



THE STAR

ASX Announcement

17 October 2022

DISCIPLINARY ACTION AND APPOINTMENT OF CASINO MANAGER BY NSW INDEPENDENT CASINO COMMISSION

Further to the announcement of 27 September 2022 by The Star Entertainment Group Limited (ASX code: SGR) (**TSEG**), The Star Pty Limited (**The Star**), NSW casino licence holder and wholly owned subsidiary of TSEG, has received written notice from the NSW Independent Casino Commission (**NICC**) under section 23(4)(a) of the *Casino Control Act 1992 (NSW)* (**Act**) of the following disciplinary action (**Section 23 Notice**):

- (a) The Star will, with regards to the matters identified in the Bell Report, pay a total pecuniary penalty of \$100 million, on a timetable yet to be agreed by NICC; and
- (b) The Star's casino licence will be suspended indefinitely with effect from 9am, Friday 21 October 2022.

The Star has also received written notice from NICC under section 28 (**Section 28 Notice**) that, with effect from 9am, Friday 21 October 2022, NICC will appoint Mr Nicholas Weeks as manager of the Sydney casino under section 28 of the Act (**Manager**) for a period of 90 days (subject to extension by regulation). On that basis, The Star Sydney casino (**Sydney casino**) will remain open and operating, and it is anticipated that staff at The Star will be unaffected by the appointment of the Manager.

Attached are copies of:

- a letter from NICC (with execution page removed);
- the Section 23 Notice and the Section 28 Notice;
- the signed Deed of Appointment of Manager (with personal information redacted and execution page removed); and
- the signed Deed of Indemnity of Manager (with personal information redacted and execution page removed).

In summary, and as reflected in the attached documents:

- the Manager will have full control of and responsibility for the Sydney casino business, however, it is expected he will work closely with management of TSEG to manage the operations of the Sydney casino as a going concern with regards to the matters identified in the Bell Report;
- the NICC acknowledges that it is the Manager's present intention, subject to the Act, to operate the Sydney casino in a manner that is broadly consistent with the manner in which the former casino operator operated the casino, except for such departures as the Manager considers necessary or appropriate to address matters identified in the Bell Review or are

otherwise necessary or appropriate to address risks to the integrity of the casino, or departures initiated to ensure the casino is operated in a manner that complies with applicable laws and regulatory requirements;

- the NICC has resolved to approve payment of net earnings of the Sydney casino operations to The Star (after payment of the Manager’s costs and expenses from gross earnings);
- TSEG and The Star will, under the supervision of the Manager, continue to implement the Remediation Plan (as detailed in the announcement of 27 September 2022, as may be updated in consultation with the Manager and the NICC);
- the Manager’s powers in relation to The Star’s assets are limited to the extent those assets are required to be made available for the ongoing operation of the Sydney casino;
- TSEG and The Star have agreed to provide an indemnity to Mr Weeks with respect to his role; and
- the NICC has advised the suspension period will enable the exploration between the NICC, The Star and TSEG of the possibility that The Star demonstrates to the NICC it may become suitable to hold a casino licence.

Authorised by:

Board of Directors

For more information contact:

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NSW Independent Casino Commission

17 October 2022

DOC22/204628

Ben Heap
Interim Executive Chairman
The Star Pty Ltd

By email: [REDACTED]

Dear Mr Heap

The manager and payment of net earnings to The Star Pty Ltd ('The Star' or 'the former operator') pursuant to section 28(7)(a) of the *Casino Control Act 1992 (NSW)* ('Act')

We refer to the notice issued to The Star dated 17 October 2022 pursuant to which the NSW Independent Casino Commission (**NICC**) notified The Star that, amongst other things, Nicholas Weeks is appointed, by instrument in writing, namely by deed of appointment dated 17 October 2022, as manager of the casino operated by The Star in Pymont under and for the purpose of section 28 of the Act.

Without limiting his powers or duties under the Act, the NICC expects a primary focus of the manager during the period of his appointment will be to work closely with the former operator, The Star Entertainment Group Limited (**TSEG**) and its subsidiaries (as necessary and appropriate) to manage the operations of the casino in a way that has regard to the matters of concern identified in the Bell Report regarding certain aspects of the former operator's casino operations.

