

WESTERN AUSTRALIA

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**CASINO (BURSWOOD ISLAND)  
AGREEMENT AMENDMENT  
ACT 1997**

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**No. 20 of 1997**

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**AN ACT to amend the *Casino (Burswood Island) Agreement Act 1985*.**

*[Assented to 4 September 1997.]*

The Parliament of Western Australia enacts as follows:

**Short title**

**1.** This Act may be cited as the *Casino (Burswood Island) Agreement Amendment Act 1997*.

**Commencement**

2. This Act comes into operation on the day on which it receives the Royal Assent.

**Principal Act**

3. In this Act, the *Casino (Burswood Island) Agreement Act 1985\** is referred to as the principal Act.

[\* Act No. 9 of 1985.  
For subsequent amendments, see 1996 Index to  
Legislation of Western Australia, Table 1, p. 29.]

**Section 3 amended**

4. (1) Section 3 of the principal Act is amended in the definition of “the Agreement” —

- (a) by deleting “and” at the end of paragraph (b) (i);
- (b) by inserting “and” at the end of paragraph (b) (ii); and
- (c) by inserting after paragraph (b) (ii) the following subparagraph —
  - “ (iii) the Seventh Supplementary Agreement; ”.

(2) Section 3 of the principal Act is amended by inserting after the definition of “the Second Supplementary Agreement” the following definition —

“  
    **“the Seventh Supplementary Agreement”** means the Seventh Supplementary Agreement, a copy of which is set out in Schedule 4;  
”.

**Section 3A inserted**

5. After section 3 of the principal Act, the following section is inserted —

“

**Certain agreements altering Agreement capable of being scheduled to Act by order**

**3A.** (1) If an agreement altering the Agreement has effect under clause 5 (3) of the Agreement, the Governor may, by order published in the *Gazette*, amend this Act to such extent as is necessary to insert in this Act a Schedule setting out a copy of the agreement that alters the Agreement.

(2) Subsection (1) applies to agreements that took effect before the commencement of the *Casino (Burswood Island) Agreement Amendment Act 1997* as well as to those that take effect after that commencement.

”.

**Section 4C inserted**

6. After section 4B of the principal Act the following section is inserted —

“

**Seventh Supplementary Agreement ratified and implementation authorized**

**4C.** (1) The Seventh Supplementary Agreement is ratified and its implementation is authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Seventh Supplementary Agreement is to operate and take effect despite any other Act or law.

”.

**Section 10 inserted**

7. After section 9 of the principal Act the following section is inserted —

“

**Entrenchment of clause 17A of, and Schedule B to, Agreement**

**10.** (1) The entrenched provisions are not to be amended or deleted.

(2) Any expression —

(a) used in the entrenched provisions; and

(b) defined by the Agreement as the Agreement stood immediately after amendment by the Seventh Supplementary Agreement,

retains its meaning as so defined despite any subsequent amendment of the Agreement.

(3) In this section —

“**entrenched provisions**” means clause 17A of, and Schedule B to, the Agreement.

”.

**Schedule 4 inserted**

**8.** After Schedule 3 to the principal Act, the following Schedule is added —

“

**SCHEDULE 4**

[Section 3]

**CASINO (BURSWOOD ISLAND) AGREEMENT  
SEVENTH SUPPLEMENTARY AGREEMENT**

**THIS AGREEMENT** made the ninth day of June 1997

**B E T W E E N :**

**THE HONOURABLE GEORGE MAXWELL EVANS** MBE, FCA, MLC, the Minister of the Crown for the time being charged with the administration of the Control Act acting for and on behalf of the State of Western Australia and its instrumentalities from time to time ("the State");

**PERPETUAL TRUSTEES W.A. LTD.** (ACN 008 666 886) of 89 St. George's Terrace Perth in the State of Western Australia as trustee of the Burswood Property Trust ("the Trustee");

**AND**

**BURSWOOD RESORT (MANAGEMENT) LIMITED** (ACN 009 396 945) of 40 The Esplanade Perth in the State of Western Australia as manager of the Burswood Property Trust ("the Manager") of the third part.

