

Queensland



**JUPITERS CASINO  
AGREEMENT AMENDMENT  
BILL 2000**



**Queensland**



**JUPITERS CASINO AGREEMENT  
AMENDMENT BILL 2000**

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	SCHEDULE 2	
	PROPOSED FURTHER AGREEMENT	



**2000**

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**A BILL**

**FOR**

***An Act to amend the Jupiters Casino Agreement Act 1983***

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*Jupiters Casino Agreement Amendment*

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**The Parliament of Queensland enacts—**

1

**Short title**

2

Clause **1.** This Act may be cited as the *Jupiters Casino Agreement Amendment Act 2000*.

3

4

**Act amended**

5

Clause **2.** This Act amends the *Jupiters Casino Agreement Act 1983*.

6

**Amendment of s 2 (Making of Agreement authorised)**

7

Clause **3.** Section 2(1), ‘the Schedule’—

8

*omit, insert—*

9

‘schedule 1’.

10

**Amendment of s 4 (Variation of Agreement)**

11

Clause **4.(1)** Section 4(1), after ‘a further agreement’—

12

*insert—*

13

‘corresponding to the proposed further agreement set out in schedule 2’.

14

**(2)** Section 4(2)—

15

*omit.*

16

**(3)** Section 4(3)—

17

*renumber* as section 4(2).

18

**Amendment of schedule**

19

Clause **5.** Schedule, heading—

20

*omit, insert—*

21

**‘SCHEDULE 1’.**

22

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	<b>Insertion of new sch 2</b>	1
Clause	<b>6.</b> After schedule 1—	2
	<i>insert—</i>	3
	<b>‘SCHEDULE 2</b>	4
	<b>PROPOSED FURTHER AGREEMENT</b>	5
	section 4(1)	6
	<b>THIS DEED</b> is made on	7
	<b>BETWEEN THE STATE OF QUEENSLAND (“the State”)</b>	8
	<b>AND JUPITERS LIMITED</b> ACN 010 741 045 of 9th Floor, Nicon Tower, 17 Victoria Avenue, Broadbeach <b>(“Jupiters”)</b>	9 10 11
	<b>AND JUPITERS CUSTODIAN PTY LTD</b> ACN 067 888 680 of 9th Floor, Nicon Tower, 17 Victoria Avenue, Broadbeach <b>(“Custodian”)</b>	12 13 14
	<b>RECITALS</b>	15
<b>A</b>	The parties are the parties to an agreement made on 21 April 1983 relating to the establishment and operation of a hotel/casino complex at Broadbeach in the State of Queensland which was authorised by the Act and was varied pursuant to the Act by agreements made on 20 July 1983, 20 May 1988, 23 November 1991, 3 February 1992, 3 July 1995, 3 February 1997 and 4 February 1997.	16 17 18 19 20 21
<b>B</b>	Custodian has been appointed the trustee and the manager of Jupiters Trust.	22 23

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C	The parties have agreed to amend the Jupiters Casino Agreement in the manner set out in this document.	1 2
<b>IT IS AGREED</b>		3
<b>1 INTERPRETATION</b>		4
<b>1.1 Definitions</b>		5
	In this document:	6
	“Act” means the Jupiters Casino Agreement Act 1983.	7
	“Jupiters Casino Agreement” means the agreement referred to in Recital A.	8 9
	“Jupiters Trust” means the trust created pursuant to the deed of trust dated 21 April 1983 between Jupiters Management Limited and TEA (1983) Limited.	10 11 12
<b>1.2 Construction</b>		13
	Unless expressed to the contrary:	14
	(a) words importing:	15
	(i) the singular include the plural and vice versa; and	16
	(ii) any gender includes the other genders;	17
	(b) if a word or phrase is defined cognate words and phrases have corresponding definitions;	18 19
	(c) a reference to:	20
	(i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;	21 22 23
	(ii) a person includes its legal personal representatives, successors and assigns;	24 25
	(iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;	26 27 28 29



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(iv) a right includes a benefit, remedy, discretion, authority or power;	1 2
(v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;	3 4 5
(vi) provisions or terms of this document or another document, agreement understanding or arrangement include a reference to both express and implied provisions and terms; and	6 7 8 9
(vii) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and	10 11 12
(d) a reference to this document includes all schedules and annexures referred to in it.	13 14
<b>1.3 Headings</b>	15
Headings do not affect the interpretation of this document.	16
<b>2 AMENDMENT OF JUPITERS CASINO AGREEMENT</b>	17
The parties agree that the Jupiters Casino Agreement is amended in the manner set out in Schedule 1.	18 19
<b>3 MISCELLANEOUS</b>	20
<b>3.1 Governing law and jurisdiction</b>	21
(a) This document is governed by and is to be construed in accordance with the laws in force in Queensland.	22 23
(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.	24 25 26 27 28 29

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**EXECUTED** as a deed. 1

**SIGNED BY** ) 3  
the Treasurer of the State of Queensland) 4  
for and on behalf of the State of ) 5  
Queensland in the presence of: ) 6

..... ) 8  
Witness ) 9

..... ) 11  
Name of Witness (print) ) 12

**THE COMMON SEAL** of ) 14  
**JUPITERS LIMITED** is affixed in ) 15  
the presence of: ) 16

..... ) 18  
Company Secretary/Director ) Director ) 19

..... ) 21  
Name of Company Secretary/Director ) Name of Director (print) ) 22  
(print) ) 23

**THE COMMON SEAL** of ) 26  
**JUPITERS CUSTODIAN PTY** ) 27  
**LTD** is affixed in the presence of: ) 28

..... ) 30  
Company Secretary/Director ) Director ) 31

..... ) 33  
Name of Company Secretary/Director ) Name of Director (print) ) 34  
(print) ) 35

**SCHEDULE 1**

1

**AMENDMENTS TO JUPITERS CASINO  
AGREEMENT**

2

3

**Insertion of new index**

4

1. At the beginning—

5

*insert—*

6

**‘Index**

7

‘PART I—PRELIMINARY . . . . . 2

8

PART II—DEVELOPMENT AND USE OF THE JUPITERS  
CASINO-HOTEL COMPLEX AND RELATED MATTERS . . . . . 10

9

10

PART III—CORPORATE ORGANISATION AND RELATED  
MATTERS . . . . . 18

11

12

PART IV—CASINO LICENCE AND RELATED MATTERS . . . . . 24

13

PART V—CASINO OPERATIONS AND REVIEW THEREOF . . . . . 26

14

PART VI—TERMINATION . . . . . 27

15

PART VII—GENERAL . . . . . 30

16

SCHEDULE 1 . . . . . 33

17

SCHEDULE 2 . . . . . 34

18

SCHEDULE 3 . . . . . 35’.

19

20

**Replacement of introductory clause**

21

2. Introductory clause—

22

*omit, insert—*

23

‘AN AGREEMENT made this twenty-first day of April 1983 between  
the STATE OF QUEENSLAND (“the State”) of the First Part and  
JUPITERS LIMITED (A.C.N. 010 741 045) a Company duly incorporated  
by law and having its registered office at 9<sup>th</sup> Floor, Niecon Tower,  
17 Victoria Avenue, Broadbeach (“Jupiters”) of the Second Part and

24

25

26

27

28

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JUPITERS CUSTODIAN PTY LTD (A.C.N. 067 888 680) a Company  
 duly incorporated and having its registered office at 9<sup>th</sup> Floor, Niecon  
 Tower, 17 Victoria Avenue, Broadbeach as trustee and manager of Jupiters  
 Trust (“the Trustee” or “the Manager”) of the Third Part.’.

**Replacement of recital A** 5

**3. Recital A—** 6

*omit, insert—* 7

‘A This Agreement was entered into in accordance with section 2  
 (Making of agreement authorised) of the *Agreement Act* to satisfy  
 section 19 (Agreement to precede grant of casino licence) of the  
*Control Act*.’ 8  
9  
10  
11

**Amendment of recital B** 12

**4. Recital B, ‘The State has’—** 13

*omit, insert—* 14

‘Prior to the grant of the Casino Licence, the State’.

**Amendment of recital B(i)** 16

**5.(1) Recital B(i), ‘an applicant shall’—** 17

*omit, insert—* 18

‘the Casino Licence holder was required to’.

**(2) Recital B(i), ‘an Hotel – Casino Complex’—** 20

*omit, insert—* 21

‘a hotel-casino complex’.

**Amendment of recital B(ii)** 23

**6. Recital B(ii), ‘Hotel – Casino Complex shall’—** 24

*omit, insert—* 25

‘hotel-casino complex was required to’.

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<b>Amendment of recital B(iii)</b>	1
<b>7.</b> Recital B(iii), ‘will’—	2
<i>omit, insert—</i>	3
‘was required to’.	4
 <b>Amendment of recital B(iv)</b>	 5
<b>8.(1)</b> Recital B(iv), ‘that’—	6
<i>omit.</i>	7
<b>(2)</b> Recital B(iv), ‘will be’—	8
<i>omit, insert—</i>	9
‘is’.	10
 <b>Replacement of recital C</b>	 11
<b>9.</b> Recital C—	12
<i>omit, insert—</i>	13
‘C    The Trustee holds the Casino Licence and owns the Site and the Jupiters Casino-Hotel Complex.’.	14 15
 <b>Replacement of recital D</b>	 16
<b>10.</b> Recital D—	17
<i>omit, insert—</i>	18
‘D    Jupiters owns all of the Units.’.	19
 <b>Amendment of recital E</b>	 20
<b>11.(1)</b> Recital E—	21
<i>renumber</i> as recital F.	22
<b>(2)</b> Recital F, as renumbered, ‘acknowledges’—	23
<i>omit, insert—</i>	24
‘acknowledged’.	25

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(3) Recital F, as renumbered, ‘Complex as hereinafter defined is’—	1
<i>omit, insert</i> —	2
‘Jupiters Casino-Hotel Complex was’.	3
(4) Recital F, as renumbered, ‘is necessary to give to the Trustee’—	4
<i>omit, insert</i> —	5
‘was necessary to give to the then trustee of Jupiters Trust,’.	6
(5) Recital F, as renumbered, after ‘for the establishment of’—	7
<i>insert</i> —	8
‘Jupiters Casino-Hotel’.	9
 <b>Insertion of new recital E</b>	 10
<b>12.</b> After recital D—	11
<i>insert</i> —	12
‘E    Jupiters owns the business comprising the Hotel Conrad and	13
Jupiters Casino and is lessee of the Jupiters Casino-Hotel Complex	14
pursuant to the Casino Lease.’.	15
 <b>Amendment of recital F</b>	 16
<b>13.</b> Recital F—	17
<i>renumber</i> as recital G.	18
 <b>Amendment of recital G</b>	 19
<b>14.(1)</b> Recital G—	20
<i>renumber</i> as recital H.	21
<b>(2)</b> Recital H, as renumbered, ‘Agreement’—	22
<i>omit, insert</i> —	23
‘agreement’.	24

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<b>Replacement of introductory words</b>	1
<b>15.</b> Introductory words at the end of the recitals, ‘NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:’—	2
<i>omit, insert—</i>	3
‘IT IS AGREED’.	4
<b>Omission of cl 1</b>	5
<b>16.</b> Clause 1—	6
<i>omit.</i>	7
<b>Amendment of cl 2</b>	8
<b>17.(1)</b> Clause 2—	9
<i>renumber</i> as clause 1.	10
<b>(2)</b> Clause 1, as renumbered, after ‘1.’—	11
<i>insert—</i>	12
‘ <b>Definitions.</b> ’.	13
<b>(3)</b> Clause 1, as renumbered, definitions, “ <b>Approval Shares</b> ”, “ <b>Brisbane Region</b> ”, “ <b>Casino</b> ”, “ <b>commissioning</b> ”, “ <b>Company</b> ”, “ <b>Complex</b> ”, “ <b>Design and Construction Programme</b> ”, “ <b>Development Agreement</b> ”, “ <b>Facility Letter</b> ”, “ <b>First Stage Submission</b> ”, “ <b>fit-out</b> ”, “ <b>Foundation Agreement</b> ”, “ <b>Founders</b> ”, “ <b>gaming machine</b> ”, “ <b>Gold Coast region</b> ”, “ <b>Jupiters</b> ”, “ <b>Jupiters Foundation Agreement</b> ”, “ <b>Jupiters Founders</b> ”, “ <b>Manager</b> ”, “ <b>Minister’s nominated representative</b> ”, “ <b>Northern Queensland</b> ”, “ <b>Operative Date</b> ”, “ <b>schematic design drawings</b> ”, “ <b>Second Stage Submission</b> ”, “ <b>site</b> ”, “ <b>Southern Queensland</b> ”, “ <b>Trust Deed</b> ”, “ <b>Trustee</b> ”, “ <b>Trustee’s Contractor</b> ” and “ <b>works</b> ”—	14
<i>omit.</i>	15
<b>(4)</b> Clause 1—	16
<i>insert—</i>	17
‘ <b>Approval Share</b> ’ means a Share defined as an Approval Share pursuant	18
	19
	20
	21
	22
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	29

