


22 October 2007

Victorian Commission for Gambling Regulation

**The Honourable Tony Robinson MP the Minister
for the Crown for the time being administering
the Casino Control Act 1991, acting for and on
behalf of the State of Victoria**

Publishing and Broadcasting Limited, Crown
Melbourne Limited (formerly Crown Limited),
Crown Limited and others 

Deed of Amendment, Accession and Release

Date 22 October 2007

Parties

Victorian Commission for Gambling Regulation, a statutory authority established under the Gambling Regulation Act 2003 (Commission)

The Honourable Tony Robinson MP the Minister for the Crown for the time being administering the Casino Control Act 1991, acting for and on behalf of the State of Victoria (State)

Crown Melbourne Limited ACN 006 973 262 (formerly Crown Limited)

Crown Limited ACN 125 709 953 (CRNLTD)

Each person named in schedule 1 (Continuing Guarantors)

Publishing and Broadcasting Limited ACN 009 071 167 and each person named in schedule 2 (together, Released Companies)

Agreed terms

- 1 Words defined in the Deed of Undertaking and Guarantee dated 30 June 1999 between Publishing and Broadcasting Limited, Crown Melbourne Limited (then named Crown Limited), the Victorian Casino and Gaming Authority (as predecessor to the Commission), the Honourable Roger M Hallam MLC (for and on behalf of the State) and others (as amended by the February 2007 Deed) (Deed) have the same meanings when used in this document and:

Disentitling Event means a breach, Event of Default, Potential Event of Default or other non compliance by any member of the PBL Group, by CRNLTD and/or by any subsidiary of CRNLTD of, with or under any representation, warranty, condition, undertaking (including, without limitation clause 3.2 of the Deed) or any other material provision of any of the Documents or this document, in each case that has not been waived in writing by the Commission.

Documents means (individually and collectively) the Deed (as amended by this document), the February 2007 Deed, each New Guarantor Agreement in existence as at the date of this document (including, without limitation, the October 2007 Guarantees), the Casino Agreement (as amended), the Supplemental Casino Agreement and each other State Document.

Effective Date means, so long as each of paragraphs (a), (b) and (c) of this definition occurs, the latest to occur of:

- (a) the date of this document (but only if no Disentitling Event exists on that date);
- (b) the date on or following the PBL (Project Arterial) Completion on which Publishing and Broadcasting Limited notifies the Commission in writing that the PBL (Project Arterial) Completion has occurred (but only if no Disentitling Event exists on that date); and
- (c) the date on which each State Letter of Credit existing at the date of this document is surrendered in exchange for, or otherwise replaced by, a substantially identical letter of credit, each being a State Letter of Credit (within the meaning of the Deed as amended by this document) (but only if no Disentitling Event exists on that date), except that in the replacement letters of credit the expiry date will be either 30 June 2008 (but without prejudice to clause 4.1(c) of the Deed) or 30 June 2011, the account party can be either Publishing and Broadcasting (Finance) Limited or Crown Group Finance Limited and, in either case, references to a demand being made on, and to default by, "Publishing and Broadcasting Limited" are replaced by references to "Crown Limited".

February 2007 Deed means the Deed of Amendment and Release of Guarantee dated 5 February 2007 between the Commission, the State, Publishing and Broadcasting Limited, Crown Melbourne Limited (then named Crown Limited) and others.

Further Additional LC has the meaning given to it in clause 13.

October 2007 Guarantees means the New Guarantor Agreement dated on or about the date of this document to which Crown Group Finance Limited and Crown Entertainment Group Holdings Pty Limited are parties.

PBL (Project Arterial) Completion means both (and not simply one or the other) of the schemes of arrangement (being the "PBL Scheme" and the "Demerger Scheme") to implement the PBL (Project Arterial) Restructure becoming effective or, as the context requires, the date on which they both so become effective.

PBL (Project Arterial) Restructure means the separation of ownership of Publishing and Broadcasting Limited's gaming and non-gaming assets, including (without limitation):

- (a) the transfer of all of Publishing and Broadcasting Limited's gaming assets (including relevant subsidiaries of Publishing and Broadcasting Limited) to CRNLTD and/or its subsidiaries; and
- (b) Crown Melbourne Limited (formerly Crown Limited) and each of the Continuing Guarantors becoming (if it is not already) a direct or indirect subsidiary of CRNLTD.

