

Notification of
Amendment
of Casino Licence under
section 22 of the Casino
Control Act

Dated 5 June 2009

Casino, Liquor and Gaming Control Authority, a statutory corporation
constituted by the *Casino, Liquor and Gaming Control Authority Act 2007*
(NSW)

Notification of Amendment of Casino Licence under section 22 of the Casino Control Act

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Notification of Amendment of Casino Licence under section 22 of the Casino Control Act Details

Issuing entity	Casino, Liquor and Gaming Control Authority	
	Name	Casino, Liquor and Gaming Control Authority
		A statutory corporation constituted by the Casino, Liquor and Gaming Control Authority Act 2007 (NSW)
	Address	Level 17, Kent Street, Sydney New South Wales, Australia
	Telephone	
	Fax	
	Attention	

Notification of Amendment of Casino Licence under section 22 of the Casino Control Act General terms

1 Definitions

1.1 Definitions

The following words have the following meanings in this Notification of Amendment unless the contrary intention appears:

Act means the *Casino Control Act 1992* (NSW)

Amended Casino Licence means the Casino Licence on the terms and conditions set out in Annexure 2 to this Notification of Amendment.

Authority means:

- (a) in respect of any act, omission, matter or thing which occurred prior to the Authority Reorganisation Date, the Casino Control Authority, a statutory body constituted under the Act, as the Act existed on 22 April 1994; or
- (b) otherwise, the Casino, Liquor and Gaming Control Authority, a New South Wales Government agency constituted under the *Casino, Liquor and Gaming Authority Act 2007* (NSW).

Authority Reorganisation Date means the date on which the Casino, Liquor and Gaming Control Authority constituted under the *Casino, Liquor and Gaming Control Authority Act 2007* (NSW) came into existence, being 1 July 2008

Casino Licence means a licence granted pursuant to section 18 of the Act.

Effective Date means the date on which the Amended Casino Licence comes into effect, for the purposes of section 22(5) of the Act.

Licensee means Star City Pty Ltd ABN 25 060 510 410 (previously known as Sydney Harbour Casino Pty. Limited).

Notification of Amendment means this document issued by the Authority to the Licensee.

Original Casino Licence means the Casino Licence granted by the Authority on 14 December 1994 to Sydney Harbour Casino Pty Ltd (as it was then known), on the terms set out in Annexure 1 to this Notification of Amendment.

2 Amendment under section 22 of the Act

2.1 Original Casino Licence

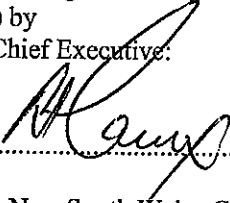
The Authority acknowledges that the Original Casino Licence was granted to the Licensee by the Authority on 14 December 1994 and remains in full force and effect until the day before the Effective Date.

2.2 Amended Casino Licence

The purpose of this Notification of Amendment is to provide the Licensee with notification that, pursuant to section 22(2) of the Act, the Authority has amended the conditions of the Original Casino Licence, such that, from the Effective Date, the licence is on the terms and conditions of the Amended Casino Licence.

THE SEAL of NEW SOUTH WALES
CASINO, LIQUOR AND GAMING
CONTROL AUTHORITY was
duly affixed in accordance with section 41
of the Casino, Liquor and Gaming Control
Authority Act 2007 (NSW) by
and in the presence of the Chief Executive:




.....
Ron Harrex
Chief Executive, New South Wales Casino, Liquor and Gaming
Control Authority

DATED: 5 June 2009

CLAYTON UTZ

Annexure A - Original Casino Licence

SHC: Casino Licence

The NEW SOUTH WALES CASINO CONTROL AUTHORITY, a statutory corporation constituted by the Casino Control Act (NSW) (Act) DOES HEREBY GRANT, pursuant to Section 18 of the Act, to Sydney Harbour Casino Pty. Limited, ACN 060 510 410, a company duly incorporated pursuant to the laws of New South Wales, a licence to operate the Casino (as defined in paragraph 1.1) for a period, at the location and on and subject to the conditions hereinafter appearing

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Our reference 165/16469/80078161

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Operative Provisions

1 Definitions and interpretation

1.1 Definitions

In this instrument, unless the context or subject matter clearly requires to the contrary:

Act means the Casino Control Act 1992 (New South Wales).