The NICC expects that the former operator, TSEG and its subsidiaries will, throughout the course of the manager's appointment:

- (a) cooperate with the manager;
- (b) comply with all reasonable requests and directions of the manager in a timely manner;
- (c) keep the manager fully and proactively informed about all matters relevant to the management of the casino;
- (d) comply with any obligations under the Continuity and Co-Operation Agreement dated 5 June 2009 to the extent applicable and required by the Manager; and
- (e) do all that is reasonably practicable to support and enable the manager to perform the role set out in the Deed of Appointment, including without limitation to provide access to any necessary assets, infrastructure, systems and services, employees, management staff and other resources.

During the period of his control, the manager is to be considered to be the holder of a casino licence on the same terms and subject to the same conditions as the licence held by The Star immediately prior to suspension. The manager will assume full control of and responsibility

for the business of the former casino operator in respect of the casino, will conduct or cause to be conducted casino operations in accordance with the Act and will have, in connection with the conduct of those operations, all the functions of the former operator.

However, for the avoidance of doubt, the manager will have no power or control over the assets of the former operator or TSEG, except to the extent those assets are required to be made available to him by the former casino operator for the ongoing operation of the casino. To avoid doubt, it is not intended that the manager dispose of such assets but that he operate the casino as a going concern.

Provided The Star and TSEG comply with the expectations described in this letter, the NICC understands that it is the manager's present intention, subject to the Act, to operate the casino in a manner that is broadly consistent with the manner in which the former casino operator operated the casino, except for such departures as the manager considers necessary or appropriate to address matters identified in the Bell Inquiry or are otherwise necessary or appropriate to address risks to the integrity of the casino, or departures initiated to ensure the casino is operated in a manner that complies with applicable laws and regulatory requirements.

It can also be anticipated that the period during which the manager has control will enable the exploration between the NICC and the operator and TSEG of the possibility that the former operator may be capable of demonstrating to the NICC it may become suitable to hold a casino licence. We expect that the manager's views will be sought by the NICC in relation to this matter.

On the basis that the casino is operating during the period of managership, provided the manager is given a full indemnity by the former casino operator and is paid all of his costs and expenses out of the gross earnings of the casino operations, the NICC has resolved, for the purposes of section 28(7)(a) of the Act, to approve payment of net earnings of the casino operations to the former operator.

Please indicate the acceptance of The Star and TSEG of the contents of this letter below.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Philip Crawford', is written over a light blue horizontal line.

Philip Crawford
Chief Commissioner
For and on behalf of the **NSW Independent Casino Commission**

NSW Independent Casino Commission

17 October 2022

DOC22/204633

Ben Heap
Interim Executive Chairman
The Star Pty Ltd
Level 3, 159 William Street
Brisbane QLD 4000

By hand and email: [REDACTED]

Dear Mr Heap

Notice under section 23(4)(a) of the *Casino Control Act 1992* ('the Act')

Enclosed for your attention is a notice issued to The Star Pty Ltd (ACN 060 510 410) pursuant to section 23(4)(a) of the Act.

Yours sincerely



Philip Crawford
Chief Commissioner
For and on behalf of the **NSW Independent Casino Commission**

NSW Independent Casino Commission

NOTICE UNDER SECTION 23(4) OF THE CASINO CONTROL ACT 1992 (ACT)

FROM: NEW SOUTH WALES INDEPENDENT CASINO COMMISSION (NICC)

TO: THE STAR PTY LIMITED (ACN 060 510 410) (THE STAR)

DATE: 17 October 2022

BACKGROUND:

1. On 13 September 2022, the NICC issued The Star a Notice under section 23(2) of the Act (**Notice**).
2. On 26 September 2022, The Star responded to the Notice by letter attaching:
 - (a) submissions titled “*The Path to Suitability*”;
 - (b) a draft enforceable undertaking;
 - (c) a summary of actions taken by The Star since the Inquiry;
 - (d) a summary of the principles applicable to disciplinary action; and
 - (e) a draft remediation plan.

