, strike, lockout or other industrial disturbance, governmental restraint and any other event whether of the kind enumerated above.

**44. Queens Park.**

- (a) The State acknowledges that Queens Park, though not included in the Site, forms an integral part of the Company’s overall development of the Site.
- (b) The State shall use Queens Park as a public park and for no other purpose. From the Lease Commencement Date of the Special Lease relating to Queens Park Carpark the State shall not alter Queens Park or the purpose for which Queens Park is used or hinder or restrict access from Queens Park to the Land Administration Building without the prior written approval of the Company.
- (c) The Company acknowledges that the surface of Queens Park is a public place. The Company shall maintain such surface area and the improvements thereon under clauses 5.(a), 5.(c) and 5.(e) of the Special Lease relating to Queens Park Carpark as though such surface area formed part of the Demised Premises under that Special Lease. Without limiting the generality of this obligation the Company shall be obliged to maintain the following improvements; namely structures (other than statues and monuments), throughways, landscaped and planted areas, fountains, seating, watering systems, whether present on Queens Park at the commencement of that Special Lease or subsequently



placed thereon.

- (d) Except as provided under clause 44.(e) if the Company wishes to undertake any work in respect of Queens Park the Company shall obtain the prior written approval of the Minister to such work. If the Minister approves such work the Company shall comply with the requirements of the Minister, all regulations and by-laws of all relevant local authorities and statutory bodies and all Acts of the State and the Commonwealth applicable thereto. If such works are required for the maintenance, repair and operation of the Complex, the Minister's approval shall not be unreasonably withheld or delayed and the requirements imposed by the Minister shall be reasonable.
- (e) If in the reasonable opinion of the Company or the operator of the Complex urgent work needs to be undertaken in respect of Queens Park to deal with any emergency on or immediately adjacent to the Site, the Company may undertake such work. In such circumstances the Company shall not be required to comply with clause 44.(d) but the Company shall deliver to the Minister written details of the work so undertaken as soon as is practicable after commencement of such work. Notwithstanding the foregoing, the provisions of clauses 29, 31, 55 and 56 continue to apply. The Company in exercising its rights under this clause shall only carry out such work as is reasonably necessary to remedy the emergency and shall not cause or allow any nuisance or any hindrance to the rights of the State or any other person except in so far as is reasonably necessary to carry out any such emergency work.
- (f) The Company in carrying out its obligations under this clause shall not unduly hinder or restrict access to the public to Queens Park or any part thereof.

### **PART III—HERITAGE PROTECTION**

**45. Development.**

During the Construction Period, the Site shall be developed and fitted out in accordance with the Development approved by the Minister under section 37 of the Heritage Act and any other approval granted under Part III during the Construction Period in respect of the Site.

**46. Construction Period—General.**

During the Construction Period Parts 5 and 8 of the Heritage Act shall not apply to the development of the Complex. In this clause, development has the meaning given by section 3 of the Agreement Act.

**47. Construction Period—Major Variations.**

- (a) If, during the Construction Period, the Company proposes to carry out further Development in relation to the Registered Place, a report on the proposed Development setting out the proposed work and the likely impact of the proposed work on the cultural heritage significance of the Registered Place must be given to the Minister for his approval.
- (b) Prior to giving the report under clause 47.(a) to the Minister the Company shall liaise with:
  - (i) Casino Control Division for all operational matters relating to the Complex;
  - (ii) Administrative Services Department for Building Act compliance and for heritage related matters; and
  - (iii) Department of Environment and Heritage for heritage related matters.
- (c) The Minister shall advise the Company in writing within 20 days of the date that the report under clause 47.(a) is given to the Minister that:
  - (i) the Development is approved or not approved or approved subject to particular conditions; or
  - (ii) a Show Cause notice has already been issued covering the Development; or

- (iii) a Show Cause notice is to be issued.
- (d) The Minister may by written notice received by the Company prior to the expiration of the 20 day period under clause 47.(c) extend the 20 day period under clause 47.(c) for the period specified in the notice up to a maximum extension of 20 days.

#### **48. Construction Period—Minor Variations.**

- (a) If during the Construction Period the Company wishes to carry out:
  - (i) any refurbishment of the Complex which, in the opinion of the Minister, does not substantially reduce the cultural heritage significance of the Registered Place; or
  - (ii) work other than that set out in clauses 48.(a)(i), 49.(a)(i) and 49.(a)(ii) and which in the opinion of the Minister:
    - A. is minor in nature; or
    - B. does not substantially reduce the cultural heritage significance of the Registered Place;

then the Company must lodge with the Minister an application for approval of those works.

- (b) If the Minister has not advised the Company in writing within 20 days of the date of lodgment with the Minister of the application that:
  - (i) the application is approved or not approved or approved subject to particular conditions; or
  - (ii) a Show Cause notice has already been issued covering the subject matter of the application; or
  - (iii) a Show Cause notice is issued;

then at its discretion the Company may deem approval to have been given by the Minister to the application by giving written notice to the effect to the Minister. If no written advice is received from the Minister within 2 days of the Company's notice being served under this clause the Minister's approval of the application is deemed to have been given and the Company may proceed

with the matter the subject of the application.

- (c) The Minister may, by written notice received by the Company prior to the expiration of the 20 day period under clause 48.(b), extend the 20 day period under clause 48.(b) for the period specified in the notice up to a maximum extension of 20 days.

#### **49. Casino Security.**

- (a) If at any time during this Agreement the Company wishes to carry out:
  - (i) work relating to Casino operation and surveillance or to security; or
  - (ii) the installation in the Complex of security systems, surveillance systems or computer systems and cabling;then the Company must lodge with the Director, Casino Control Division an application for approval of those works.
- (b) The Director, Casino Control Division shall advise the Company in writing within 20 days of lodgment of the application that the application is:
  - (i) approved in whole or in part unconditionally;
  - (ii) approved in whole or in part subject to conditions;
  - (iii) refused in whole or in part; or
  - (iv) dealt with under any combination of paragraphs (i), (ii) or (iii).
- (c) The Director, Casino Control Division may by written notice received by the Company prior to the expiration of the 20 day period under clause 49.(b) extend the 20 day period under clause 49.(b) for the period specified in the notice up to a maximum extension of 20 days.
- (d) If in the reasonable opinion of the Director, Casino Control Division the work the subject of the application substantially reduces the cultural heritage significance of the Registered Place then the Director, Casino Control Division may require the Company to make whatever application and seek whatever

approval would be required if the works the subject of the application were a Development.

#### **50. Lease Period—General.**

During the Lease Period:

- (a) section 37(1) of the Heritage Act shall not apply to the Development of the Complex and clause 51 shall apply in lieu thereof;
- (b) for the purposes of interpreting and applying the Heritage Act, the definition of development in section 4 of the Heritage Act shall not apply and the definition of Development which applies in respect of Part III shall apply in lieu thereof;
- (c) for the purposes of interpreting and applying the Heritage Act, maintenance work and minor repair work shall not have the meanings given by the *Queensland Heritage Regulations 1992* but shall have the meanings given in this Agreement;
- (d) for the purposes of interpreting and applying the Heritage Act in relation to the proposed Development of the Complex, the Minister is the Minister responsible for the proposed Development or work mentioned in section 37 of the Heritage Act; and
- (e) for the purposes of Division 2 of Part 5 of the Heritage Act any Development of the Complex that may be proposed to be carried out during the Lease Period shall be taken to be a Development that the State proposes to carry out.

#### **51. Lease Period—Major Variations.**

- (a) If, during the Lease Period, the Company proposes to carry out a Development in relation to the Registered Place, a submission (comprising drawings, reports and other illustrative material) on the proposed Development, containing the details required by the regulations to the Heritage Act as well as any specific supplemental information which may be required by Casino Control Division, Administrative Services Department and Department of Environment and Heritage, must be given to the

Director-General, Administrative Services Department, for his preliminary review and assessment.

- (b) If the Crown proposes to carry out the Development the subject of the submission prepared under clause 51.(a), such submission shall be forwarded together with the completed application form by the Director-General, Administrative Services Department to the Heritage Council. If the Director-General, Administrative Services Department, does not forward the submission under clause 51.(a) to the Heritage Council or provide reasons for not proceeding with the application to the Heritage Council within 30 days from receipt of the submission, then upon the written request by the Company, the Director-General, Administrative Services Department, shall within 15 days of receipt of the Company's written request:
  - (i) advise the Company of the reasons for his decision not to proceed at this stage; or
  - (ii) forward the submission together with the completed application form to the Heritage Council.
- (c) If the Company has received advice pursuant to clause 51.(b)(i), it may, after it has reviewed this advice, still request that the Director-General, Administrative Services Department, forward the submission with the application to the Heritage Council. The Director-General, Administrative Services Department, shall within 15 days of such further written request by the Company forward the submission with the completed application to the Heritage Council.
- (d) Prior to lodging such submission with the Director-General, Administrative Services Department, the Company shall, in preparing such submission, liaise with:
  - (i) Casino Control Division for all operational matters relating to the Complex;
  - (ii) Administrative Services Department for Building Act compliance and for heritage related matters; and
  - (iii) Department of Environment and Heritage for heritage related matters; and

- (iv) such other departments or local authorities as may be nominated by the foregoing departments.

## **52. Lease Period—Minor Variations.**

- (a) During the Lease Period, if the Company wishes to carry out:
  - (i) any refurbishment of the Complex which, in the opinion of the Minister, does not substantially reduce the cultural heritage significance of the Registered Place; or
  - (ii) work other than that set out in clauses 49.(a)(i), 49.(a)(ii) and 52.(a)(i) which in the opinion of the Minister:
    - A. is minor in nature; or
    - B. does not substantially reduce the cultural heritage significance of the Registered Place;

then the Company shall lodge with the Minister an application for approval of those works.

- (b) An application:
  - (i) may be approved in whole or in part unconditionally;
  - (ii) may be approved in whole or in part subject to conditions;
  - (iii) may be refused in whole or in part; or
  - (iv) dealt with under any combination of (i), (ii) and (iii).
- (c) If in the reasonable opinion of the Minister the subject matter of the application substantially reduces the cultural heritage significance of the Registered Place then the Minister may require the Company to make whatever application and seek whatever approval would be required if the subject matter of the application were a Development.

## **53. Approvals**

- (a) In making a Decision under this Part III, regard must be had to:
  - (i) the advice obtained by the Minister from the Heritage Minister in respect of the Development of the Registered Place;

- (ii) the 1992 Conservation Study undertaken by Allom Lovell Marquis-Kyle Architects in respect of the Treasury Buildings Group, a copy of which has been lodged with the Director-General, Administrative Services Department; and
  - (iii) any further conservation study of any part of the Registered Place undertaken by the Heritage Architect and lodged with the Director-General, Administrative Services Department.
- (b) Any work which the Company desires to undertake in respect of the Registered Place must be carried out in accordance with the requirements of all relevant authorities. If there is any inconsistency between the requirements of the Minister under section 37 of the Heritage Act or under Part III and the requirements of any relevant authorities for carrying out such works, the requirements of the Minister may at the Minister's discretion expressly override the requirements of any relevant authorities to the extent of such inconsistency notwithstanding the terms of any Act, regulation, Planning Scheme, or by-law or any other provision giving power to the relevant authority to set or make such requirements.
- (c)
  - (i) The Company may apply to the Minister for an opinion as to whether a proposed Development requires approval under Part III or under section 37 of the Heritage Act.
  - (ii) The Minister shall notify the Company, within 20 days of receiving the Company's application under clause 53.(c)(i), whether approval is or is not required under Part III or under section 37 of the Heritage Act and, if required under Part III, under which clause.
  - (iii) If the Minister notifies the Company that approval is not required under Part III or under section 37 of the Heritage Act, the Company shall not be required to lodge an application for the proposed Development for approval under Part III or under section 37 of the Heritage Act.
  - (d) The Minister must provide in respect of any Decision made under this Part III or section 37 of the Heritage Act a statement of reasons containing:
    - (i) the reasons for the Decision; and



- (ii) a reference to the evidence or other material on which the reasons were based.
- (e) Notwithstanding the terms of any Act or this Agreement, no approval under Part III or the Heritage Act shall be required in respect of:
  - (i) any variations to the furniture and furnishings in the Complex;
  - (ii) works to be wholly undertaken in the Queens Park Carpark; and
  - (iii) works to be wholly undertaken in the basements of the Treasury Building and Land Administration Building in respect of the kitchens, laundry areas, plant rooms, service entrances and back of house areas and plant and equipment installations of the Complex which do not involve the removal of historic fabric.

#### **54. Heritage Advice.**

- (a) The Company shall engage the Heritage Architect throughout the detailed design process and during the construction of the Site to advise on all work which impacts on the conservation of the cultural heritage significance of the Registered Place.
- (b) The Company shall engage the Heritage Archaeologist to advise on and supervise excavations on the Site and to ensure that the archaeological potential of the Registered Place is professionally investigated and recorded.
- (c) All records of archaeological work and recorded artefacts are the property of the State and shall be lodged with the Heritage Minister at the conclusion of any archaeological work. All archaeological material shall be labelled and boxed ready for storage and accompanied by a catalogue of artefacts cross referenced to field records.

#### **55. Stop Orders—Heritage Minister.**

- (a) If during the Construction Period, the Heritage Minister is of the

opinion that:

- (i) A. Development is being carried out other than in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; or
    - B. extraordinary information which has come to the attention of the Heritage Minister fundamentally alters the 1992 Conservation Study undertaken by Allom Lovell Marquis-Kyle Architects in respect of the Treasury Buildings Group, a copy of which has been lodged with the Director-General, Administrative Services Department; and
  - (ii) it is necessary to do so to protect the Registered Place;
 

the Heritage Minister may make an order (a “Stop Order”) requiring a person to stop any work or activity or prohibiting a person from starting any work or activity that:
  - (iii) A. is not in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; or
    - B. directly relates to the subject of the extraordinary information referred to in clause 55.(a)(i)(B); and
  - (iv) may destroy or reduce the cultural heritage significance of the Registered Place.
- (b) If, during the Lease Period, the Heritage Minister is of the opinion that:
- (i) Development is being carried out other than in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; and
  - (ii) it is necessary to do so to protect the Registered Place;
 

the Heritage Minister may make a Stop Order requiring a person to stop any work or activity or prohibiting a person from starting any work or activity:
  - (iii) that is not in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; and

- (iv) that may destroy or reduce the cultural heritage significance of the Registered Place.
- (c) A Stop Order issued by the Heritage Minister shall be in writing and may be served:
  - (i) personally on the Company's Contractor; or
  - (ii) by affixing it in a prominent position in the Site;whereupon it shall become immediately binding on the Company its servants and agents and any independent contractors claiming through the Company. The Heritage Minister must send the Stop Order by facsimile transfer to the Company and the project manager at their respective addresses for notices at the same time the Stop Order is served under this clause.
- (d) During the Construction Period the Stop Order continues in force, subject to earlier revocation by the Heritage Minister or the Minister for 5 days or a shorter period specified in the notice provided that if subsequent to the date of issue of the relevant Stop Order, the Minister issues a Show Cause notice in relation to the matter the subject of the Stop Order then, the Stop Order continues in force, subject to earlier revocation by the Minister, until the date that the Minister reaches his final determination under clause 31.(d).
- (e) During the Lease Period the Stop Order continues in force, subject to earlier revocation by the Heritage Minister or the Minister for 20 days or a shorter period issued in the notice provided that if subsequent to the date of issue of the relevant Stop Order, the Minister issues a Show Cause notice in relation to the matter the subject of the Stop Order then the Stop Order continues in force, subject to earlier revocation by the Minister, until the date that the Minister reaches his final determination under clause 31.(d).
- (f) Without limiting clause 46, during the Lease Period, Division 2 of Part 8 of the Heritage Act shall not apply to the Registered Place.
- (g) No liability for any loss arising from the giving of a Stop Order will be incurred by the Heritage Minister, the Heritage Minister's nominated representative or the Crown if the Stop Order is given by the Heritage Minister in the honest and reasonable belief that

the requirements of Part III were not being complied with.

- (h) The Heritage Minister may authorise, by instrument in writing, a person to exercise his powers under this clause, which authorisation may be subject to conditions.
- (i) The Minister must give written notice to the Company of the person authorised by the Heritage Minister under this clause.