Supplemental Casino Agreement has the meaning given to it in the Casino Agreement.

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Subject to:

- (a) this document being duly executed and delivered by each party to it (other than the State and the Commission);
- (b) the October 2007 Guarantees being duly executed and delivered;
- (c) clause 2.12 of the State Charge being amended and restated, on or promptly after the date of this document, in the form of **schedule 4** by a second state charge variation deed duly executed by Crown Melbourne Limited and delivered to the State together with all relevant forms duly signed required to register the variation (to the extent registration is possible);
- (d) the State and the Commission receiving from TF Bathurst QC a letter of reliance in a form reasonably acceptable to the State and the Commission granting them and those of their respective officers and employees in any way directly or indirectly involved or concerned in the entry into of this document and the October 2007 Guarantees by CRNLTD, Crown Group Finance Limited and Crown Entertainment Group Holdings Pty Limited the right to rely on Mr Bathurst's opinion (headed "PBL Demerger – Financial Assistance") dated 27 August 2007 (**Bathurst Opinion**), such letter of reliance to be expressed to be subject to the terms of Mr Bathurst's retainer (other than as to reliance) in response to which the Bathurst Opinion was issued;
- (e) the State and the Commission being satisfied:
 - (i) as to the documents and information provided under **clause 10**; and
 - (ii) that no Disentitling Event has occurred and is subsisting, or is reasonably likely to occur as a result of or in connection with the PBL (Project Arterial) Restructure; and
- (f) **clause 15**,

each of the Commission and the State consents to the PBL (Project Arterial) Restructure and the PBL (Project Arterial) Completion. If, no less than 2 Business Days prior to the second court hearing date for the PBL (Project Arterial) Restructure, the matters in paragraphs (a) to (f) above are satisfied (or have been waived in writing by the State and the Commission), the State and the Commission must each promptly, and before 8.00am Melbourne time on the second court hearing date for the PBL (Project Arterial) Restructure, issue a letter to Publishing and Broadcasting Limited (substantially in the form of **schedule 3**), stating that the consents in this **clause 2** are free of the conditions specified in paragraphs (a) to (f) above.

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With effect on and from the Effective Date, each of the Documents specified below is amended as follows:

- (a) a definition of "CRNLTD" is inserted in each of the Deed and the Supplemental Casino Agreement, as follows:
 ""CRNLTD" means Crown Limited ACN 125 709 953";
- (b) a definition of "CRNLTD Group" is inserted in each of the Deed and the Supplemental Casino Agreement, as follows:
 ""CRNLTD Group" means CRNLTD and its subsidiaries";
- (c) each reference to Publishing and Broadcasting Limited (and the corresponding defined term, "PBL") in each of the Deed and the Supplemental Casino Agreement is amended so as to read "CRNLTD";
- (d) each reference to Letter of Undertaking in the Deed is deleted;
- (e) each reference to "PBL Group" is amended in the Deed so as to read "CRNLTD Group";
- (f) the definition of "Bilateral Facility Agreement" in the Deed is amended so as to read, as follows:
 ""Bilateral Facility" means each cash advance, letter of credit or other bilateral facility (excluding, for the avoidance of doubt, the Syndicated Cash Advance Facility Agreement) for the provision of financing facilities to one or more members of the CRNLTD Group entered into by Crown Finance Limited, Crown Melbourne Limited (formerly Crown Limited) and one or more other members of the CRNLTD Group, with a bank or financial institution on or after the date of the Syndicated Cash Advance Facility Agreement";
- (g) a definition of 'Guarantor' is inserted in clause 1.1 of the Deed, as follows:
 ""Guarantor" includes any subsidiary that executes a New Guarantor Agreement in accordance with clause 6.1"; and any other member of the CRNLTD Group that agrees to be bound by this deed";
- (h) paragraph (h) of the definition of "Permitted Security Interest" in the Deed is amended by inserting in that paragraph after "Group" the words "and either:
- (i) are not over any of the assets or undertaking of Crown Melbourne Limited ACN 006 973 262 (formerly Crown Ltd); or
 - (ii) if they are, and if the property the subject of the Permitted Security Interest is or includes property the subject of the State Charge, the Permitted Security Interest must in all respects rank behind the State Charge and a priority deed must (at or before the time of the creation of the Permitted Security Interest) be entered into by or on behalf of the State, each holder or other beneficiary of the Permitted Security Interest and Crown Melbourne Limited documenting and confirming that ranking;"

