

CASINO CONTROL ACT 1991 (VIC)

CASINO LICENCE

VICTORIAN CASINO CONTROL AUTHORITY ('**Authority**') under Part 2 of the *Casino Control Act 1991 (Vic)* ('*Casino Control Act*') grants to **CROWN CASINO LTD ACN 006 973 262** with its registered office at Hudson Conway House, 311 Glenferrie Road, Malvern, Victoria ('**Company**') the right to conduct and play games and use gaming equipment in the Casino subject to the provisions of the *Casino Control Act* and the conditions set out in this licence.

CONDITIONS

1. Commencement

This licence comes into force on 19 November 1993.

2. Duration

This licence ceases to have effect on 18 November 2050¹, unless sooner cancelled or surrendered under the *Casino Control Act*.

3. Location and Boundaries - Temporary Casino

- 3.1 The Temporary Casino must be located within the Temporary Casino Complex.
- 3.2 The boundaries of the Temporary Casino will be the boundaries of Temporary Casino Complex or other such boundaries approved by the Authority.

4. Location and Boundaries - Melbourne Casino

- 4.1 The Melbourne Casino must be located within the Site.
- 4.2 The boundaries of the Melbourne Casino will be the same as the boundaries of the Site for the period from the grant of this licence until the earlier of:
 - (a) the repeal of paragraph (b) of the definition of Melbourne Casino site in section 128A(1) of the *Casino Control Act*; and
 - (b) completion of the Melbourne Casino Complex.
- 4.3 The boundaries of the Melbourne Casino following the first to occur of either of the events referred to in paragraphs (a) and (b) of clause 4.2 will be:
 - (a) the boundaries of the shaded areas in drawing nos SK105 and SK106 dated 17.11.93 and entitled Casino Gaming Areas RL 2.4 and RL 5.7 respectively as prepared by Bates Smart McCutcheon, Perrott Lyon Mathieson and Daryl Jackson Pty Ltd and attached to this licence; or
 - (b) Such other boundaries approved by the Authority.

5. Conducting Temporary Casino

The Company must not conduct or play or authorise the conduct or playing of a game or the use of any gaming equipment in the Temporary Casino or open the Temporary Casino to the public for business or otherwise:

¹ Varied by agreement on 20 October 2014 to extend the duration of the Licence by 17 years to 2050.

- (a) until the Temporary Casino has been Completed in accordance with the provisions of the Management Agreement; nor
- (b) after the Melbourne Casino is opened to the public.

6. Conducting Melbourne Casino

The Company must not conduct or play or authorise the conduct or playing of a game or the use of any gaming equipment in the Melbourne Casino or open the Melbourne Casino to the public for business or otherwise until the Melbourne Casino has been Completed in accordance with the provisions of the Management Agreement.

7. Gaming Equipment - Temporary Casino

The Temporary Casino:

- (a) must have not more than 200² gaming tables in operation while the Temporary Casino is open for business; and
- (b) must have not more than 1300 gaming machines in operation while the Temporary Casino is open for business.

8. Gaming Equipment - Melbourne Casino

The Melbourne Casino:

- (a) must have not less than 150 and not more than 440³ Gaming Tables in operation and available for the playing of Table Games while the Melbourne Casino is open for business, of which those Gaming Tables which are Fully Automated Table Games may have no more than 250⁴ stations in aggregate⁵, and
- (b) in addition, may have not more than 100 tables in operation and available for the playing of poker while the Melbourne Casino is open for business (which may include Semi Automated Table Games and Fully Automated Table Games for the playing of poker)⁶; and
- (c) in addition, must have not more than 2,628⁷ gaming machines in operation while the Melbourne Casino is open for business.

9. Mortgage etc of Casino Licence

The Company must not:

- (a) mortgage, charge or otherwise encumber this licence; or
- (b) transfer, assign or otherwise deal with this licence,

² Varied by agreement on 4 November 1994 to increase the number of gaming tables from 130 to 180. Varied by agreement on 12 October 1995 to increase the number of gaming tables from 180 to 200.

³ Varied by agreement on 20 October 2014 to increase the number of gaming tables from 400 to 440 and ratification of the Tenth Deed of Variation to the Management Agreement.

⁴ Varied by agreement on 20 October 2014 to increase the number of multi terminal stations in aggregate connected to any Fully Automated Table Game from 200 to 250.

⁵ Varied by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

⁶ Varied by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

⁷ Varied by agreement on 20 October 2014 to increase the number of gaming machines from 2,500 to 2,628 and ratification of the Tenth Deed of Variation to the Management Agreement and amendment to the *Casino Control Act* 1991 dated 22 October 2014.

except in accordance with the terms and conditions of the Casino Agreement and the Master Security Agreement.

10. Amendment of Licence Conditions

Notwithstanding sections 16 and 17 of the *Casino Control Act*, the Authority will not amend the conditions of this licence without the prior written approval of the Company except as disciplinary action under section 20 of the *Casino Control Act*.

11. Breach of Licence

Clause 31.2 of the Casino Agreement and clause 25.2 of the Management Agreement set out events the occurrence of which constitute a contravention of this licence and which, subject to those clauses and the Master Security Agreement, enable the Authority to cancel, suspend or vary the terms of this licence pursuant to section 20 of the Casino Control Act.