DETERMINATION:

3. The NICC has considered The Star’s response, including all attachments.
4. In all the circumstances, however, including having regard to the primary objects set out in section 4A of the Act and the objects of the NICC set out in section 140 of the Act, the NICC is satisfied that, for the reasons set out in its notice dated 13 September 2022:
 - (a) The Star (whether by itself, its agents or employees) has contravened provisions of the Act and its casino licence;
 - (b) The Star is no longer a suitable person to give effect to its casino licence and the Act;
 - (c) it is no longer in the public interest that The Star’s casino licence should remain in force.
5. Further, the NICC has determined that in all the circumstances it is appropriate that certain disciplinary action be taken against The Star pursuant to section 23 of the Act, namely the cancellation or suspension of its casino licence and the imposition of a pecuniary penalty.
6. In determining to suspend indefinitely rather than cancel The Star’s casino licence, the NICC has taken into account that in due course The Star may be able to satisfy the NICC that, with appropriate remedial action, it ought to be permitted to return to gaming in accordance with the provisions of its casino licence; and also the possibility that if a manager is appointed under section 28 of the Act, gaming may be able to continue in the

casino whilst those remedial steps are taken. The NICC has also considered the broader public interest involved in any cancellation or suspension of The Star's casino licence.

7. In all the circumstances, the NICC has determined that it is appropriate to suspend The Star's casino licence and that this suspension should be on an indefinite basis; and to impose a pecuniary penalty of \$100 million.
8. The NICC is also satisfied that it is appropriate that the disciplinary action set out above should be taken and that it is not appropriate to take alternative action under section 24 of the Act.

THE NICC HEREBY GIVES YOU NOTICE PURSUANT TO SECTION 23(4)(a) OF THE ACT THAT:

- 1. THE STAR'S CASINO LICENCE IS SUSPENDED INDEFINITELY WITH EFFECT FROM 9AM ON FRIDAY 21 OCTOBER 2022, PURSUANT TO SECTION 23(1)(a) OF THE ACT; AND**
- 2. A PECUNIARY PENALTY OF \$100 MILLION IS IMPOSED UPON THE STAR PURSUANT TO SECTION 23(1)(b) OF THE ACT.**



PHILIP CRAWFORD, CHIEF COMMISSIONER, NEW SOUTH WALES INDEPENDENT CASINO COMMISSION

NSW Independent Casino Commission

17 October 2022

DOC22/204632

Ben Heap
Interim Executive Chairman
The Star Pty Ltd
Level 3, 159 William Street
Brisbane QLD 4000

By hand and email: [REDACTED]

Dear Mr Heap

Notice of appointment of manager under section 28 of the *Casino Control Act 1992* (the Act)

Enclosed for your attention is a notice issued to The Star Pty Ltd (ACN 060 510 410) (**The Star**) confirming that Mr Nicholas Weeks is appointed by instrument in writing, namely by deed of appointment dated 17 October 2022, as manager of the casino operated by The Star in Pyrmont for the purpose of section 28 of the Act, with that appointment effective immediately after the suspension of The Star's casino licence taking effect.

Yours sincerely



Philip Crawford
Chief Commissioner
For and on behalf of the **NSW Independent Casino Commission**

NSW Independent Casino Commission

NOTICE OF APPOINTMENT OF MANAGER UNDER SECTION 28 OF THE CASINO CONTROL ACT 1992 (ACT)

FROM: NEW SOUTH WALES INDEPENDENT CASINO COMMISSION (NICC)

TO: THE STAR PTY LIMITED (ACN 060 510 410) (THE STAR)

DATE: 17 October 2022

BACKGROUND:

1. On 13 September 2022, the NICC issued The Star a Notice under section 23(2) of the Act (**Notice**).
2. On 17 October 2022, the NICC decided that it was appropriate that certain disciplinary action be taken against The Star and gave written notice of the action to The Star (**Disciplinary Action**).
3. The Disciplinary Action included the suspension of The Star's casino licence.
4. Section 28 of the Act provides that if a casino licence is suspended, cancelled or surrendered, the NICC may, if it is satisfied that it is in the public interest to do so, by instrument in writing appoint a person to be the manager of the casino for the purposes of that section.

THE NICC HAS DECIDED AND BY THIS DOCUMENT GIVES NOTICE THAT PURSUANT TO SECTION 28 OF THE ACT:

1. **IT IS IN THE PUBLIC INTEREST TO APPOINT A PERSON TO BE THE MANAGER OF THE CASINO OPERATED BY THE STAR IN PYRMONT; AND**
2. **NICHOLAS WEEKS IS APPOINTED, BY INSTRUMENT IN WRITING, NAMELY BY DEED OF APPOINTMENT DATED 17 OCTOBER 2022, AS MANAGER OF THE CASINO OPERATED BY THE STAR IN PYRMONT FOR THE PURPOSE OF SECTION 28 OF THE ACT, WITH THAT APPOINTMENT EFFECTIVE IMMEDIATELY AFTER THE SUSPENSION OF THE STAR'S CASINO LICENCE TAKING EFFECT.**