- (j) the definition of "Relevant Provision" in the Deed is amended by deleting the words "clause 3.5,";
- (j) the definition of "Senior Bank Agent" in the Deed is amended so as to read, as follows:
 "Senior Bank Agent" means Australia and New Zealand Banking Group Limited in its capacity as agent under the Syndicated Cash Advance Facility Agreement and each successor agent";
- (k) the definition of "Senior Bank Facility Agreement" in the Deed is amended by inserting at the end of paragraph (c) the following:
 "and in respect of which financial accommodation Crown Melbourne Limited (formerly Crown Limited) has provided a guarantee";
- (l) the definition of "State Charge" in the Deed is amended by deleting the words "by the State Charge Variation Deed";
- (m) the definition of State Letter of Credit in the Deed is amended so as to read, as follows:
 "State Letter of Credit" means a reference collectively or individually to one or more irrevocable standby letters of credit with an aggregate face value of not less than \$185 million in the form of Schedule 2 with blanks duly completed and, in each case, issued by an Approved Bank";
- (n) the definition of "Syndicated Cash Advance Facility Agreement" in the Deed is amended so as to read, as follows:
 "Syndicated Cash Advance Facility Agreement" means the Syndicated Note Subscription and LC Facility Agreement dated 2 August 2007 between the Senior Bank Agent, Crown Melbourne Limited (formerly Crown Limited), Crown Limited and others";
- (o) the following definitions in the Deed are deleted: "Broadcasting Licence", "BT", "Core Business", "Core Title", "Excluded Subsidiaries", "Master Security Agreement", "Mastheads", "MSA Discharge", "Principal Broadcasting Licence", "State Charge Variation Deed", "Site Lease Supplemental Agreement" and "Transaction";
- (p) clause 2.1(f) of the Deed is amended so as to read, as follows:
 "except for Burswood Nominees Limited or as otherwise disclosed in writing to the Beneficiaries prior to so entering, it has not entered into this deed or a New Guarantor Agreement as a trustee";
- (q) clause 2.1(h) of the Deed is amended so as to read, as follows:
 "no member of the CRNLTD Group has granted any Security Interests other than Permitted Security Interests";
- (r) clause 4.1 of the Deed is amended so that:
- (i) clause 4.1(a) reads as follows:

"CRNLTD must forthwith ensure that there has been delivered to the State in full force and effect the State Letter of Credit";
and

(ii) a new clause 4.1(d) is inserted, as follows:

"CRNLTD must comply with clause 13 of the Deed of Amendment, Accession and Release dated on or about 12 October 2007 between CRNLTD, the State of Victoria, the Victorian Commission for Gambling Regulation and others.";

- (s) clauses 4.4(a) and 4.4(b) are amended by replacing each reference to "a Letter of Undertaking" by "this deed";
- (t) clause 4.4(c) is amended by deleting the words "or any other notice contemplated in a Letter of Undertaking";
- (u) clause 4.4(d)(2) of the Deed is amended by deleting the words "section 151 of";
- (v) clause 4.5 of the Deed is amended as follows:
- (i) in clause 4.5(a), replace the reference to "4.1(a)" by "4.1(b)";
- (ii) at the end of clause 4.5(b), delete the full stop and insert "; or";
- (iii) insert a new clause 4.5(c) as follows:
- "CRNLTD breaches clause 4.1(a) or clause 4.1(d)."; and
- (iv) deleting the postamble to clause 4.5;
- (w) clause 4.6 of the Deed is amended by adding after the word "then" in the second line the words: ", for the period specified in that notice";
- (x) clauses 5.5 and 5.6 of the Deed are amended by replacing each reference to "PBL" in those clauses with "CRNLTD and each other Guarantor";
- (y) each of clauses 6.1(a)(2)(B) and (C) is amended by replacing the phrase ", Crown and the Excluded Subsidiaries" by "and Crown";
- (z) clause 6.3 of the Deed is amended by inserting in each of paragraphs (a)(1) and (a) (2) after the words "Potential Event of Default" the following: "or breach of a provision of this Deed";
- (aa) clause 7.3(a)(1)(A) of the Deed is amended so that the address details for CRNLTD, Crown or the Guarantors are as follows:

8 Whiteman Street
Southbank
Melbourne 3006

Attention: General Counsel

Facsimile: 03 9292 8808

- (bb) clause 7.4(b) of the Deed is amended by replacing "Australian Capital Territory" with "Victoria";
- (cc) Schedule 1 of the Deed is amended by replacing its contents with a separate reference to CRNLTD and each of the Continuing Guarantors;
- (dd) Schedule 2 of the Deed is amended by replacing its contents with the contents of **schedule 5** of this document;
- (ee) clauses 3.4(b), 3.5, 4.2, 4.3, 6.1(a)(2)(A) and 6.3(a)(4) of the Deed and Schedules 3, 4, 5 and 7 of the Deed are deleted;
- (ff) clause 4(a) of the Supplemental Casino Agreement is amended and restated so as to read, as follows:

"comply with, and ensure that each other member of the Holding Company Group complies with, the respective conditions set out in clause 22 of the Casino Agreement that are expressed to apply to the Holding Company, the Holding Company Group or a member of the Holding Company Group (as relevant), as if it and each such other relevant member of the Holding Company Group were parties to the Casino Agreement;" and

- (gg) the Casino Agreement is amended in accordance with the Eleventh Variation Agreement to the Casino Agreement, to be entered into in the form contained in Annexure A to this document.

- 4 Each party to this document consents to the amendments effected by **clause 3** and each of the Documents, as so amended, continues in full force and effect.
- 5 With effect on and from the Effective Date, CRNLTD becomes party to and unconditionally and irrevocably
 - (a) assumes all the obligations of Publishing and Broadcasting Limited; and
 - (b) acquires all the rights of Publishing and Broadcasting Limited,
 under or in connection with the Deed, the Supplemental Casino Agreement and any other of the Documents to which Publishing and Broadcasting Limited was or is a party (and the Deed, Supplemental Casino Agreement and those other Documents are accordingly amended), as though (for the purposes of determining the scope of those obligations and rights) CRNLTD had at all times unconditionally and irrevocably been a party to the Deed, the Supplemental Agreement and those other Documents in the place of Publishing and Broadcasting Limited.
- 6 Subject to **clause 8**, each of the Commission and the State, at the request of the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited), discharges and releases the Released Companies, with effect on and from the Effective Date, from all obligations and liabilities (actual, prospective, contingent and accrued) respectively owed to them under the Documents (excluding, for the avoidance of doubt, this document). For the avoidance of doubt, the discharge and release does not in any way affect or limit the

- operation of **clauses 5, 19 or 20** or any other obligation or liability incurred under this document.
- 7 **Clauses 3 and 5** shall take effect contemporaneously and, for the avoidance of doubt, nothing in one of those clauses affects or limits the operation of the other clause.
- 8 Each of the Commission and the State expressly retains its rights against the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited) under or in connection with the Documents. Nothing implied by or resulting from **clause 6** prejudices, affects or diminishes in any way the rights, powers and remedies of the Commission and the State against CRNLTD, the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited) under or in connection with the Documents (in each case, subject to the terms of this document). It is the intention of the Commission, the State, CRNLTD, the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited) that, as regards CRNLTD, the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited), this document will not operate as a release but as a covenant not to sue the Released Companies.
- 9 The obligations of CRNLTD, the Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited) (as guarantor, indemnifier, principal or otherwise) and the rights of the Commission and the State under or in connection with the Documents (in each case, subject to the terms of this document) are not affected by anything which might abrogate, prejudice or limit them or any of them or the effectiveness of any Document or this document.
- 10 Publishing and Broadcasting Limited agrees promptly to provide to the State and the Commission copies of the scheme implementation deeds, scheme booklets, constitution of CRNLTD, the shortfall deed referred to in the opinion of TF Bathurst QC dated 27 August 2007, the audited financial statements for the year ended 30 June 2007 for Crown Melbourne Limited and any other scheme related documents and financial or on reasonable notice other information reasonably requested by the State or the Commission relating to the PBL (Project Arterial) Restructure.
- 11 Crown Melbourne Limited (formerly Crown Limited) agrees to promptly notify the State and the Commission of the occurrence of the PBL (Project Arterial) Completion.
- 12 The Commission and CRNLTD agree that, for the purposes of the Casino Agreement and with effect from the Effective Date, CRNLTD will be regarded as the Holding Company (as defined in clause 2 of the Casino Agreement) of Crown Melbourne Limited (formerly Crown Limited) and Crown Melbourne Limited (formerly Crown Limited) will be regarded as the Company (as defined in the Supplemental Casino Agreement). The agreement in this **clause 12** supersedes the agreement contained in clause 6 of the Supplemental Casino Agreement.
- 13 CRNLTD must apply for a long term rating from Standard & Poor's before, or as soon as reasonably practicable after, the Effective Date. The long term