### **56. Stop Orders—Minister.**

- (a) If during the Construction Period, the Minister is of the opinion that:
  - (i) A. Development is being carried out other than in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; or
    - B. extraordinary information which has come to the attention of the Minister fundamentally alters the 1992 Conservation Study undertaken by Allom Lovell Marquis-Kyle Architects in respect of the Treasury Buildings Group, a copy of which has been lodged with the Director-General, Administrative Services Department;
  - (ii) it is necessary to do so to protect the Registered Place;
 

the Minister may make an order (a “Stop Order”) requiring a person to stop any work or activity or prohibiting a person from starting any work or activity that:
  - (iii) A. is not in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; or
    - B. directly relates to the subject of the extraordinary information referred to in clause 56.(a)(i)(B); and
  - (iv) may destroy or reduce the cultural heritage significance of the Registered Place.
- (b) If, during the Lease Period, the Minister is of the opinion that:
  - (i) Development is being carried out other than in accordance

with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; and

(ii) it is necessary to do so to protect the Registered Place;

the Minister may make a Stop Order requiring a person to stop any work or activity or prohibiting a person from starting any work or activity:

(iii) that is not in accordance with the Development approved under section 37 of the Heritage Act or an approval granted under Part III; and

(iv) that may destroy or reduce the cultural heritage significance of the Registered Place.

- (c) During the Construction Period the Stop Order continues in force, subject to earlier revocation by the Minister, for 5 days or a shorter period specified in the notice provided that if subsequent to the date of issue of the relevant Stop Order, the Minister issues a Show Cause notice in relation to the matter the subject of the Stop Order then, the Stop Order continues in force, subject to earlier revocation, until the date that the Minister reaches his final determination under clause 31.(d).
- (d) During the Lease Period the Stop Order continues in force, subject to earlier revocation by the Minister, for 20 days or a shorter period issued in the notice provided that if subsequent to the date of issue of the relevant Stop Order, the Minister issues a Show Cause notice in relation to the matter the subject of the Stop Order then the Stop Order continues in force, subject to earlier revocation until the date that the Minister reaches his final determination under clause 31.(d).
- (e) A contravention of a Stop Order shall constitute a substantial breach by the Company of its obligations under this Agreement.
- (f) The Minister may authorise, by instrument in writing, any person to exercise his powers under clause 55 or this clause, which authorisation may be subject to conditions.
- (g) A Stop Order issued by the Minister shall be in writing and may be served:
- (i) personally on the Company's Contractor; or

- (ii) by affixing it in a prominent position in the Site, whereupon it shall become immediately binding upon the Company its servants and agents and any independent contractors claiming through the Company. The Minister shall send the Stop Order by facsimile transfer to the Company and the project manager at their respective addresses for notices at the same time as he serves the Stop Order under this clause.
- (h) No liability for any loss arising from the giving of a Stop Order will be incurred by the Minister, the Minister's Nominated Representative or the Crown if the Stop Order is given in the honest and reasonable belief that the requirements of Part III were not being complied with.

#### **57. Other Acts.**

- (a) Except as expressly provided herein, nothing in this Agreement shall in any way affect the Agreement Act or the Control Act.
  - (b) On and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site:
    - (i) Sections 7(5), 7(6) and 7(7) of the Agreement Act shall not apply in relation to the operation of the Complex in respect of:
      - A. a decision of a State agency or public official in relation to the operation of the Complex; or
      - B. (i) conduct engaged in for the purpose of making a Decision;
      - (ii) other conduct that relates to the making of a Decision;
      - (iii) the making of a Decision or the failure to make a Decision; or
      - (iv) a Decision;
- in relation to the operation of the Complex,
- occurring on and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site;

and

(ii) The Supreme Court does have jurisdiction to hear and determine applications made to it under Parts 3, 4 or 5 of the *Judicial Review Act 1991* in relation to the following matters:

- A. conduct engaged in for the purpose of making a Decision;
- B. other conduct that relates to the making of a Decision;
- C. the making of a decision or the failure to make a Decision; or
- D. a Decision;

in relation to the operation of the Complex, occurring on and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site.

(c) On and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site:

(i) sections 7.(5), 7.(6) and 7.(7) of the Agreement Act shall continue to apply in respect of the development of the Brisbane Casino. In this clause, “development” and “Brisbane Casino” have the meanings given to them respectively by the Agreement Act.

(ii) in addition to any application they may have under the Agreement Act, sections 7.(5), 7.(6) and 7.(7) of the Agreement Act shall apply in relation to the development of the Complex in respect of:

- A. a Decision under the Heritage Act, or another Decision, of a State agency or public official in relation to the development of the Complex; or
- B. (i) conduct engaged in for the purpose of making a Decision;
- (ii) other conduct that relates to the making of a Decision;
- (iii) the making of a Decision or the failure to make a Decision; or

(iv) a Decision;

under the Heritage Act or Part III or otherwise in relation to the development of the Complex,

occurring on and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site; and

(iii) in particular but without limiting clause 57.(b)(i) the Supreme Court does not have jurisdiction to hear and determine applications made to it under Part 3, 4 or 5 of the *Judicial Review Act 1991* in relation to the following matters:

A. conduct engaged in for the purpose of making a Decision;

B. other conduct that related to the making of a Decision;

C. the making of a Decision or the failure to make a Decision; or

D. a Decision;

under the Heritage Act or Part III or otherwise in relation to the development of the Complex, occurring on and from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site.

(d) In clause 57:

(i) public official has the meaning given by the Agreement Act; and

(ii) State agency has the meaning given by the Agreement Act.

(e) In clause 57.(b) development has the meaning given by section 3 of the Agreement Act and in addition means any matter or works the subject of an application, submission, report or opinion under Part III or the Heritage Act.

## **58. Materials.**

(a) All furniture, fittings, fixtures, statues, ornaments and monuments within or attached to the buildings and land comprising the Construction Site (collectively called "Materials")



as at the date of this Agreement remain the property of the State.

- (b) The Company may remove all or some of the Materials from the Construction Site.

## **59. Management of Storage.**

The Company shall:

- (a) store the Materials removed from the Construction Site (“Stored Materials”) at a place which has been approved by the Minister, which approval shall not be unreasonably withheld, upon such reasonable terms and conditions as the Minister in his reasonable opinion considers appropriate;
- (b) provide the Minister with a list of all Stored Materials and shall keep an accurate record of the condition of all Stored Materials;
- (c) ensure all Stored Materials stored remain in their pre-removed condition provided that, notwithstanding any other provision of this clause, the Company shall not be responsible if the Stored Materials are affected provided that such affectation has not resulted from the negligence of the Company or the failure of the Company to comply with the reasonable terms and conditions set by the Minister under clause 59.(a);
- (d) carry out an inspection of the Stored Materials annually and provide the Minister with a report on the outcome of the inspection; and
- (e) notify the Minister of any damage to the Stored Materials within 10 days of the Company becoming aware of the damage.

## **60. Inspection.**

- (a) The Company shall permit the Minister and his authorised representatives to enter upon the place where the Stored Materials are stored for the purpose of inspecting and conducting an audit of the Stored Materials whenever reasonably necessary in the reasonable opinion of the Minister if:
  - (i) the Minister gives to the Company at least 10 days prior written notice of his intention to inspect the Materials; and

- (ii) the authorised representative of the Minister is accompanied by a representative of the Company.
- (b) If the authorised representative of the Minister does not give notice to the Company within 10 days from his inspection specifying that the Stored Materials are not being stored in accordance with the terms and conditions set by the Minister under clause 59.(a) then the Stored Materials shall be deemed to have been stored in accordance with the terms and conditions set by the Minister under clause 59.(a).

### **61. State Removal.**

- (a) If the State wishes to remove Stored Materials stored by the Company, it must serve notice on the Company specifying the Stored Materials it requires for removal (“State Notice”).
- (b) The Company may object, by notice in writing to the Minister within 20 days of receipt by the Company of the State Notice, to the release of any or all of the Stored Materials specified in the State Notice.
- (c) If the Company objects under clause 61.(b) then the Minister may issue a notice requiring the Company to show cause why the Stored Materials the subject of the State Notice should not be released to the State and the following procedure shall apply:
  - (i) such Show Cause notice shall state the grounds upon which the Minister requires the Stored Materials for removal and allow such time as may be reasonable but not less than 10 days by which the Company shall respond;
  - (ii) the Company may respond by written oral or any other type of submission to the Minister and explain the basis for the Company’s objection to the release of any or all of the Stored Materials specified in the State Notice;
  - (iii) the Minister shall give submissions forwarded to him in answer to the Show Cause notice all due consideration and if, in his opinion:
    - A. the Company fails to satisfy the Minister that the State should not be entitled to remove the Stored Materials

the subject of the objection notice under clause 61.(b) the Minister may require the Company to release some or all of the Stored Materials the subject of the objection notice under clause 61.(b); or

B. if the Minister is satisfied then the State is not entitled to remove some or all of the Stored Materials the subject of the objection notice under clause 61.(b), then the State shall not remove those items of the Stored Materials the subject of the objection notice under clause 61.(b) which the Minister directs.

(d) Any Stored Materials removed by the State shall be at the risk of the State.

## **62. Company Return.**

(a) The Company may, from time to time after the expiration of 10 years from the Lease Commencement Date of the final Special Lease to be issued for any part of the Site, without being obliged to do so, give notice to the Minister that the Company no longer requires the Stored Materials specified in the notice (“Superfluous Notice”).

(b) The Minister shall remove the Stored Materials specified in the Superfluous Notice within 20 days from receipt of the Superfluous Notice by the Minister. If the Minister fails to remove the Stored Materials within the 20 day period then the Minister shall indemnify the Company for the cost of the storage of the Stored Materials specified in the Superfluous Notice, the Company shall cease to be liable in response or in respect of such Stored Materials and all liability and risk shall pass to the State in respect thereof.

(c) If at the time of expiration of all the Special Leases for the Site any part of the Stored Materials are still being stored by the Company, then the Stored Materials shall be removed by the Minister at the risk of the State. If the Minister fails to remove the Stored Materials within 20 days after the expiration of all the Special Leases for the Site then, the Minister shall indemnify the Company for the cost of storage of the Stored Materials, the

Company shall cease to be liable and responsible in respect of the Stored Materials and all liability and risk shall pass to the State in respect thereof.

### **63. Materials Insurance.**

- (a) The Company shall take out and maintain or cause to be taken out and maintained policies of insurance in respect of the Stored Materials against theft and damage during the period of storage and transportation of the Stored Materials to and from the place of storage. The policy shall be taken out and maintained in the name of the Company (with the interest of the State noted thereon).
- (b) Breach by the Company of its obligations under clauses 58 to 63 shall not be an event of termination under clause 81 of this Agreement.

### **64. Heritage Minister's Nominated Representative.**

- (a) The Heritage Minister may, for the purposes of ensuring compliance with Part III, authorise in writing a person to enter and inspect the Site on the basis set out in this clause.
- (b) The Heritage Minister must give written notice to the Company of the person authorised in writing by the Heritage Minister to enter and inspect the Site.
- (c) Upon receipt by the Company of such written notification from the Heritage Minister, the person the subject of such written notification shall be entitled to access to the Site during the Construction Period for the purpose of ensuring compliance with Part III **PROVIDED THAT**, in so doing, such person shall not interfere with the progress of the Works except for the purpose of exercising any powers hereby conferred **AND PROVIDED FURTHER THAT** upon entering the Site, such person shall inform the senior representative of the Company's Contractor on the Site of his presence and shall comply with all reasonable directions given and on-site policies made by the Company and/or the Company's Contractor in relation to persons entering the Site for the purpose of on-site health and safety.

## **PART IV—CORPORATE ORGANISATION AND RELATED MATTERS**

### **65. Foundation Agreement.**

The State accepts and approves of the participation of the Company and the Founders in the Foundation Agreement.

### **66. Reporting requirements.**

The Company shall:

- (a) submit to the Minister half-yearly within 3 months of the last day of June or December a copy of its financial accounts for the relevant half-year;
- (b) as and when requested by notice in writing by the Minister give to the Minister within ten days of the date of receipt of such notice a copy of all or any of the following registers of the Company:
  - (i) the register of the members of the Company kept by the Company pursuant to Section 209 of the Corporations Law;
  - (ii) the register of substantial shareholders of the Company kept by the Company pursuant to Section 715 of the Corporations Law; and
  - (iii) the register of information kept by the Company pursuant to Section 724 of the Corporations Law;

PROVIDED THAT the Minister shall not request pursuant to this subclause a copy of any such register more than 4 times in any year.

### **67. Corporate structure.**

The following shall be conditions of this Agreement:

- (a) that the Memorandum and Articles of Association of the Company shall not be altered or amended without the prior approval in writing of the Minister;
- (b) that the appointment of the auditors of the Company shall be in

accordance with the provisions of the Corporations Law but no person shall be nominated as auditor unless that person's nomination has been approved in writing by the Minister;

- (c) that the total number of voting Shares to which any person shall be entitled (other than a Founder) shall not exceed 5% of the total number of the voting Shares of on issue at any time without the prior approval in writing of the Minister;
- (d) that the total number of voting Shares of to which any Founder shall be entitled shall not exceed 25% of the total number of voting Shares on issue at any time without the prior approval in writing of the Minister;
- (e) that the total number of voting shares to which all foreign persons shall be entitled shall not exceed forty 40% of the total number of voting Shares on issue without the prior approval in writing of the Minister PROVIDED THAT the Minister may by notice in writing exempt any holding of specified voting Shares by a specified person from the provisions of this paragraph for a specified period and during that period such voting Shares shall be disregarded for the purposes of this paragraph;
- (f) that there shall be no amendment or variation of the terms or conditions of the Foundation Agreement without the prior approval in writing of the Minister;
- (g) that no party to the Foundation Agreement shall be released or discharged from its obligations under the Foundation Agreement without the prior approval in writing of the Minister;
- (h) that no party shall be added to the Foundation Agreement without the prior approval of the Governor-in-Council and without such party entering into a supplementary agreement in a form approved by the Minister agreeing to be bound by the provisions of the Foundation Agreement as if an original Founder;
- (i) that:
  - (i) as at the date of this Agreement, no Founder shall hold less than 12,800,000 voting Shares as Approval Shares (including voting Shares held as Approval Shares by any associate of the Founder approved by the Minister) without the prior approval in writing of the Minister;

- (ii) following 30 September 1993, no Founder shall hold less than 16,000,000 voting Shares as Approval Shares (including voting Shares held as Approval Shares by any associate of the Founder approved by the Minister) without the prior approval in writing of the Minister.

### **68. Changes to corporate structure.**

The Company in the performance of its functions pursuant to the Foundation Agreement and the Articles of Association of the Company shall:

- (a) obtain the prior approval in writing of the Minister to any appointment as a director or alternate director or associate director of the Company;
- (b) when directed by the Minister, issue a notice pursuant to Sections 718 and 719 of the Corporations Law as if the Minister were a member of the Company who is entitled to no less than 5% of the total voting rights of all members having at the date of such notice a right to vote at general meetings of the Company;
- (c) when directed by the Governor-in-Council, enforce the disposal of the Shares of any shareholder in the Company in accordance with the procedure in that respect set forth in the Articles of Association of the Company.

PROVIDED THAT the Governor-in-Council shall not issue a direction to dispose of such Shares unless the shareholder is considered not to be a suitable person to be a shareholder having regard to those matters specified in Section 20 of the Control Act given after a recommendation from the Minister that such shareholder is not suitable having regard to the matters set out in Section 20 of the Control Act;

- (d) enforce the vacating from office of any director or alternate director or associate director of the Company in accordance with any direction to that effect by the Governor-in-Council;
- (e) when directed by the Minister require the production of a statutory declaration by any person registered as the holder of any Shares of the Company setting forth the name and address of any person

- entitled to the same and full particulars of that entitlement;
- (f) refrain from entering into any loan agreement other than the Facility Letter and any agreement to be entered into pursuant to the Facility Letter without the prior approval in writing of the Minister;
  - (g) refrain from registering any transfer by a Founder (or its approved associate) of any Approval Shares held by that Founder (or associate, as applicable) without the prior approval of the Governor-in-Council;
  - (h) refrain from issuing any voting Shares unless the Governor-in-Council has approved such issue and such issue shall be on such terms and conditions as the Governor-in-Council thinks fit.

#### **69. Additional Founder.**

- (a) The Company shall use its best endeavours to procure:
  - (i) a shareholder to be added as a Founder in accordance with this Agreement and the Foundation Agreement; and
  - (ii) that upon the addition of that Founder, the Founders (and their approved associates) hold amongst them 80,000,000 voting Shares as Approval Shares.
- (b) The parties agree that if a shareholder is not added as a Founder as envisaged by paragraph (a) above:
  - (i) the Company will not have failed to comply with its obligations under this Agreement for the purposes of clause 73 and accordingly the issue of a Casino Licence in accordance with clause 73 will not in any way be affected or prejudiced; and
  - (ii) the Minister may at the time of the issue of the Casino Licence in accordance with clause 73 or thereafter, direct that a person nominated by the Minister be appointed as a director of the Company.
- (c) Notwithstanding any provision contained in the Articles of Association of the Company, during such time as there are only



2 Founders, Conrad International Investment Corporation and its approved associate Conrad International Hotels Corporation shall between them only be entitled to appoint 2 directors of the Company.