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- to the Foundation Agreement. 1
- “Approved Holder”** means: 2
- (a) a body registered under the *Life Insurance Act 1995* (Cwlth) if the 3  
body, in its last published audited financial statements, held net 4  
assets of at least \$100 million; or 5
  - (b) a regulated superannuation fund, an approved deposit fund, a 6  
pooled superannuation trust, or a public sector superannuation 7  
scheme within the meaning of the *Superannuation Industry 8  
(Supervision) Act 1993* (Cwlth) if the fund, trust or scheme, in its 9  
last published audited financial statements, held net assets of at 10  
least \$100 million; or 11
  - (c) a managed investment scheme within the meaning of the 12  
*Corporations Law* if the scheme, in its last published audited 13  
financial statements, held net assets of at least \$100 million; or 14
  - (d) a person who is a licensed dealer and a member organisation of 15  
an Australian stock exchange within the meaning of the 16  
*Corporations Law* acting as principal, if the licensed dealer, in its 17  
last published audited financial statements, held net assets of at 18  
least \$100 million; or 19
  - (e) an authorised deposit-taking institution that carries on any banking 20  
business in Australia within the meaning of the *Banking Act 1959* 21  
(Cwlth) and their wholly-owned subsidiaries; or 22
  - (f) any building society regulated by the Australian Prudential 23  
Regulation Authority and their wholly-owned subsidiaries. 24
- “Casino”** means those areas of the Jupiters Casino-Hotel Complex 25  
identified in the Casino Licence. 26
- “Casino Part”** means the part of the Jupiters Casino-Hotel Complex that is 27  
a Casino. 28
- “Chief Executive (Gaming Regulation)”** means the chief executive of the 29  
department responsible for the *Control Act*. 30
- “decision”** means a decision, report or recommendation made or proposed 31  
to be made or required to be made and includes— 32
- (a) a matter appearing or purporting to be a decision, report or 33  
recommendation; and 34



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- (b) a matter relating to or appearing or purporting to relate to a decision, report or recommendation. 1  
2

**“Development”** means— 3

- (a) a Material Change of Use; or 4  
(b) Works; or 5  
(c) Reconfiguring a Lot. 6

**“Development Application”** means an application to the Minister for approval of Regulated Development in respect of the Jupiters Casino-Hotel Complex or the Site pursuant to clause 16. 7  
8  
9

**“Development Approval”** means an approval granted by the Minister in respect of a Development Application and includes other working drawings and specifications approved by the Minister as part of the Development Approval which will result in variation to the Schematic Design Drawings. 10  
11  
12  
13  
14

**“Development Legislation”** means any— 15

- (a) legislation of whatsoever nature relating to Development including, without limitation, the *Building Act 1975*, the *Sewerage and Water Supply Act 1949*, the *Local Government Act 1993*, the *Local Government (Planning and Environment) Act 1990*, and the *Integrated Planning Act 1997*; and 16  
17  
18  
19  
20  
(b) Planning Instrument whether or not made under the legislation specified in paragraph (a); and 21  
22  
(c) other statutory provisions regulating the Development of the Site. 23

**“Foundation Agreement”** means the agreement dated 4 November 1991 between Jupiters and other parties, as amended from time to time. 24  
25

**“Founders”** means the founders identified from time to time in the Foundation Agreement. 26  
27

**“Game”** means a game as that term is defined in the *Control Act*. 28

**“gaming machine”** means any device that is designed so that— 29

- (a) it may be used for the purpose of playing a game of chance or a game of mixed chance and skill; and 30  
31  
(b) it may be operated, wholly or partly— 32

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(i) by the insertion of Australian currency or a chip into the device; or	1 2
(ii) by the use of gaming machine credits; or	3
(iii) by the electronic transfer of gaming machine credits to the device; or	4 5
(iv) by the use of gaming machine credits held, stored or accredited by the device or elsewhere.	6 7
<b>“gaming machine credit”</b> means a credit of Australian currency, or chips, registered by a gaming machine.	8 9
<b>“Jupiters Casino-Hotel Complex”</b> means all land and Works used, constructed or effected or to be used, constructed or effected on the Site for a hotel, casino and other Uses in accordance with this Agreement.	10 11 12
<b>“Liquor Act”</b> means the <i>Liquor Act 1992</i> .	13
<b>“Local Government”</b> means the Gold Coast City Council constituted under the <i>Local Government Act 1993</i> and any local government or joint local government established under the <i>Local Government Act 1993</i> having jurisdiction in respect of the Local Government Area in which the Site is situated.	14 15 16 17 18
<b>“Local Government Area”</b> means the area in which a Local Government has jurisdiction including any place under the control of the Local Government outside the boundaries of the area.	19 20 21
<b>“Manager”</b> means Jupiters Custodian.	22
<b>“Material Change of Use”</b> means a change of the Use of the Jupiters Casino-Hotel Complex or the Site.	23 24
<b>“Planning Instrument”</b> means any statutory instrument regulating Development.	25 26
<b>“Prescribed Development Legislation”</b> means the following Development Legislation—	27 28
(a) <i>Standard Building Regulation 1993</i> ;	29
(b) <i>Standard Water Law</i> ;	30
(c) <i>Standard Sewerage Law</i> ;	31
(d) <i>Fire and Rescue Authority Act 1990</i> ;	32

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(e) <i>Workplace Health and Safety Act 1995</i> ; and	1
(f) State laws generally applicable to Works.	2
<b>“Prescribed Works”</b> means Works other than operational works as defined in the <i>Integrated Planning Act 1997</i> .	3 4
<b>“Public Official”</b> includes a minister, an officer of the public service and an officer or employee of a Public Sector Entity.	5 6
<b>“Public Sector Entity”</b> means—	7
(a) a department or part of a department; or	8
(b) an agency, authority, commission, corporation, instrumentality, office, or other entity, established under an Act for the public or a State purpose.	9 10 11
<b>“Reconfiguring a Lot”</b> has the meaning given in the <i>Integrated Planning Act 1997</i> .	12 13
<b>“Regulated Development”</b> means Development other than—	14
(a) Prescribed Works; and	15
(b) Works (other than Prescribed Works) which are not being carried out as a part of a Material Change of Use or Reconfiguring a Lot.	16 17
<i>Example—</i>	18
<i>Regulated Development means—</i>	19
(a) <i>a Material Change of Use; and</i>	20
(b) <i>Reconfiguring a Lot; and</i>	21
(c) <i>Works other than—</i>	22
(i) <i>building works, plumbing works and drainage works;</i>	23
(ii) <i>operational works which are not being carried out as part of a Material Change of Use or Reconfiguring a Lot.</i>	24 25 26
<b>“Review Act”</b> means the <i>Judicial Review Act 1991</i> .	27
<b>“Schematic Design Drawings”</b> means the plans, drawings, reports and other material held by the Chief Executive (Gaming Regulation) listed in Schedule 3 including amendments which have been initialled by the parties for the purposes of identification and includes all amendments	28 29 30 31

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to the Schematic Design Drawings made pursuant to clause 22.	1
<b>“Share”</b> means a share or stock in Jupiters.	2
<b>“Shareholder”</b> means the person who for the time being is registered under the provisions of Jupiters’ Constitution as the holder of a Share and includes persons jointly so registered.	3 4 5
<b>“Site”</b> means—	6
(a) all that piece or parcel of land in the County of Ward Parish of Gilston described as—	7 8
(i) Lot 299 on Crown Plan WD3639 and containing an area of 6.012 hectares as contained in Title Reference 17034065 and which is situate on Broadbeach Island, Broadbeach in the State of Queensland; and	9 10 11 12
(ii) Lot 556 on Crown Plan 892906 and containing an area of 1348 m <sup>2</sup> being part of Title Reference 40008848;	13 14
(b) all that piece or parcel of land in the County of Ward Parish of Gilston described in Schedule 1 comprising—	15 16
(i) the land described in paragraph (a)(i);	17
(ii) the land proposed to be reclaimed and amalgamated with the land described in paragraph (a)(i);	18 19
(iii) the land to be the subject of a term lease contiguous to the land described in paragraph (b)(ii) which is proposed to be granted in replacement of the term lease in respect of the land described in paragraph (a)(ii); and	20 21 22 23
(c) any future description of the land specified in paragraph (b) consequent upon any resurvey of that land which has been approved by the State.	24 25 26
<b>“Special Facility Licence”</b> means Special Facility Licence No. 45100011.	27
<b>“State law”</b> means a law other than a law made by the Local Government or by the Commonwealth.	28 29
<b>“Trust Deed”</b> means the trust deed dated 21 April 1983 which established Jupiters Trust, as amended.	30 31
<b>“Trustee”</b> means Jupiters Custodian.	32

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- “Use”**, in relation to the Jupiters Casino-Hotel Complex or the Site, includes any use incidental to and necessarily associated with the use of the Jupiters Casino-Hotel Complex or the Site. 1  
2  
3
- “Works”** means building work, operational work, plumbing work and drainage work as defined in the *Integrated Planning Act 1997*. 4  
5
- (5) Clause 1, as renumbered, definition **“this Agreement”**, ‘ **“this Agreement”**’ — 6  
7  
*omit, insert—* 8  
**“Agreement”**’. 9
- (6) Clause 1, as renumbered, definition **“Casino gross revenue”**, ‘ **“Casino gross revenue”** means Casino’ — 10  
11  
*omit, insert—* 12  
**“Casino Gross Revenue”** means casino’. 13
- (7) Clause 1, as renumbered, definition **“Casino Lease”**, ‘the 21<sup>st</sup> day of April,’ — 14  
15  
*omit, insert—* 16  
‘21 April’. 17
- (8) Clause 1, as renumbered, definition **“Casino Lease”**, ‘site’ — 18  
19  
*omit, insert—* 19  
‘Site’. 20
- (9) Clause 1, as renumbered, definition **“Casino Licence”**, ‘a licence to be’ — 21  
22  
*omit, insert—* 23  
‘the licence dated 20 November 1985’. 24
- (10) Clause 1, as renumbered, definition **“Corporations Law”**, ‘Section 3’ — 25  
26  
*omit, insert—* 27  
‘section 3 (Definitions)’. 28
- (11) Clause 1, as renumbered, definition **“gaming”** or **“gambling”**, ‘game’ — 29  
30

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<i>omit, insert—</i>	1
‘Game’.	2
(12) Clause 1, as renumbered, definition “ <b>gaming</b> ” or “ <b>gambling</b> ”, ‘or “ <b>gambling</b> ” ’—	3 4
<i>omit.</i>	5
(13) Clause 1, as renumbered, definition “ <b>Minister</b> ”, from ‘The term includes’ to ‘of the Minister.’—	6 7
<i>omit.</i>	8
(14) Clause 1, as renumbered, definition “ <b>person</b> ”, before ‘corporation’—	9 10
<i>insert—</i>	11
‘trustee,’.	12
(15) Clause 1, as renumbered, definition “ <b>Unit Holder</b> ”, ‘ “ <b>Unit Holder</b> ” ’—	13 14
<i>omit, insert—</i>	15
‘ “ <b>Unitholder</b> ” ’.	16
<b>Insertion of new cl 2</b>	17
<b>18.</b> After clause 1—	18
<i>insert—</i>	19
<b>2. Interpretation.</b>	20
(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 and that person’s executors, administrators and assigns; where two or more parties are parties to a covenant, agreement, undertaking or provision of any kind hereunder, then whether	21 22 23 24 25 26 27 28 29 30 31

