

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.



**Executed** as a Deed and delivered on the date shown on the first page.

**Signed, sealed and delivered** for and on behalf of **The Crown in right of the State of New South Wales, acting through The New South Wales Independent Casino Commission** by its authorised representative

SIGNATURE OF WITNESS

[Redacted signature area]

FULL NAME OF WITNESS

Full name of witness  
(BLOCK LETTERS)

SIGNATURE OF AUTHORISED REPRESENTATIVE

[Redacted signature area]

Signature of authorised representative

PHILIP CRAWFORD

Name and title of authorised representative  
(BLOCK LETTERS) CHIEF COMMISSIONER  
NICC

Signed and sealed by **Nicholas Weeks** in the presence of

SIGNATURE OF WITNESS

[Redacted signature area]

SIGNATURE OF NICHOLAS WEEKS

[Redacted signature area]

Signature of witness

NAME OF WITNESS

[Redacted name area]

Name of witness (BLOCK LETTERS)

ADDRESS OF WITNESS

[Redacted address area]

Address of witness

ADDRESS OF WITNESS

[Redacted address area]