- (d) Upon the addition of a Founder as envisaged by paragraph (a) above, that Founder shall be entitled to appoint a director of the Company in accordance with the Articles of Association of the Company and the right of the Minister to direct that a person nominated by the Minister be appointed as a director of the Company shall cease.

#### **70. Disposal of excess voting Shares.**

Notwithstanding clause 67, an entitlement to voting Shares in excess of either of the limitations contained in paragraphs (c), (d) and (e) of clause 67 shall not constitute a breach of the conditions of this Agreement if the Company shall have acted forthwith to bring about the disposal of the relevant voting shares in accordance with the powers in that behalf contained in the Memorandum and Articles of Association of the Company upon its becoming aware of that entitlement and its being in excess of the relevant limitations.

#### **71. Existing shareholding limitation.**

The Company shall not without the prior approval in writing of the Minister alter its corporate structure as set out below:

- (a) The Company is a public company with an issued share capital of 192,437,274 ordinary shares of 25 cents each;
- (b) the Founders are Commonwealth Funds Management Limited and Conrad International Investment Corporation;
- (c) Commonwealth Funds Management Limited holds 25,658,304 voting Shares as Approval Shares provided that on or before 30 September 1993, Commonwealth Funds Management Limited shall hold approximately 32,000,000 voting Shares as Approval Shares;
- (d) Conrad International Investment Corporation (and its approved associate Conrad International Hotels Corporation) together hold

38,418,668 voting Shares as Approval Shares provided that on or before 30 September 1993, Conrad International Investment Corporation (and its approved associate Conrad International Hotels Corporation) shall together hold approximately 48,000,000 voting Shares as Approval Shares.

## **72. Foreign person.**

For the purposes of this Part:

- (a) **“Foreign person”** means:
- (i) a natural person not ordinarily resident in Australia;
  - (ii) a corporation (other than a foreign corporation) in which a natural person not ordinarily resident in Australia or a foreign corporation holds a controlling interest;
  - (iii) a corporation (other than a foreign corporation) in which 2 or more persons, each of whom is either a natural person not ordinarily resident in Australia or a foreign corporation, hold an aggregate controlling interest; or
  - (iv) a foreign corporation;

**PROVIDED HOWEVER** that:

- A. a corporation incorporated in Australia and having its shares listed for quotation on the official list of a stock exchange in Australia and which is the registered holder or the beneficial owner of not more than 1% of all Shares;
- B. a corporation incorporated in Australia which is the registered holder or beneficial owner of not more than 1/4% of all Shares;

shall not be, for the purposes of this Agreement, a foreign person unless the Minister deems it to be a foreign person.

- (b) **“Foreign corporation”** means a corporation incorporated elsewhere than in Australia or any Australian External Territory.
- (c) A person shall be taken to hold a controlling interest in a corporation if the person, alone or together with any associate or

associates of the person, is in a position to control not less than 15% of the voting power in the corporation or holds interests in not less than 15% of the issued shares in the corporation.

- (d) Two or more persons shall be taken to hold an aggregate controlling interest in a corporation if they, together with any associate or associates of any of them, are in a position to control not less than 40% of the voting power in the corporation or hold interests in not less than 40% of the issued shares in the corporation.
- (e) The following persons are associates of a person:
  - (i) the person's spouse or a parent or remoter lineal ancestor, son, daughter or remoter issue, brother or sister of the person;
  - (ii) any partner of the person;
  - (iii) any corporation of which the person is an officer;
  - (iv) where the person is a corporation—any officer of the corporation;
  - (v) any employee or employer of the person;
  - (vi) any officer of any corporation of which the person is an officer;
  - (vii) any employee of a natural person of whom the person is an employee;
  - (viii) any corporation whose directors are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the person, or where the person is a corporation, of the directors of that corporation;
  - (ix) any corporation in accordance with the directions, instructions or wishes of which, or of the directors of which, the person is accustomed or under an obligation, whether formal or informal, to act;
  - (x) any corporation in which the person holds a controlling interest;

- (xi) where the person is a corporation—a person who holds a controlling interest in the corporation;
  - (xii) any person who is, by virtue of this paragraph, an associate of any other person who is an associate of the person (including a person who is an associate of the person by another application or other applications of this paragraph).
- (f) A reference to a person being entitled to voting shares or a stipulated percentage of the same shall have the same meaning as a reference in Section 609 of the Corporations Law to a person being entitled to a stipulated percentage of the voting shares in a company and that person's entitlement shall be calculated in the manner prescribed for calculation of substantial shareholdings in Section 609 of the Corporations Law as if that Division applied.

## **PART V—GRANTING OF CASINO LICENCE AND RELATED MATTERS**

### **73. Granting of Casino Licence.**

- (a) Upon the Minister being satisfied of compliance by the Company with:
  - (i) its obligations under the Casino Agreement;
  - (ii) the relevant provisions of the *Control Act*; and
  - (iii) any provisions of the *Agreement Act* to be complied with up to the time of the grant of the Casino Licence;

the State shall:

- (iv) recommend to the Governor in Council and take all other steps that are necessary to ensure that there shall be granted to the Company a Casino Licence pursuant to the *Control Act* authorising subject to Section 63 thereof, the conduct and playing of the Games and gaming machines in the Casino for the period of the Special Lease issued under clause 73.(a)(v); and

- (v) subject to clause 40, recommend to the Governor in Council that approval be granted to the Special Lease to commence on the relevant Lease Commencement Date for a term expiring 75 years from the Lease Commencement Date for the first Special Lease for the Site.
- (b) Prior to the grant of the Casino Licence, the Company shall pay the State the amounts specified in clauses 2 and 8 of the Financial Agreement in the manner and at the times specified therein.
- (c) Notwithstanding the provisions of Part VII, if:
  - (i) this Agreement is terminated by the Minister prior to the grant of the Casino Licence; or
  - (ii) the Minister refuses to recommend to the Governor in Council that the Casino Licence be granted; or
  - (iii) the Governor in Council refuses to grant the Casino Licence, the State shall, subject to clause 73.(d) repay to the Company any amounts required to be repaid to the Company pursuant to the Financial Agreement.
- (d) Notwithstanding the provisions of Part VII and clause 73.(c), if any of the events specified in paragraphs (i), (ii) or (iii) of clause 73.(c) occur due to the fault of the Company, the State shall be entitled to retain the sum of \$2,500,000 until such time as an assessment of the State's costs may be determined in accordance with clause 73.(e). The amount of the State's costs assessed in accordance with clause shall be deducted from the amount of \$2,500,000 retained by the State and the balance (if any) shall be repaid to the Company.
- (e) the amount of the State's costs which may be deducted from the \$2,500,000 retained by the State in accordance with clause 73.(d) shall be:
  - (i) the costs incurred by the State (including the costs of Departmental officers and consultants or agents employed by the State) in preparing the revised submissions control documents and in reviewing, commenting on and, where applicable, preparing:
    - A. proposals to be submitted to the Heritage Council;

- B. the agreements set out in clause 7 and this Agreement;
  - C. the Schematic Design Drawings identified in the Second Schedule and any variations to them; and
  - D. the Permit to Occupy and the Special Lease;  
the amount of which costs to be deducted shall not exceed \$1,500,000;
- (ii) the costs incurred by the State (including the costs of Departmental officers and consultants, contractors or agents employed by the State) in carrying out any essential work which may be necessary to stabilise the Site, the amount of which costs to be deducted shall not exceed \$1,000,000.
- (f) If the term of the Special Lease or Special Leases is extended or a further lease of the Site is granted to the Company, the Casino Licence shall continue to remain in force in respect of the Site until it is cancelled or surrendered under this Agreement or the Control Act.

#### **74. Provisions of Land Act not to apply to Special Lease.**

Notwithstanding the provisions of the *Land Act 1962* and any other legislation of whatsoever nature regarding the determination of rent payable in respect of the Site, the rent to be paid under the Special Lease for the duration of the Special Lease shall be \$50 per annum in advance and as otherwise prescribed under the Financial Agreement.

#### **75. Exclusivity.**

- (a) Subject as hereinafter provided, the State shall not either before or during the periods of exclusivity hereinafter provided for respectively, notwithstanding the provisions of any other Act from time to time in force in the State of Queensland authorise, permit or approve in any manner whatsoever and whether pursuant to the *Control Act* or otherwise the conduct or playing in a casino of any of the games listed below or any variation or derivative of such games for a distance of 60 kilometres from the Site and for a period of 10 years from the date upon which the Company opens the Casino for operation and use by members of

the public:

blackjack;

roulette;

baccarat;

craps;

two-up;

mini dice;

wheel of fortune; and

sic-bo.

- (b) The State shall not, except in a casino licensed pursuant to the *Control Act*, whether before, during or after the period of exclusivity set out in clause 75.(a) and notwithstanding the provisions of any other Act from time to time in force in the State of Queensland authorise, permit or approve in any manner whatsoever and whether pursuant to the *Control Act* or otherwise the conduct or playing of the games set out in clause 75.(a) or any variation or derivative of such games by the use of any gaming machine.
- (c) Nothing in this Agreement shall be construed so as to limit or affect the power of the State to authorise, permit or approve in any manner whatsoever pursuant to any Act for the time being in force in the State the conduct or playing of games by the use of gaming machines other than:
- (i) those referred to in clause 75.(a); and
  - (ii) gaming machines that are declared by the Minister by notification published in the Government Gazette to be casino gaming machines as provided for in sub-clause (d) of this clause.
- (d) The parties hereto agree that the following provisions shall apply with respect to the declaration and notification of gaming machines as casino gaming machines:
- (i) the Minister may at any time in his discretion or upon receipt of an application by the Company make a declaration and

notification in respect of any gaming machine including any gaming machine referred to in sub-clause (b) of this clause but the non-existence of a notification shall not limit or affect the operation of sub-clause (b) of this clause;

- (ii) the Minister shall within 90 days of the receipt thereof or such extended period as he may require consider and determine every application made to him in respect of a gaming machine and, where the Minister refuses the application, he shall notify the applicant in writing of the reasons for his refusal;
  - (iii) the Minister may in his absolute discretion refuse to make a declaration and notification in respect of any gaming machine commonly known as a “poker machine” or any variation or derivative thereof or any gaming machine of a like class or description;
  - (iv) where an application is made to the Minister in respect of any gaming machine other than a gaming machine referred to in paragraph (iii) of this sub-clause, the Minister shall consider the application and subject to Section 63 of the *Control Act* he shall determine whether in all the circumstances of the application it is reasonable that it be granted. The Minister shall consider all material submitted to him in writing by the applicant and the State and, in particular he shall consider whether it has been established to his reasonable satisfaction that the gaming machine is of a class or description that should be reserved for use in a casino licensed pursuant to the *Control Act*;
  - (v) no such declaration and notification shall be revoked, amended or varied without the prior consent in writing of the Company.
- (e) Subject always to the State giving due effect to the foregoing provisions of this clause, nothing in this Agreement shall be construed so as to limit or affect the power of the State to authorise, permit or approve in any manner whatsoever and whether pursuant to the *Art Unions and Public Amusements Act 1992* or any other Act for the time being in force in the State of Queensland:



- (i) any art union or lottery that is of a class or description commonly conducted or played in Australia or elsewhere at the date of execution of this Agreement no matter how played; and
- (ii) any art union or lottery that is a variation or derivative thereof or that is of a like class or description no matter how played.

#### **76. Casino Tax.**

Subject to the provisions of the *Control Act* and clause 80 the amount of the casino tax to be paid by the Company shall be in each month in each year the amount equal to 20% of Casino Gross Revenue for the month in question.

#### **77. Special Facility Licence.**

- (a) The State shall take all steps as shall be necessary to ensure that:
  - (i) The Company shall be granted a Special Facility Licence contemporaneously with the granting of a Casino Licence pursuant to this Agreement.
  - (ii) The Special Facility Licence shall relate to the whole of the Complex and shall permit the Company and the operator pursuant to the Management Agreement to sell or supply liquor:
    - A. for consumption in the whole of the Complex and any part or parts thereof except the Casino on the days and between the hours (if any) that are specified in the Special Facility Licence;
    - B. for removal from the Complex;
    - C. for consumption in the Casino on the days and between the hours that the Casino is open for operation and use by the public.
- (b) The Company shall provide all such material and attend such meetings as may be necessary to satisfy the requirements of any application for the Special Facility Licence.

- (c) If the term of the Special Lease or Special Leases is extended or a further lease of the Site is granted to the Company, the Special Facility Licence shall continue to remain in force in respect of the Site until it is cancelled or surrendered under this Agreement or the *Liquor Act 1992*.
- (d) No amount in addition to that paid by the Company pursuant to the Financial Agreement shall be payable by the Company, pursuant to the *Liquor Act 1992* or otherwise, in connection with the grant of the Special Facility Licence.

### **78. Assignment and Subletting of Special Lease.**

- (a) (i) The Company shall not assign, sublet or part with the possession of the Site or any part thereof without the prior written consent of the Minister.
- (ii) Such consent shall not be unreasonably or arbitrarily withheld or delayed where there is no outstanding breach of any covenant or obligation on the part of the Company under the Special Lease of which the Minister has given a notice to remedy such breach and where a reasonable time has expired after the giving of such notice and in the case of a person of good financial standing and character (the onus of proving such being on the lessee).
- (iii) The Minister may require as a condition of the granting of his consent to any assignment or subletting that the proposed assignee or subtenant enter into a covenant with the Minister to be responsible for and to observe the conditions of the Special Lease and give to the Minister a power of attorney similar to that provided under the Special Lease by the Company and further that the Company or proposed assignee or subtenant shall pay all reasonable costs of the Minister properly incidental to the application for his consent.
- (iv) Any substantial change in the shareholding and directorships of the Company (other than a company whose shares are quoted by the Australian Stock Exchange Limited or any exchange substituted therefore or any foreign exchange

dealing with the transfer or sale of shares, stocks or securities) shall be deemed to be an assignment of the Company's interest in the Special Lease. In such event the Company shall apply to the Minister for consent to such assignment and it shall be incumbent on the Company to satisfy the Minister as to the good financial standing and character of the proposed directors and/or shareholders before the Minister shall be obliged to consent to such assignment. For the purposes of this clause a substantial change in shareholding means a change of more than 20% of the issued capital or voting rights of the Company and a substantial change in directorships means a change of more than 20% of the number of directors or the voting rights of the board of directors of the Company.

- (b) As a precondition to any consent to assignment granted by the Minister under clause 78.(a)(i) the Minister may require any proposed assignee or incoming director or shareholder to provide such guarantees in such form as the Minister shall require.
- (c) If more than one Special Lease is granted under clause 40 in respect of the Site the Company shall not assign any such Special Lease unless all such Special Leases are assigned at the same time to the same party.
- (d) This clause applies notwithstanding sections 274, 286 and 288 of the *Land Act 1962*. Sections 274, 286 and 288 of the *Land Act 1962* shall not apply to the Special Lease.

## **PART VI—CASINO OPERATIONS AND REVIEW THEREOF**

### **79. Hours of Operation.**

The State agrees that the Company may open and operate the Casino for use by the public on any day in any year save and except those days in any year which the Company is precluded from so opening pursuant to Section 61 (8) of the *Control Act* for any number of hours on any such day which may be approved by the Minister from time to time;

PROVIDED HOWEVER that the Minister shall not restrict the number of hours in which the Casino is open as aforesaid to less than 18 hours in any one day unless requested by the Company in writing so to do.

### **80. Operational Review.**

The State agrees to review the rate of casino tax, the amount of fees and the rate of the community benefit levy as defined in the *Control Act* payable by the Company and the terms and conditions of the operation of the Casino in any circumstances of whatsoever nature arising which in the opinion of the Minister are likely to have an adverse impact on the viability of the Casino.

## **PART VII—TERMINATION**

### **81. Grounds for Termination.**

This Agreement, save and except the rights and obligations of the parties hereto and any mortgagee pursuant to clause 85, may be terminated by the Minister in any of the following events:

- (a) If there is a substantial breach by the Company of its obligations under this Agreement in respect of which the Minister shall have delivered to the Company and to any mortgagee a notice in writing setting forth particulars of the breach or default and which shall not have been remedied or not have taken steps to have remedied to the satisfaction of the Minister within three months from the date of such notice to remedy;
- (b) If any distress or execution is levied against the Company which is for an amount in excess of \$2,000,000.00 and which is not discharged within 20 days from the date upon which the levy is made;
- (c) Subject to the provisions of clause 12, if the benefit of this Agreement is in any way whatsoever pledged, encumbered, mortgaged or assigned without the prior written consent of the Minister in accordance with the provisions of Section 32 of the *Control Act*;

- (d) If any Casino Licence in respect of the Casino is at any time cancelled or surrendered.