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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. 1  
2  
3  
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(b) Unless the context otherwise requires, whenever there is any covenant on the part of the Trustee and/or Manager or obligation placed on the Trustee and/or Manager (express or implied) then any costs associated with the performance of that covenant or obligation shall be at the expense of the Trustee and/or Manager (whichever is responsible). 6  
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(c) Headings have been inserted for ease of reference only and do not affect the interpretation of this Agreement.’. 12  
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**Replacement of cl 3** 14

**19.** Clause 3— 15

*omit, insert—* 16

**‘3. Counting of days.** 17

‘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 the Local Government Area.’. 18  
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**Amendment of cl 4** 22

**20.(1)** Clause 4, after ‘4.’— 23

*insert—* 24

**‘Legislative Acts.’** 25

**(2)** Clause 4, ‘Act or Acts’— 26

*omit, insert—* 27

‘primary or subordinate legislation,’. 28

**(3)** Clause 4, ‘Act or those Acts and any Act’— 29

*Jupiters Casino Agreement Amendment*

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<i>omit, insert—</i>	1
‘primary or subordinate legislation’.	2
<b>Amendment of cl 5</b>	3
<b>21.(1)</b> Clause 5, after ‘5.’—	4
<i>insert—</i>	5
<b>‘Authority to enter into Agreement.’</b>	6
<b>(2)</b> Clause 5, ‘the Governor in Council has given his approval’—	7
<i>omit, insert—</i>	8
‘approval has been given in accordance with the <i>Agreement Act</i> ’.	9
<b>(3)</b> Clause 5, after ‘Minister’—	10
<i>insert—</i>	11
‘,’.	12
<b>(4)</b> Clause 5, after ‘behalf of the State’—	13
<i>insert—</i>	14
‘,’.	15
<b>(5)</b> Clause 5, from ‘and the Manager’ to ‘the Control Act.’—	16
<i>omit, insert—</i>	17
‘and Jupiters and that pursuant to the <i>Agreement Act</i> this Agreement is	18
taken to be ratified by Parliament for the purposes of section 19 (Agreement	19
to precede grant of Casino Licence) of the <i>Control Act</i> .’.	20
<b>Amendment of cl 6</b>	21
<b>22.(1)</b> Clause 6, after ‘6.’—	22
<i>insert—</i>	23
<b>‘Responsibilities of Trustee and Manager’.</b>	24
<b>(2)</b> Clause 6, before ‘pursuant to this Agreement’—	25
<i>insert—</i>	26



*Jupiters Casino Agreement Amendment*

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‘and the Manager’.	1
(3) Clause 6, from ‘and to that intent’ to ‘as is provided by this Agreement’—	2 3
<i>omit.</i>	4
<b>Amendment of cl 7</b>	5
23.(1) Clause 7, after ‘7.’—	6
<i>insert—</i>	7
<b>‘Recourse to Trustee’s Assets.’</b>	8
(2) Clause 7(b)—	9
<i>omit.</i>	10
(3) Clause 7(c) and (d)—	11
<i>renumber</i> as clause 7(b) and (c) respectively.	12
(4) Clause 7(c), as renumbered, ‘site’—	13
<i>omit, insert—</i>	14
‘Site’.	15
(5) Clause 7(c), as renumbered, ‘Complex and the management and operation of the Complex’—	16 17
<i>omit, insert—</i>	18
‘Jupiters Casino-Hotel Complex and the management and operation of the Jupiters Casino-Hotel Complex.’	19 20
(6) Clause 7, ‘capacity as Trustee’—	21
<i>omit, insert—</i>	22
‘capacity as trustee’.	23
(7) Clause 7, ‘the Jupiters Trust’—	24
<i>omit, insert—</i>	25
‘Jupiters Trust’.	26
(8) Clause 7, after ‘the Trust Fund’—	27

*Jupiters Casino Agreement Amendment*

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<i>insert—</i>	1
‘.’.	2
(9) Clause 7, ‘Unit Holders’—	3
<i>omit, insert—</i>	4
‘Unitholders’.	5
<b>Omission of cl 8</b>	6
24. Clause 8—	7
<i>omit.</i>	8
<b>Amendment of cl 9</b>	9
25.(1) Clause 9—	10
<i>renumber</i> as clause 8.	11
(2) Clause 8, as renumbered, after ‘8’—	12
<i>insert—</i>	13
<b>‘Variation of the Agreement.’.</b>	14
(3) Clause 8, as renumbered, ‘aforesaid’—	15
<i>omit, insert—</i>	16
‘herein provided’.	17
(4) Clause 8, as renumbered, from ‘pursuant to’ to ‘Order in Council’—	18
<i>omit, insert—</i>	19
‘in accordance with the <i>Agreement Act</i> ’.	20
<b>Amendment of cl 10</b>	21
26.(1) Clause 10—	22
<i>renumber</i> as clause 9.	23
(2) Clause 9, as renumbered, after ‘9.’—	24

Jupiters Casino Agreement Amendment

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<i>insert—</i>	1
<b>‘Stamp Duty.’</b>	2
(3) Clause 9, as renumbered, ‘The State shall exempt from stamp duty or similar duty’—	3 4
<i>omit, insert—</i>	5
‘Jupiters, the Trustee and the Manager shall not be liable for any stamp duty on’.	6 7
(4) Clause 9(b), as renumbered, ‘any contract’—	8
<i>omit, insert—</i>	9
‘any document’.	10
(5) Clause 9(b), as renumbered, from ‘for the purposes of this Agreement’ to ‘State Instrumentality’—	11 12
<i>omit, insert—</i>	13
‘pursuant to or in accordance with this Agreement where the other party to the document is the State or a Public Sector Entity; and’.	14 15
(6) Clause 9(c), as renumbered—	16
<i>omit.</i>	17
(7) Clause 9(d), as renumbered—	18
<i>renumber as clause 9(c).</i>	19
<b>Omission of cl 11</b>	20
27. Clause 11—	21
<i>omit.</i>	22
<b>Amendment of cl 12</b>	23
28.(1) Clause 12—	24
<i>renumber as clause 10.</i>	25
(2) Clause 10, as renumbered, after ‘10.’—	26
<i>insert—</i>	27

*Jupiters Casino Agreement Amendment*

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<b>‘Agreement to have force of law.’</b>	1
<b>(3)</b> Clause 10, as renumbered, ‘Upon’—	2
<i>omit, insert—</i>	3
‘The parties acknowledge that, pursuant to section 3 (Executed Agreement to have the force of law, and ratification thereof) of the <i>Agreement Act</i> , upon’.	4 5 6
<b>(4)</b> Clause 10, as renumbered, ‘force of law as though this’—	7
<i>omit, insert—</i>	8
‘effect as if the’.	9
<b>Amendment of cl 13</b>	10
<b>29.(1)</b> Clause 13—	11
<i>renumber</i> as clause 11.	12
<b>(2)</b> Clause 11, as renumbered, after ‘11.’—	13
<i>insert—</i>	14
<b>‘Illegal acts.’</b>	15
<b>Insertion of new cl 12 (Encumbrances to the licence.)</b>	16
<b>30.</b> After clause 11, as renumbered—	17
<i>insert—</i>	18
<b>‘12. Encumbrances to the Licence.</b>	19
‘Subject to any other approvals required under any other Act, the holder of the Casino Licence may mortgage, charge or otherwise encumber its interests in—	20 21 22
(a) the Casino Licence;	23
(b) the Special Facility Licence;	24
(c) the Jupiters Casino-Hotel Complex; and	25
(d) the rights and benefits of the Trustee under this Agreement,	26

*Jupiters Casino Agreement Amendment*

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in accordance with section 32 (Mortgage and assignment of casino licence etc.) of the <i>Control Act</i> .’	1 2
<b>Omission of cl 14</b>	3
<b>31.</b> Clause 14—	4
<i>omit.</i>	5
<b>Amendment of cl 15</b>	6
<b>32.(1)</b> Clause 15—	7
<i>renumber</i> as clause 13.	8
<b>(2)</b> Clause 13, as renumbered, after ‘13.’—	9
<i>insert</i> —	10
‘ <b>Bear own costs.</b> ’.	11
<b>(3)</b> Clause 13, as renumbered, ‘The State, the Trustee and the Manager shall each’—	12 13
<i>omit, insert</i> —	14
‘Each party shall’.	15
<b>Replacement of pt II heading</b>	16
<b>33.</b> Heading, ‘ <b>PART II—DEVELOPMENT OF THE COMPLEX AND RELATED MATTERS</b> ’—	17 18
<i>omit, insert</i> —	19
‘ <b>PART II—DEVELOPMENT AND USE OF THE JUPITERS CASINO-HOTEL COMPLEX AND RELATED MATTERS</b> ’.	20 21 22
<b>Omission of cls 16–38</b>	23
<b>34.</b> Clauses 16 to 38—	24
<i>omit.</i>	25

**Insertion of new cls 14–24**

**35.** Clauses 14 to 24—

*insert—*

**‘14. Application of Development Legislation to Jupiters Casino-Hotel Complex and the Site.**

- (a) Any Development Legislation in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated shall not apply to the Development of the Jupiters Casino-Hotel Complex or the Site except to the extent provided for in this Agreement.
- (b) For the purposes of the *Integrated Planning Act 1997*, the Development of the Jupiters Casino-Hotel Complex or the Site (other than Prescribed Works) shall be exempt development.

**‘15. Use of Jupiters Casino-Hotel Complex Lawful.**

- (a) The Jupiters Casino-Hotel Complex shall be deemed to be a lawful Use and to be lawfully constructed under any Development Legislation in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated.
- (b) Any Development Legislation in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated cannot—
  - (i) stop the Use of the Jupiters Casino-Hotel Complex and the Site from commencing or continuing; or
  - (ii) further regulate the Use of the Jupiters Casino-Hotel Complex and the Site; or
  - (iii) require the Use of the Jupiters Casino-Hotel Complex and the Site to be changed; or
  - (iv) require the Works constructed or effected or to be constructed or effected in respect of the Jupiters Casino-Hotel Complex in accordance with this Agreement or the Site to be altered or removed.
- (c) The Jupiters Casino-Hotel Complex or the Site cannot be

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interfered with or interrupted by any Public Sector Entity or any person on the grounds that the Jupiters Casino-Hotel Complex or the Site is contrary to any Development Legislation in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated.

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- (d) All Planning Instruments in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated are deemed to be of no effect to the extent they are inconsistent with this Agreement.

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**16. Development of the Jupiters Casino-Hotel Complex and the Site.**

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- (a) Jupiters may carry out Works being operational works not being carried out as part of a Material Change of Use or Reconfiguring a Lot without the approval of the Minister pursuant to clause 16.

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- (b) Any Development Legislation in force in the Local Government Area in which the Jupiters Casino-Hotel Complex and the Site is situated—

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- (i) shall not apply to Development (other than Prescribed Works) in respect of the Jupiters Casino-Hotel Complex or the Site except to the extent provided for in this Part II; and

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- (ii) shall apply to the Prescribed Works except to the extent that the Prescribed Works shall only be required to comply with the standards and requirements applicable to Prescribed Works contained in the Prescribed Development Legislation.

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- (c) If the Trustee proposes to carry out Regulated Development in respect of the Jupiters Casino-Hotel Complex or the Site, the Trustee must make application to the Minister for approval of the Regulated Development.