**PHILIP CRAWFORD, CHIEF COMMISSIONER, NEW SOUTH WALES INDEPENDENT CASINO
COMMISSION**

Dated 17 October 2022

Deed of appointment of manager

Parties

**The Crown in right of the State of New South Wales, acting through
The New South Wales Independent Casino Commission**

Nicholas Weeks

Deed dated 17 October 2022

Parties **The Crown in right of the State of New South Wales, acting through
The New South Wales Independent Casino Commission**
of Level 11, 11 York Street, Sydney, NSW 2000

Nicholas Weeks
ADDRESS OF MANAGER
(Manager)

Introduction

- A Under subsection 23(1) of the CC Act, the NICC has suspended the Casino Licence held by The Star.
- B The Star Entertainment Group Limited is the holding company of The Star.
- C The holder of the suspended licence is The Star.
- D Suspension of a Casino Licence confers on the NICC a power to appoint a Manager under section 28 of the CC Act.
- E The NICC may exercise its discretion to appoint a Manager, if it is satisfied that it is in the public interest to do so, by instrument in writing. The Manager is to be considered the holder of a Casino Licence on the same terms and subject to the same conditions as the suspended licence of The Star.
- F On the terms and timing contained in this deed, the NICC appoints the Manager in the exercise of its discretion under section 28 of the CC Act.
- G The Manager has agreed to accept the appointment as manager under section 28 of the CC Act and upon the terms contained in this deed.
- H The Manager is a person acting under the direction of the NICC within the meaning of the CC Act.

It is agreed

1 **Definitions and interpretation**

1.1 **Definitions**

In this deed:

- (1) **Appointment** refers to the Deed of Appointment;
- (2) **Bell Inquiry** means the report dated 31 August 2022 prepared by Mr Adam Bell SC and provided to the New South Wales Independent Casino Commission;
- (3) **Casino** means the casino operated by The Star, which is a casino as defined under section 3 of the CC Act to mean a 'premises', the boundaries of which are defined under section 19 of the CC Act;

- (4) **Casino Licence** means a licence to operate a Casino which is in force under part 2 of the CC Act;
- (5) **CC Act** means the *Casino Control Act 1992* (NSW);
- (6) **CC Regulations** mean the *Casino Control Regulations 2019* (NSW);
- (7) **Claim** includes any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, offsets, recoupments, controversies, judgements, orders (including orders as to costs), reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, taxes, liabilities and expenses (including all solicitors' fees and costs), of every kind and nature, whatsoever, in law equity, direct or contingent, known or unknown, liquidated or unliquidated;
- (8) **Court** means all NSW courts, including:
- (a) the Supreme Court, or
 - (b) any other court created by Parliament,
- and includes any person or body (other than a Court) exercising a function under the law of the State.
- (9) **Crown** means the Crown in right of the State of New South Wales, and includes:
- (a) the Government of New South Wales;
 - (b) a Minister of the Crown in right of New South Wales; and
 - (c) a statutory corporation, or other body, representing the Crown in right of New South Wales;
- (10) **Manager** means the manager appointed by the NICC in accordance with section 28 of the CC Act, as named in this deed;
- (11) **NICC** means the New South Wales Independent Casino Commission that is a NSW Government agency in accordance with section 134 of the CC Act and is therefore a NSW Government agency for the purposes of section 13A of the *Interpretation Act 1987* (NSW);
- (12) **Proceeding** means any civil, criminal, administrative, investigative or other proceeding;
- (13) **Remediation Plan** means each draft and any final document purporting to be for or considered by the Manager to be a plan for remediation of the matters the subject of the Bell Inquiry or the Root Cause Analysis or any other matter which is considered necessary to be addressed by the Star as a consequence of the Bell Inquiry findings;
- (14) **Root Cause Analysis** means an internal investigation by The Star into the facts, matters and circumstances which contributed to or caused the failings at the Casino or which touch upon any other issue the subject of the Bell Inquiry.
- (15) **The Star** means The Star Pty Limited ACN 060 510 410;
- (16) **Star Entertainment** means The Star Entertainment Group Limited ACN 149 629 023.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) this deed includes any schedule or annexure to it;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory requirement made under it, or made under it as amended or replaced; and
 - (g) money is to Australian dollars, unless otherwise stated; and
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this deed or affect its interpretation.
- (5) A provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the deed or the inclusion of the provision in the deed.