## **82. Company's Grounds for Termination.**

- (a) If after the date of this Agreement and prior to the issue of the Casino Licence the Company identifies any latent defect in respect of the Site or any structures thereon which, in the Company's reasonable opinion, substantially adversely affects the commercial viability of the construction and operation of the Complex, the Company may give written notice to the Minister requesting that the Minister terminate this Agreement. Such notice shall be accompanied by the Company's written submissions regarding such request to terminate.
- (b) If upon the submissions detailed in clause 82.(a) having been made, the Minister is of the reasonable opinion that the commercial viability of the construction and operation of the Complex is substantially adversely affected, he shall immediately terminate this Agreement by written notice to the Company.
- (c) If upon the submissions detailed in clause 82.(a) having been made, the Minister is of the reasonable opinion that the commercial viability of the construction and operation of the Complex is not substantially adversely affected, he shall issue to the Company a notice to Show Cause why this Agreement should be terminated.
- (d) The notice under clause 82.(c) shall state the grounds upon which the Minister is of the reasonable opinion that the commercial viability of the construction and operation of the Complex is not substantially adversely affected and shall allow such time as may be reasonable, but not less than 10 days, by which cause may be shown.
- (e) The Company may endeavour to Show Cause by written, oral or any other type of further submission to the Minister at any time on or before the date specified in the notice by which cause may be shown, and may in showing cause introduce such further submissions for consideration by the Minister as the Company deems necessary.

- (f) The Minister shall give all further submissions forwarded to him in answer to the Show Cause notice all due consideration and if, in his reasonable opinion:
  - (i) insufficient cause is shown or, where no cause is shown, direct that the Company continue to perform the obligations imposed upon the Company pursuant to this Agreement; or
  - (ii) sufficient cause is shown, accept and approve the submission of the Company and immediately terminate this Agreement by written notice to the Company.
- (g) If this Agreement is terminated by the Minister under clauses 82.(b) or 82.(f), then subject to clauses 82.(h) and 73.(c), this Agreement shall thereupon cease and determine but without prejudice to any claim by a party against any other party with respect to any matter or thing arising out of, done, performed or omitted to be done or performed under this Agreement prior to such termination.
- (h) If this Agreement is terminated by the Minister under clauses 82.(b) or 82.(f) if required by the Minister the Company shall reinstate, as soon as reasonably possible thereafter, the Construction Site and all structures thereon as at the date of this Agreement to a state and condition as near as possible to the state and condition as existed as at the date of this Agreement to the reasonable satisfaction of the Minister.

### **83. Termination of the Permit to Occupy.**

- (a) If:
  - (i) the rent or any other money payable by the Company under the Permit to Occupy on a due date is unpaid for a period exceeding 1 month after such due date for payment;
  - (ii) any money payable by the Company under the Permit to Occupy upon demand is unpaid for a period exceeding 1 month after such demand in writing;
  - (iii) the Company or other person over whom it has control commits any breach or default in the due and punctual observance and performance of any of the Company's

covenants, obligations and provisions under the Permit to Occupy;

- (iv) the Company being a company:
  - A. an order for the winding up of the company is made or a resolution for the winding up of the company is effectively passed (except for the purpose of reconstruction or amalgamation where the Minister has consented thereto in writing and the Company has complied with and caused to be complied with by any other entity resulting from such reconstruction or amalgamation the requirements of such consent, which consent shall not be unreasonably withheld);
  - B. goes into liquidation (other than for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
  - C. a receiver or a receiver and manager or an official manager is appointed in respect of the assets and undertaking of the Company or any part thereof, or any security holder takes possession of any of the assets and undertaking of the Company or any part thereof; or
- (v) judgment for an amount in excess of \$2,000,000.00 is signed or entered against the Company and remains unsatisfied for 1 month or if any execution or other process of court or authority or any distress is sued out against or levied upon the Construction Site and is not paid out or satisfied and withdrawn within 1 month;  
and,
- (vi) if such breach or default is capable of remedy, the Company has not rectified such default or breach prior to the expiration of a reasonable time after delivery of written notice by the Minister to the Company detailing such default or breach and requiring such default or breach to be rectified; or
- (vii) such breach or default is incapable of remedy;

the Permit to Occupy shall be liable to be terminated.

- (b) If the Permit to Occupy is liable to be terminated under clause 83.(a), the Minister may in his discretion:
  - (i) by notice in writing to the Company terminate the Permit to Occupy; or
  - (ii) by notice in writing to the Company waive the liability to termination subject to such terms and conditions as he thinks fit to impose upon the Company.
- (c) This clause applies notwithstanding section 371A of the *Land Act 1962*. The termination provisions under section 371A of the *Land Act 1962* shall not apply to the Permit to Occupy.

#### **84. Termination of Special Lease.**

- (a) If:
  - (i) the rent or any other money payable by the Company under the Special Lease on a due date is unpaid for a period exceeding 1 month after such due date for payment;
  - (ii) any money payable by the Company under the Special Lease upon demand is unpaid for a period exceeding 1 month after such demand in writing;
  - (iii) the Company or other person over whom it has control commits any breach or default in the due and punctual observance and performance of any of the Company's covenants, obligations and provisions under the Special Lease;
  - (iv) the Company being a company:
    - A. an order for the winding up of the company is made or a resolution for the winding up of the company is effectively passed (except for the purpose of reconstruction or amalgamation where the Minister has consented thereto in writing and the Company has complied with and caused to be complied with by any other entity resulting from such reconstruction or amalgamation the requirements of such consent, which



consent shall not be unreasonably withheld);

- B. goes into liquidation (other than for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
  - C. a receiver or a receiver and manager or an official manager is appointed in respect of the assets and undertaking of the Company or any part thereof, or any security holder takes possession of any of the assets and undertaking of the Company or any part thereof;
- (v) judgment for an amount in excess of \$2,000,000.00 is signed or entered against the Company and remains unsatisfied for 1 month or if any execution or other process of court or authority or any distress is sued out against or levied upon the Site and is not paid out or satisfied and withdrawn within 1 month; or
  - (vi) the Company or other person over whom it has control commits any breach or default in the due and punctual observance and performance of any of the Company's covenants, obligations and provisions under any other Special Lease;  
and
  - (vii) if such breach or default is capable of remedy, the Company has not rectified such default or breach prior to the expiration of a reasonable time after delivery of written notice by the Minister to the Company detailing such default or breach and requiring such default or breach to be rectified; or
  - (viii) such breach or default is incapable of remedy;
- the Special Lease shall be liable to be forfeited.
- (b) If the Special Lease is liable to be forfeited under clause 84.(a), the Minister may refer the matter to the Court for hearing and determination.
  - (c) The Minister shall give to the Company prior written notice of his

intention to make the reference and shall state in such notice the conditions of the Special Lease that the Minister is satisfied have not been complied with. A copy of the notice given to the Company shall be submitted to the Court with the reference.

- (d) If upon the final decision of the matter any such liability to forfeiture is established the Minister may in his discretion:
  - (i) recommend to the Governor-in-Council that the Special Lease be forfeited; or
  - (ii) waive the liability to forfeiture subject to such terms and conditions as he thinks fit to impose upon the Company.
- (e) The Governor-in-Council may upon the recommendation of the Minister under clause 84.(d)(i) declare the Special Lease forfeited and thereupon and thereby the Special Lease shall be determined and the Company shall be irrevocably divested of its right, title and interest thereunder in and to the land comprised therein.
- (f) This clause applies notwithstanding sections 295 and 297 of the *Land Act 1962*. Sections 295 and 297 of the *Land Act 1962* shall not apply to the Special Lease.
- (g) For the purpose of this clause “Court” means the court defined under the *Land Act 1962* or if there is no such defined term, a court of competent jurisdiction.

### **85. Appointment of Administrator.**

- (a) In the event that the Casino Licence is cancelled or suspended for any reason whatsoever, other than a suspension referred to in clause 88, the following provisions shall apply:
  - (i) The Governor in Council shall appoint an Administrator:
    - A. in the case of cancellation of the licence as aforesaid within 7 days of the date of such cancellation; or
    - B. in the case of suspension of the licence as aforesaid for a period of not less than three months, within 7 days of the date of receipt by the Minister of a request from the Company to appoint an Administrator.
  - (ii) In the event of a receiver and manager having been approved

or appointed prior to either provision (i) (A) or provision (i) (B) of this subclause becoming effective, the Governor in Council shall appoint that person as Administrator for the purposes of this Agreement.

- (iii) Notwithstanding the provisions of Sections 19 and 21 of the *Control Act* the Governor in Council shall within the period of 7 days referred to in provision (i) of this subclause grant a casino licence to the Administrator.
- (iv) The Administrator shall pursuant to the Casino Licence to be granted pursuant to subclause provision (iii) of this sub-clause manage and operate in accordance with the provisions of the *Control Act* the Casino as the agent of the Company.
- (v) The Administrator if such Administrator has been appointed pursuant to provision (ii) of this sub-clause may at any time and from time to time but always subject to the rights of any mortgagee pursuant to its security and also pursuant to the provisions of Section 32 of the *Control Act* during a period of 12 calendar months from the date of the appointment of the Administrator introduce a proposed assignee to whom the provisions of Section 32 of the *Control Act* shall apply as if such assignee was proposed by a mortgagee wishing to enforce its security.
- (vi) Should the proposed assignee be acceptable to the Governor in Council in the terms of provision (v) of this sub-clause the Governor in Council shall terminate the appointment of the Administrator and assign to the proposed assignee in accordance with the procedure set out in Section 32 of the *Control Act* the Casino Licence issued to the Administrator.
- (vii) In the event that the Administrator is unable to introduce an acceptable assignee as hereinbefore provided in provision (v) of this sub-clause the Administrator shall while continuing to operate the Casino as hereinbefore in this clause provided but always subject to any rights of any mortgagee pursuant to its security and also the mortgagee's rights pursuant to the provisions of Section 32 of the *Control Act* dispose of the Complex and arrange for the assignment of the Casino

Licence at the highest attainable price to the assignee who is approved by the Governor in Council as if that assignee had been nominated by a mortgagee seeking to enforce its security in accordance with Section 32 of the *Control Act*.

- (viii) The Casino Licence granted to an Administrator shall not be cancelled or suspended prior to its assignment as referred to in provision (vi) of this sub-clause but the Governor in Council may from time to time within his discretion remove an Administrator and appoint another Administrator in his place and shall remove an Administrator who is not a receiver or manager approved pursuant to Section 32 (2) (b) of the *Control Act* and replace him with an Administrator who becomes so approved.
  - (ix) If the term of any suspension mentioned in provision (i) of this sub-clause is reduced after a request for the appointment of an Administrator has been made, the Governor in Council shall terminate the appointment of any Administrator he has appointed following a request that the appointment be so terminated, and
    - A. if the Company's Casino Licence has been cancelled, he shall assign to the Company the Casino Licence granted to the Administrator; or
    - B. if the Company's Casino Licence has not been cancelled, he shall cancel the Casino Licence granted to the Administrator.
  - (x) An Administrator may be appointed on such terms which are not inconsistent with this clause as the Governor in Council considers desirable in the circumstances of the appointment.
- (b) The parties hereto acknowledge confirm and agree that any termination of this Agreement pursuant to the provisions of clauses 81 and 82 shall not in any manner whatsoever terminate or reduce the effect of sub-clause (a) of this clause and the rights and obligations of the parties and any mortgagee therein referred to shall maintain continue and be of full force and effect as if this Agreement had not been terminated.

**86. Impact of Termination on Development Approval.**

In the event that this Agreement is terminated for any reason whatsoever or the Casino Licence to be granted pursuant to clause 73 be cancelled or suspended for any reason whatsoever then nothing contained in this Agreement or any other statutory provision hereinbefore mentioned in clause 20 shall preclude the Company or any person claiming through or under it as the case may be from continuing to erect, complete and use the Complex as the case may be without any interference or interruption by any Local Authority or by any other Corporation or Instrumentality of the State or by any person on the grounds that such operations are contrary to any town planning scheme or by-law of any Local Authority or any other statutory town planning provision as if this Agreement was not so terminated or the Licence to be granted as aforesaid was not cancelled or suspended;

PROVIDED HOWEVER that no person, other than an Administrator appointed pursuant to clause 85, shall continue to use or operate the Casino part of the Complex as a casino in the event that the Casino Licence is cancelled or suspended as aforesaid.

**87. Impact of Termination on Special Facility Licence.**

The State acknowledges and agrees that the Special Facility Licence contemplated by clause 77 shall notwithstanding any termination of this Agreement by whatsoever means or any cancellation or suspension of the Casino Licence to be granted pursuant to clause 73 by whatsoever means not be cancelled or suspended but rather shall remain in full force and effect so far as it relates to all areas of the Complex other than the Casino until it shall be cancelled or suspended pursuant to the provision of the *Liquor Act 1992* as amended.

**PART VIII—GENERAL****88. Suspension in Absence of Specific Agreements.**

- (a) If at any time there shall be no current lease or casino management agreement in respect of the Casino entered into by the Company which shall have received the approval of the

Governor in Council pursuant to Section 28 of the *Control Act* so that the Company shall be the Casino operator within the meaning of the *Control Act*, the Company may apply to the Minister and the Minister shall on such application forthwith suspend the Casino Licence upon the following basis:

- (i) the suspension shall be effective on and from the time of closure of the operations of the Casino immediately preceding the making of the application;
  - (ii) the period of such suspension shall be until a lease or casino management agreement in respect of the Complex or the Casino shall have been executed and received the approval of the Governor in Council pursuant to Section 28 of the *Control Act*;
  - (iii) a suspension of the Casino Licence shall, while it remains in force, have the same effect as a cancellation of such licence, without prejudice to the exercise of the powers of the Minister, the Director of the Casino Control Division or any inspector under the *Control Act*, but the Company shall not during such period incur any penal or other liability under this Agreement or the *Control Act*.
- (b) A failure by the Company to comply with PART V of the *Control Act* shall not constitute an offence under Section 119 of that Act.

### **89. Approvals and Notices.**

- (a) All approvals notices and other writing required or appropriate to be given under the provisions of this Agreement shall be deemed to be properly served if delivered in writing personally or sent by post or by facsimile transmission to:
  - (i) the Minister at the Executive Building, 100 George Street, Brisbane in the State of Queensland;
  - (ii) the Company at its nominated office in the State of Queensland; and
  - (iii) such other persons or addresses as each party shall from time to time designate in writing to the other and any such

notice or other writing sent by post or by facsimile transmission shall unless the contrary be proved be deemed to have been so given when it would have been delivered in the ordinary course of post.

- (b) Although copies of such approvals, notices and other documents required to be given under the provisions of this Agreement to a nominated representative may also be forwarded to such other person specifically designated in writing by that nominated representative such additional copies do not substitute for the primary service.
- (c) If, before 4.00 p.m. local time in the place of delivery, a party delivers a notice:
  - (i) by hand; or
  - (ii) by facsimile and the sending party completes the transmission;the notice will be taken as given on the day of delivery or transmission, and in any other case, on the next day.
- (d) If a party gives the notice by post the notice will be taken as given on the second business day in the place of delivery after the notice is posted unless it can be established that the notice was not received until a subsequent date, in which case that later date will be the date notice was given.
- (e) If a party gives notice by facsimile transmission and the transmission is not fully intelligible, or if the sending party, at the time of transmission, has reason to believe that the facsimile transmission is not fully intelligible, the party may not rely upon this clause to prove the giving of the notice.
- (f) The receiving party shall not object to a facsimile transmission as not being fully intelligible unless the receiving party requests re-transmissions within 2 hours.
- (g) If a facsimile transmission is completed within 2 hours of 5.00 p.m. on a day and is unintelligible, the receiving party has until 10.00 a.m. on the next business day to request the re-transmissions.
- (h) The party giving the notice or its agent shall sign the notice. The

appearance of the name of the person signing at the end of a facsimile transmission is sufficient evidence of signing.

- (i) The addresses, and facsimile number of the parties for the purposes of this clause are to be advised in writing and are a condition precedent to achievement of the Operative Date as defined by this Agreement.
- (j) The parties may give notice of another address or facsimile number (within Australia) to the other party and the new address shall be the address for service of the party for the purpose of this clause.

#### **90. Waiver.**

No omission by any party to require the performance by another or the others of any of the terms or conditions of this Agreement nor any forbearance or indulgence granted or shown by any party to another or others shall release discharge or in any manner affect or prejudice the right of a party at any time to require strict and full performance by another or others of any or all of the terms or conditions to be observed or performed hereunder.

#### **91. Governing Law.**

The law of this Agreement shall be the law of the State of Queensland.