**RECITALS:**

- A. The State, the Trustee (by virtue of the West Australian Trustees Limited (Merger) Act 1989) and the Manager (by virtue of a deed of retirement and appointment of manager made on 13 August 1990 and a deed of assumption and covenant made on 13 November 1991) are parties to an agreement dated 20 February 1985 ratified by and scheduled to the Casino (Burswood Island) Agreement Act 1985 as amended by two agreements dated 14 September 1987 and 3 May 1990 also ratified by and scheduled to the Casino (Burswood Island) Agreement Act 1985 and by four other agreements made pursuant to clause 5 of the 20 February 1985 Agreement dated 13 November 1991, 30 March 1992, 3 April 1995 and

22 June 1996 (the 20 February 1985 Agreement as so amended "the State Agreement").

- B. The parties have agreed to further amend the State Agreement for the purpose of more efficiently or satisfactorily implementing or facilitating certain of its objectives.

**THE PARTIES AGREE AS FOLLOWS:**

**Definitions and Interpretation**

1. Words and expressions defined in the State Agreement when used in this Agreement have, unless the context otherwise requires, the same meanings as in the State Agreement and the provisions of clause 2 of the State Agreement as to interpretation apply to this Agreement.

**Variation**

2. (1) The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
- (2) The following provisions of this Agreement shall be of no force or effect if the Bill referred to in sub-clause (1) is not passed as an Act on or before 20 September 1997.

**Clause 2 amended**

3. Clause 2 of the State Agreement is amended-
- (a) by inserting after the definition of "Anniversary Date" the following definition-
- ""Approved Company" means a company approved by the Minister under clause 17A(1)";
- (b) by deleting the definition of "Burswood Park Technical Committee";
- (c) by inserting after the definition of "Committee's Nominated Representative" the following definition-
- ""Commission" means the Gaming Commission of Western Australia established by the Gaming Commission Act 1987";

- (d) by deleting the definition of "Manager", and substituting the following-

"Manager" means any Person for the time being appointed, subject to the provisions of this Agreement, Manager under and pursuant to the terms of the Trust Deed, provided that if there is no person appointed Manager or the Trustee is appointed Manager, then references in this agreement to Manager will be read as references to the Trustee, except where the context so requires.";

- (e) by inserting after the definition of "Manager", the following definition -

"Mandatory Articles" means the provisions to be included in the articles of association of the Approved Company in accordance with the requirements of clauses 17A(2)(b) and 17A(2)(c)";

- (f) in the definition of "Resort Complex", by inserting after "Stage 2 but" the following:-

"subject to paragraph (c) of the definition of "Site"";

- (g) by deleting the definition of "Resort Site", and substituting the following -

"Resort Site" means those parts of Burswood Island as are-

- (a) shown bordered red on Department of Land Administration Miscellaneous Plan 1512;
- (b) designated as Swan Location 12057 on Department of Land Administration Plan 18634; and
- (c) designated as Swan Location 11877 on Department of Land Administration Diagram 91378

or, if some other area is for the time being notified in the *Government Gazette* pursuant to clause 6(2B), that other area, but subject to clause 6(2A) does not include the Site or any land which ceases to be part of the Site by virtue of an order made under section 21F(1b) of the Control Act;"; and

(h) by deleting the definition of "Site", and substituting the following-

"Site" means-

- (a) Swan Location 10661 and 10662 as surveyed and shown on Department of Land Administration Original Plan 16284;
- (b) except in clauses 6, 9(1) and 9(3), any additional land granted or leased to the Trustee for the purposes of this Agreement whether pursuant to clause 6(5) or otherwise; and
- (c) any land in respect of which an order made under section 21F(1b) of the Control Act is revoked

but, subject to paragraph (c), does not include, on and from the date specified in an order made under section 21F(1b) of the Control Act, any part of that land which is by the order excluded from the operation of this Agreement;".

**Clause 6 amended**

4. Clause 6 of the State Agreement is amended-

(a) in clause 6(1)(c)(iii) by deleting the following-

"of the Committee";

(b) after clause 6(2), by inserting the following clauses:-

"(2A) The State may from time to time

- (a) determine the boundaries of the Resort Site; or
- (b) amend the boundaries of the Resort Site-
  - (i) to increase the area of the Resort Site with the consent of the Trustee and the Manager;
  - (ii) to decrease the area of the Resort Site pursuant to clause 23(3)(a);
  - (iii) to decrease the area of the Resort Site otherwise than pursuant to clause 23(3)(a), with the consent of the Trustee and the Manager."