Business Day means any day (other than a Saturday, Sunday or public holiday recognised in Sydney and generally throughout the State of New South Wales).

Casino means:

- (a) for the Temporary Period, that part of the Temporary Site enclosed by the boundaries specified in Schedule 1; and
- (b) for the Permanent Period, that part of the Permanent Site enclosed by the boundaries specified in Schedule 2.

Commencement Date means the date of this instrument.

Compliance Deed means the deed so entitled between the Authority of the one part and the Application Parties (as therein defined) of the other part dated 22 April 1994.

Condition or condition means a condition or term of the Licence.

Licence means the licence to operate the Casino granted by the Authority to the Licensee and constituted by this instrument, as amended from time to time.

Licence Cancellation Date means the date which is the earliest of:

- (a) the date which is 99 years after the Commencement Date;
- (b) the date and time (if any) upon and at which the Authority cancels the Licence; and
- (c) the date and time (if any) upon and at which a surrender of the Licence by the Licensee under section 27(1) takes effect pursuant to a consent by the Authority under section 27(2).

Licensee means Sydney Harbour Casino Pty. Limited, ACN 060 510 410.

Period of Licence means the period from and including the Commencement Date up to and including the Licence Cancellation Date.

Permanent Period means that part (if any) of the Period of Licence commencing on the Lease Commencement Date for the Permanent Site (Freehold Lease) (as defined in the Permanent Site Construction Lease) and ending on the Licence Cancellation Date.

Permanent Site has the same meaning as **Land** in the Permanent Site Construction Lease.

Suspension Period means any period during which the Licence is suspended by the Authority pursuant to section 23(4).

Temporary Period means that part of the Period of Licence from and including the Commencement Date and ending immediately prior to the Lease Commencement Date for the Permanent Site (Freehold Lease) (as defined in the Permanent Site Construction Lease).

Temporary Site has the same meaning as **Land** in the Temporary Site Construction Sub-Lease.

1.2 Interpretation

- (a) In this instrument unless the context or subject matter clearly requires to the contrary:
- (i) a reference to this instrument, or any guideline, regulation, direction, agreement, arrangement, understanding, deed, document or instrument includes this instrument or that guideline, regulation, direction, agreement, arrangement, understanding, deed, document or instrument as amended, supplemented, novated, assigned replaced or varied from time to time;
 - (ii) a reference to the singular includes a reference to the plural and vice versa and words denoting a given gender shall include all other genders;
 - (iii) a reference to a person includes a reference to an individual, firm, company, corporation, body corporate, statutory body, body politic, trust, partnership, joint venture, association whether incorporated or unincorporated or an authority as the case may be;
 - (iv) a reference to a person includes a reference to that person's executors, administrators, successors, permitted substitutes and permitted assigns (including any person taking by way of novation);
 - (v) a reference to any legislation, statute, ordinance, code or other law or to any section or provision thereof includes all ordinances, by-laws, regulations, rules, rulings, directions, licences, permits and orders and other statutory instruments issued thereunder and any modifications, consolidations, re-enactments, replacements and substitutions of any of them;
 - (vi) headings are for convenience only and shall not affect interpretation;
 - (vii) a reference to a Condition or Schedule is a reference to a Condition of or Schedule to this instrument and the Schedules form part of this instrument as if set out in the body hereof;

- (viii) where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of such word or part of speech has a corresponding meaning;
 - (ix) a reference to any monetary amount or payment to be made hereunder is a reference to an Australian dollar amount or payment in Australian dollars as the case may require;
 - (x) a reference to a section or Part is a reference to a section or Part of the Act;
 - (xi) where a reference is made to any body or authority which has ceased to exist, such reference shall be deemed a reference to the body or authority as then serves substantially the same objects as that body or authority and any reference to the president or secretary-general of such body or authority shall in the absence of a president or secretary-general be read as a reference to the senior officer for the time being of the body or authority and/or such other person fulfilling the relevant duties of president or secretary-general; and
 - (xii) where an act, matter or thing required to be done by this instrument fails to be done on a day which is not a Business Day that act, matter or thing must be done on the next day which is a Business Day.
- (b) Terms used but not defined in this instrument shall have the same meaning as ascribed thereto in the Act or the Compliance Deed (as the case may be).