#### **92. Ministerial Amendments.**

In any case in which the Minister may under this Agreement make or give conditions or directions to persons, the Minister may in his absolute discretion amend or revoke and replace those conditions or directions but not so as to delay or adversely affect the Company or those persons claiming through or under them.

#### **93. Ministerial Inspections.**

The Company shall make available for inspection by the Minister or his nominee duly authorised in writing:



- (a) all information held in respect to the ownership, shareholdings, directors or corporate structure of the Company and all minutes of meetings of shareholders and directors and other records relating thereto; and
- (b) all books, records and documents relating to the financial transactions, bank accounts, source and application of funds, loans and investments of the Company.

#### **94. Ministerial Attendance and Right to Speak at Meetings.**

- (a) The Minister or his nominee duly authorised in writing shall be entitled to attend and to speak at any meeting of the Company as though he were a shareholder in the Company but nothing contained in this Section shall confer on the Minister or his nominee a right to vote.
- (b) The Company shall deliver to the Minister a copy of all notices that are forwarded to shareholders or directors advising of such meetings in the same manner and time frame as if the Minister were a shareholder or a director.

#### **95. Extensions of Time.**

In any case in which the Company is obliged to perform or do an act or thing by or within a time specified in this Agreement the Minister may at any time and from time to time in his absolute discretion extend the time specified for performing or doing that act or thing.

#### **96. Execution of Agreement.**

- (a) This Agreement has been executed by the Minister for and on behalf of the State of Queensland pursuant to the Agreement Act.
- (b) This Agreement has been executed under the common seal of the Company pursuant to the resolution passed at a meeting of the Directors and in pursuance of the powers vested in the Directors under the Company's Memorandum and Articles of Association.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year hereinbefore written.

SIGNED by

the Treasurer •  
of the State of Queensland  
for and on behalf of  
**the State of Queensland**

in the presence of: •

A Justice of the Peace

THE COMMON SEAL of  
**Jupiters Limited** was  
hereunto affixed by authority  
of the Board of Directors  
in the presence of  
a Director •  
and  
the Secretary •

in the presence of: •

A Justice of the Peace

**SCHEDULES**  
**to the**  
**BRISBANE CASINO AGREEMENT**

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First:	Brief to Applicants
Second:	Schematic Design Drawings
Third:	Development Program
Fourth:	Works & Fees
Fifth:	Easement Plans
Sixth:	Permit to Occupy
Seventh:	Special Lease
Eighth:	Special Lease (Specific Provisions)
Ninth:	Total Capital Budget & Cash Flow Forecast
Tenth:	Easement Terms

**First Schedule:**  
**BRIEF TO APPLICANTS**

- **DOCUMENT GROUP 1**
  - . Brief to Applicants
    - Part A. General Requirements
  - . Brief to Applicants
    - Part B. Specific Requirements
    - Treasury Building
  
- **DOCUMENT GROUP 2**
  - Casino Control Material
    - . Casino Control Regulations 1984
    - . Casino Control Act 1982
    - . Jupiters Casino Agreement Act 1983
    - . Breakwater Island Agreement Act 1984
    - . Rules of Casino Games
    - . Machine Gaming Legislation
  
- **DOCUMENT GROUP 3**
  - Addenda Issued
    - . No. 1 issued on 04.06.91
    - . No. 2 issued on 03.07.91
    - . No. 3 issued on 09.08.91
    - . No. 4 issued on 02.09.91
    - . No. 5 issued on 19.09.91

- **DOCUMENT GROUP 4**  
Reports, drawings and other material issued as appendices to the above documents and specifically identified within them.

**Second Schedule:**  
**SCHEMATIC DESIGN DRAWINGS**

DRAWING NO.	TITLE
--	Cover Sheet
--	Drawing Schedule
DS 01	Environs Plan
DS 02	Site Sections
DS 03	Site Basement Level Plan
DS 04	Carpark Plans Levels 2-3
DS 05	Carpark Plans Levels 4-7
DS 06	Treasury Ground Floor Plan External
DS 07	Treasury Landscape & Urban Design
DS 08	Land Administration Building & Urban Design
DS 09	William Street Retaining Wall
DS 10	Treasury Elevations
DS 11	Treasury Elevations
DS 12	Treasury Courtyard Elevations
DS 13	Treasury Courtyard Elevations
DS 14	Treasury Ground Floor Plan
DS 15	Treasury First Floor Plan
DS 16	Treasury Second Floor Plan
DS 17	Treasury Third Floor Plan
DS 18	Treasury Fourth Floor/Roof Plan
DS 19	Treasury Surveillance Studies
DS 20	Treasury Surveillance Studies
DS 21	Treasury Cabinet Room Studies
DS 22	Treasury Cabinet Room Studies
DS 23	Treasury Cabinet Room Studies
DS 24	Treasury Construction Section
DS 25	Treasury Construction Details
DS 26	Treasury Gound Floor Gaming Plan
DS 27	Treasury First Floor Gaming Plan
DS 28	Treasury Second Floor Gaming Plan
DS 29	Land Administration Building Elevations
DS 30	Land Administration Building Elevations
DS 31	Land Administration Building Ground Floor Plan

DS 32	Land Administration Building First Floor Plan
DS 33	Land Administration Building Second Floor Plan
DS 34	Land Administration Building Third Floor Plan
DS 35	Land Administration Building Fourth Floor Plan
DS 36	Land Administration Building Roof Plan
DS 37	Land Administration Building Front Lobby Studies
DS 38	Land Administration Building Construction Section
DS 39	Graphical Metes and Bounds Description

**Third Schedule:**  
**DEVELOPMENT PROGRAM**

<b>Task Name</b>	<b>Duration</b>	<b>Start</b>	<b>End</b>
<b>Design &amp; Documentation</b>	18.00 w	01.06.93	29.10.93
<b>TREASURY BUILDING</b>	80.33 w	10.05.93	01.04.95
Site Establishment	2.50 w	10.05.93	28.05.93
Restoration Works L3, 2, 1 & Gr	54.00 w	01.06.93	07.09.94
Underpinning William St	31.00 w	01.06.93	22.02.94
William St Basement	41.00 w	01.06.93	17.05.94
Courtyard	36.50 w	01.06.93	08.04.94
Fit-out & Finishes	28.00 w	07.03.94	31.10.94
FF&E Installation	13.60 w	22.08.94	16.12.94
Const. Mgr. Commissioning	11.20 w	12.09.94	16.12.94
Operator Commissioning	8.50 w	19.12.94	01.03.95
CCD Commissioning	3.20 w	01.02.95	01.03.95
Operator Training	3.80 w	01.03.95	31.03.95
Casino Opening	0.00 w	01.04.95	01.04.95
<b>LANDS</b>			
<b>ADMIN. BUILDING</b>	80.33 w	10.05.93	01.04.95
Site Establishment	2.50 w	10.05.93	28.05.93
Restoration Works L4, 3, 2, 1 & Gr	50.50 w	01.06.93	08.08.94
Fit-out & Finishes	14.83 w	04.04.94	08.08.94
FF&E Installation	15.17 w	25.07.94	01.12.94
Const. Mgr. Commissioning	12.17 w	01.09.94	15.12.94
Operator Commissioning	12.33 w	20.10.94	03.02.95
Operator Training	6.50 w	06.02.95	31.03.95
Hotel Opening	0.00 w	01.04.95	01.04.95
<b>QUEENS PARK</b>			
<b>CARPARK</b>	65.50 w	01.06.93	15.12.94
Construction	42.33 w	01.06.93	27.05.94
Fit-out	18.50 w	31.05.94	03.11.94
Landscaping	11.83 w	06.09.94	15.12.94



**Fourth Schedule:  
WORKS & FEES**

**A. Works to be performed by Jupiters Limited**

- |    |  |           |
|----|--|-----------|
| 1. | Cap and divert services and construct new gravity sewer to North Quay/Adelaide Street  | \$400,000 |
| 2. | Take up and deliver to nominated store, brick pavers to front of Treasury in Queen Street Mall plus other items of BCC furniture within precinct (inclusive of \$17,000 bond). | \$28,000  |

**B. Works to be done by Brisbane City Council**

1. Cap and/or divert and reinstate water main
2. Hoarding permit
3. Remove existing street trees
4. Remove parking meters to George, Elizabeth and William Streets
5. Amend/relocate existing traffic signals
6. Remove existing street lights and replace
7. Loading zone fees
8. Footpath rental fees

**Fifth Schedule:**  
**EASEMENT PLANS**

**(NB—THE PLAN TO BE INSERTED ON THIS PAGE IS THE  
HALF PLAN!)**

**Sixth Schedule:**  
**PERMIT TO OCCUPY**

**TERMS AND CONDITIONS**

Under Section 371A of the Land Act 1962

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Proposed Permittee:	Jupiters Limited
Land Agents District:	Brisbane
Locality of land:	The area shown hatched in black on the plan attached.
Area:	18,018 sq meters
Date of Commencement:	The date of the Brisbane Casino Agreement.

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**1. Definitions and Interpretations.**

- (a) This document shall be construed as provided in this section.
- (b) Unless the context otherwise requires, the words and phrases set out below shall have the meanings respectively set opposite.

**“Brisbane Casino Agreement”** means the Brisbane Casino Agreement entered into pursuant to the Brisbane Casino Agreement Act 1992 and which has the force of law providing for the construction, development and operation of a casino and hotel and associated facilities on the Site.

**“Crown”** means the Crown in Right of the State of Queensland.

**“Permit”** means this permit to occupy.

**“Permittee”** means Jupiters Limited.

- (c) Unless the context otherwise requires, any reference to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.
- (d) Unless the context otherwise requires, words importing a singular

gender shall include any other gender; the singular includes the plural and vice versa; person includes corporation and/or bodies corporate; whenever a corporation shall be a party hereto the words designating such corporation herein shall extend to and include such corporation, its successors in title and permitted assigns; whenever a person shall be a party hereto the words designating such a person herein shall extend to and include such person his executors, administrators and assigns; where two or more parties are parties to a covenant, agreement, undertaking or provision of any kind hereunder then whether those parties are referred to individually herein or designated and referred to together by a word in the singular person, such covenant, agreement, undertaking or provision of any kind whatsoever shall bind such parties jointly and each of them severally.

- (e) Unless the context otherwise requires, whenever there is any covenant on behalf of the Permittee or obligation placed on the Permittee (express or implied) then any costs associated with the performance of that covenant or obligation shall be at the expense of the Permittee.
- (f) Unless the context otherwise requires, any term not defined herein which is defined in the Brisbane Casino Agreement shall have the same meaning herein as in the Brisbane Casino Agreement.
- (g) Headings have been inserted for ease of reference only and do not affect the interpretation of this Permit.

## **2. Rent.**

The rent shall be \$50.00 per annum and paid yearly in advance to Queensland Treasury.

## **3. Termination.**

Unless sooner terminated this Permit shall be terminated on the first to occur of:

- (a) the Lease Commencement Date;
- (b) the expiration of the period under clause 18.(c) of the Brisbane Casino Agreement; and

- (c) the termination of the Brisbane Casino Agreement under clause 81 or 82 of the Brisbane Casino Agreement.

This Permit may only be sooner terminated by the Minister as provided under clause 83 of the Brisbane Casino Agreement.

If a Special Lease is granted under clause 40 of the Brisbane Casino Agreement in respect of part of the Construction Site this Permit shall be terminated in respect of the relevant part of the Construction Site from the Lease Commencement Date of such Special Lease. This Permit shall continue to apply to the balance of the Construction Site until such time as this Permit is terminated under this clause.

#### **4. Compensation.**

No compensation whatsoever shall be payable by the Crown upon surrender, expiry or termination of the occupancy.

#### **5. Assignment.**

The Permittee shall not assign, transfer, sublet, dispose of or otherwise deal with the occupancy hereby granted. The Permittee shall not be in default under this clause if the Permittee allows its builder, subcontractors, consultants and others appropriately authorised by the Permittee to enter into occupation for the purposes permitted under this Permit.

#### **6. Keep in clean condition.**

The Permittee shall keep the Construction Site in a clean, orderly and sanitary condition to the satisfaction of the Lands Minister having regard to the purposes for which this Permit has been granted. Subject to the Permittee's rights under this Permit and the Brisbane Casino Agreement the Permittee shall maintain any improvements on the Construction Site to the satisfaction of the Lands Minister.

#### **7. Permittee's Right of Access.**

The Lands Minister hereby grants free and uninterrupted access to the Permittee solely for the purposes of and incidental to development of the Site or any part thereof in accordance with the terms and conditions of the

Brisbane Casino Agreement, and without limiting the generality of the foregoing, the Lands Minister hereby authorises and permits the Permittee to erect fences, barricades and other structures to render safe and secure the Construction Site or any part thereof and for the purpose of excluding public access.

#### **8. Minister's Right of Access.**

Clause 34 of the Brisbane Casino Agreement shall apply to the Permit.

#### **9. Stop Order.**

The Minister, Heritage Minister or their nominated representative shall have the right at any time during the currency of this Permit to give a *Stop Order* ordering the immediate stoppage of works on the Construction Site in accordance with provisions in the Brisbane Casino Agreement.

#### **10. Provision of services.**

The State shall not be responsible for the provision of any utility service to the Construction Site.

#### **11. Comply with Requirements.**

Subject to clause 53.(b) of the Brisbane Casino Agreement the Permittee shall:

- (a) comply with the provisions of all Statutes, Ordinances, By-Laws, Regulations and Rules affecting the Construction Site and all entrances, roadways and surrounds of the Construction Site; and
- (b) satisfy all requirements of any public authority in relation to the Construction Site and the surrounds of the construction Site including relocation of any services.

#### **12. Permittee to pay all Assessments.**

Subject to this clause, the Permittee shall duly and punctually pay all taxes, assessments, duties, impositions and other outgoings whatsoever in

respect of the Construction Site which may be imposed, assessed, levied or charged by or chargeable to any duly authorised authority in that behalf and whether payable by the owner or occupier or partly by each. The Permittee's obligations under this clause shall include, without limitation, payment of all charges for water, electricity and gas supplied to or used by the Permittee on the Construction Site. The Permittee's obligations under this clause shall include payment of general, sanitary, sewerage and water rates where such outgoings are levied upon the Construction Site. Upon request by the Permittee the Minister shall execute or cause to be executed such objections, forms and notices as may be required to lodge an objection or appeal against or dispute the imposition, assessment, levying or charging by any authority including, without limitation, the Local Authority of any general, sanitary, sewerage and water rates upon the Construction Site. Thereafter the Minister shall take or cause to be taken all reasonable action for the purposes of having withdrawn any such imposition, assessment, levy or charge. The Permittee shall pay to the Minister the reasonable costs of such action.

### **13. Insurances.**

- (a) At all times during the continuance of this Permit the Permittee shall take out and maintain or cause to be taken out and maintained the following insurances (provided that such insurances are reasonably obtainable) with an insurer approved by the Minister on terms reasonably acceptable to the Minister:
  - (i) Public liability insurance insuring against all events occurring in, on or about the Construction Site in an amount of not less than \$100,000,000.00 for any one occurrence. The policy is to cover the respective rights and interests of the State and the Permittee and their total liability to third parties. The Policy shall also include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured and for the purpose of which the insurer accepts the term "insured" as applied to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

- (ii) A policy of insurance giving cover against any liability, loss, damage, claim, demand, action, suit or proceeding costs and expenses whatsoever arising at common law or under any statute or other legislative provision, including any statute or such provision relating to workmen's compensation as a result of person injury to or the death of any person employed by any contractor, sub-contractor or any employee of the Permittee. Such policy shall be for an unlimited amount.
  - (iii) A policy of insurance to cover against any loss of or damage to the Works and all materials and other things that are brought onto the Construction Site for the purpose of carrying out the Works and the existing buildings on the Site. The insurance cover shall be for an amount not less than the replacement costs of the Works and the existing buildings on the Site from time to time which sum shall be a minimum of \$130,000,000.00 being the assessed replacement value of the existing buildings as at the date of commencement of this Permit.
- (b) Each such policy shall be effected in the name of the State as owner, the Permittee as developer, the Company's Contractor as builder and such other persons as reasonably approved by the Minister.
  - (c) Before the Permittee allows any agent, sub-agent, contractor or sub-contractor to have access to the Construction Site, the Permittee shall cause such agent, sub-agent, contractor or sub-contractor to produce evidence of their current compliance with the *Worker's Compensation Act (Qld)* and shall produce such evidence on request to the Minister or the Minister's Nominated Representative.
  - (d) The Permittee shall produce to the Minister or the Minister's Nominated Representative insurance policies, certified copies of such policies or such other evidence of the policies in a form approved by the Minister in compliance with the provisions of this clause on or before the commencement of this Permit.
  - (e) The Permittee shall not engage in or permit any conduct which may void or render voidable any such policy of insurance.