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- (d) The Trustee must make application to the Minister by lodging with the Chief Executive (Gaming Regulation)—

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- (i) a submission comprising such drawings, reports or other material as is necessary to illustrate the Regulated Development; and

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- (ii) amended Schematic Design Drawings containing particulars of the Regulated Development; and

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*Jupiters Casino Agreement Amendment*

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| (iii) such other information which may be required by the Chief Executive (Gaming Regulation).   | 1<br>2         |
| (e) The Minister must—   | 3              |
| (i) consider the application; and  | 4              |
| (ii) make a decision in respect of the application in accordance with clause 16(f); and  | 5<br>6         |
| (iii) advise the Trustee in writing of the decision.   | 7              |
| (f) The Minister may subject to clause 16(g)—  | 8              |
| (i) approve the application in whole or in part unconditionally;<br>or   | 9<br>10        |
| (ii) approve the application in whole or in part subject to conditions; or   | 11<br>12       |
| (iii) refuse the application in whole or in part; or   | 13             |
| (iv) deal with the application under any combination of clauses 16(f)(i), 16(f)(ii) and 16(f)(iii).  | 14<br>15       |
| (g) The Minister may refuse the Development Application only if in the case of a Regulated Development involving—                                    | 16<br>17       |
| (i) a Material Change of Use, the Material Change of Use is—   | 18             |
| (A) not of a like nature to the Uses comprising the Jupiters Casino-Hotel Complex; and   | 19<br>20       |
| (B) in the Minister’s discretion an undesirable Development of the Site; or  | 21<br>22       |
| (ii) Reconfiguring a Lot, the Reconfiguring a Lot is in the Minister’s discretion an undesirable Development of the Site; or                         | 23<br>24<br>25 |
| (iii) Works—   | 26             |
| (A) the Works do not comply with the standards and requirements applicable to Works contained in the Prescribed Development Legislation; and         | 27<br>28<br>29 |
| (B) compliance with the standards and requirements applicable to Works contained in the Prescribed Development Legislation cannot be achieved by the | 30<br>31<br>32 |



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*Example—*

*The Trustee must hold if applicable a combustible and flammable liquids licence under the Building (Flammable and Combustible Liquids) Regulation 1994 and an environmental authority under the Environmental Protection Act 1994.*

- (ii) to the extent that the standards and requirements applicable to Works contained in the Prescribed Development Legislation are complied with (except to the extent they are inconsistent with a Development Approval); and
- (c) legislation (including subordinate legislation) other than—
  - (i) Development Legislation; and
  - (ii) legislation specifically excluded by this Agreement.

**‘18. Acknowledgment and Warranties.**

- (a) The State acknowledges that in respect of the Jupiters Casino-Hotel Complex, the Trustee made the financial contributions and performed the Works which are set out in Schedule 2 in the manner and for the purposes referred to in Schedule 2.
- (b) Subject to clause 16(h), the parties acknowledge that compliance by the Trustee with the provisions of clause 17 shall in no manner whatsoever compel or require the Trustee to carry out any additional Works or to make any financial contributions to any Public Sector Entities in respect of the Use or Development of the Jupiters Casino-Hotel Complex which are in addition to those provided for in clause 18(a). This clause does not affect the rights of a Public Sector Entity to require the payment of—
  - (i) a levy or charge of general application; or
  - (ii) a fee for a service provided by that Public Sector Entity in relation to Works.

**‘19. Internal Review Procedure—Development Applications.**

- (a) If the Minister does not approve the whole or any part of a Development Application, the Minister must—

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|------|--|-----------------------|
| (i)  | issue to the Trustee a written notice stating—   | 1                     |
| (A)  | the grounds upon which the Minister does not approve<br>the whole or such part of the Development Application;<br>and  | 2<br>3<br>4           |
| (B)  | that the Trustee may make a written, oral or other type<br>of further submission to the Minister including the<br>introduction of such further alternative proposals for<br>consideration by the Minister as the Trustee deems<br>necessary; and | 5<br>6<br>7<br>8<br>9 |
| (C)  | the time (at least 10 days after the notice is issued to the<br>Trustee) within which the further submission may be<br>made; and   | 10<br>11<br>12        |
| (ii) | consider any further submission made by the Trustee within<br>the time stated in the notice (being not more than 20 days<br>after the further submission is made by the Trustee).  | 13<br>14<br>15        |
| (b)  | After considering any further submission made by the Trustee,<br>the Minister must within the time stated in the notice issue to the<br>Trustee—   | 16<br>17<br>18        |
| (i)  | a written notice stating—  | 19                    |
| (A)  | if the Minister does not accept the further submissions,<br>that the Trustee modify its Development Application in<br>such manner as will satisfy the Minister; or   | 20<br>21<br>22        |
| (B)  | if the Minister does accept the further submission, the<br>Minister’s approval of the Development Application of<br>the Trustee in its original form or subject to any<br>modification which the Minister directs; and                           | 23<br>24<br>25<br>26  |
| (ii) | in the case of that part of a Development Application a<br>statement of reasons containing—  | 27<br>28              |
| (A)  | the reasons for the Minister’s decision; and   | 29                    |
| (B)  | a reference to the evidence or other material on which<br>the reasons were based.  | 30<br>31              |
| (c)  | In the Minister’s consideration of all Development Applications<br>or submissions made pursuant to this clause the Minister must<br>have regard to the general design and planning objectives of the   | 32<br>33<br>34        |

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State and the Trustee contained in the Schematic Design Drawings.	1 2
<b>‘20. Appeal.</b>	3
(a) In this clause—	4
<b>“Appeal Court”</b> means the Planning and Environment Court established under the <i>Integrated Planning Act 1997</i> .	5 6
<b>“Reviewed Decision”</b> means a decision made by the Minister pursuant to clause 19(b).	7 8
(b) The Trustee may appeal against a Reviewed Decision within 20 days after a notice is issued to the Trustee pursuant to clause 19(b).	9 10 11
(c) An appeal must be started by—	12
(i) filing a written notice of appeal with the Appeal Court; and	13
(ii) serving a copy of the notice of appeal on the Chief Executive (Gaming Regulation).	14 15
(d) The Appeal Court may extend the period for appealing.	16
(e) In deciding an appeal, the Appeal Court—	17
(i) has the same powers as the Minister; and	18
(ii) is not bound by the rules of evidence; and	19
(iii) must comply with natural justice; and	20
(iv) must hear the appeal in court or in chambers.	21
(f) An appeal is by way of hearing.	22
(g) The Appeal Court may—	23
(i) confirm the Reviewed Decision; or	24
(ii) set aside the Reviewed Decision and return the issue to the Minister with the directions that it considers appropriate; or	25 26
(iii) substitute another decision for the Reviewed Decision, in which case the substituted decision is, for the purposes of this Agreement, taken to be that of the Minister.	27 28 29

**‘21. Time for Approval.**

- |  |  |
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|  | 1  |
| (a) The Minister must, subject to clause 21(b), decide a Development Application within 20 days of the lodgment of the Development Application.  | 2<br>3<br>4                                  |
| (b) If a Development Application relates to Regulated Development comprising Works as well as a Material Change of Use or Reconfiguring a Lot, the Minister must decide that component of the Development Application being—   | 5<br>6<br>7<br>8                             |
| (i) the Material Change of Use or Reconfiguring a Lot within 20 days of the lodgment of the Development Application; and   | 9<br>10<br>11                                |
| (ii) the Works within 20 days after the approval of the Material Change of Use or Reconfiguring a Lot.   | 12<br>13                                     |
| (c) The Minister may extend the decision making period specified in clause 21(a) and (b) by not more than 20 days by written notice given to the Trustee before the end of the decision making period.   | 14<br>15<br>16                               |
| (d) If the Minister at any time during the period specified in clause 21(a) and (b) or as extended by clause 21(c) requests the Trustee to provide further information relevant to the Development Application, 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 period specified in clause 21(a) and (b) or as extended by clause 21(c). | 17<br>18<br>19<br>20<br>21<br>22<br>23<br>24 |
| (e) If the Minister has not advised the Trustee of the Minister’s decision within the time specified in clause 21(a) and (b) or as extended by clause 21(c)—   | 25<br>26<br>27                               |
| (i) that the Development Application has to be resubmitted, giving particular reasons for non-approval; or   | 28<br>29                                     |
| (ii) that the Development Application is approved subject to particular conditions being undertaken; or  | 30<br>31                                     |
| (iii) that a notice pursuant to clause 19(a) has already been issued covering the topic of the Development Application; or   | 32<br>33                                     |
| (iv) that a notice pursuant to clause 19(a) is hereby issued;  | 34   |

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then the Trustee may at its discretion advise that deemed approval will be in effect by formally advising the Minister. 1  
2

- (f) If no written response as required herein has been received within 2 days of the Trustee's notice being served, the Minister's approval is deemed to be in effect and the Trustee may proceed with the Regulated Development for which approval was sought. 3  
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6

**'22. Schematic Design Drawings.** 7

'If Development involving Works is commenced on the Site or the Jupiters Casino-Hotel Complex, the Trustee shall, as soon as is reasonably practicable, upon the completion of those Works submit to the Chief Executive (Gaming Regulation) amended Schematic Design Drawings that incorporate the Works. 8  
9  
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**'23. Casino to Comply.** 13

'The Trustee shall ensure that all materials, fittings and equipment utilised in operation of the Casino shall be of a high standard of manufacture and of a quality commensurate with an international class casino-hotel. 14  
15  
16

**'24. Review of Decisions in respect of Jupiters Casino-Hotel Complex and Site.** 17  
18

- (a) Decisions made in relation to the Development of the Jupiters Casino-Hotel Complex or Site under— 19  
20
- (i) this Agreement, in the case of Regulated Development, shall— 21  
22
- (A) not be subject to review under the *Review Act* or otherwise; and 23  
24
- (B) only be subject to review in accordance with any review process set out under this Agreement; and 25  
26
- (ii) Development Legislation, in the case of Prescribed Works as contemplated by clause 16(b)(ii), shall— 27  
28
- (A) not be subject to review under the *Review Act* or otherwise; and 29  
30

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(B) only be subject to review in accordance with any review process set out under that Development Legislation which is applicable to the Prescribed Works.

Example for clause 24(a)(i)(B)—

*This Agreement provides for an internal review procedure and appeals in respect of Regulated Development.*

Example for clause 24(a)(ii)(B)—

*Decisions made under Development Legislation in respect of Prescribed Works such as building works shall be subject to any rights of review that are provided for in that Development Legislation which is applicable to building works.*

(b) In particular, a decision under Part II of this Agreement, or another decision, of a Public Sector Entity or Public Official, in relation to the Development of the Jupiters Casino-Hotel Complex or Site—

(i) is final and conclusive; and

(ii) cannot be challenged, appealed against, reviewed, quashed, set-aside, or called into question in any other way, under the Review Act or otherwise (whether by the Supreme Court, another court, a tribunal, an authority or a person); and

(iii) is not subject to any writ or order of the Supreme Court, another court, a tribunal, an authority or a person on any ground.

*Examples of writs and orders to which the sub-clause applies—*

*Example 1—*

*Writs of mandamus, prohibition and certiorari.*

*Example 2—*

*Certiorari orders, prohibition orders, prerogative orders, prerogative injunctions and statutory orders of review, within the meaning of the Review Act.*

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<i>Example 3—</i>	1
<i>Declaratory and injunctive orders.</i>	2
(c) Without limiting clause 24(b), the <i>Review Act</i> does not apply to the following matters—	3 4
(i) conduct engaged in for the purpose of making a decision which has the meaning given by section 8 (Conduct engaged in for making decision—preparatory acts) of the <i>Review Act</i> ;	5 6 7
(ii) other conduct that relates to the making of a decision;	8
(iii) the making of a decision or the failure to make a decision which has the meaning given by section 5 (Meaning of “making of a decision” and “failure to make a decision”) of the <i>Review Act</i> ;	9 10 11 12
(iv) a decision;	13
under this Agreement, or otherwise, in relation to the Development of the Jupiters Casino-Hotel Complex or Site.	14 15
(d) In particular, but without limiting clause 24(c), the Supreme Court does not have jurisdiction to hear and determine applications made to it under Part 3, 4 or 5 of the <i>Review Act</i> in relation to matters mentioned in clause 24(c).	16 17 18 19
(e) The Minister’s power under this Agreement to decide whether to accept or reject a recommendation of a Public Official or other Public Sector Entity is not affected by clause 24(b).’.	20 21 22
 <b>Omission of cls 39–41</b>	 23
36. Clauses 39 to 41—	24
<i>omit.</i>	25
 <b>Insertion of new cl 25 (Approvals)</b>	 26
37. After clause 24—	27
<i>insert—</i>	28