- (2B) Subject to subclause (2C), a determination of the boundaries of the Resort Site or an amendment of the boundaries of the Resort Site pursuant to subclause (2A) is effective from the date on which notice of the amendment is published in the *Government Gazette*.
- (2C) A determination of the boundaries of the Resort Site pursuant to subclause (2A) may, in the notice published pursuant to subclause (2B), be expressed to be effective as of a date, prospective or retrospective, specified in the notice.
- (2D) If the Resort Site is amended pursuant to subclause (2A), the State must amend the reserve created pursuant to clause 6(1)(c) accordingly."; and
- (c) by inserting after clause 6(4), the following clause-
- "(5) Notwithstanding the provisions of the Public Works Act 1902, the Financial Administration and Audit Act 1985 or of any other Act the State may-
- (a) on the recommendation of the Minister cause part or parts of any land excised from the Resort Site not exceeding in the aggregate 10 hectares to be granted or leased to the Trustee on terms and conditions approved by the Minister by notice published in the *Government Gazette*; and
- (b) pay or direct the payment of all or any part of any money payable by the Trustee to the State for land granted or leased to the Trustee under paragraph (a) to the person who was registered as the proprietor of that land immediately prior to its acquisition by or on behalf of the State."

**Clause 9 amended**

5. Clause 9(5) of the State Agreement is amended-
- (a) by deleting after "of the State and Commonwealth" the following-
- "and, in addition in relation to the Resort Site, with the Burswood Park Technical Committee,"; and

- (b) by deleting "instrumentalities and such Committee" and substituting the following-  
"and instrumentalities".

**The heading of "The Committee's Nominated Representative" in Part II, amended**

6. Part II of the State Agreement is amended in the heading "The Committee's Nominated Representative" by deleting "Committee's" and substituting the following-  
"Commission's".

**Clause 12 deleted**

7. Clause 12 of the State Agreement is deleted.

**The heading of "The Burswood Property Trust Issue of Units and Options to the Founders" in Part III, amended**

8. Part III of the State Agreement is amended in the heading "The Burswood Property Trust Issue of Units and Options to the Founders" by deleting the following-  
"to the Founders".

**Clause 14 amended**

9. Clause 14 is amended by inserting after clause 14(c), the following clause-  
"(ca) with the prior approval of the Minister, issue further Units to the public or otherwise at a price, and on terms and conditions as to payment of the price, approved by the Minister".

**Clause 17 amended**

10. Clause 17 is amended -  
(a) by inserting after clause 17(e), the following clauses:-  
"(ea) the Memorandum and Articles of Association of an Approved Company shall not be altered or amended without the prior approval of the Minister;

- (eb) an Approved Company may not sell or otherwise dispose of any Units without the prior approval of the Minister;"
- (b) in clause 17 (g)-
  - (i) by inserting after "subject to", the following-  
"any approval given under clause 17A and to";
  - (ii) by deleting "Associated Stock Exchanges" and substituting the following-  
"Stock Exchange Limited";
  - (iii) by deleting "five" and substituting the following-  
"ten"; and
  - (iv) by deleting "5" and substituting the following -  
"10";
- (c) by inserting after clause 17(g) the following clause-  
"(ga) there shall be no breach of the Mandatory Articles;"
- (d) by inserting after clause 17(i) the following clause-  
"(ia) there shall be no change in the ownership or control of the Manager as defined in the Operation Management Agreement without the prior approval of the Minister;"
- (e) by inserting after clause 17(l) the following clause-  
"(m) except for holding Units as authorised under clause 17A, any Approved Company will not without the Minister's consent be engaged, concerned or interested in, any investment or business activity which the Trustee would not have power under the Trust Deed to be engaged, concerned or interested in."; and
- (f) by inserting after clause 17, the following clause-  
"17A(1) Notwithstanding anything in clause 17(1), the Minister may approve:
  - (a) the acquisition by a Company of up to all the Units in the Trust; and/or

- (b) the redemption or cancellation of some or all of the Units in the Trusts

so that all of the Units in the Trust are held by a company, if, but only if the requirements of subclause (2) are satisfied in relation to that company.