2 Nature of Licence

The Licence does not confer any right of property and is incapable of being assigned, mortgaged, charged or otherwise encumbered.

3 Force and effect

The Licence takes force on and from the Commencement Date and thereafter for the Period of the Licence except that it will be of no effect for the purposes only of section 4 during any Suspension Period.

4 Period of grant

The Licence is granted for the Period of the Licence.

5 Amendments

The Licence may be amended in accordance with sections 22 or 23.

6 Inconsistency

Where any Condition or Conditions would but for this Condition be found by a court or tribunal of law of competent jurisdiction to be inconsistent with a provision of the Act within the meaning of section 22(1), then such condition or conditions (as the case may be) shall be read down to such extent as may be necessary to ensure that it is not so inconsistent and as may be reasonable in all the circumstances so as to give it as full and as valid an operation as possible. In the event that the condition or conditions cannot be so read down, it shall be deemed void and severable and shall be deemed deleted from this Licence to the same extent and effect as if never incorporated herein. If any condition of this Licence is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the condition unenforceable, then the condition shall have the meaning which renders it enforceable to the fullest extent.

7 Payment of moneys

The Licensee must comply with its obligations under section 16(4) and with all other monetary and non-monetary requirements in connection with its application for licence, including without limitation the payment of all moneys required pursuant to sections 9(5) and 10(4)(b).

8 Compliance with section 29 directions

The Licensee must comply with all directions given by the Authority pursuant to section 29(1).

9 Change in state of affairs

The Licensee must comply with section 35(2).

10 Controlled and Notifiable Contracts

- (a) The Licensee must comply with section 37;
- (b) It is a Condition that any person the subject of a direction given by the Authority pursuant to section 38(1) complies with section 37.

11 Association or employment

- (a) The Licensee must comply with its obligations under section 61(1).
- (b) The Licensee must comply with its obligations under section 62(1) and must comply with the requirements of all notices given under section 62;
- (c) The Licensee must comply with its obligations under section 64(1).

12 Casino operations

- (a) Gaming is not to be conducted in the Casino unless the facilities provided in relation to the conduct and monitoring of operations in the Casino are in accordance with plans, diagrams and specifications that are for the time being approved by the Authority under section 65;
- (b) The Licensee must not permit a game to be conducted or played in the Casino unless:
 - (i) there is an order in force under section 66; and
 - (ii) the game is conducted or played in accordance with the rules of the game approved by such an order;
- (c) The Licensee must comply with any direction for the time being in force under section 67;
- (d) The Licensee must comply with all directions given by the Authority pursuant to section 69(1);
- (e) The Licensee must comply with section 70;
- (f) The Casino is to be open to the public for gaming in accordance with the Act on such days and at such times as are for the time being directed by the Authority by order in writing served on the Licensee pursuant to section 71(1);
- (g) The Casino is to be closed to the public on the days and at the times specified in section 71(2);
- (h) The Licensee must comply with its obligations under section 72(1);
- (i) The Licensee must comply with its obligations under section 73;
- (j) The Licensee must not contravene section 74(1) and must not cause, permit, suffer or allow an agent of the Licensee or a casino employee to contravene such section;
- (k) The Licensee must ensure that section 74(3) is not contravened;
- (l) The Licensee must comply with its obligations under section 75(6);
- (m) The Licensee must comply with its obligations under section 79(4);
- (n) The Licensee must comply with all directions given by the Commissioner of Police pursuant to section 81(1);
- (o) The Licensee must comply with its obligations under sections 83(1) and 83(2).