**14. Indemnity.**

The Permittee shall indemnify and save harmless the Lands Minister and the Crown in right of the State of Queensland from and against all actions, proceedings, claims, demands, costs, losses, damages and expense which may be brought against or made upon him, it or any of them or which he, it or any of them may suffer, sustain or be put to by reason of or in consequence of or in connection with the grant to the Permittee of this Permit.

Without limiting the generality of this clause such indemnity shall extend to and include without limitation the exercise or attempted exercise by the Permittee of its rights under the Permit by reason of or in consequence of or in connection with the use of the Construction Site. This indemnity shall apply whether in respect of any loss of life or injury to or damage to any person or property including any property of the Lands Minister, the Crown in Right of the State of Queensland and all and every instrumentality of the Crown in Right of the State of Queensland. The Permittee does hereby release and discharge the Lands Minister, the Crown in Right of the State of Queensland and all and every instrumentality of the Crown in Right of the State of Queensland from any such action, proceeding, claim, demand, cost, loss, damage or expense which but for the provisions hereof might be brought against or made upon the Lands Minister, the Crown in Right of the State of Queensland or any instrumentality of the Crown in Right of the State of Queensland. Nothing herein shall be construed so as to relieve the Lands Minister, the Crown in Right of the State of Queensland and all and every instrumentality of the Crown in Right of the State of Queensland from any liability for negligence or wilful act or omission for which he, it or any of them are responsible.

**15. Lands Department Honour Board**

The Permittee acknowledges that the “Department of Public Lands—Roll of Honour” Board (called the Honour Board) is of historical significance to the State of Queensland. The Permittee hereby agrees that during the currency of this Permit, it will, so far as it is reasonably able to do so having regard to the general construction program, permit safe unrestricted public access to the Honour Board on Remembrance Day (11 November) in each and every year. The Honour Board shall be in position on the corridor wall adjacent to the lift on Level one of the Land Administration Building.

**16. Notices.**

A party may give a notice required to be given under this Permit by delivering the notice to the other party in accordance with the provisions of the Brisbane Casino Agreement.

**(NB—THE PLAN TO GO ON THIS PAGE IS THE FULL PLAN WITH LINE HATCHING!)**

**Seventh Schedule:**  
**SPECIAL LEASE**

**TERMS AND CONDITIONS**

Under Section 203 of the *Land Act 1962*

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Lessee:	Jupiters Limited
Land Agents District:	Brisbane
Purpose of Lease:	Commercial purposes in accordance with the Brisbane Casino Agreement
Description of Land:	
Area:	
Term:	

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**1. Definitions and Interpretations.**

- (a) This Lease shall be construed as provided in this section.
- (b) Unless the context otherwise requires, the words and phrases set out below shall have the meanings respectively set opposite.

**“Brisbane Casino Agreement”** means the Brisbane Casino Agreement entered into pursuant to the *Brisbane Casino Agreement Act 1992* and which has the force of law providing for the construction, development and operation of a casino and hotel and associated facilities on land including the Demised Premises.

**“Crown”** means the Crown in Right of the State of Queensland.

**“Demised Premises”** means the land described at the commencement of this Lease, the Fixed Improvements and the installations, appurtenances, plant, machinery and equipment in the nature of a fixture.

**“Fixed Improvements”** means:

- (i) any improvements of a permanent or structural nature on or forming part of the land described on the first page of this Lease as at the date of commencement of this Lease or at any time thereafter; and
- (ii) any improvements and fixtures which in the opinion of the Minister have substantial cultural heritage significance on or forming part of the land described on the first page of this Lease as at the date of commencement of this Lease or at any time thereafter.

**“Lands Minister”** means the Lands Minister referred to in the Brisbane Casino Agreement.

**“Lease”** means this special lease.

**“Lessee”** means Jupiters Limited.

**“Minister”** means the Minister referred to in the Brisbane Casino Agreement.

**“Minister’s Nominated Representative”** means the Minister’s Nominated Representative referred to in the Brisbane Casino Agreement.

- (c) Unless the context otherwise requires, any reference to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.
- (d) Unless the context otherwise requires, words importing a singular gender shall include any other gender; the singular includes the plural and vice versa; person includes corporation and/or bodies corporate; whenever a corporation shall be a party hereto the words designating such corporation herein shall extend to and include such corporation, its successors in title and permitted assigns; whenever a person shall be a party hereto the words designating such person herein shall extend to and include such person his executors, administrators and assigns; where two or more parties are parties to a covenant, agreement, undertaking or provision of any kind hereunder, then whether those parties are referred to individually herein or designated and referred to together by a word in the singular person, such covenant, agreement, undertaking or provision of any kind whatsoever shall

bind such parties jointly and each of them severally.

- (e) Unless the context otherwise requires, whenever there is any covenant on the part of the Lessee or obligation placed on the Lessee (express or implied) then any costs associated with the performance of that covenant or obligation shall be at the expense of the Lessee.
- (f) Unless the context otherwise requires, any term not defined herein which is defined in the Brisbane Casino Agreement shall have the same meaning herein as in the Brisbane Casino Agreement.
- (g) Headings have been inserted for ease of reference only and do not affect the construction of this Lease.

## **2. Rent.**

The Lessee shall pay rent to Queensland Treasury yearly in advance at the rate identified within the provisions of the Brisbane Casino Agreement.

## **3. Other charges against the Lessee.**

- (a) The Lessee shall pay to the Minister on demand all costs as between solicitor and own client (including all stamp duty survey costs registration fees counsel's fees filing fees or other court costs service fees witness expenses and other outlays of any kind whatever made by the solicitor on behalf of the Minister) incurred by the Minister to the Minister's solicitors directly or indirectly in connection with:
  - (i) the negotiation of the terms and conditions of any surrender in whole or in part of this Lease or of the Demised Premises and of any deed which may vary the terms of the Lease;
  - (ii) the giving by the Minister of any consent approval or notice hereunder;
  - (iii) the lawful exercise by the Minister of any right power of remedy hereunder;
  - (iv) any lawful steps action demand or proceedings taken by the Minister in respect of any breach of default neglect or failure to comply with any part of the Lessee's covenants herein

contained.

- (b) As and from the date of commencement of the Lease the Lessee shall pay and discharge all municipal rates, levies and taxes and Crown dues and rental imposed on or charged upon the Demised Premises and any fees and licence charges due to any statutory authority or corporation together with all other levies charges impositions assessments and outgoings of any nature whatsoever (whether parliamentary (Federal or State) municipal or otherwise and whether of a capital or revenue nature and even though of a novel character) which at any time during the term of this Lease may be or become payable either by the Lessee or levied against the Minister as a consequence of the use and enjoyment by the Lessee or by any sub-lessee or operator of the Demised Premises. In the event of any charge or imposition being levied directly on the Minister the Lessee shall pay to the Minister such charge or imposition within 7 days of being requested so to do by the Minister.
- (c) Notwithstanding the provisions of the previous clause the Lessee shall pay and discharge punctually all telephone charges payable by the Lessee and all electric light and power and gas charges which may be made in respect of the Demised Premises or in connection with the Lessee's use and occupation thereof and if the Minister shall pay the same then the Lessee will refund the amount thereof to the Minister immediately upon demand.

#### **4. Usage.**

- (a) The Lessee covenants to use the Demised Premises for commercial purposes in accordance with the provisions of the Brisbane Casino Agreement.
- (b) The Lessee shall:
  - (i) maintain such commercial usage as contemplated in the Brisbane Casino Agreement during the currency of this Lease;
  - (ii) provide any other service and facility which the Lessee is obliged to provide under the terms of this Lease; and

- (iii) use the Demised Premises for such other purpose, not inconsistent with the abovementioned usages, as may be approved from time to time by the Governor in Council.

## **5. Maintenance during the period of the Special Lease.**

- (a) The Lessee shall from time to time and at all times during the term of the Lease well and substantially keep, maintain and repair the Demised Premises as and when reasonably necessary to the reasonable satisfaction of the Minister.
- (b) In formulating or determining his reasonable satisfaction under clause 5.(a) in respect of:
  - (i) any part of the Demised Premises other than the Fixed Improvements; or
  - (ii) any Fixed Improvements which in the opinion of the Minister do not have a substantial cultural heritage significance;

the Minister shall have regard to the usual anticipated commercial life of the item in question and have regard to and make due allowance for fair wear and tear.

- (c) The Lessee shall from time to time and at all times during the term of the Lease replace or renew the installations, fittings, appurtenances, plant, machinery and equipment and any part or parts thereof in or forming part of the Demised Premises, other than the Fixed Improvements, as and when reasonably necessary to the reasonable satisfaction of the Minister.
- (d) In formulating or determining his reasonable satisfaction under clause 5.(c) the Minister shall have regard to the usual anticipated commercial life of the item in question and have regard to and make due allowance for fair wear and tear.
- (e) The lessee shall keep neat and tidy and in good order any parking areas, driveways, throughways, access and egress roads and landscaped and planted areas forming part of the Demised Premises.
- (f) The Lessee shall keep the external parts of the Demised Premises



clean and of good appearance at all times.

- (g) The Lessee shall from time to time and at all times during the term of the Lease bear and pay all costs and expenses payable in respect of the matters under clauses 5.(a), 5.(c), 5.(e), and 5.(f). Where any such costs and expenses are paid by the Minister the same shall be repayable by the Lessee to the Minister upon demand. The Lessee shall and does hereby keep the Minister indemnified against all such costs and expenses.
- (h) The Lessee acknowledges that the structural integrity and maintenance of the Fixed Improvements shall be the sole responsibility of the Lessee as provided under clause 5.(a). However the Minister and the Minister's Nominated Representative shall have the right to instruct the Lessee to inspect and report on the condition of the Fixed Improvements and maintain the Fixed Improvements in the condition as required under clause 5.(a). If the Lessee fails to do so within a reasonable time after receipt of written instructions from the Minister or the Minister's Nominated Representative, the Minister or the Minister's Nominated Representative may cause such inspections, reports or maintenance to be attended to as the Minister or the Minister's Nominated Representative deems reasonably necessary, at the cost and expense of the Lessee. Notwithstanding the foregoing, the provisions of clauses 55 and 56 of the Brisbane Casino Agreement shall apply.

## **6. Access to Queens Park.**

Clause 44 of the Brisbane Casino Agreement shall apply to this Lease.

## **7. Lands Department Honour Board.**

- (a) The Lessee acknowledges that the "Department of Public Lands—Roll of Honour" Board (called the *Honour Board*) is of historical significance to the State of Queensland. The Lessee hereby agrees to keep and maintain the Honour Board as a fixture on the corridor wall adjacent to the lift on Level one of the Land Administration Building.

- (b) The Lessee shall permit unrestricted public access to the Honour Board on Remembrance Day (11 November) in each and every year and at such other reasonable times as the Minister may by notice in writing to the Lessee require during the term of this Lease.

## **8. Entries and inspections.**

- (a) The Minister may enter upon and view the state of repair of the Demised Premises and deliver to the Lessee a notice in writing requiring the Lessee to repair any defects in or about the Fixed Improvements or to carry out any maintenance to such Fixed Improvements or to upgrade the condition and/or appearance of such Fixed Improvements to the standard required under clause 5 within a stated period of time. The Minister in specifying such time shall have reasonable regard to the extent of the repairs and other works to be effected. Such entry may be effected by the Minister, his agents or the Minister's Nominated Representative and with or without workmen and others. Such right may be exercised at all reasonable times after not less than 2 days prior written notice to the Lessee. Such prior written notice shall not be required in the case of an emergency as determined by the Minister or the Minister's Nominated Representative.
- (b) If the Lessee does not remedy such defects within such stated period of time it shall be lawful for, but not obligatory on, the Minister to enter upon the Demised Premises and repair the same. Such entry may be effected by the Minister, his agents or the Minister's Nominated Representative and with or without workmen and others. The Minister shall not be responsible for any loss or damage which may result therefrom to the business conducted on the Demised Premises or to the Lessee, its servants, agents, licensees or invitees. The expense of such repair shall be paid by the Lessee to the Minister on demand. The exercise by the Minister of its rights under this clause shall be without prejudice to its rights of re-entry and without prejudice to any other rights vested in it. If the Lessee is in default under this clause the costs incurred by the Minister in conducting any inspection which identified such default shall be paid by the

Lessee to the Minister on demand.

- (c) The Lessee agrees that the Minister shall have the right to grant easements over in or about the Demised Premises for any purpose provided that the purpose of such easement shall not interfere with the usage of the Demised Premises by the Lessee as herein provided and the Minister his servants and agents shall have a right of entry and access to the Demised Premises so as to facilitate the purpose for which the easement is granted. The Minister, his servants and agents in exercising their rights under this clause shall not unduly hinder, restrict or interfere with the usage of the Demised Premises by the Lessee as herein provided.

## **9. Insurance.**

- (a) In addition to the indemnities provided for in this Lease, at all times during the continuance of this Lease the Lessee shall take out and maintain or cause to be taken out and maintained the following insurances (provided that such insurances are reasonably obtainable) with an insurer approved by the Minister on terms reasonably acceptable to the Minister:
  - (i) Public liability insurance for the respective liabilities of the Lessee and the Crown for any one event. Such insurance shall be initially for not less than \$100,000,000 and thereafter for such other reasonable amount as the Minister may determine and shall extend to events relating to the Demised Premises.
  - (ii) A policy of insurance to cover against any loss of or damage to the Fixed Improvements. The insurance cover shall be for an amount not less than the replacement value of the Fixed Improvements and costs of demolition, removal and professional costs.
- (b) The policy under clause 9.(a)(i) shall be taken out and effected in the name of the Lessee and such other persons as reasonably approved by the Minister (with the interests of the Crown noted thereon). Unless the Minister otherwise requires, the policy under clause 9.(a)(ii) shall be taken out and maintained in the name of the Lessee and such other persons as reasonably approved by the

Minister (with the interests of the Crown noted thereon). If the Minister so requires at any time the policy under clause 9.(a)(ii) shall be in the name of the Crown as owner (with the interest of the Lessee and such other persons as reasonably approved by the Minister noted thereon).

- (c) The Lessee shall pay the premiums under such policies.
- (d) The Lessee shall provide the Minister with evidence of the existence of such policies satisfactory to the Minister on or before the commencement hereof. Such evidence shall be the actual policies, certified copies of the policies or such other evidence of the policies in a form approved by the Minister. The Lessee shall provide the Minister with a certificate of currency of each policy within 14 days of the date of commencement of each subsequent year of this Lease.
- (e) The Lessee shall not engage in or permit any conduct which may void or render voidable any such policies.
- (f) In the event that the insurance specified in clause 9.(a)(ii) is not reasonably obtainable, the Minister shall determine in each relevant year of this Lease an amount which represents a reasonable premium for such insurance in relation to contemporary structures of similar value and notify this amount to the Lessee. The Lessee shall expend the amount as determined during the relevant year of this Lease upon fire prevention and other safety measures in relation to the Demised Premises and the Lessee shall report to the Minister on such expenditure as and when required by the Minister.

## **10. Damage and destruction.**

- (a) If the Fixed Improvements or any of them are destroyed or damaged from any event during the term of the Lease and:
  - (i) such destruction or damage was caused by the Lessee, its servants, agents, contractors, tenants, invitees or licensees; or
  - (ii) insurance moneys are available to fully fund such rebuilding and reinstatement;the Lessee shall cause such Fixed Improvements to be fully

rebuilt and reinstated as soon as is practicable thereafter. There shall be no abatement of the rental or other charges payable hereunder by the Lessee during such period of reconstruction.

- (b) If the Fixed Improvements or any of them are substantially destroyed or damaged from any event during the term of the Lease and;
- (i) such destruction or damage was not caused by the Lessee, its servants, agents, contractors, tenants, invitees or licensees; or
  - (ii) insurance moneys are not available to fully fund such rebuilding and reinstatement;

the Lessee shall elect by written notice to the Minister within a reasonable time of such destruction or damage, either to:

- (iii) fully rebuild and reinstate such Fixed Improvements; or
- (iv) take action under clause 10.(c).

If the Lessee gives notice under clause 10.(b)(iii) the Lessee shall cause such Fixed Improvements to be fully rebuilt and reinstated as soon as is practicable thereafter. There shall be no abatement of the rental or other charges payable hereunder by the Lessee during such period of reconstruction.

- (c) If in the Lessee's reasonable opinion, such destruction or damage as referred to in clause 10.(b) substantially adversely affects the commercial viability of the reconstruction and operation of the Demised Premises having regard to, amongst other things,
- (i) the insurance moneys available to fund rebuilding and reinstatement of the Fixed Improvements;
  - (ii) the financial capacity of the Lessee to fund rebuilding and reinstatement of the Fixed Improvements; and
  - (iii) the unexpired term of this Lease;

the Lessee shall give written notice to the Minister within a reasonable time of such destruction or damage requesting that the Minister recommend to the Governor-in-Council that this Lease be terminated. Such notice shall be accompanied by the Lessee's written submissions regarding such request to terminate.