- (2) For the purposes of subclause (1)-
  - (a) the company must be a public company incorporated in Australia the voting shares of which are capable of being quoted on the Australian Stock Exchange Limited and the Minister must be reasonably satisfied that the company's voting shares will be quoted on the Australian Stock Exchange Limited;
  - (b) the articles of association of the company must comply with the requirements set out in Schedule B; and
  - (c) the memorandum and articles of association of the company must have been approved by the Minister.

**The heading of "Excess holdings of Units and Options" in Part III, amended**

- 11. Part III of the State Agreement is amended after clause 17 in the heading "Excess holdings of Units and Options" by inserting after "Units and Options", the following-

"and breach of Mandatory Articles".

**Clause 18 amended**

- 12. Clause 18 of the State Agreement is amended-
  - (a) by inserting after "18." the following-  
"(1)";
  - (b) by inserting after "clause 17(1)" the following-  
"and which is not authorised under clause 17A"; and
  - (c) by inserting after clause 18 the following clause-

"(2) Notwithstanding paragraph (ga) of clause 17(1), a breach of the Mandatory Articles of an Approved Company shall not constitute a breach of this Agreement if the directors of the Approved Company as soon as possible upon becoming aware of a breach of the Mandatory Articles enforce compliance with the Mandatory Articles under the enforcement provisions of the Mandatory Articles."

**Clause 23 amended**

13. Clause 23 of the State Agreement is amended-

- (a) in clause 23(2)(b)-
  - (i) by inserting after "subject to" the following-  
"clause 6(2A) and to";
  - (ii) by deleting after "Resort Site" the following-  
"as determined by survey,"; and
  - (iii) by deleting "remains unchanged" and substituting the following-  
"is not decreased"; and
- (b) by inserting after clause 23(2A) the following clause-  
"(2B) For the purposes of subclause (2) the Resort Site shall be taken to remain under the control and management of the Board even if the Board, with the prior approval of the Minister and the Trustee, leases the whole or part of that part of the Resort Site as now comprises Swan Location 11877 on Department of Land Administration Diagram 91378".
- (c) in clause 23(3) -
  - (i) by inserting before clause 23(3)(a), the following clause -  
"(aa) excise from the Resort Site any part or parts of the Resort Site agreed to be granted or leased to the Trustee under clause 6(5)";
  - (ii) in subclause 23(3)(a), by deleting after " consent of the Trustee" the following-

"exceed 10% of the area of the Resort Site as determined by the survey referred to in subclause (2)(b); and"

- (iii) in clause 23(3)(a) by inserting after " consent of the Trustee" the following-

"exceed -

- (i) 10% of the area of the Resort Site as at 3 January 1986; or
- (ii) 10% of the aggregate of the area of (A) the Resort Site at the time of excision; and (B) any land which has been excised from the Resort Site pursuant to paragraph (aa)

whichever area is the greater; and".

**Clause 24 amended**

14. Clause 24(2)(aa) of the State Agreement is amended after "paragraph (a)" by deleting "is" and substituting the following

"has at any time been".

**Clause 35 amended**

15. Clause 35(2) of the State Agreement is amended by inserting after "referred to in clauses" the following-

"6(5),14(ca), 17(1)(ea), 17(1)(eb), 17(1)(ia), 17A".

**Clause 36 amended**

16. Clause 36 of the State Agreement is amended-

- (a) in clause 36(b)-

- (i) by deleting "telex" in the first place where it occurs and substituting the following-

"facsimile (to be immediately confirmed by postal or hand delivery)";

- (ii) by deleting "West Australian" and substituting the following-

"Perpetual";

- (iii) by inserting after "Trustees" the following-  
"WA";
  - (iv) by deleting "135 St George's Terrace" and substituting the following -  
"C/- Level 7, 1 Castlereagh Street";
  - (v) by deleting "Perth 6000" in the first place where it occurs, and substituting the following-  
"Sydney NSW 2000";
  - (vi) by deleting "Telex AA92516" and substituting the following-  
"Facsimile: (02) 9223 7688";
  - (vii) by deleting "Manager- Trust Services", and substituting the following-  
"National Manager- Property Trusts"
  - (viii) by inserting after "Burswood" the following-  
"Resort";
  - (ix) by deleting "8 St George's Terrace" and substituting the following-  
"40 The Esplanade"; and
  - (x) by deleting "Telex AA96577" and substituting the following-  
"Facsimile: 08 9481 0892"
- (b) in clause 36(c) -
- (i) by deleting "telex" in the first place where it occurs, and substituting the following-  
"facsimile (to be immediately confirmed by postal or hand delivery)";
  - (ii) by deleting "15th" in the first place where it occurs and substituting the following-  
"11th";