12. Definitions and Interpretation

12.1 In these conditions, unless the context otherwise requires or the contrary intention appears, terms defined in the *Casino Control Act* have the same meanings and the following terms have the meanings indicated if they start with a capital letter:

‘**Ancillary Facilities**’ means all facilities ancillary to the Temporary Casino or the Melbourne Casino (as the case may be) identified in the Temporary Casino Complex Development Proposals or the Melbourne Casino Complex Development Proposals (as the case may be) to be constructed on or located within the Temporary Casino Site or the Site, including a hotel, restaurant, retail, recreation, entertainment and carparking facilities, residential and office accommodation, staff facilities, staff carparking, coach storage facilities and open space areas;

‘**Casino**’ means either the Temporary Casino or the Melbourne Casino, as the case may be;

‘**Casino Agreement**’ means the agreement dated 21 September 1993 between the Authority and the Company;

‘**Completed**’ has the same meaning as in the Management Agreement;

‘**Fully Automated Table Game**’ means a Table Game which comprises multi-terminal stations that access and have connectivity with a base unit that is delivered via the use of a fully automated, animated or electronic system with no part of any mechanical or manual device remaining (including all such fully automated, animated or electronic versions of games identified in clause 27.1 of the Casino Agreement)⁸;

‘**Gaming Tables**’ includes Fully Automated Table Games or Semi Automated Table Games, but does not include any tables at which poker is available for play⁹;

‘**Management Agreement**’ means the agreement dated 20 September 1993 between the Minister, acting for and on behalf of the State, and the Company pursuant to section 15 of the *Casino Control Act*;

‘**Master Security Agreement**’ means the agreement dated 21 September 1993 between the State, the Authority, the Company, National Australia Bank Limited as agent for the financiers to the Company and the Sponsors;

⁸ Inserted by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

⁹ Inserted by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

‘Melbourne Casino’ means those areas within the boundaries described in clauses 4.2 or 4.3 (as the case may be) and includes the areas in which money counting, surveillance, storage and other activities related to the conduct and playing of games are carried on;

‘Melbourne Casino Complex’ means the Melbourne Casino and Ancillary Facilities to be constructed on or located within the Site in accordance with the provisions of the Management Agreement and Casino Agreement;

‘Melbourne Casino Complex Development Proposals’ means the proposals of the Company in relation to the construction, development and establishment of the Melbourne Casino Complex a copy of which has been signed on behalf of the Authority and the Company for the purposes of identification;

‘Minister’ means the Minister for the time being administering the *Casino Control Act*;

‘Ninth Deed of Variation to the Management Agreement’ means the ninth agreement entered into between the Minister on behalf of the State and the Company, which varies the Management Agreement in a manner mutually agreed upon by those parties¹⁰;

‘Semi Automated Table Game’ means a Table Game which comprises multi-terminal stations that access and have connectivity with a base unit, but which still deliver the game using any mechanical or manual device (including all such semi-automated versions of games identified in clause 27.1 of the Casino Agreement)¹¹;

‘Site’ has the same meaning as in the Management Agreement¹²;

‘State’ means the State of Victoria;

‘Table game’ means a game (including a game that is substantially similar to an already approved game) that is approved from time to time under section 60 of the Casino Control Act¹³;

‘Temporary Casino’ means those areas within the boundaries described in clause 3.2 and includes the areas in which money counting, surveillance, storage and other activities related to the conduct and playing of games are carried on;

‘Temporary Casino Complex’ means the Temporary Casino and Ancillary Facilities to be constructed on or located within the Temporary Casino Site in accordance with the provisions of the Management Agreement and the Casino Agreement;

‘Temporary Casino Complex Development Proposals’ means the proposals of the Company in relation to the construction, development and establishment of the Temporary Casino Complex a copy of which has been signed on behalf of the Authority and the Company for the purposes of identification; and

‘Temporary Casino Site’ has the same meaning as in the Management Agreement.

¹⁰ Inserted by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

¹¹ Inserted by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

¹² Varied by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

¹³ Inserted by agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.

- 12.2 For the purposes of calculating the number of Gaming Tables in operation and available for the playing of Tables Games and the number of tables in operation and available for the playing of poker, the number of Semi Automated Table Games and Fully Automated Table Games is calculated by reference to the number of base units to which a number of multi-terminal stations are connected for the playing of a game at or on that base unit, each such base unit being counted as either one Gaming Table, or one table in operation and available for the playing of poker (as the case may be)¹⁴.
- 12.3 In this licence, unless the context otherwise requires or the contrary intention appears:
 - (a) a reference in this licence to a party to an agreement or document includes the party's successors and permitted substitutes or assigns;
 - (b) a reference in this licence to an agreement or document is to the agreement or document as amended, novated, supplemented or replaced from time to time; and
 - (c) a reference in this licence to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

DATED 19 November 1993.

THE COMMON SEAL of VICTORIAN)
CASINO CONTROL AUTHORITY)
 is affixed in accordance with)
 the directions of the Members)
 pursuant to a resolution dated 16)
 November 1993)

John Richards
Chairman

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Chief Executive Officer

¹⁴ Inserted by Agreement on 2 June 2009 and ratification of the Ninth Deed of Variation to the Management Agreement.