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<b>‘25. Approvals.</b>	1
‘The State has accepted and approved the following—	2
(a) the Constitution of Jupiters Custodian;	3
(b) the Trust Deed;	4
(c) the Foundation Agreement;	5
(d) the Constitution of Jupiters;	6
(e) the Casino Lease; and	7
(f) the appointment of Jupiters Custodian as the trustee and manager of Jupiters Trust.’.	8 9
 <b>Insertion of new cl 26 (Jupiters Custodian requirements)</b>	 10
<b>38.</b> After clause 25—	11
<i>insert—</i>	12
<b>‘26. Jupiters Custodian requirements.</b>	13
‘Jupiters Custodian shall—	14
(a) remain the trustee and manager of Jupiters Trust;	15
(b) be a wholly owned subsidiary of Jupiters PROVIDED THAT any shares in Jupiters Custodian may be held by a nominee, approved in writing by the Minister on behalf of Jupiters;	16 17 18
(c) obtain the prior approval in writing of the Minister to any appointment as a director or alternate director of Jupiters Custodian;	19 20 21
(d) ensure that the appointment of the respective auditors under the Trust Deed and of Jupiters Custodian shall be in accordance with the provisions of the Trust Deed and the <i>Corporations Law</i> but no person shall be nominated as auditor unless that person’s nomination has been approved in writing by the Minister;	22 23 24 25 26
(e) notwithstanding clause 26(b), when directed by the Governor-in-Council, which direction shall be final and conclusive and shall not be appealed against, reviewed, quashed or in any other way called in question in any Court on any account whatsoever,	27 28 29 30

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- enforce the disposal of the shares of any shareholder in Jupiters Custodian PROVIDED THAT the Governor-in-Council shall not issue a direction to dispose of 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 (Suitability of casino licensee and other persons) of the *Control Act*;
- (f) enforce the vacating from office of any director or alternate director of Jupiters Custodian in accordance with any direction to that effect by the Governor-in-Council;
- (g) refrain from entering into any loan agreement in its capacity as trustee or manager or any other capacity except with a party or parties or a class of parties approved in writing by the Minister;
- (h) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all information held in respect to the ownership, unitholdings, shareholdings, directors or corporate structure of Jupiters Trust or Jupiters Custodian, and all minutes of meetings of Unitholders, shareholders and directors and other records relating thereto;
- (i) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all books, records and documents relating to the financial transactions, bank accounts, source and application of funds, loans and investments of Jupiters Trust and Jupiters Custodian as the case may be;
- (j) ensure that the Minister or the Minister's nominee duly authorised in writing shall be entitled to attend and speak at any meeting of Jupiters Trust or the Manager as though the Minister were a Unitholder in Jupiters Trust or a director of the Manager, respectively, but nothing contained in this clause shall confer on the Minister or the Minister's nominee a right to vote;
- (k) deliver to the Minister a copy of all notices that are forwarded to Unitholders or directors advising of such meetings in the same manner and time frame as if the Minister were a Unitholder or a director;
- (l) that the Constitution of Jupiters Custodian shall not be altered or amended without the prior approval in writing of the Minister;

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- |   |        |
|---|--------|
| (m) ensure that the Trust Deed shall not be altered or amended without the prior approval in writing of the Minister;               | 1<br>2 |
| (n) refrain from registering any transfer of the Units in Jupiters Trust without the prior approval of the Governor-in-Council; and | 3<br>4 |
| (o) refrain from issuing any Units in Jupiters Trust without the prior approval of the Governor-in-Council.’.                       | 5<br>6 |

**Amendment of cl 42** 7

**39.(1)** Clause 42— 8

*renumber* as clause 28. 9

**(2)** Clause 28, as renumbered, after ‘28.’— 10

*insert*— 11

**‘Corporate structure.’** 12

**(3)** Clause 28(a), as renumbered, before ‘no amendment’— 13

*insert*— 14

‘no termination of the Foundation Agreement and’ 15

**(4)** Clause 28(a), as renumbered, ‘or any agreement being a schedule to the Foundation Agreement after the execution of those documents’— 16  
17

*omit.* 18

**(5)** Clause 28(c), as renumbered, ‘Governor in Council and’— 19

*omit, insert*— 20

‘Governor-in-Council and’ 21

**(6)** Clause 28(c), as renumbered, from ‘PROVIDED THAT’ to ‘Governor in Council;’— 22  
23

*omit, insert*— 24

‘; and’ 25

**(7)** Clause 28(d), as renumbered— 26

*omit, insert*— 27

‘(d) that no Founder shall hold less than 16,000,000 voting Shares as 28

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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.’.	1 2 3
(8) Clause 28(e) to (i), as renumbered—	4
<i>omit.</i>	5
<b>Omission of cl 43</b>	6
40.Clause 43—	7
<i>omit.</i>	8
<b>Amendment of cl 43A</b>	9
41.(1) Clause 43A—	10
<i>renumber as clause 27.</i>	11
(2) Clause 27, as renumbered, after ‘27.’—	12
<i>insert—</i>	13
<b>‘Jupiters requirements’.</b>	14
(3) Clause 27(b), as renumbered, ‘ten (10) business’—	15
<i>omit, insert—</i>	16
‘10’.	17
(4) Clause 27(b), as renumbered, from ‘all or any of the following registers’ to ‘Section 724 of the Corporations Law’—	18 19
<i>omit, insert—</i>	20
‘any register required to be kept by Jupiters pursuant to the <i>Corporations Law</i> ’.	21 22
(5) Clause 27(b), as renumbered, ‘four (4) times in any year.’—	23
<i>omit, insert—</i>	24
‘4 times in any year;’.	25
(6) After clause 27(b)—	26
<i>insert—</i>	27

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- (d) when directed by the Minister, issue a notice pursuant to section 672A (Disclosure Notices) of the *Corporations Law*; 1  
2
- (k) refrain from issuing any non-voting shares or securities convertible into voting shares unless the Minister has approved such issue and such issue shall be on such terms and conditions as the Minister thinks fit; 3  
4  
5  
6
- (p) ensure that the total number of shares in any class of non-voting shares in which any person and their associates (other than an Approved Holder) shall have a relevant interest shall not exceed 5% of the total number of shares of that class on issue at any time without the prior approval in writing of the Minister; 7  
8  
9  
10  
11
- (r) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all information held in respect to the ownership, shareholdings, directors or corporate structure of Jupiters and all minutes of meetings of Shareholders and directors and other records relating thereto; 12  
13  
14  
15  
16
- (s) make available for inspection by the Minister or the Minister's nominee duly authorised in writing all books, records and documents relating to the financial transactions, bank accounts, source and application of funds, loans and investments of Jupiters; 17  
18  
19  
20  
21
- (t) ensure that the Minister or the Minister's nominee duly authorised in writing shall be entitled to attend and to speak at any meeting of Jupiters as though the Minister were a Shareholder in Jupiters but nothing contained in this clause shall confer on the Minister or the Minister's nominee a right to vote; 22  
23  
24  
25  
26
- (u) 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; and'. 27  
28  
29  
30

**Amendment of cl 43B** 31

**42.(1)** Clause 43B, from 'Jupiters in the performance' to 'Articles of Association of Jupiters shall:—' 32  
33

*omit.* 34

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(2) Clause 43B(a)—	1
<i>renumber</i> as clause 27(c).	2
(3) Clause 43B(b)—	3
<i>omit.</i>	4
(4) Clause 43B(c)—	5
<i>renumber</i> as clause 27(e).	6
(5) Clause 27(e), as renumbered, ‘shares of any shareholder’—	7
<i>omit, insert—</i>	8
‘Shares of any Shareholder’.	9
(6) Clause 27(e), as renumbered, ‘Articles of Association’—	10
<i>omit, insert—</i>	11
‘Constitution’.	12
(7) Clause 27(e), as renumbered, ‘shares unless the shareholder’—	13
<i>omit, insert—</i>	14
‘Shares unless the Shareholder’.	15
(8) Clause 27(e), as renumbered, ‘shareholder’—	16
<i>omit, insert—</i>	17
‘Shareholder’.	18
(9) Clause 27(e), as renumbered, ‘Section 20 of the Control Act’—	19
<i>omit, insert—</i>	20
‘section 20 (Suitability of casino licensee and other persons) of the	21
<i>Control Act</i> given after a recommendation from the Minister that such	22
Shareholder is not suitable having regard to the matters set out in section 20	23
(Suitability of casino licensee and other persons) of the <i>Control Act</i> ’.	24
(10) Clause 43B(d)—	25
<i>renumber</i> as clause 27(f).	26
(11) Clause 43B(e)—	27
<i>renumber</i> as clause 27(g).	28

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(12) Clause 27(g), as renumbered, ‘shares of Jupiters’—	1
<i>omit, insert—</i>	2
‘Shares’.	3
(13) Clause 27(g), as renumbered, ‘entitled to’—	4
<i>omit, insert—</i>	5
‘with a relevant interest in’.	6
(14) Clause 27(g), as renumbered, ‘entitlement’—	7
<i>omit, insert—</i>	8
‘interest’.	9
(15) Clause 43B(f)—	10
<i>renumber as clause 27(h).</i>	11
(16) Clause 27(h), as renumbered, ‘without the prior approval in writing of the Minister’—	12 13
<i>omit, insert—</i>	14
‘except with a party or parties or a class of parties approved in writing by the Minister’.	15 16
(17) Clause 43B(g)—	17
<i>renumber as clause 27(i).</i>	18
(18) Clause 27(i), as renumbered, ‘a Jupiters Founder’—	19
<i>omit, insert—</i>	20
‘a Founder (or its approved associate)’.	21
(19) Clause 27(i), as renumbered, ‘that Jupiters Founder’—	22
<i>omit, insert—</i>	23
‘that Founder (or associate, as applicable)’.	24
(20) Clause 43B(h)—	25
<i>renumber as clause 27(j).</i>	26
(21) Clause 27(j), as renumbered, ‘issuing’—	27
<i>omit, insert—</i>	28

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‘the issue of’.	1
(22) Clause 27(j), as renumbered, ‘refrain from the issue’—	2
<i>omit, insert—</i>	3
‘except in the case of—	4
(i) a pro-rata offer of shares to existing Shareholders of shares of a class which is already on issue by Jupiters where notice of the pro-rata offer of shares has been given to the Minister; or	5 6 7
(ii) an issue of voting shares pursuant to the terms of any non-voting shares or convertible securities approved in accordance with clause 27(k),	8 9 10
refrain from the issue’.	11
(23) Clause 27(j), as renumbered, ‘.’—	12
<i>omit, insert—</i>	13
‘.’.	14
<b>Amendment of cl 43C</b>	15
43.(1) Clause 43C, ‘The following shall be conditions of this Agreement:—’—	16 17
<i>omit.</i>	18
(2) Clause 43C(a)—	19
<i>renumber</i> as clause 27(q).	20
(3) Clause 27(q), as renumbered, ‘that the Memorandum and Articles of Association’—	21 22
<i>omit, insert—</i>	23
‘ensure that the Constitution’.	24
(4) Clause 43C(b)—	25
<i>renumber</i> as clause 27(l).	26
(5) Clause 27(l), as renumbered, before ‘that the appointment’—	27
<i>insert—</i>	28



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‘ensure’.	1
(6) Clause 27(l), as renumbered, ‘but’—	2
<i>omit, insert—</i>	3
‘and that’.	4
(7) Clause 43C(c)—	5
<i>renumber</i> as clause 27(m).	6
(8) Clause 27(m), as renumbered, from ‘that the total number’ to ‘on issue’—	7 8
<i>omit, insert—</i>	9
‘ensure that the total voting power of any person (other than a Founder) shall not exceed 5%’.	10 11
(9) Clause 43C(d)—	12
<i>renumber</i> as clause 27(n).	13
(10) Clause 27(n), as renumbered, from ‘that the total number’ to ‘on issue’—	14 15
<i>omit, insert—</i>	16
‘ensure that the total voting power of any Founder shall not exceed 25%’.	17
(11) Clause 43C(e)—	18
<i>renumber</i> as clause 27(o).	19
(12) Clause 27(o), as renumbered, from ‘that the total number’ to ‘on issue’—	20 21
<i>omit, insert—</i>	22
‘ensure that the aggregate voting power of all foreign persons shall not exceed 40%’.	23 24
(13) Clause 27(o), as renumbered, ‘shares of Jupiters by’—	25
<i>omit, insert—</i>	26
‘Shares by’.	27
(14) Clause 27(o), as renumbered, ‘shares of Jupiters shall’—	28
<i>omit, insert—</i>	29