- (iii) by deleting after "15th Floor" in the first place where it occurs, the following-  
"City Mutual Tower";
- (iv) by deleting "197" in the first place where it occurs, and substituting the following-  
"216";
- (v) by deleting "Telex AA96555" and substituting the following-  
"Facsimile:(08) 9481 4613";
- (vi) by deleting "Casino Control Committee" and substituting the following-  
"Gaming Commission of Western Australia"
- (vii) by deleting "City Mutual Tower" in the second place where it occurs, and substituting the following-  
"Hyatt Centre";
- (viii) by deleting "197 St. George's Terrace" in the second place where it occurs, and substituting the following -  
"87 Adelaide Terrace";
- (ix) by deleting "Perth 6000" in the second place where it occurs, and substituting the following-  
"East Perth 6004"
- (x) by deleting "Telex: [To be advised]" and substituting the following-  
"Facsimile:(08) 9325 1636";
- (xi) by deleting "telex upon receipt of the recipients answerback" and substituting the following-  
"facsimile upon report of successful transmission to the correct facsimile number";  
and
- (xii) by deleting "telex" in the third and fourth places where it occurs, and substituting the following-  
"facsimile".



17. The State Agreement is amended by deleting "Committee" in each place where it occurs in the clauses referred to in the Table to this clause and substituting in each case the following-

"Commission".

Table

2 (definition of "Casino Gross Revenue")	15(e)
2(definition of "Commissioning")	19
2 (definition of "Committee's Nominated Representative)	20(1)
6(1)(c)	20(2)
7(8)(a)	21(d)
11(1)	21(e)
11(2)	22(2)
11(3)	23(b)
14(d)	33(2)
15(a)(B)	35(1)
15(b)(i)	35(2)
15(c)	36(b)
15(d)	36(c)

18. The State Agreement is amended by deleting "Committee's" in each place where it occurs in the clauses referred to in the Table to this subclause and substituting in each case the following-

"Commission's".

Table

2 (definition of "Committee's Nominated Representative)	
7(8)(b)	11(2)
7(8)(c)	11(3)

7(8)(d)	19
11(1)	20(1)

19. The State Agreement is amended by inserting after Schedule A, the following-

"SCHEDULE B

(Clause 17A - Mandatory Articles)

1. (1) The articles of association of any Approved Company must:
  - (a) impose restrictions on the issue, acquisition and ownership (including joint ownership) of shares in the Approved Company so as to prevent foreign persons having relevant interests in shares in the Approved Company that represent, in total, more than 40% of the voting shares of the issued share capital of the Approved Company provided that the Minister may by notice to the Approved Company exempt any existing or future holding of shares in the Approved Company by a specified Person from the provisions of this paragraph for a period specified in the notice and during that period those shares shall be disregarded for the purposes of this paragraph; and
  - (b) impose restrictions on the issue, acquisition and ownership (including joint ownership) of shares in the Approved Company so as to prevent an individual Person having relevant interests in shares in the Approved Company that represent more than 10% of the voting shares of the issued share capital of the Approved Company provided that the Minister may by notice to the Approved Company exempt any existing or future holding of shares in the Approved Company by a specified Person from the provisions of this paragraph for a period specified in the notice and during that period those shares shall be disregarded for the purposes of this paragraph; and
  - (c) impose restrictions on the counting of votes in respect of the appointment, replacement and removal of a director of the Approved Company so as to prevent the votes attaching to all substantial foreign shareholdings being counted in respect of the appointment, replacement or

- removal of more than one-third of the directors of the Approved Company who hold office at any particular time, so that at any particular time not less than two thirds of the directors of the Approved Company have been appointed by a resolution of shareholders in respect of which no votes attaching to any substantial foreign shareholding was counted; and
- (d) confer the following powers on the directors of the Approved Company to enable the directors to enforce the restrictions referred to in paragraphs (a), (b) and (c);
    - (i) the power to do anything necessary to effect the transfer of shares or divestment held by a Person;
    - (ii) the power to remove or limit the right of a Person to exercise voting rights attached to voting shares;
    - (iii) subject to the Corporations Law, the power to end the appointment of a person to the office of director of the Approved Company;
    - (iv) the power to suspend dividend rights attaching to a share; and
    - (v) the power to require or cause the divestiture of shares held by a Person"; and
  - (e) without the prior approval of the Minister, prohibit the Approved Company from taking any action to bring about a change of its company name to a name that does not include the word "Burswood"; and
  - (f) require that the head office of the Approved Company always be located in Western Australia; and
  - (g) prohibiting any one shareholder of the Approved Company nominating or appointing more than one member of the Board of Directors of the Approved Company; and
  - (h) require that, at all times, at least two-thirds of the directors of the Approved Company are Australian citizens; and