credit rating must be obtained before 31 March 2008 (or such later date, if any, as the State and the Commission may agree in writing). If CRNLTD fails, prior to 31 March 2008 (or such later date, if any, as the State and the Commission may agree in writing), to obtain a long term rating from Standard & Poor's of BBB- or higher, CRNLTD must, within 14 days of so failing, deliver to the State an additional letter of credit (**Further Additional LC**) that is issued by an Approved Bank and with a face value equal to A\$5 million but otherwise in the same form as the State Letter of Credit and expiring on the same date as the State Letter of Credit. The State undertakes to promptly notify CRNLTD in writing of the receipt of the Further Additional LC. For the avoidance of doubt, if CRNLTD obtains a long term rating from Standard & Poor's of BBB- or higher prior to 31 March 2008 (or such later date, if any, as the State and the Commission may agree in writing), it has no obligation to provide the Further Additional LC.

- 14 Neither the delivery to the State (if applicable) of the Further Additional LC nor the amendments made to the Deed by this document is intended to reduce and does not reduce the limit on secured moneys that would be available under clause 2.12 of the State Charge (as amended as contemplated by this document). Nothing in clause 2.12 of the State Charge limits the ability of the State to make a drawing under any State Letter of Credit in accordance with its or their terms or under the Further Additional LC in accordance with its terms.

The Continuing Guarantors and Crown Melbourne Limited (formerly Crown Limited) agree, at their own cost and expense, promptly to enter into such further agreements, assurances and other documents, and to use their reasonable endeavours to cause third parties to do likewise, as the Commission or the State reasonably requires in writing from time to time or are required by law to give effect to, to confirm, and to ensure that the Commission and the State have the benefit of the first ranking fixed and floating charge and letter or letters of credit specified in clause 22.1(s)(ii) of the Casino Agreement (as amended). If the State, on or after the date of this document, notifies CRNLTD in writing that the State Letter of Credit and/or the Further Additional LC needs to be substituted by another irrevocable standby letter of credit that more accurately describes the State Charge (including amendments made or to be made to the State Charge in connection with this document), CRNLTD must, at its own cost and expense, promptly upon written request from the State, make available to the State one or more substitute irrevocable standby letters of credit (in all respects meeting the requirements of the Deed as amended) in exchange for the surrender of the existing State Letter of Credit and/or the Further Additional LC.

- 15 If the Effective Date does not occur on or before 31 March 2008 (or such later date, if any, as the State and the Commission may agree in writing), this document (other than **clauses 14, 18, 19, 20 and 21**, the definitions required to interpret those clauses and the provisions effecting any variation to, or to references to, the State Charge) will be deemed to be of no force and effect and to be void ab initio. To avoid doubt, the parties intend that the State Charge be varied as contemplated by **clause 2(c)**, and that the variation be