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‘Shares shall’.	1
(15) Clause 43C(f) to (i)—	2
<i>omit.</i>	3
<b>Omission of cl 43D</b>	4
44. Clause 43D—	5
<i>omit.</i>	6
<b>Amendment of cl 43E</b>	7
45.(1) Clause 43E—	8
<i>renumber</i> as clause 27(v).	9
(2) Clause 27(v), as renumbered, ‘(a) Jupiters shall’—	10
<i>omit.</i>	11
(3) Clause 27(v), as renumbered, ‘(b)’—	12
<i>omit.</i>	13
(4) Clause 27(v), as renumbered, ‘paragraph (a) hereof’—	14
<i>omit, insert—</i>	15
‘this paragraph’.	16
<b>Omission of cl 43F</b>	17
46. Clause 43F—	18
<i>omit.</i>	19
<b>Insertion of new cl 29</b>	20
47. After clause 28, as renumbered—	21
<i>insert—</i>	22

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<b>‘29. Additional Founder</b>	1
(a) Jupiters shall use its best endeavours to procure—	2
(i) a Shareholder to be added as a Founder in accordance with this Agreement and the Foundation Agreement; and	3 4
(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.	5 6 7
(b) The parties agree that if a Shareholder is not added as a Founder as envisaged by clause 29(a)—	8 9
(i) Jupiters will not have failed to comply with its obligations under this Agreement and accordingly the issue of the Casino Licence will not in any way be affected or prejudiced; and	10 11 12 13
(ii) the Minister may direct that a person nominated by the Minister be appointed as a director of Jupiters.	14 15
(c) Notwithstanding any provision contained in the Constitution of Jupiters, during such time as there are only 2 Founders, BI Gaming Corporation shall only be entitled to appoint 2 directors of Jupiters.	16 17 18 19
(d) Upon the addition of a Founder as envisaged by clause 29(a), that Founder shall be entitled to appoint a director of Jupiters in accordance with the Constitution of Jupiters and the right of the Minister to direct that a person nominated by the Minister be appointed as a director of Jupiters shall cease.’.	20 21 22 23 24
 <b>Amendment of cl 43G</b>	 25
<b>48.(1)</b> Clause 43G—	26
<i>renumber</i> as clause 30.	27
<b>(2)</b> Clause 30, as renumbered, after ‘30.’—	28
<i>insert</i> —	29
<b>‘Disposal of excess voting Shares.’.</b>	30
<b>(3)</b> Clause 30, as renumbered, ‘Clause 43C hereof, an entitlement to	31

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voting shares in Jupiters’—	1
<i>omit, insert—</i>	2
‘clause 27, a person’s voting power or shareholding which is’.	3
(4) Clause 30, as renumbered, ‘paragraphs (c), (d) and (e) of Clause 43C hereof’—	4 5
<i>omit, insert—</i>	6
‘clause 27(m), (n), (o) or (p)’.	7
(5) Clause 30, as renumbered, ‘shares in Jupiters’—	8
<i>omit, insert—</i>	9
‘Shares or shareholding’.	10
(6) Clause 30, as renumbered, ‘Memorandum and Articles of Association’—	11 12
<i>omit, insert—</i>	13
‘Constitution’.	14
(7) Clause 30, as renumbered, ‘that entitlement and that the entitlement’—	15 16
<i>omit, insert—</i>	17
‘the person’s voting power or shareholding and that the voting power or shareholding’.	18 19
(8) Clause 30, as renumbered, ‘voting shares in Jupiters’—	20
<i>omit, insert—</i>	21
‘Shares’.	22
 <b>Omission of cl 43H</b>	 23
<b>49.</b> Clause 43H—	24
<i>omit.</i>	25

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<b>Amendment of cl 44</b>	1
<b>50.(1)</b> Clause 44—	2
<i>renumber</i> as clause 31.	3
<b>(2)</b> Clause 31, as renumbered, after ‘31.’—	4
<i>insert</i> —	5
<b>‘Foreign person.’</b>	6
<b>(3)</b> Clause 31, as renumbered, after ‘Part’—	7
<i>insert</i> —	8
‘III’.	9
<b>(4)</b> Clause 31(a)(iv)(A), as renumbered, ‘registered holder of the beneficial’—	10
<i>omit, insert</i> —	11
‘registered holder or the beneficial’.	12
<b>(5)</b> Clause 31(a)(iv)(A), as renumbered, from ‘one per centum’ to ‘not cancelled’—	13
<i>omit, insert</i> —	14
‘1% of all Shares’.	15
<b>(6)</b> Clause 31(a)(iv)(B), as renumbered, from ‘one quarter’ to ‘not cancelled’—	16
<i>omit, insert</i> —	17
‘1/4% of all Shares,’.	18
<b>(7)</b> Clause 31(c), as renumbered, ‘fifteen per centum (15%) of the voting power’—	19
<i>omit, insert</i> —	20
‘15% of the voting power’.	21
<b>(8)</b> Clause 31(c), as renumbered, ‘fifteen per centum (15%) of the issued shares’—	22
<i>omit, insert</i> —	23
‘15% of the issued shares’.	24
	25
	26
	27
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(9) Clause 31(d), as renumbered, ‘forty per centum (40%) of the voting power’—	1 2
<i>omit, insert—</i>	3
‘40% of the voting power’.	4
(10) Clause 31(d), as renumbered, ‘forty per centum (40%) of the issued’—	5 6
<i>omit, insert—</i>	7
‘40% of the issued’.	8
(11) Clause 31(e), as renumbered, ‘The’—	9
<i>omit, insert—</i>	10
‘For the purposes of clause 31(c) and clause 31(d), the’.	11
(12) Clause 31(e)(iv), ‘-’—	12
<i>omit, insert—</i>	13
‘,’.	14
(13) Clause 31(f)—	15
<i>omit, insert—</i>	16
‘(f) A reference to—	17
(i) a person’s voting power shall have the same meaning as a reference in section 610 (Voting Power in a body corporate) of the <i>Corporations Law</i> to a person’s voting power;	18 19 20
(ii) a relevant interest in shares shall have the same meaning as a reference to section 608 (Relevant interests in securities) of the <i>Corporations Law</i> ; and	21 22 23
(iii) an associate, other than for the purposes of clause 31(c) and clause 31(d), shall have the same meaning as a reference in Division 2 of Part 1.2 (Associates) of the <i>Corporations Law</i> excluding section 13 (References in chapter 7) and section 14 (References in chapter 8) of the <i>Corporations Law</i> .’.	24 25 26 27 28

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<b>Amendment of pt IV heading</b>	1
<b>51.</b> Pt IV heading, ‘GRANTING OF’—	2
<i>omit.</i>	3
<b>Omission of cl 45</b>	4
<b>52.</b> Clause 45—	5
<i>omit.</i>	6
<b>Insertion of new cl 32 (Casino Licence)</b>	7
<b>53.</b> After clause 31, as renumbered—	8
<i>insert—</i>	9
<b>‘32. Casino Licence.</b>	10
‘The State granted the Casino Licence to the Trustee.’	11
<b>Amendment of cl 46</b>	12
<b>54.(1)</b> Clause 46(a)—	13
<i>omit.</i>	14
<b>(2)</b> Clause 46(b) to (e)—	15
<i>renumber</i> as clause 33(a) to (d).	16
<b>(3)</b> Clause 33, as renumbered, after ‘33.’—	17
<i>insert—</i>	18
<b>‘Exclusivity.’</b>	19
<b>(4)</b> Clause 33(a), as renumbered, from ‘whether before,’ to ‘of this Clause and’—	20
<i>omit.</i>	21
<b>(5)</b> Clause 33(a), as renumbered, from ‘set out and named’ to ‘(other than Keno)’—	22
<i>omit, insert—</i>	23
	24
	25

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‘listed below’.	1
(6) Clause 33(a), as renumbered, ‘machine.’—	2
<i>omit, insert</i> —	3
‘machine—	4
blackjack;	5
roulette;	6
baccarat;	7
craps;	8
two-up;	9
mini dice;	10
wheel of fortune;	11
sic-bo.’	12
(7) Clause 33(b), as renumbered, ‘save and except:’—	13
<i>omit, insert</i> —	14
‘other than—’.	15
(8) Clause 33(b)(i), as renumbered—	16
<i>omit, insert</i> —	17
‘(i) those referred to in clause 33(a); and’.	18
(9) Clause 33(b)(ii), as renumbered, ‘sub-clause (d) of this Clause’—	19
<i>omit, insert</i> —	20
‘clause 33(c)’.	21
(10) Clause 33(c)(i), as renumbered, ‘his’—	22
<i>omit, insert</i> —	23
‘the Minister’s’.	24
(11) Clause 33(c)(i), as renumbered, ‘Trustees’—	25
<i>omit, insert</i> —	26
‘Trustee’.	27



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<b>(12)</b> Clause 33(c)(i), as renumbered, ‘in sub-clause (b) of this clause’—	1
<i>omit, insert—</i>	2
‘in clause 33(a)’.	3
<b>(13)</b> Clause 33(c)(i), as renumbered, ‘of sub-clause (b) of this clause’—	4
<i>omit, insert—</i>	5
‘of clause 33(a)’.	6
<b>(14)</b> Clause 33(c)(ii), as renumbered, ‘ninety (90)’—	7
<i>omit, insert—</i>	8
‘90’.	9
<b>(15)</b> Clause 33(c)(ii), as renumbered, ‘he may’—	10
<i>omit, insert—</i>	11
‘the Minister may’.	12
<b>(16)</b> Clause 33(c)(ii), as renumbered, ‘him’—	13
<i>omit, insert—</i>	14
‘the Minister’.	15
<b>(17)</b> Clause 33(c)(ii), as renumbered, ‘he shall’—	16
<i>omit, insert—</i>	17
‘the Minister shall’.	18
<b>(18)</b> Clause 33(c)(ii), as renumbered, ‘his refusal’—	19
<i>omit, insert—</i>	20
‘the refusal’.	21
<b>(19)</b> Clause 33(c)(iii), as renumbered, ‘his’—	22
<i>omit, insert—</i>	23
‘the Minister’s’.	24
<b>(20)</b> Clause 33(c)(iv), as renumbered, ‘paragraph (iii) of this	25
sub-clause’—	26
<i>omit, insert—</i>	27
‘clause 33(c)(iii)’.	28

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(21) Clause 33(c)(iv), as renumbered, ‘subject to Section 63 of the Control Act he shall’—	1 2
<i>omit.</i>	3
(22) Clause 33(c)(iv), as renumbered, ‘him’—	4
<i>omit, insert—</i>	5
‘the Minister’.	6
(23) Clause 33(c)(iv), as renumbered, ‘he’—	7
<i>omit, insert—</i>	8
‘the Minister’.	9
(24) Clause 33(c)(iv), as renumbered, ‘his’—	10
<i>omit, insert—</i>	11
‘the Minister’s’.	12
(25) Clause 33(d), as renumbered, ‘ <i>Art Unions and Amusements Act 1976–1981</i> ’—	13 14
<i>omit, insert—</i>	15
‘ <i>Charitable and Non-Profit Gaming Act 1999</i> ’.	16
 <b>Amendment of cl 47</b>	 17
<b>55.(1)</b> Clause 47—	18
<i>renumber as clause 34.</i>	19
(2) Clause 34, as renumbered, after ‘34.’—	20
<i>insert—</i>	21
‘ <b>Casino Tax.</b> ’.	22
(3) Clause 34, as renumbered, ‘clause 51 hereof’—	23
<i>omit, insert—</i>	24
‘clause 37’.	25
(4) Clause 34, as renumbered, ‘each year of’—	26
<i>omit, insert—</i>	27