1.3 Parties

- (1) If a party consists of more than 1 person, this deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party that is a trustee is bound both personally and in its capacity as a trustee.

1.4 Incorporation

Unless the contrary intention appears, a word or expression defined in the Casino Licence has the same meaning when used in this deed.

2 Appointment and powers of the Manager

- 2.1 The NICC appoints and directs the Manager, and the Manager accepts the appointment, as Casino Operator of a Casino Licence granted on the same terms and subject to the same conditions as the suspended Casino Licence held by The Star.

- 2.2 The Manager's appointment under this deed commences immediately after the suspension by the NICC of the Casino Licence held by The Star takes effect.

3 Scope of Manager's Powers

- 3.1 The NICC confers on the Manager, in accordance with sections 28(3) and 28(5) of the CC Act, full control of, and responsibility for the business of, The Star in respect of the Casino, with the power to conduct or cause to be conducted casino operations in accordance with the CC Act. In so doing, the Manager has all functions of The Star, and has the following express powers:

- (1) power to do, in Australia and elsewhere, all things necessary or convenient to be done for or in connection with, or as incidental to, the discharge of their role as Manager of the Casino;
- (2) without limiting the generality of clause 3.1(1), the Manager of the Casino is to have power:
 - (a) to enter into possession and take control of property of the Casino or The Star in respect of the Casino;
 - (b) to lease, let on hire or dispose of property of the Casino or The Star in respect of the Casino;
 - (c) to borrow money or incur credit on the security of property of the Casino or The Star in respect of the Casino;
 - (d) to insure property of the Casino or The Star in respect of the Casino and to otherwise enter into any contract of insurance relating to the operation of the Casino and including in relation to liabilities incurred by or on behalf of the Manager in the discharge of their appointment under this deed;
 - (e) to repair, renew or enlarge property of the Casino or The Star in respect of the Casino;
 - (f) to receive payment from the proceeds of the Casino or The Star in respect of the Casino for work undertaken as Manager;
 - (g) to convert property of the Casino or The Star in respect of the Casino into money;
 - (h) to carry on any business of the Casino or The Star in respect of the Casino;
 - (i) to take on lease or on hire, or to acquire, any property necessary or convenient in connection with the carrying on of a business of the Casino or The Star in respect of the Casino;
 - (j) to share information and documents, in any form whether digital or otherwise, with the NICC;
 - (k) to share information and documents, in any form whether digital or otherwise, with any other regulatory body or enforcement agency;
 - (l) to comply with any request, notice, direction or other instrument issued by the NICC;

- (m) to comply with any request, notice, direction or other instrument issued by any other regulatory body or enforcement agency;
- (n) to execute any document, bring or defend any proceedings or do any other act or thing in the name of and on behalf of the Casino or The Star in respect of the Casino;
- (o) to draw, accept, make and indorse a bill of exchange or promissory note;
- (p) to use a seal of the Casino or The Star in respect of the Casino;
- (q) to engage or discharge employees on behalf of the Casino or The Star in respect of the Casino;
- (r) to appoint a solicitor, accountant or other third party to assist the Manager;
- (s) to appoint an agent to do any business that the Manager is unable to do, or that it is unreasonable to expect the Manager to do, in person;
- (t) to receive, review and comment upon each draft and any final report purporting to be an analysis, including a Root Cause Analysis;
- (u) to receive, review and comment upon each draft and any final report purporting to be a Remediation Plan;
- (v) to receive, review and comment upon each draft and any final report purporting to be a timetable for implementation of the Remediation Plan;
- (w) to refer to mediation or arbitration any question affecting the Casino or The Star in respect of the Casino; and
- (x) to recover, on a full indemnity basis from the earnings of the Casino or failing that, from the holder of the suspended, cancelled or surrendered licence, all costs of and incidental to the carrying out of the role of Manager, including remuneration, consulting fees, disbursements and the costs and disbursements of any person appointed by the Manager or at their request in connection with the discharge of their role as Manager of the Casino.

3.2 The NICC acknowledges that it is the Manager's present intention, subject to the Act, to operate the casino in a manner that is broadly consistent with the manner in which the former casino operator operated the casino, except for such departures as the Manager considers necessary or appropriate to address matters identified in the Bell Inquiry or are otherwise necessary or appropriate to address risks to the integrity of the casino, or departures initiated to ensure the casino is operated in a manner that complies with applicable laws and regulatory requirements.