- (d) If upon the submissions detailed in clause 10.(c) having been made, the Minister is of the reasonable opinion that the commercial viability of the reconstruction and operation of the Demised Premises is substantially adversely affected, he shall immediately recommend to the Governor-in-Council that this Lease be terminated.
- (e) If upon the submissions detailed in clause 10.(c) having been made, the Minister is of the reasonable opinion having regard to, amongst other things, the matters specified in clauses 10.(c)(i) to 10.(c)(iii), that the commercial viability of the reconstruction and operation of the Demised Premises is not substantially adversely affected, he shall issue to the Lessee a notice to Show Cause why this Lease should be terminated.
- (f) The notice under clause 10.(e) shall state the grounds upon which the Minister is of the reasonable opinion that the commercial viability of the reconstruction and operation of the Demised Premises is not substantially adversely affected and shall allow such time as may be reasonable, but not less than 20 days, by which cause may be shown.
- (g) The Lessee may endeavour to Show Cause by written, oral or other type of further submission to the Minister at any time on or before the date specified in the notice by which cause may be shown, and may in showing cause introduce such further submissions for consideration by the Minister as the Lessee deems necessary.
- (h) The Minister shall give all further submissions forwarded to him in answer to the Show Cause notice all due consideration and if, in his reasonable opinion:
  - (i) insufficient cause is shown or, where no cause is shown, direct that the Lessee fully rebuild and reinstate the Fixed Improvements; or
  - (ii) sufficient cause is shown, accept and approve the submission of the Lessee and immediately recommend to the Governor-in-Council that this Lease be terminated.
- (i) The Governor-in-Council may upon the recommendation of the Minister under clauses 10.(d) or 10.(h)(ii) declare this Lease

terminated. Thereupon this Lease shall be terminated and the Lessee shall be irrevocably divested of its right, title and interest hereunder in and to the land comprised herein but without prejudice to any claim by a party against any other party with respect to any matter or thing arising out of, done, performed or omitted to be done or performed under this Lease prior to such termination.

- (j) The Lessee's obligation or entitlement under this clause 10 to rebuild and reinstate shall be an obligation or entitlement to rebuild and reinstate using the best construction techniques and materials then currently reasonably available to the Lessee and shall be subject to receipt of all relevant approvals.

## **11. Indemnities.**

- (a) The Lessee shall and does hereby indemnify and keep indemnified the Crown against all damages, losses costs and expenses which the Crown may sustain expend or be put to by reason or on account of any neglect or default on the part of the Lessee to observe and perform any of the covenants or agreements on the part of the Lessee herein contained or implied.
- (b) The Lessee shall and does hereby indemnify and keep indemnified the Crown in respect of any accident howsoever occurring, other than through the negligent or wilful act or omission of the Crown its servants or agents, which may occur in connection with the use by the Lessee its agents, employees, invitees, licensees, servants, visitors and the public at large of any part of the Demised Premises and in connection with the use by the Lessee its agents, employees and servants of any installation thereon, and without limiting the generality of the foregoing including the lifts, escalators, stairways and passages, pathways, car park, public concourse and entrances of and to the Demised Premises.

## **12. Assignment and subletting.**

The Lessee shall not assign, sublet or part with possession of the Demised Premises or any part thereof except as provided under clause 78 of

the Brisbane Casino Agreement.

### **13. Arbitration during the period of the Special Lease.**

In case any claim, dispute or question shall arise between the Minister and the Lessee concerning any clause or anything contained in this Lease or the meaning or construction of any matter or thing in any way connected with this Lease or the rights, duties or liabilities of either the Minister or the Lessee in under or in connection with this Lease or if any matter or thing whatsoever is by this Lease required or found necessary to be referred to arbitration THEN and in every such case such claim dispute question matter or thing shall be referred to a single arbitrator sitting in Brisbane agreed upon between the Minister and the Lessee and failing agreement upon such an arbitrator within fourteen (14) days after the date of written notice from one party to the other requiring the appointment of an arbitrator then to an arbitrator appointed by the Governor in Council and every such reference shall be an arbitration within the meaning of the *Commercial Arbitration Act 1990* and subject to the provisions relating to arbitration contained in the said Act.

NOTWITHSTANDING the provisions of this clause, if this Lease is in the opinion of the Minister liable to be terminated under clause 84 of the Brisbane Casino Agreement, the relevant claim, dispute, question, matter or thing shall not be referred to arbitration without the consent of the Minister.

### **14. Power of Attorney over the Special Lease.**

- (a) The Lessee does hereby irrevocably nominate constitute and appoint the Minister to be the true and lawful attorney of the Lessee on behalf of and in the name of and as the act and deed of the Lessee execute a surrender of this Lease and to do all such things and sign all such documents as may be necessary to obtain registration thereof provided always that such powers shall not be exercised unless and until this Lease shall have been lawfully determined.
- (b) Upon request by the Lessee the Minister shall execute such objections, forms and notices as may be requisite to lodge an objection or appeal against the Valuer General's unimproved capital value of the Demised Premises. The Minister authorises



the Lessee to appear, argue and make submissions on its behalf for the purpose of determining any objection or appeal so lodged provided that in the exercise of such right the Lessee shall not prejudice any of the Minister's rights at law. The Lessee shall be responsible for all costs associated with such objection or appeal and shall satisfy forthwith any order made against the Minister as appellant.

#### **15. Yield up in full repair.**

- (a) The Lessee shall at the expiration or sooner determination of the term of the Lease peacefully yield up the Demised Premises in the order and condition required under clause 5.
- (b) The Lessee agrees that during the continuance of this Lease it shall not remove or cause to be removed any Fixed Improvements, fittings, floor coverings, external signs or notices used in or about the business of the international hotel casino without the consent in writing first had and obtained of the Minister.
- (c) At the expiration or sooner determination of this Lease the Lessee shall not remove from the Demised Premises any fixtures or floor coverings which have been erected or placed upon the Demised Premises and all such fixtures and floor coverings shall become the property of the Crown and no compensation shall be payable to the Lessee with respect to such items.
- (d) The Lessee shall not have the right to remove any Fixed Improvements at the expiration or sooner determination of this Lease. The ownership of all such Fixed Improvements shall vest in the Crown and there shall be no compensation payable to the Lessee with respect thereto.

#### **16. Advertising limitations.**

The Lessee shall not cause nor permit any advertising or other sign or advertisement or hoarding to be painted or erected or otherwise placed in or on the Demised Premises or any part thereof without the prior consent of the Minister PROVIDED THAT such consent shall not be unreasonably withheld to the using or exhibiting of any advertisement or sign customary

and/or incidental to the Lessee's class of business if such advertisement or sign strictly complies with the by-laws of the local or other authorities but nothing herein contained shall be construed so as to give the Lessee authority to erect use or exhibit any neon or similar sign or advertisement or any sign or advertisement on any exterior surface of the building without such consent and the Lessee will at the expiration or sooner determination of the term hereby granted forthwith remove or clean off any advertising or other sign advertisement or hoarding painted erected or placed on the Demised Premises and restore the latter to the condition of such premises immediately before such advertisement or sign was erected or set up.

#### **17. Minister not liable.**

The Minister shall not be liable to the Lessee or any person claiming under or through the Lessee for any loss or damage whatever directly or indirectly caused by or arising from rain or other water or fluids flowing or leaking into or being in the Demised Premises or any part thereof or by any malfunction failure to function or interruption of or to the gas or electricity services the fire equipment or any of the appurtenances contained in the Demised Premises.

#### **18. Termination.**

Unless sooner terminated this Lease shall terminate upon the expiration by time of the Lease. This Lease may only be sooner terminated as provided under clauses 81 and 84 of the Brisbane Casino Agreement or clause 10 of this Lease.

#### **19. Default by Company under the Special Lease.**

- (a) The Lessee agrees that if the Lessee vacates or abandons the Demised Premises during the continuance of this Lease (whether or not the Lessee ceases to pay the rent and other amounts payable pursuant to this Lease) then in the absence of a written notice by the Minister accepting the surrender of the Lessee's interest hereunder or a formal notice of forfeiture or re-entry being served on the Lessee by the Minister, neither acceptance of the keys nor entry into the Demised Premises by the Minister or by any person on the Minister's behalf for the purpose of inspection or for the

purpose of showing the Demised Premises to prospective lessees or licensees nor the advertising of the Demised Premises for reletting shall constitute a re-entry or forfeiture or waiver of the Minister's rights to recover in full all rent and other amounts from time to time payable by the Lessee pursuant to this Lease. This Lease shall be deemed to continue in full force and effect until the date from which a new lessee or licensee actually commences to occupy the Demised Premises or the date of expiration of this Lease whichever shall first occur and any entry by the Minister until such date shall be deemed an entry by the leave and licence of the Lessee. Upon the date of a new lessee or licensee commencing to occupy the Demised Premises as aforesaid, the Minister shall be deemed to have re-entered the Demised Premises.

- (b) The Lessee agrees that if the Lessee shall fail to pay to the Minister any moneys whatsoever which are payable by the Lessee to the Minister in terms hereof on the date for payment thereof the Lessee shall pay to the Minister interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgement which the Minister may obtain against the Lessee from the date of any such judgement until the same shall be satisfied at the rate being the prime lending rate from time to time offered by the Commonwealth Trading Bank on overdrafts in excess of 100,000.00 compounded thereof for each month or part of a month during which any such payment shall be overdue or any such judgement unsatisfied.
- (c) The Lessee agrees that the waiver by the Minister of any default of the Lessee or any breach by the Lessee of any of the terms covenants conditions and restrictions hereof shall not in any circumstances be construed or operate as a licence to the Lessee to repeat or continue any such default or breach nor shall any such waiver be construed or operate as a waiver of any subsequent default or breach whether of the like nature or not.
- (d) Unless application is mandatory by law any statute proclamation order regulation or moratorium present or future shall not apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies

or discretions given or accruing to the Minister.

## **20. Requirements of relevant authorities.**

Subject to clause 53.(b) of the Brisbane Casino Agreement the Lessee shall duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and orders and regulations of all other relevant authorities relating to the Demised Premises or to the business of the Lessee carried on therein and all requirements and orders lawfully given or made by any public body or authority relating to the Demised Premises and the usages carried on therein within the time required by the notice or order.

## **21. Mortgaging of interest in the Lease.**

The Lessee shall be entitled to mortgage its interest in the within Lease to a mortgagee or mortgagees as are approved by the Minister under this Lease and as are approved by the Minister under the Brisbane Casino Agreement.

## **22. Notices.**

A party may give a notice required under this Lease by delivering the notice to an address or another party provided under this Lease by hand or post or facsimile transmission in accordance with the provisions of the Brisbane Casino Agreement.

## **23. Compliance with provisions of the Casino Agreement.**

The Lessee shall duly and punctually comply with and observe the terms and conditions of the Brisbane Casino Agreement.

## **24. Compliance with Heritage requirements.**

The Lessee shall duly and punctually comply with and observe all the terms of Part III of the Brisbane Casino Agreement.

**25. Compliance with terms of the Casino Licence.**

The Lessee shall duly and punctually comply with and observe the terms and conditions of any Casino Licence which has been granted in relation to the Demised Premises.

**26. Freeholding.**

This Lease is not eligible for conversion to freehold tenure in terms of Section 207 of the *Lands Act 1962*.

**27. Applicable Acts.**

In all other respects, the conditions of this Lease shall be as are provided for in the *Land Act 1962* and the Brisbane Casino Agreement.

**28. Minister's Covenants.**

- (a) The Lands Minister warrants that the Lessee paying the rent hereby reserved and observing and performing the covenants conditions and restrictions on its part herein contained shall and may peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Lands Minister or by any person rightfully claiming through under or in trust for it subject always to the rights powers remedies and reservation of the Lands Minister herein contained.
- (b) The Lands Minister does not expressly or impliedly warrant that the Demised Premises are at the date of commencement hereof or will remain fit suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability fitness and adequateness of the Demised Premises implied by law are hereby expressly negated.

**29. New Lease Negotiations.**

- (a) If the Lessee desires a further Lease of the Demised Premises after the expiration of this Lease, then during the last 10 years of this Lease the State and the Lessee shall negotiate in good faith for the grant to the Lessee of a further lease of the Demised Premises

on terms and conditions to be agreed between the State and the Lessee.

- (b) This provision has been inserted for the purpose of accurately recording the intention of the parties. The negotiations and decisions made shall be at the absolute discretion of each party. In particular this provision is not intended and shall not impose on the State any obligation to grant the Lessee a lease for any further term or to give reasons for any decision made as a result of such negotiations or to base its decisions on any reasonable ground.

**(NB—THE FULL PLAN IS TO GO ON THIS PAGE!)**

**Eighth Schedule:**  
**SPECIAL LEASE**  
**(SPECIFIC PROVISIONS)**

**PART 1**  
**(Treasury Building)**

The following amendments shall be made to the form of Special Lease set out in the Seventh Schedule:

1. The Demised Premises shall be that part of the Site described in clause 40.(a)(i) as finally surveyed and registered in the appropriate office.
2. The area shall be the area of that part of the Site described in clause 40.(a)(i) as finally surveyed.
3. The term shall be from the Lease Commencement Date for the relevant Special Lease to the date being 75 years from the Lease Commencement Date of the first Special Lease granted under clause 40.(b).
4. In clause 1 the following additional definitions shall be inserted in alphabetical order.

**“Total Site”** means the land described as (this definition shall be completed by inserting the then current property description of the land identified on the plan contained in the Seventh Schedule).

**“Collateral Leases”** means any Special Lease granted under clause 40.(b) of the Brisbane Casino Agreement in respect of any part of the Total Site other than this Lease.

5. The following new paragraph shall be added at the end of clause 9:  
“The Lessee’s public liability insurance obligations under clause 9.(a)(i) and the Collateral Leases may be satisfied under a single policy applying to the Total Site. The Lessee’s replacement insurance obligations under clause 9.(a)(ii) and the Collateral Leases may be satisfied under a single policy applying to the Total Site.”



6. Clause 6 shall be deleted.
7. Clause 7 shall be deleted.

## **PART 2**

### **(Treasury Building and Queens Park)**

The following amendments shall be made to the form of Special Lease set out in the Seventh Schedule:

1. The Demised Premises shall be that part of the Site described in clauses 40.(a)(i) and 40.(a)(ii) as finally surveyed and registered in the appropriate office.
2. The area shall be the area of that part of the Site described in clauses 40.(a)(i) and 40.(a)(ii) as finally surveyed.
3. The term shall be from the Lease Commencement Date for the relevant Special Lease to the date being 75 years from the Lease Commencement Date of the first Special Lease granted under clause 40.(b).
4. In clause 1 the following additional definitions shall be inserted in alphabetical order:

**“Total Site”** means the land described as (this definition shall be completed by inserting the then current description of the land identified on the plan contained in the Seventh Schedule).

**“Collateral Leases”** means any Special Lease granted under clause 40.(b) of the Brisbane Casino Agreement in respect of any part of the Total Site other than this Lease.

5. The following new paragraph shall be added at the end of clause 9:

“The Lessee’s public liability insurance obligations under clause 9.(a)(i) and the Collateral Leases may be satisfied under a single policy applying to the Total Site. The Lessee’s replacement insurance obligations under clause 9.(a)(ii) and the Collateral Leases may be satisfied under a single policy applying to the Total Site.”
6. Clause 7 shall be deleted.

### **PART 3**

#### **(Queens Park)**

The following amendments shall be made to the form of Special Lease set out in the Seventh Schedule:

1. The Demised Premises shall be that part of the Site described in clause 40.(a)(ii) as finally surveyed and registered in the appropriate office.
2. The area shall be the area of that part of the Site described in clause 40.(a)(ii) as finally surveyed.
3. The term shall be from the Lease Commencement Date for the relevant Special Lease to the date being 75 years from the Lease Commencement Date for the first Special Lease granted under clause 40.(b).
4. In clause 1 the following additional definitions shall be inserted in alphabetical order:

“**Total Site**” means the land described as (this definition shall be completed by inserting the then current property description of the land identified on the plan contained in the Seventh Schedule).

“**Collateral Leases**” means any Special Lease granted under clause 40.(b) of the Brisbane Casino Agreement in respect of any part of the Total Site other than this Lease.
5. The following new paragraph shall be added at the end of clause 9:

“The Lessee’s public liability insurance obligations under clause 9.(a)(i) and the Collateral Leases may be satisfied under a single policy applying to the Total Site. The Lessee’s replacement insurance obligations under clause 9.(a)(ii) and the Collateral Leases may be satisfied under a single policy applying to the Total Site.”
6. Clause 7 shall be deleted.
7. Clause 25 shall be deleted.