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‘each year’.	1
(5) Clause 34, as renumbered, ‘gross revenue’—	2
<i>omit, insert—</i>	3
‘Gross Revenue’.	4
(6) Clause 34, as renumbered, ‘The rates set out in this clause 47 shall	5
apply from 1 July 1996’—	6
<i>omit.</i>	7
<b>Insertion of new cl 35 (Liquor Act—Special Facility Licence.)</b>	8
56. After clause 34, as renumbered—	9
<i>insert—</i>	10
<b>‘35. Liquor Act—Special Facility Licence.</b>	11
(a) The Special Facility Licence was granted in respect of the Jupiters	12
Casino-Hotel Complex and is taken to be a special facility licence	13
for the purposes of the <i>Liquor Act</i> .	14
(b) The Special Facility Licence shall, subject to this Agreement, be	15
administered in accordance with the <i>Liquor Act</i> .	16
(c) Despite section 9 (Ordinary trading hours) of the <i>Liquor Act</i> but	17
for the purposes of this Agreement, the ordinary trading hours	18
during which the Special Facility Licence permits the sale or	19
consumption of liquor in the Casino Part are the same hours	20
approved (under section 61 (Hours of operation) of the <i>Control</i>	21
<i>Act</i> ) for the operation of the Casino Part.’.	22
<b>Omission of pt V</b>	23
57. Part V, Part V heading and clauses 48 to 49—	24
<i>omit.</i>	25

*Jupiters Casino Agreement Amendment*

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<b>Amendment of pt VI</b>	1
<b>58.</b> Part VI—	2
<i>renumber</i> as Part V.	3
<b>Amendment of cl 50</b>	4
<b>59.(1)</b> Clause 50—	5
<i>renumber</i> as clause 36.	6
<b>(2)</b> Clause 36, as renumbered, after ‘36.’—	7
<i>insert</i> —	8
<b>‘Hours of Operation.’</b>	9
<b>(3)</b> Clause 36, as renumbered, ‘Section 61(8)’—	10
<i>omit, insert</i> —	11
‘section 61(8) (Hours of Operations)’.	12
<b>(4)</b> Clause 36, as renumbered, ‘eighteen (18)’—	13
<i>omit, insert</i> —	14
‘18’.	15
<b>Amendment of cl 51</b>	16
<b>60.(1)</b> Clause 51—	17
<i>renumber</i> as clause 37.	18
<b>(2)</b> Clause 37, as renumbered, after ‘37.’—	19
<i>insert</i> —	20
<b>‘Operational Review.’</b>	21
<b>(3)</b> Clause 37, as renumbered, ‘rate’—	22
<i>omit, insert</i> —	23
‘rates’.	24

*Jupiters Casino Agreement Amendment*

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<b>Amendment of pt VII</b>	1
<b>61.</b> Part VII—	2
<i>renumber</i> as Part VI.	3
<b>Amendment of cl 52</b>	4
<b>62.(1)</b> Clause 52—	5
<i>renumber</i> as clause 38.	6
<b>(2)</b> Clause 38, as renumbered, after ‘38.’—	7
<i>insert</i> —	8
<b>‘Grounds for Termination.’</b>	9
<b>(3)</b> Clause 38, as renumbered, ‘clause 53 hereof’—	10
<i>omit, insert</i> —	11
‘clause 39’.	12
<b>(4)</b> Clause 38(a), as renumbered, ‘to the satisfaction of the Minister or taken steps to the satisfaction of the Minister to remedy within ninety (90) days’—	13
<i>omit, insert</i> —	14
‘or not have taken steps to have remedied to the satisfaction of the Minister within three months’.	15
<b>(5)</b> Clause 38(a), as renumbered, after ‘date of such notice’—	16
<i>insert</i> —	17
‘to remedy’.	18
<b>(6)</b> Clause 38(b) and (c), as renumbered—	19
<i>omit, insert</i> —	20
‘(b) If—	21
(i) any distress or execution is levied against the Trust Fund 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; or	22
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*Jupiters Casino Agreement Amendment*

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(ii) subject to the provisions of clause 12, 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 (Mortgage and assignment of casino licence) of the *Control Act*,

and the Minister shall have delivered to the relevant party, as the case may be, and to any mortgagee a notice requiring that party to remedy such circumstance and neither that party nor the mortgagee shall have remedied or taken steps to remedy such circumstance to the satisfaction of the Minister within a reasonable time (being not less than 10 days) from the date of such notice to remedy;’.

**(7)** Clause 38(d), as renumbered—

*renumber* as clause 38(c).

**(8)** Clause 38(c), as renumbered, ‘casino licence’—

*omit, insert—*

‘Casino Licence’.

**Amendment of cl 53**

**63.(1)** Clause 53—

*renumber* as clause 39.

**(2)** Clause 39, as renumbered, after ‘39.’—

*insert—*

**‘Appointment of Administrator.’**

**(3)** Clause 39(a), as renumbered, ‘other than a suspension referred to in clause 57 hereof,’—

*omit.*

**(4)** Clause 39(a)(i), as renumbered, ‘Governor in Council’—

*omit, insert—*

‘Governor-in-Council’.

*Jupiters Casino Agreement Amendment*

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(5) Clause 39(a)(i)(A), as renumbered, ‘seven (7)’—	1
<i>omit, insert—</i>	2
‘7’.	3
(6) Clause 39(a)(i)(B), as renumbered, ‘ninety (90) days, within seven (7)’—	4
<i>omit, insert—</i>	5
‘three months, within 7’.	6
(7) Clause 39(a)(ii), as renumbered, ‘provision (i)(A) or provision (i)(B) of this sub-clause’—	7
<i>omit, insert—</i>	8
‘clause 39(a)(i)(A) or clause 39(a)(i)(B)’.	9
(8) Clause 39(a)(ii), as renumbered, ‘Governor in Council’—	10
<i>omit, insert—</i>	11
‘Governor-in-Council’.	12
(9) Clause 39(a)(iii), as renumbered, from ‘Sections 19’ to ‘Governor in Council’—	13
<i>omit, insert—</i>	14
‘sections 19 (Agreement to precede grant of casino licence) and 21 (Hotel-casino complex owner or State as licensee) of the <i>Control Act</i> or any provision of this Agreement the Governor-in-Council’.	15
(10) Clause 39(a)(iii), as renumbered, ‘seven (7)’—	16
<i>omit, insert—</i>	17
‘7’.	18
(11) Clause 39(a)(iii), as renumbered, ‘provision (i) of this sub-clause’—	19
<i>omit, insert—</i>	20
‘clause 39(a)(i)’.	21
(12) Clause 39(a)(iv), as renumbered, ‘Casino Licence’—	22
<i>omit, insert—</i>	23
‘casino licence’.	24
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*Jupiters Casino Agreement Amendment*

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<b>(13)</b> Clause 39(a)(iv), as renumbered, ‘provisions (iii) of this sub-clause’—	1 2
<i>omit, insert—</i>	3
‘clause 39(a)(iii)’.	4
<b>(14)</b> Clause 39(a)(v), as renumbered, ‘provision (ii) of this sub-clause’—	5
<i>omit, insert—</i>	6
‘clause 39(a)(ii)’.	7
<b>(15)</b> Clause 39(a)(v), as renumbered, ‘the mortgagee’s rights’—	8
<i>omit.</i>	9
<b>(16)</b> Clause 39(a)(v), as renumbered, ‘Section 32’—	10
<i>omit, insert—</i>	11
‘section 32 (Mortgage and assignment of casino licence etc)’.	12
<b>(17)</b> Clause 39(a)(v), as renumbered, ‘twelve (12)’—	13
<i>omit, insert—</i>	14
‘12’.	15
<b>(18)</b> Clause 39(a)(v), as renumbered, ‘Section 32’—	16
<i>omit, insert—</i>	17
‘section 32 (Mortgage and assignment of casino licence etc)’.	18
<b>(19)</b> Clause 39(a)(vi), as renumbered, ‘Governor in Council in the terms of provision (v) of this sub-clause the Governor in Council’—	19 20
<i>omit, insert—</i>	21
‘Governor-in-Council in the terms of clause 39(a)(v) the Governor-in-Council’.	22 23
<b>(20)</b> Clause 39(a)(vi), as renumbered, ‘Section 32’—	24
<i>omit, insert—</i>	25
‘section 32 (Mortgage and assignment of casino licence etc)’.	26
<b>(21)</b> Clause 39(a)(vi), as renumbered, ‘Casino Licence’—	27
<i>omit, insert—</i>	28



*Jupiters Casino Agreement Amendment*

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‘casino licence’.	1
(22) Clause 39(a)(vii), as renumbered, ‘provision (v) of this sub-clause’—	2 3
<i>omit, insert—</i>	4
‘clause 39(a)(v)’.	5
(23) Clause 39(a)(vii), as renumbered, ‘Section 32’—	6
<i>omit, insert—</i>	7
‘section 32 (Mortgage and assignment of casino licence etc)’.	8
(24) Clause 39(a)(vii), as renumbered, ‘Complex’—	9
<i>omit, insert—</i>	10
‘Jupiters Casino-Hotel Complex’.	11
(25) Clause 39(a)(vii), as renumbered, ‘Casino Licence’—	12
<i>omit, insert—</i>	13
‘casino licence’.	14
(26) Clause 39(a)(vii), as renumbered, ‘Governor in Council’—	15
<i>omit, insert—</i>	16
‘Governor-in-Council’.	17
(27) Clause 39(a)(vii), as renumbered, ‘Section 32’—	18
<i>omit, insert—</i>	19
‘section 32 (Mortgage and assignment of casino licence etc)’.	20
(28) Clause 39(a)(viii), as renumbered, ‘Casino Licence’—	21
<i>omit, insert—</i>	22
‘casino licence’.	23
(29) Clause 39(a)(viii), as renumbered, ‘provision (vi) of this sub-clause but the Governor in Council’—	24 25
<i>omit, insert—</i>	26
‘clause 39(a)(vi) but the Governor-in-Council’.	27
(30) Clause 39(a)(viii), as renumbered, ‘his discretion’—	28

*Jupiters Casino Agreement Amendment*

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<i>omit, insert—</i>	1
‘the Governor-in-Council’s discretion’.	2
<b>(31)</b> Clause 39(a)(viii), as renumbered, ‘his place’—	3
<i>omit, insert—</i>	4
‘that person’s place’.	5
<b>(32)</b> Clause 39(a)(viii), as renumbered, ‘Section 32(2)(b)’—	6
<i>omit, insert—</i>	7
‘section 32(2)(b) (Mortgage and assignment of casino licence etc)’.	8
<b>(33)</b> Clause 39(a)(viii), as renumbered, ‘him’—	9
<i>omit, insert—</i>	10
‘that person’.	11
<b>(34)</b> Clause 39(a)(ix), as renumbered, ‘provision (i) of this sub-clause’—	12
<i>omit, insert—</i>	13
‘clause 39(a)(i)’.	14
<b>(35)</b> Clause 39(a)(ix), as renumbered, ‘Governor in Council’—	15
<i>omit, insert—</i>	16
‘Governor-in-Council’.	17
<b>(36)</b> Clause 39(a)(ix), as renumbered, ‘he’—	18
<i>omit, insert—</i>	19
‘the Governor-in-Council’.	20
<b>(37)</b> Clause 39(a)(ix), as renumbered, after ‘terminated’—	21
<i>insert—</i>	22
‘.’.	23
<b>(38)</b> Clause 39(a)(ix)(A), as renumbered, ‘he’—	24
<i>omit, insert—</i>	25
‘the Governor-in-Council’.	26
<b>(39)</b> Clause 39(a)(ix)(A), as renumbered, ‘the Casino Licence’—	27

*Jupiters Casino Agreement Amendment*

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<i>omit, insert—</i>	1
‘the casino licence’.	2
(40) Clause 39(a)(ix)(B), as renumbered, ‘he’—	3
<i>omit, insert—</i>	4
‘the Governor-in-Council’.	5
(41) Clause 39(a)(ix)(B), as renumbered, ‘the Casino Licence’—	6
<i>omit, insert—</i>	7
‘the casino licence’.	8
(42) Clause 39(a)(x), as renumbered, ‘Governor in Council’—	9
<i>omit, insert—</i>	10
‘Governor-in-Council’.	11
(43) Clause 39(b), as renumbered, ‘clause 52 hereof’—	12
<i>omit, insert—</i>	13
‘clause 38’.	14
(44) Clause 39(b), as renumbered, ‘sub-clause (a) of this clause’—	15
<i>omit, insert—</i>	16
‘clause 39(a)’.	17
(45) Clause 39(b), as renumbered, ‘and any mortgagee therein referred	18
to’—	19
<i>omit.</i>	20
<b>Omission of cl 54</b>	21
64. Clause 54—	22
<i>omit.</i>	23
<b>Insertion of cl 40</b>	24
65. After clause 39, as renumbered—	25
<i>insert—</i>	26