4 Manager's Indemnity

- 4.1 The Manager is appointed by and is acting under the direction of the NICC.
- 4.2 In carrying out the duties and responsibilities of the role of Manager, and in the exercise of the powers conferred by this deed, the Manager does so as agent of The Star and The Star alone is responsible and liable for all acts and omissions of the Manager.
- 4.3 In accordance with section 28(3) of the CC Act, The Star and Star Entertainment indemnifies and will keep indemnified the Manager against all Claims relating to this

appointment in respect of a Casino Licence granted on the same terms and subject to the same conditions as the suspended Casino Licence of The Star, including:

- (1) all Claims relating to debts incurred by the Manager;
 - (2) all Claims resulting from any act or omission of the Manager in the course of this appointment;
 - (3) any shortfall that may arise should the Manager fail to recover in full from The Star any entitlement to reimbursement or remuneration as set out in this deed; and
 - (4) any liability arising out of the Manager's appointment.
- 4.4 The indemnity in clause 4.3 extends to include reasonable legal costs on a solicitor and own client basis (without assessment) incurred by the Manager in connection with any Claim or related Proceedings, including such costs incurred in avoiding, disputing, resisting, mitigating, settling, compromising, defending or appealing any Claim or related Proceedings threatened or commenced against the Manager or seeking relief from any liability arising from any Claim or related Proceedings threatened or commenced against the Manager.
- 4.5 The indemnity in clauses 4.1, 4.2, 4.3 and 4.4 does not extend to Claims relating to any act or omission by the Manager that is found by a Court to have breached the Manager's duty to exercise the Manager's powers in good faith.
- 4.6 The Star and Star Entertainment indemnify the Manager against reasonable expenses incurred by the Manager for any independent professional advice, including legal advice, obtained by the Manager in good faith that is necessary to satisfy the Manager's duties and responsibilities, including in contemplation of accepting the appointment of Manager.
- 4.7 If neither The Star nor Star Entertainment respond to a Claim to indemnify the Manager in respect of any indemnified liability of the Manager, then the Crown indemnifies the Manager for such Claims and liabilities.

5 Claims or related Proceedings

- 5.1 Subject to the prior approval of the NICC, the Manager may retain and instruct legal representatives in avoiding, disputing, resisting, mitigating, settling, compromising, defending or appealing any Claim or related Proceedings against the Manager during or after the appointment or seeking relief from any liability arising from any Claim or related Proceedings against the Manager during or after the appointment.

6 Manager's remuneration

- 6.1 The NICC fixes the remuneration of the Manager for the services rendered under this deed on the basis as agreed from time to time between the NICC and the Manager.
- 6.2 In addition to the Manager's remuneration, the Manager is entitled to be reimbursed from The Star and Star Entertainment for the costs, charges and expenses the Manager incurs in performing the services rendered under this deed.

7 Conduct of the Manager

- 7.1 The Manager must keep the NICC informed as to the progress and state of the management of the Casino as frequently as the NICC considers appropriate.

7.2 As soon as practicable after a written request by the NICC, the Manager must provide the NICC with:

- (1) a report detailing the progress and state of the management of the Casino; and
- (2) any general or specific information about the progress and state of the management of the Casino that the NICC reasonably requires.

8 Termination of Manager's appointment

8.1 The appointment of the Manager will terminate:

- (1) 90 days after the appointment (in accordance with clause 2.1) unless regulations are passed under the CC Act to extend the appointment of the Manager; or
- (2) At any earlier time as determined on notice by the NICC.

8.2 The NICC may terminate the Manager's appointment at any time by giving the Manager a written notice of termination.

9 Reading down, severance and saving on partial invalidity

9.1 If a provision of this deed is unenforceable, illegal or void, either wholly or in part, but would not be so if read down, then the provision is read down if it is capable of being read down.

9.2 If, despite clause 9.1, any provision of this deed is unenforceable, illegal or void or makes this deed or any part of it unenforceable, illegal or void, then, subject to clause 9.2, that provision is severed and the rest of this deed remains in force.