**PART 4****(Queens Park and Land Administration Building)**

The following amendments shall be made to the form of Special Lease set out in the Seventh Schedule:

1. The Demised Premises shall be that part of the Site described in clauses 40.(a)(ii) and 40.(a)(iii) as finally surveyed and registered in the appropriate office.
2. The area shall be the area of that part of the Site described in clauses 40.(a)(ii) and 40.(a)(iii) as finally surveyed.
3. The term shall be from the lease Commencement Date for the relevant Special Lease to the date being 75 years from the Lease Commencement Date for the first Special Lease granted under clause 40.(b).
4. In clause 1 the following additional definitions shall be inserted in alphabetical order:

**“Total Site”** means the land described as (this definition shall be completed by inserting the then current property description of the land identified on the plan contained in the Seventh Schedule).

**“Collateral Leases”** means any Special Lease granted under clause 40.(b) of the Brisbane Casino Agreement in respect of any part of the Total Site other than this Lease.
5. The following new paragraph shall be added at the end of clause 9:

“The Lessee’s public liability insurance obligations under clause 9.(a)(i) and the Collateral Leases may be satisfied under a single policy applying to the Total Site. The Lessee’s replacement insurance obligations under clause 9.(a)(ii) and the Collateral Leases may be satisfied under a single policy applying to the Total Site.”
6. Clause 25 shall be deleted.

## **PART 5**

### **(Land Administration Building)**

The following amendments shall be made to the form of Special Lease set out in the Seventh Schedule:

1. The Demised Premises shall be that part of the Site described in clause 40.(a)(iii) as finally surveyed and registered in the appropriate office.
2. The area shall be the area of the Site described in clause 40.(a)(iii) as finally surveyed.
3. The term shall be from the Lease Commencement Date for the relevant Special Lease to the date being 75 years from the Lease Commencement Date for the first Special Lease granted under clause 40.(b).
4. In clause 1 the following additional definitions shall be inserted in alphabetical order:

“**Total Site**” means the land described as (this definition shall be completed by inserting the then current property description of the land identified on the plan contained in the Seventh Schedule).

“**Collateral Leases**” means any Special Lease granted under clause 40.(b) of the Brisbane Casino Agreement in respect of any part of the Total Site other than this Lease.
5. The following new paragraph shall be added at the end of clause 9:

“The Lessee’s public liability insurance obligations under clause 9.(a)(i) and the Collateral Leases may be satisfied under a single policy applying to the Total Site. The Lessee’s replacement insurance obligations under clause 9.(a)(ii) and the Collateral Leases may be satisfied under a single policy applying to the Total Site.”
6. Clause 25 shall be deleted.

**Ninth Schedule:**  
**TOTAL CAPITAL BUDGET & CASH FLOW**  
**FORECAST**

MONTH	BUILDING	PRELIMINS	ESCAL'N	F.F.& E.	SUB-TOTAL	CONSULT- ANT FEES	TOTAL
To Date						1,197,563	1,197,563
J/92						604,890	604,890
A						594,604	594,604
S						878,950	878,950
O		62,000			62,000	814,040	876,040
N		32,000			32,000	1,024,152	1,056,152
D		40,000			40,000	1,000,972	1,040,972
J/93		60,000			60,000	933,979	993,979
F		60,000			60,000	881,302	941,302
M		80,000			80,000	945,387	1,025,387
A		68,000			68,000	1,038,297	1,106,297
M		999,168			999,168	881,655	1,880,823
J		282,460	1,955		284,415	925,866	1,210,281
J	668,545	821,973	8,130		1,498,648	795,012	2,293,660
A	1,400,000	399,633	12,345	250,000	2,061,978	581,281	2,643,259
S	2,080,000	438,633	47,788	4,000	2,570,421	581,282	3,151,703
O	2,675,000	442,613	95,650	70,000	3,283,263	537,282	3,820,545
N	3,440,000	477,335	167,623	320,000	4,404,958	569,282	4,974,240
D	4,190,000	527,733	258,964	250,000	5,226,697	562,732	5,789,429
J/94	4,987,000	582,633	367,447		5,937,080	416,282	6,353,362
F	5,735,000	635,633	497,200		6,867,833	409,281	7,277,114
M	6,398,000	572,633	617,449		7,588,082	295,366	7,883,448
A	6,785,000	585,633	721,420		8,092,053	295,828	8,387,881
M	6,959,228	631,633	829,671		8,420,532	285,828	8,706,360
J	7,369,000	572,163	925,394		8,866,557	306,078	9,172,635
J	7,387,920	567,163	1,012,267		8,967,350	299,858	9,267,208
A	7,361,000	572,163	1,068,614	33,100	9,034,877	307,824	9,342,701
S	7,314,000	562,163	1,092,808	1,677,541	10,646,512	251,122	10,897,634
O	7,217,000	558,163	1,376,253	11,558,903	20,710,319	298,060	21,008,379
N	6,907,000	518,163	1,086,620	13,319,461	21,831,244	296,897	22,128,141
D	5,824,000	501,163	951,056	3,641,564	10,917,783	187,352	11,105,135
J/95	5,287,268	518,163	886,253	1,810,892	8,502,576	86,625	8,589,201
F	3,335,000	509,509	607,492	1,300	4,453,301	55,696	4,508,997
M	2,226,000	396,298	425,422		3,047,720	53,125	3,100,845
A	758,000	418,176	192,179		1,368,355	53,125	1,421,480
M						53,125	53,125
TOTAL	106,303,961	13,493,000	13,250,000	32,936,761	165,983,722	19,300,000	185,283,722

**Tenth Schedule:**  
**EASEMENT TERMS**

GRANTS OF EASEMENT

- MultiPurpose Easement  
Stephens Lane
  
- Services Easement  
Queens Park

MULTI PURPOSE EASEMENT  
STEPHENS LANEQueensland  
GRANT OF EASEMENT

GRANTOR QUEENSLAND GOVERNMENT

GRANTEE JUPITERS LIMITED

ESTATE OR INTEREST BEING BENEFITED Leasehold estate under Special Lease \*

HOW ESTATE OR INTEREST BEING BENEFITED IS HELD Not applicable

## DESCRIPTION OF SERVIENT TENEMENT

Lease	County	Parish	Description
<b>PART OF</b>			
*	Stanley	North Brisbane	EASEMENT * IN LOT * ON PLAN *

MORTGAGES, ENCUMBRANCES, ETC. Nil

CONSIDERATION \$1.00





EXECUTION

BY GRANTEE

THE COMMON SEAL of )  
 JUPITERS LIMITED is )  
 affixed in accordance with )  
 its articles of association )  
 in the presence of )  
                   and )  
                   who hereby certify )  
 that they are the proper officers ) .....  
 of the company to affix the seal )

WITNESS

IN MY PRESENCE (signature) .....  
                                   A Justice of the Peace/Solicitor

(full name to be printed) .....

**SCHEDULE**

This is the schedule referred to in easement dated 19

1. In this document, unless the contrary intention appears:

**“Authorised Users”** means the Grantee’s and the Occupier’s customers, servants, agents, tenants, licensees and invitees.

**“Brisbane Casino Agreement”** means an agreement dated 1993 between the Queensland Government and Jupiters Limited relating to the development and use of land, including the Dominant Tenement, as a casino and hotel.

**“Grantor”** means the Minister for Lands for the State of Queensland for and on behalf of the Crown in right of the State of Queensland or other Minister of the Crown for the time being charged with the administration of the Servient Tenement.

**“Grantee”** means JUPITERS LIMITED and the registered proprietor or proprietors, owner or owners for the time being of the Dominant Tenement.

**“Occupier”** means the occupier or occupiers for the time being of the Dominant Tenement.

**“Trustee”** means any trustee under whose control the land of which the Servient Tenement forms part is placed under the *Land Act 1962*.

2. The Grantor grants to the Grantee, the Occupier and the Authorised Users the full and free right and liberty for the Grantee, the Occupier and the Authorised Users to go, pass and repass along and upon the surface of the Servient Tenement at all times by day or by night for all lawful purposes associated with use of the Dominant Tenement but only whilst in or upon motor vehicles. The Grantee, the Occupier and the Authorised Users shall exercise such right and liberty in common with the rights of the Grantor and any tenant of the Grantor and their customers, servants, agents, tenants, licensees and invitees in respect of the Servient Tenement and in common with the rights of all persons lawfully using or enjoying the Servient Tenement.
3. The Grantor grants to the Grantee, the Occupier and the Authorised

Users the full and free right and liberty for the Grantee, the Occupier and the Authorised Users to go, pass and repass on foot along and upon the surface of the Servient Tenement at all times by day or by night for all lawful purposes associated with use of the Dominant Tenement. The Grantee, the Occupier and the Authorised Users shall exercise such right and liberty in common with the rights of the Grantor and any tenant of the Grantor and their customers, servants, agents, tenants, licensees and invitees in respect of the Servient Tenement and in common with the rights of all persons lawfully using or enjoying the Servient Tenement.

4. The Grantor grants to the Grantee, the Occupier and the Authorised Users the full and free right and liberty for the Grantee, the Occupier and the Authorised Users to go, pass and repass on foot along and upon the surface of the Servient Tenement at all times by day or by night for fire escape egress purposes associated with use of the Dominant Tenement. The Grantee, the Occupier and the Authorised Users shall exercise such right and liberty in common with the rights of the Grantor and any tenant of the Grantor and their customers, servants, agents, tenants, licensees and invitees in respect of the Servient Tenement and in common with the rights of all persons lawfully using or enjoying the Servient Tenement.
5. The Grantor grants to the Grantee and the Occupier the full and free right to the access and enjoyment of light and air to, through and for the windows, lights and apertures of the wall of the building erected on the Dominant Tenement immediately adjacent to the Servient Tenement, over and across the Servient Tenement without any obstruction or interruption caused by or consequent upon the erection, raising, making or suffering to stand of any building, structure or thing whatsoever upon the Servient Tenement except for seats, shrubs and trees. The Grantee and the Occupier shall exercise such right in common with the rights of the Grantor and any tenant of the Grantor and their customers, servants, agents, tenants, licensees and invitees in respect of the Servient Tenement and in common with the rights of all persons lawfully using or enjoying the Servient Tenement.
6. The Grantor and the Grantee shall not cause or allow any nuisance or any hindrance on the Servient Tenement which might obstruct the free flow of vehicular and pedestrian traffic along and upon the Servient

Tenement, provided always that the Grantor may give reasonable notice to the Grantee specifying appropriate directions for traffic flow and the Grantee will not be entitled to hold the Grantor in breach of its obligations under this easement. The Grantor and the Grantee shall not cause or allow any rubbish or waste material to be deposited on the Servient Tenement.

7. The Grantor shall keep and maintain the surface of the Servient Tenement in good, reasonable and trafficable condition.
8. Any notice to be given under or in respect of this document shall be given in accordance with the Brisbane Casino Agreement.
9. The Grantee will indemnify and keep indemnified the Grantor and the Trustee against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of the Grantee, the Occupier or the Authorised Users in the use or attempted use of the easement by the Grantee, the Occupier or the Authorised Users except where such actions, suits, proceedings, claims, demands, costs, losses, damages, expenses arise as a result of any negligent act or omission of the Grantor or Trustee or their servants, agents, licensees and invitees.
10. This easement shall terminate upon the lawful termination of any special lease granted under the Brisbane Casino Agreement or any further lease negotiated between the Grantor and the Grantee thereafter in accordance with clause 29.(a) of the Special Lease.

SERVICES EASEMENT  
QUEENS PARK

Queensland

GRANT OF EASEMENT

GRANTOR QUEENSLAND GOVERNMENT

GRANTEE JUPITERS LIMITED

ESTATE OR INTEREST BEING BENEFITED Leasehold estate under Special Lease \*

HOW ESTATE OR INTEREST BEING BENEFITED IS HELD Not applicable

DESCRIPTION OF SERVIENT TENEMENT	Lease	County	Parish	Description
	<b>PART OF</b>			
	*	Stanley	North	EASEMENT * Brisbane IN LOT * ON PLAN *

MORTGAGES, ENCUMBRANCES, ETC. Nil

CONSIDERATION \$1.00





**SCHEDULE**

This is the schedule referred to in easement dated 19

1. In this document, unless the contrary intention appears:

“**Authorised Users**” means:

- (a) in respect of the Services Area, the Grantee’s servants and agents; and
- (b) in respect of the Stairway Area, the Grantee’s and Occupier’s customers, servants, agents, tenants, licensees and invitees.

“**Brisbane Casino Agreement**” means an agreement dated 1993 between the Queensland Government and Jupiters Limited relating to the development and use of land, including the Dominant Tenement, as a casino and hotel.

“**Grantor**” means the Minister for Lands for the State of Queensland for and on behalf of the Crown in right of the State of Queensland or other Minister of the Crown for the time being charged with the administration of the Servient Tenement.

“**Grantee**” means JUPITERS LIMITED and the registered proprietor or proprietors, owner or owners for the time being of the Dominant Tenement.

“**Occupier**” means the occupier or occupiers for the time being of the Dominant Tenement.

“**Services Area**” means (insert appropriate description for the 6 areas identified on the easement plan forming part of the Brisbane Casino Agreement as the exhaust vent and air intake vent areas.

“**Stairway Area**” means (insert appropriate description for the 4 areas identified on the easement plan forming part of the Brisbane Casino Agreement as the fire stair areas.

“**Trustee**” means any trustee under whose control the land of which the Servient Tenement forms part is placed under the Land Act 1962.

2. In respect of the Services Area the Grantor grants to the Grantee and the Authorised Users the full and free right and liberty for the Grantee



and the Authorised Users to erect, install, maintain, repair, replace, renew and use electrical, water, gas, communication, security, air conditioning and other services in, through and along the Services Area and to enter upon the Services Area for those purposes at all times by day or by night. The Grantee's and the Authorised Users' right of entry for those purposes other than use shall extend to such areas owned or controlled by the Grantor adjacent to the Services Area reasonably required for such purposes. The Grantee and the Authorised Users shall exercise such right and liberty in common with the rights of the Grantor in respect to the Services Area and in common with the rights of all persons lawfully using or enjoying the Services Area.

3. In respect of the Stairway Area the Grantor grants to the Grantee, the Occupier and the Authorised Users the full and free right and liberty for the Grantee, the Occupier and the Authorised Users to go, pass and re-pass on foot along and upon the Stairway Area at all times by day or by night for fire escape egress purposes and all lawful purposes associated with the use of the Dominant Tenement. The Grantee, the Occupier and the Authorised Users shall exercise such right and liberty in common with the rights of the Grantor and its servants, agents, licensees and invitees in respect to the Stairway Area and in common with the rights of all persons lawfully using or enjoying the Stairway Area.
4. The Grantor and Grantee acknowledge that the Servient Tenement is part of a public place. The Grantor shall not take positive steps which have the effect of causing or allowing any nuisance or other hindrance which might obstruct the use of the Servient Tenement as permitted under clauses 2 and 3.
5. In the event that any door to any Stairway Area is below the level of the surface area of Queens Park as defined in the Brisbane Casino Agreement, the Grantee in exercising its rights under this easement shall not unduly interfere or restrict access to the public to any such door provided always that the Grantee may take reasonable action for the purposes of safety.
6. Any notice to be given under or in respect of this document shall be given in accordance with the Brisbane Casino Agreement.
7. The Grantee will indemnify and keep indemnified the Grantor and the

Trustee against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of the use or attempted use of the easement by the Grantee, the Occupier or the Authorised Users except where such actions, suits, proceedings, claims, demands, costs, losses, damages, expenses arise as a result of any negligent act or omission of the Grantor or Trustee or their servants, agents, licensees and invitees.

8. The Grantee shall comply with clause 44 of the Brisbane Casino Agreement.
9. This easement shall terminate upon the lawful termination of any special lease granted under the Brisbane Casino Agreement or any further lease negotiated between the Grantor and the Grantee thereafter in accordance with clause 29.(a) of the Special Lease.

**ENDNOTES****1 Index to Endnotes**

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**2 Date to which amendments incorporated**

This is the day mentioned in section 5(c) of the *Reprints Act 1992*. However, no amendments have commenced operation on or before that day. Future amendments of the *Brisbane Casino Agreement Regulation 1993* may be made in accordance with this reprint because of section 49 of the *Reprints Act 1992*.

**3 List of legislation**

**Brisbane Casino Agreement Regulation 1993 SL No. 135**  
notfd Gaz 30 April 1993 pp 2041–3  
commenced on date of notification