- (i) require that, at a meeting of the board of directors of the Approved Company, the director presiding at the meeting (however described) must be an Australian citizen; and
  - (j) prohibit the Approved Company, at all times, from taking any action to become incorporated outside Australia; and
  - (k) the appointment of the auditors of the Approved Company to be in accordance with the provisions of the Corporations Law but no person shall be appointed as such auditor unless that person's appointment has first been approved by the Minister;
  - (l) include provisions in the same terms as clauses 19 and 20 as if references in those clauses to the Burswood Property Trust were references to the Approved Company.
- (2) For the purposes of this Schedule, a person has a relevant interest in a share if, and only if, the person would be taken because of Division 5 of Part 1.2 of the Corporations Law to have a relevant interest in the share if section 33 of that Law were disregarded.
- (3) For the purposes of this Schedule, the question whether a person who is not an Australian citizen is ordinarily resident in Australia at a particular time is to be determined in the same manner as that question is determined under the *Foreign Acquisitions and Takeovers Act 1975 (Commonwealth)*.
- (4) For the purposes of this Schedule, a reference to a substantial foreign shareholding is a reference to a shareholding of 10% or more of the voting shares in the Approved Company in which a particular foreign person has a relevant interest.
- (5) In this Schedule -
- "Australian citizen"** has the same meaning as in the *Australian Citizenship Act 1948 (Commonwealth)*;
- "Australian person"** means:
- (a) an individual who is an Australian citizen or is ordinarily resident in Australia; or
  - (b) the Commonwealth, a State or a Territory; or

- (c) a person who is a nominee of the Commonwealth or of a State or a Territory; or
- (d) a Commonwealth, State or Territory authority; or
- (e) a person who is a nominee of a Commonwealth, State or Territory authority; or
- (f) a local government body (whether incorporated or not) formed by or under a law of a State or a Territory; or
- (g) a person who is a nominee of a local government body referred to in paragraph (f); or
- (h) a body corporate that:
  - (i) is incorporated by or under a law of the Commonwealth or of a State or a Territory; and
  - (ii) is substantially owned and effectively controlled by persons referred to in paragraph (a), (b), (c), (d), (e), (f), (g) or (i); or
- (i) a person in the capacity of a trustee, or manager, of a fund in which the total interests (if any) of persons referred to in paragraph (a), (b), (c), (d), (e), (f), (g) or (h) represent 80% or more of the total interests in the fund;

**"company name"**, in relation to an Approved Company, has the same meaning as in the Corporations Law;

**"Corporations Law"** means the Corporations Law of the Commonwealth of Australia as applying in each State and Territory of Australia;

**"foreign person"** means a person who is not an Australian person;

**"head office"**, in relation to an Approved Company, means the place of business of the Approved Company where central management and control are exercised.

**AS WITNESS** the execution of this Agreement by or on behalf of the parties the day and year first hereinbefore written.

SIGNED by **THE HONOURABLE** )  
**GEORGE MAXWELL EVANS MBE,** )  
FCA, MLC for and on behalf of the ) **G M EVANS**  
State of Western Australia in the )  
presence of: )

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WILLIAM JOHN SHEPHERD

SIGNED by **ROBERT PETER JENKINS** )  
for and on behalf of Perpetual )  
Trustees W.A. Ltd. under Power )  
of Attorney dated 5 June 1997 )

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R JENKINS

THE COMMON SEAL of **BURSWOOD** )  
**RESORT (MANAGEMENT) LIMITED** )  
(ACN 009 396 9450) was hereunto ) **C.S.**  
affixed by authority of the Board )  
of Directors in the presence of )

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Director DONALD MICHAEL WATT

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Secretary YEW SENG KWA

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