13 Minors

- (a) The Licensee must comply with its obligations under section 98(1);

14 Casino duty and community benefit levy

- (a) The Licensee must pay the amount of any duty, levy or interest payable under Part 8 of the Act pursuant to section 120.

15 Casino accounting and internal controls

- (a) The Licensee must comply with its obligations under section 124(4);
- (b) The Licensee must comply with its obligations under section 126(1);
- (c) The Licensee must comply with its obligations under sections 127(1), 128, 129(1), 130 and 131;
- (d) It is a Condition that any person the subject of a direction given by the Authority pursuant to section 132(1) complies with Part 9 of the Act.

16 Provision of certain information

The Licensee must comply with a direction given pursuant to section 149.

17 Project documents

Each of the provisions of the Project Documents listed below provides for specified obligations (namely any obligation the breach of which has given rise to an Obligation Default as defined in that Project Document) imposed by that Project Document to be considered to be conditions of this Licence (namely Obligation Licence Conditions as defined in that Project Document) and those provisions take effect accordingly:

- (a) clause 16.2 of the Continuity and Co-operation Agreement;
- (b) clause 19.4 of the Casino Operations Agreement;
- (c) clause 5.3 of the Obligations Default Deed;
- (d) clause 9.2 of the Casino Taxes Agreement;
- (e) clause 9.3(b) of the CCA Charge.

Schedule 1 Boundaries of Casino for Temporary Period

The boundaries of the Casino for the Temporary Period are delineated in dashed blue line on the plans which are headed "Temporary Casino Boundaries" and dated the Commencement Date each of which is initialled for identification purposes by the Chief Executive of the Authority and available for inspection by the Licensee at the address of the Authority during business hours.

Schedule 2 Boundaries of Casino for Permanent Period

The boundaries of the Casino for the Permanent Period are delineated in dashed blue line on the plans which are headed "Permanent Casino Boundaries" and dated the Commencement Date each of which is initialled for identification purposes by the Chief Executive of the Authority and available for inspection by the Licensee at the address of the Authority during business hours.

THE SEAL of NEW SOUTH WALES)
CASINO CONTROL AUTHORITY was)
duly affixed in accordance with section 152)
of the Casino Control Act 1992 (NSW) by)
and in the presence of the Chief Executive:)

.....
Lindsay Le Compte
Chief Executive, New South Wales Casino
Control Authority

Annexure B - Amended Casino Licence

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Operative Provisions

1 Definitions and interpretation

1.1 Definitions

In this instrument, unless the context or subject matter clearly requires to the contrary:

Act means the Casino Control Act 1992 (New South Wales).

Business Day means any day (other than a Saturday, Sunday or public holiday recognised in Sydney and generally throughout the State of New South Wales).

Casino means the area enclosed by the boundaries defined by the Authority under section 19 of the Act, as redefined from time to time. As at the Effective Date the Casino is the area enclosed by the boundaries specified in Schedule 1.

Commencement Date means 14 December 1994.

Compliance Deed means the deed so entitled between the Authority of the one part and the Application Parties (as therein defined) of the other part dated 22 April 1994 as amended and restated between certain parties by the Amended and Restated Compliance Deed dated on or around the Effective Date.

Condition or condition means a condition or term of the Licence.

Effective Date has the same meaning as in the Notification of Amendment of Casino Licence under section 22 of the Casino Control Act, the document to which this Amended Casino Licence is Annexure B

Licence means the licence to operate the Casino granted by the Authority to the Licensee and constituted by this instrument, as amended from time to time.

Licence Cancellation Date means the date which is the earliest of:

- (a) the date which is 99 years after the Commencement Date;
- (b) the date and time (if any) upon and at which the Authority cancels the Licence; and
- (c) the date and time (if any) upon and at which a surrender of the Licence by the Licensee under section 27(1) takes effect pursuant to a consent by the Authority under section 27(2).

Licensee means Star City Pty Ltd (previously known as Sydney Harbour Casino Pty. Limited), ABN 25 060 510 410.