9.3 To avoid doubt, this deed must be read subject to section 28 of the CC Act.

10 Governing law and jurisdiction

10.1 The law of New South Wales governs this deed.

10.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Dated 17 October 2022

Deed of indemnity of manager

Parties

The Star Pty Limited ACN 060 510 410

The Star Entertainment Group Limited ACN 149 629 023

**The Crown in right of the State of New South Wales, acting through
The New South Wales Independent Casino Commission**

Nicholas Weeks

Deed dated 17 October 2022

Parties

The Star Pty Limited ACN 060 510 410
of 80 Pyrmont St, Pyrmont NSW 2009

The Star Entertainment Group Limited ACN 149 629 023
of Level 3, 159 William Street Brisbane QLD 4000

**The Crown in right of the State of New South Wales, acting through
The New South Wales Independent Casino Commission**
of Level 11, 11 York Street, Sydney, NSW 2000

Nicholas Weeks
ADDRESS OF MANAGER
(Manager)

Introduction

- A By the Deed of Appointment, the NICC has appointed and directed the Manager to act as a holder of a Casino Licence on the same terms and subject to the same conditions as the suspended Casino Licence of The Star.
- B The Star Entertainment Group Limited is the holding company of The Star.
- C The Manager has been appointed under section 28 of the CC Act and has accepted that appointment on terms and conditions thought fit by the NICC including the term and condition that The Star and Star Entertainment indemnify the Manager on the terms of this Deed of Indemnity.
- D The Casino Licence of The Star is amended such that compliance with this deed by The Star is added as a condition of the Casino Licence of The Star.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this deed:

- (1) **Casino** means the casino operated by The Star, which is a casino as defined under section 3 of the CC Act to mean a 'premises', the boundaries of which are defined under section 19 of the CC Act;
- (2) **Casino Licence** means a licence to operate a Casino which is in force under part 2 of the CC Act;
- (3) **CC Act** means the *Casino Control Act 1992 Act (NSW)*;
- (4) **CC Regulations** mean the *Casino Control Regulations 2019 (NSW)*;
- (5) **CCA Charge** means the agreement of that name dated 21 April 1994 between the New South Wales Casino Control Authority, The Star, The Star Entertainment Sydney Properties Pty Limited and The Star Sydney Entertainment Holdings Limited;

- (6) **Claim** includes any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, offsets, recoupments, controversies, judgements, orders (including orders as to costs), reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, taxes, liabilities and expenses (including all solicitors' fees and costs), of every kind and nature, whatsoever, in law equity, direct or contingent, known or unknown, liquidated or unliquidated;
- (7) **Court** means all NSW courts, including:
- (a) the Supreme Court, or
 - (b) any other court created by Parliament,
- and includes any person or body (other than a Court) exercising a function under the law of the State.
- (8) **Crown** means the Crown in right of the State of New South Wales, and includes:
- (a) the Government of New South Wales;
 - (b) a Minister of the Crown in right of New South Wales; and
 - (c) a statutory corporation, or other body, representing the Crown in right of New South Wales;
- (9) **Deed of Appointment** means the document bearing the same date as this deed under which the NICC appoints the Manager as Manager of the Casino;
- (10) **Manager** means the manager appointed by the NICC in accordance with section 28 of the CC Act under the Deed of Appointment;
- (11) **NICC** means the New South Wales Independent Casino Commission that is a NSW Government agency in accordance with section 134 of the CC Act and is therefore a NSW Government agency for the purposes of section 13A of the *Interpretation Act 1987* (NSW).
- (12) **Proceeding** means any civil, criminal, administrative, investigative or other proceeding;
- (13) **The Star** means The Star Pty Limited ACN 060 510 410; and
- (14) **Star Entertainment** means The Star Entertainment Group Limited ACN 149 629 023.

1.2 Interpretation

- (1) Reference to:
- (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) this deed includes any schedule or annexure to it;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:

- (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory requirement made under it, or made under it as amended or replaced
- (g) money is to Australian dollars, unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
 - (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (4) Headings and any table of contents or index are for convenience only and do not form part of this deed or affect its interpretation.
 - (5) A provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the deed or the inclusion of the provision in the deed.

1.3 Parties

- (1) If a party consists of more than 1 person, this deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party that is a trustee is bound both personally and in its capacity as a trustee.

1.4 Incorporation

Unless the contrary intention appears, a word or expression defined or given meaning in the Deed of Appointment has the same meaning when used in this deed.