*Jupiters Casino Agreement Amendment*

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<b>‘40. Impact of Termination on the Development of the Jupiters Casino-Hotel Complex or the Site.</b>	1 2
<p>In the event that this Agreement is terminated for any reason whatsoever the provisions of clause 15 shall apply to Development in respect of the Jupiters Casino-Hotel Complex and the Site which at the date of termination has been carried out or approved in accordance with this Agreement.’.</p>	3 4 5 6
<b>Amendment of cl 55</b>	7
<p><b>66.(1)</b> Clause 55—</p> <p><i>renumber</i> as clause 41.</p>	8 9
<p><b>(2)</b> Clause 41, as renumbered, after ‘41.’—</p> <p><i>insert</i>—</p>	10 11
<b>‘Impact of Termination on Special Facility Licence.’</b>	12
<p><b>(3)</b> Clause 41, as renumbered, ‘the Casino liquor licence contemplated by clause 48 hereof shall’—</p> <p><i>omit, insert</i>—</p> <p>‘Special Facility Licence granted pursuant to the <i>Liquor Act</i> shall.’.</p>	13 14 15 16
<p><b>(4)</b> Clause 41, as renumbered, ‘to be granted pursuant to clause 45 hereof’—</p> <p><i>omit.</i></p>	17 18 19
<p><b>(5)</b> Clause 41, as renumbered, ‘Complex’—</p> <p><i>omit, insert</i>—</p> <p>‘Jupiters Casino-Hotel Complex’.</p>	20 21 22
<p><b>(6)</b> Clause 41, as renumbered, ‘as amended’—</p> <p><i>omit.</i></p>	23 24
<b>Amendment of pt VIII</b>	25
<p><b>67.</b> Part VIII—</p> <p><i>renumber</i> as Part VII.</p>	26 27

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<b>Omission of cls 56–58A</b>	1
<b>68.</b> Clauses 56 to 58A—	2
<i>omit.</i>	3
<b>Amendment of cl 59</b>	4
<b>69.(1)</b> Clause 59—	5
<i>renumber</i> as clause 42.	6
<b>(2)</b> Clause 42, as renumbered, after ‘42.’—	7
<i>insert</i> —	8
‘ <b>Approvals and Notices.</b> ’	9
<b>(3)</b> Clause 42, as renumbered, before ‘All approval notices’—	10
<i>insert</i> —	11
‘(a)’.	12
<b>(4)</b> Clause 42(a), as renumbered, ‘approval’—	13
<i>omit, insert</i> —	14
‘approvals’.	15
<b>(5)</b> Clause 42(a), as renumbered, from ‘(a) the Minister’ to ‘Gold Coast in the State of Queensland, or to’—	16 17
<i>omit, insert</i> —	18
(i) the Minister at the Minister’s principal office in Brisbane;	19
(ii) Jupiters, the Trustee and the Manager at their registered office; and’.	20 21
<b>(6)</b> Clause 42, as renumbered, before ‘such other persons’—	22
<i>insert</i> —	23
‘(iii)’.	24
<b>(7)</b> Clause 42, as renumbered, after ‘sent by post’—	25
<i>insert</i> —	26
‘or by facsimile transmission’.	27

*Jupiters Casino Agreement Amendment*

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- (8) After clause 42(a), as renumbered— 1
- insert—* 2
- ‘(b) Although copies of such approvals, notices and other documents 3  
 required to be given under the provisions of this Agreement to a 4  
 nominated representative may also be forwarded to such other 5  
 person specifically designated in writing by that nominated 6  
 representative such additional copies do not substitute for the 7  
 primary service. 8
- (c) If, before 4.00 p.m. local time in the place of delivery, a party 9  
 delivers a notice— 10
- (i) by hand; or 11
- (ii) by facsimile and the sending party completes the 12  
 transmission; 13
- the notice will be taken as given on the day of delivery of 14  
 transmission, and in any other case, on the next day. 15
- (d) If a party gives the notice by post the notice will be taken as given 16  
 on the second business day in the place of delivery after the notice 17  
 is posted unless it can be established that the notice was not 18  
 received until a subsequent date, in which case that later date will 19  
 be the date notice was given. 20
- (e) If a party gives notice by facsimile transmission and the 21  
 transmission is not fully intelligible, or if the sending party, at the 22  
 time of transmission, has reason to believe that the facsimile 23  
 transmission is not fully intelligible, the party may not rely upon 24  
 this clause to prove the giving of the notice. 25
- (f) The receiving party shall not object to a facsimile transmission as 26  
 not being fully intelligible unless the receiving party requests 27  
 re-transmissions within 2 hours. 28
- (g) If a facsimile transmission is completed within 2 hours of 29  
 5.00 p.m. on a day and is unintelligible, the receiving party has 30  
 until 10.00 a.m. on the next business day to request the 31  
 re-transmissions. 32
- (h) The party giving the notice or its agent shall sign the notice. The 33  
 appearance of the name of the person signing at the end of a 34

*Jupiters Casino Agreement Amendment*

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facsimile transmission is sufficient evidence of signing.	1
(i) The address, and facsimile number of the parties for the purposes of this clause are to be advised in writing.	2 3
(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.’.	4 5 6 7
<b>Amendment of cl 60</b>	8
70.(1) Clause 60—	9
<i>renumber</i> as clause 43.	10
(2) Clause 43, as renumbered, after ‘43.’—	11
<i>insert</i> —	12
‘Waiver.’.	13
<b>Amendment of cl 61</b>	14
71.(1) Clause 61—	15
<i>renumber</i> as clause 44.	16
(2) Clause 44, as renumbered, after ‘44.’—	17
<i>insert</i> —	18
‘Governing Law.’.	19
<b>Omission of cls 62, 63, 63A, 63B and 64</b>	20
72. Clauses 62, 63, 63A, 63B and 64—	21
<i>omit</i> .	22
<b>Insertion of new cl 45 (Delegations.)</b>	23
73. After clause 44, as renumbered—	24
<i>insert</i> —	25

*Jupiters Casino Agreement Amendment*

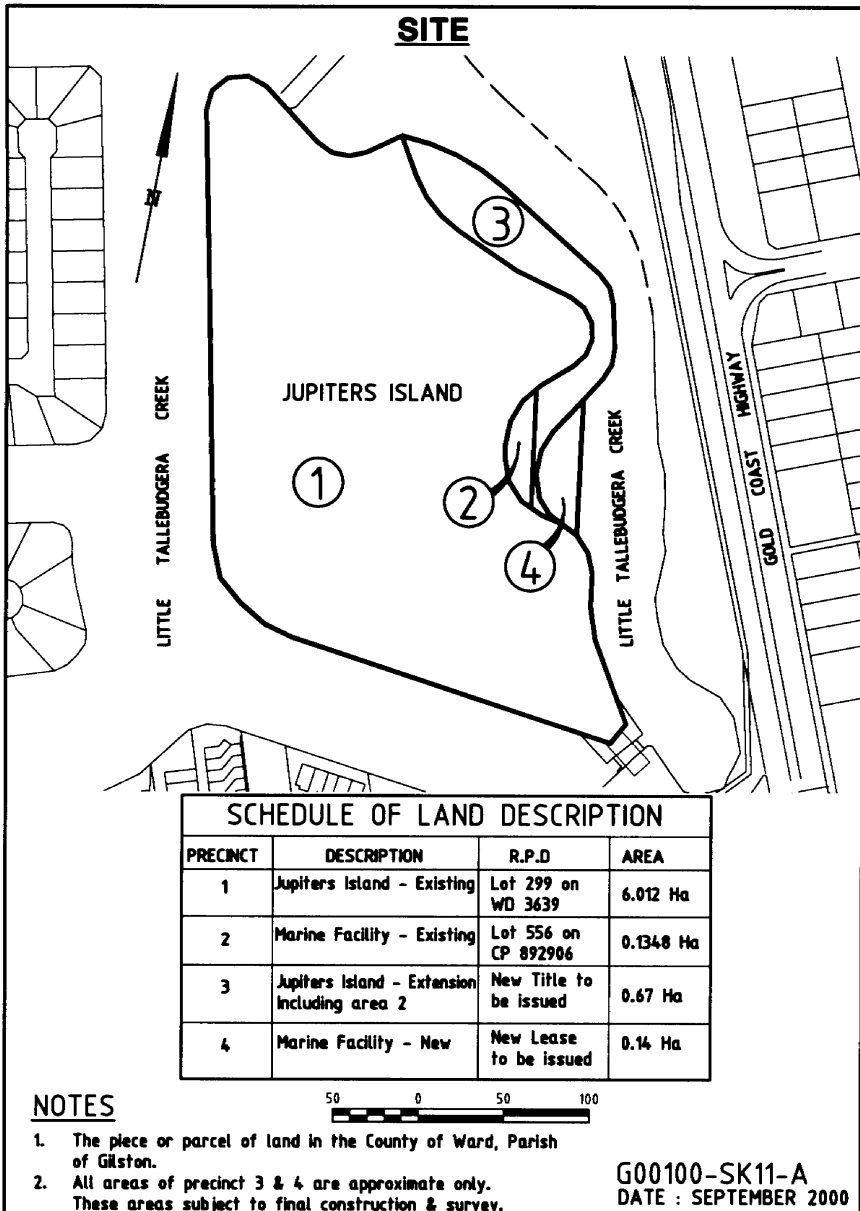
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<b>‘45. Delegations.</b>	1
‘(a) The Minister may delegate in writing the Minister’s powers, rights or obligations pursuant to this Agreement, or any of them, to the Chief Executive (Gaming Regulation) or the Executive Director of the Queensland Office of Gaming Regulation.	2 3 4 5
(b) The Chief Executive (Gaming Regulation) may delegate in writing the Chief Executive’s (Gaming Regulation) powers, rights or obligations pursuant to this Agreement to an officer of the public service within that unit of the public sector for which the Chief Executive (Gaming Regulation) is responsible.’.	6 7 8 9 10
<b>Amendment of cl 65</b>	11
74.(1) Clause 65—	12
<i>renumber</i> as clause 46.	13
(2) Clause 46, as renumbered, after ‘46.’—	14
<i>insert</i> —	15
<b>‘Extensions of Time.’.</b>	16
(3) Clause 46, as renumbered, after ‘Agreement’—	17
<i>insert</i> —	18
‘.’.	19
(4) Clause 46, as renumbered, ‘his’—	20
<i>omit, insert</i> —	21
‘the Minister’s’.	22
<b>Omission of cl 66</b>	23
75. Clause 66—	24
<i>omit.</i>	25



<b>Replacement of First Schedule</b>	1
<b>76. First Schedule—</b>	2
<i>omit, insert—</i>	3
<b>‘SCHEDULE 1</b>	4
<b>SITE DETAILS</b>	5

Jupiters Casino Agreement Amendment



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**Replacement of Second Schedule** 1

*77. Second Schedule—* 2

*omit, insert—* 3

**‘SCHEDULE 2** 4

**WORKS AND CONTRIBUTIONS IN RESPECT OF** 5  
**JUPITERS CASINO-HOTEL COMPLEX** 6

<b>Entity</b>	<b>Requirement</b>	<b>Amount</b>	
Albert Shire Council	Headworks Charges	\$300,000	
Lands Department	Access over Crown Land	At Manager’s cost	
Lands Department and Gold Coast City Council	Landscaping of Adjacent Land	At Manager’s cost	7 8
Harbours and Marine Department	Bridge Construction	At Manager’s cost	9
Main Roads Department	Access roads, Bridges, Traffic Signals and Highway Upgrading	At Manager’s cost	10
Albert Shire Council	Carrara Sports Complex	\$1,200,000	
Surfers Paradise Golf Club	Additional Golf Facilities to International Level	\$250,000	11
Southport Yacht Club Incorporated	Additional Sports Facilities	\$500,000	12
Nearby Golf Club (to be selected)	Golf Club Playing Rights	\$50,000 (Playing Rights)’.	13

14

*Jupiters Casino Agreement Amendment*

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**Amendment of Third Schedule**

**78.** Third Schedule—

*omit, insert—*

**‘SCHEDULE 3**

**DOCUMENTS TABLED IN PARLIAMENT**

1. Schematic design drawings numbered 1 to 26 each page of which is signed by each of the parties hereto for the purposes of identification.’.’