Period of Licence means the period from and including the Commencement Date up to and including the Licence Cancellation Date.

Suspension Period means any period during which the Licence is suspended by the Authority pursuant to section 23(4).

1.2 Interpretation

- (a) In this instrument unless the context or subject matter clearly requires to the contrary:
- (i) a reference to this instrument, or any guideline, regulation, direction, agreement, arrangement, understanding, deed, document or instrument includes this instrument or that guideline, regulation, direction, agreement, arrangement, understanding, deed, document or instrument as amended, supplemented, novated, assigned replaced or varied from time to time;
 - (ii) a reference to the singular includes a reference to the plural and vice versa and words denoting a given gender shall include all other genders;
 - (iii) a reference to a person includes a reference to an individual, firm, company, corporation, body corporate, statutory body, body politic, trust, partnership, joint venture, association whether incorporated or unincorporated or an authority as the case may be;
 - (iv) a reference to a person includes a reference to that person's executors, administrators, successors, permitted substitutes and permitted assigns (including any person taking by way of novation);
 - (v) a reference to any legislation, statute, ordinance, code or other law or to any section or provision thereof includes all ordinances, by-laws, regulations, rules, rulings, directions, licences, permits and orders and other statutory instruments issued thereunder and any modifications, consolidations, re-enactments, replacements and substitutions of any of them;
 - (vi) headings are for convenience only and shall not affect interpretation;
 - (vii) a reference to a Condition or Schedule is a reference to a Condition of or Schedule to this instrument and the Schedules form part of this instrument as if set out in the body hereof;
 - (viii) where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of such word or part of speech has a corresponding meaning;
 - (ix) a reference to any monetary amount or payment to be made hereunder is a reference to an Australian dollar amount or payment in Australian dollars as the case may require;
 - (x) a reference to a section or Part is a reference to a section or Part of the Act;

- (xi) where a reference is made to any body or authority which has ceased to exist, such reference shall be deemed a reference to the body or authority as then serves substantially the same objects as that body or authority and any reference to the president or secretary-general of such body or authority shall in the absence of a president or secretary-general be read as a reference to the senior officer for the time being of the body or authority and/or such other person fulfilling the relevant duties of president or secretary-general; and
 - (xii) where an act, matter or thing required to be done by this instrument fails to be done on a day which is not a Business Day that act, matter or thing must be done on the next day which is a Business Day.
- (b) Terms used but not defined in this instrument shall have the same meaning as ascribed thereto in the Act or the Compliance Deed (as the case may be).

2 Nature of Licence

The Licence does not confer any right of property and is incapable of being assigned, mortgaged, charged or otherwise encumbered.

3 Force and effect

The Licence takes force on and from the Commencement Date and thereafter for the Period of the Licence except that it will be of no effect for the purposes only of clause 4 during any Suspension Period.

4 Period of grant

The Licence is granted for the Period of the Licence.

5 Amendments

The Licence may be amended in accordance with sections 22 or 23.

6 Inconsistency

Where any Condition or Conditions would but for this Condition be found by a court or tribunal of law of competent jurisdiction to be inconsistent with a provision of the Act within the meaning of section 22(1), then such condition or conditions (as the case may be) shall be read down to such extent as may be necessary to ensure that it is not so inconsistent and as may be reasonable in all the circumstances so as to give it as full and as valid an operation as possible. In the event that the condition or conditions cannot be so read down, it shall be deemed void and severable and shall be deemed deleted from this Licence to the same extent and effect as if never incorporated herein. If any condition of this Licence is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the

condition unenforceable, then the condition shall have the meaning which renders it enforceable to the fullest extent.

7 Payment of moneys

The Licensee must comply with its obligations under section 16(4) and with all other monetary and non-monetary requirements in connection with its application for licence, including without limitation the payment of all moneys required pursuant to sections 9(5) and 10(4)(b).

8 Compliance with section 29 directions

The Licensee must comply with all directions given by the Authority pursuant to section 29(1).

9 Change in state of affairs

The Licensee must comply with section 35(2).