2 Indemnity

- 2.1 Subject to clause 2.2, The Star and Star Entertainment indemnifies and will keep indemnified the Manager against all Claims relating to or arising from the appointment, including:
 - (1) all Claims relating to debts incurred by the Manager;
 - (2) all Claims resulting from any act or omission of the Manager in the course of the appointment;
 - (3) any shortfall that may arise should the Manager fail to recover in full from The Star any their entitlement to reimbursement or remuneration as set out in this deed; and
 - (4) any liability arising out of the Manager's appointment.
- 2.2 The indemnity in clause 2.1 extends to include reasonable legal costs on a solicitor and own client basis (without assessment) incurred by the Manager in connection with any Claim or related Proceedings threatened or commenced against the Manager, including such costs incurred in avoiding, disputing, resisting, mitigating, settling, compromising, defending or appealing any Claim or related Proceedings or seeking relief from any liability arising from any Claim or related Proceedings threatened or commenced against the Manager.
- 2.3 The indemnity in clause 2.1 and 2.2 does not extend to Claims relating to any act or omission by the Manager that is found by a Court to have breached the Manager's duty to exercise the Manager's powers in good faith.

- 2.4 The Star and Star Entertainment will indemnify the Manager against reasonable expenses incurred by the Manager for any independent professional advice, including legal advice, obtained by the Manager in good faith that is necessary to satisfy the Manager's duties and responsibilities, including in contemplation of accepting the appointment of Manager.
- 2.5 The Casino Licence of The Star is amended such that compliance with this deed by The Star is added as a condition of the Casino Licence of The Star.

3 Savings in relation to indemnity

- 3.1 Nothing in this deed affects any rights the Manager may have against The Star and Star Entertainment or any other person to be indemnified against Claims relating to the appointment.
- 3.2 The provisions of this deed continue in full force and effect after the termination of the Manager's appointment, regardless of the reason for the appointment ending.
- 3.3 The Star and Star Entertainment's liability under clause 2.1 is not affected by:
- (1) any failure or delay by the Manager to exercise the right to an indemnity under clause 2.1; or
 - (2) the Manager granting time, forbearance or any other concession to The Star and Star Entertainment.
- 3.4 Any irregularity, defect or invalidity in the appointment of the Manager by the NICC does not affect any indemnity given under this clause.

4 Condition precedent and exclusions to indemnity

- 4.1 The indemnity in clauses 2.1 and 2.2:
- (1) does not apply to any Claim that arises in respect of any act or omission of the Manager that occurs on or after the date on which The Star Sydney Entertainment Holdings Limited is required to enforce the disposal of shares in itself held by Star Entertainment; and
 - (2) does not apply to any Claim that arises in respect of any act or omission of the Manager that occurs on or after the earlier to occur of:
 - (a) the date on which a receiver is appointed under the CCA Charge; and
 - (b) the date on which the powers of a receiver are first exercised pursuant to clause 11 of the CCA Charge; and
 - (3) does not apply to any liability which arises by reason of an act or omission of the Manager that is not authorised by section 28 of the CC Act.

5 Subrogation

- 5.1 The Star and Star Entertainment is subrogated to the rights of the Manager in relation to any Claim The Star and Star Entertainment discharges under clause 2.1.
- 5.2 Subject to The Star and Star Entertainment paying the Manager's costs, charges and expenses, the Manager must take all steps to recover any amount The Star and Star Entertainment pays to discharge a Claim under clause 2.1 from any person against whom that amount may be recovered.

6 Assistance

- 6.1 The Star and Star Entertainment must, upon request, deliver forthwith and provide access to the Manager all supporting information, working papers, calculations and documentation which are reasonably necessary to avoid, dispute, resist, mitigate, settle, compromise, defend or appeal any Claim or related Proceedings against the Manager during or after the appointment or seek relief from any liability arising from any Claim or related Proceedings against the Manager during or after the appointment.

7 Reading down and severability

- 7.1 If a provision of this deed is unenforceable, illegal or void, either wholly or in respect of a particular part, but would not be so if read down, then the provision is read down if it is capable of being read down.
- 7.2 If, despite clause 6.1, any provision of this deed is unenforceable, illegal or void or makes this deed or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this deed remains in force.

8 Entire understanding

- 8.1 This deed:
- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this deed; and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 8.2 Each party has entered into this deed without relying on any information or advice given or statement made (whether negligently or not) by any other party or any person purporting to represent that party.

9 Governing law and jurisdiction

- 9.1 The law of New South Wales governs this deed.
- 9.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.