10 Controlled and Notifiable Contracts

- (a) The Licensee must comply with section 37;
- (b) It is a Condition that any person the subject of a direction given by the Authority pursuant to section 38(1) complies with section 37.

11 Association or employment

- (a) The Licensee must comply with its obligations under section 61(1).
- (b) The Licensee must comply with its obligations under section 62(1) and must comply with the requirements of all notices given under section 62;
- (c) The Licensee must comply with its obligations under section 64(1).

12 Casino operations

- (a) Gaming is not to be conducted in the Casino unless the facilities provided in relation to the conduct and monitoring of operations in the Casino are in accordance with plans, diagrams and specifications that are for the time being approved by the Authority under section 65;
- (b) The Licensee must not permit a game to be conducted or played in the Casino unless:
 - (i) there is an order in force under section 66; and
 - (ii) the game is conducted or played in accordance with the rules of the game approved by such an order;

- (c) The Licensee must comply with any direction for the time being in force under section 67;
- (d) The Licensee must comply with all directions given by the Authority pursuant to section 69(1);
- (e) The Licensee must comply with section 70;
- (f) The Licensee must comply with section 70A(1) and 70A(3);
- (g) The Casino is to be open to the public for gaming in accordance with the Act on such days and at such times as are for the time being directed by the Authority by order in writing served on the Licensee pursuant to section 71(1);
- (h) The Casino is to be closed to the public on the days and at the times specified in section 71(2);
- (i) The Licensee must comply with its obligations under section 72(1);
- (j) The Licensee must comply with its obligations under section 72A(1);
- (k) The Licensee must comply with its obligations under section 73;
- (l) The Licensee must not contravene section 74(1) and must not cause, permit, suffer or allow an agent of the Licensee or a casino employee to contravene such section;
- (m) The Licensee must ensure that section 74(3) is not contravened;
- (n) The Licensee must comply with its obligations under section 75(6);
- (o) The Licensee must comply with its obligations under section 79(4);
- (p) The Licensee must comply with all directions given by the Commissioner of Police pursuant to section 81(1);
- (q) The Licensee must comply with its obligations under sections 83(1) and 83(2).

13 Minors

- (a) The Licensee must comply with its obligations under section 98(1);

14 Casino duty and responsible gambling levy

- (a) The Licensee must pay the amount of any duty, levy or interest payable under Part 8 of the Act pursuant to section 120.

15 Casino accounting and internal controls

- (a) The Licensee must comply with its obligations under section 124(4);
- (b) The Licensee must comply with its obligations under section 126(1);

- (c) The Licensee must comply with its obligations under sections 127(1), 128, 129(1), 130 and 131;
- (d) It is a Condition that any person the subject of a direction given by the Authority pursuant to section 132(1) complies with Part 9 of the Act.

16 Provision of certain information

The Licensee must comply with a direction given pursuant to section 149.

17 Project documents

Each of the provisions of the Project Documents listed below provides for specified obligations (namely any obligation the breach of which has given rise to an Obligation Default as defined in that Project Document) imposed by that Project Document to be considered to be conditions of this Licence (namely Obligation Licence Conditions as defined in that Project Document) and those provisions take effect accordingly:

- (a) clause 11.2 of the Continuity and Co-operation Agreement;
- (b) clause 19.4 of the Casino Operations Agreement;
- (c) clause 8.2 of the Casino Taxes Agreement;
- (d) clause 9.3(b) of the CCA Charge.

Schedule 1 Boundaries of Casino

The boundaries of the Casino are delineated by a blue line on the plans which are entitled:

- L01 Floor Plan drawing SCL01001, approved 30 April 2009;
- L02 Floor Plan drawing SCL02001, approved 25 July 2006;
- L03 Floor Plan drawing SCL03001, approved 30 June 2008; and
- L04 Floor Plan drawing SCL04004, approved 25 April 2008,

each of which is initialled for identification purposes by or on behalf of the Chief Executive of the Authority and available for inspection by the Licensee at the address of the Authority during business hours.