- registered (to the extent such registration is possible), irrespective of when, or whether, the Effective Date occurs.
- 16 For the purposes of this document and the Documents, the address for notices and other communications for CRNLTD as stated in **clause 3** is the same as the address for Crown Melbourne Limited (formerly Crown Limited).
- 17 To the extent of any inconsistency between this document and the Documents, this document prevails. To the extent of any inconsistency between this document, or the Documents (to the extent they are not legislation), and the provisions of the Relevant Legislation (within the meaning of the Casino Agreement), the provisions of the Relevant Legislation prevail. Nothing contained in or implied by this document or the Documents (to the extent they are not legislation) prejudices or affects or is intended in any way to impose any obligation or restriction on the Commission which conflicts with the obligations and duties of, and restrictions on, the Commission under the Relevant Legislation.
- 18 This document is governed by the laws of Victoria. It may be executed in counterparts. Crown Melbourne Limited (formerly Crown Limited) must pay all stamp duty on this document and any stamp duty or registration fees (if any) in connection with the second state charge variation deed contemplated by this document. The provisions of clause 47.1 of the Casino Agreement (other than clause 47.1(g)) apply to this document, as if a reference to "this document" in those provisions were a reference to this document.
- 19 Without limiting any other representation and warranty made or repeated by any party under this document or the Documents:
- (a) each party to this document (other than the Commission and the State) represents and warrants to the Commission and the State that:
- (i) each such party has obtained all Authorisations for it to enter into and to be bound by this document and (as relevant) the October 2007 Guarantees; and
- (ii) without limiting paragraph (a)(i), the entry into and performance of this document and (as relevant) the October 2007 Guarantees and the giving of indemnities or undertaking of any other steps to support or procure the provision of the substitute State Letter of Credit (or, if applicable, Further Additional LC) neither contravene nor will involve a contravention of Section 260A of the Corporations Act 2001, or any other applicable law; and
- (b) Publishing and Broadcasting Limited represents and warrants to the Commission and the State that as at the date of this document:
- (i) there has been no material deterioration in the financial condition of Crown Melbourne Limited (formerly Crown Limited) from its 30 June 2007 financial condition (determined by reference to its audited financial statements for the year ended 30 June 2007, a copy of which is to be provided under **clause 10**); and

- (ii) no Disentitling Event is subsisting or will occur as a result of or in connection with the PBL (Project Arterial) Restructure.
- 20 CRNLTD, Crown Melbourne Limited (formerly Crown Limited) and each of the Continuing Guarantors:
- (c) makes, as at the date of this document and the Effective Date, in respect of itself, the respective representations and warranties set out in:
- (i) clause 2.1(a) to (g) of the Deed (as amended) by reference (where applicable) to this document (but with clause 2.1(f) being modified as required to reflect the capacity of Burswood Nominees Limited); and
- (ii) Schedule 3 of the Casino Agreement (other than those set out in paragraphs 7, 9 and 10 of that Schedule 3) as if it were "the Company"; and
- (d) acknowledges that the State and the Commission have agreed to grant the consent in **clause 2** and the releases under this document in reliance on the representations and warranties described in **clauses 19 and 20(a)**.
- 21 Clauses 7.1, 7.4(b), 7.5, 7.6, 7.7, 7.8, 7.10 and 7.11 of the Deed (as amended) apply to this document as if set out in full here and as if references to the Deed were to this document.
- 22 When the replacement as referred to in paragraph (c) of the Effective Date occurs, the State and the Commission must promptly surrender to Crown Melbourne Limited or as it directs each State Letter of Credit existing at the date of this document.

Schedule 1

Continuing Guarantors

Name	ACN/ABN
Burswood Nominees Limited	078 250 307
Crown Management Holdings Pty Limited	080 301 140
PBL Asia Investments Limited	Not Applicable
PBL Luxembourg SA	Not Applicable
PBL Securities Limited	073 975 514
Publishing and Broadcasting (Finance) Limited	008 644 862
Crown Group Finance Limited	125 812 615
Crown Entertainment Group Holdings Pty Limited	126 028 822

Schedule 2

Released Companies

Name	ACN/ABN
PBL Cinema Holdings Pty Limited	112 190 342
PBL Pay TV Pty Limited	084 940 367
PBL Asia Investments (NZ) Limited	Not Applicable
Publishing and Broadcasting Limited	009 071 167
Publishing and Broadcasting International Holdings Limited	Not Applicable
Robbdoc Pty Ltd	086 229 138

Schedule 3

Clause 2 Consent Letter

[State or Commission letterhead (as the case may be)]

[] 2007

Publishing and Broadcasting Limited
54 Park Street
Sydney 2000
Attention: Guy Jalland, General Counsel

Dear Sirs

Project Arterial

We refer to the Deed of Amendment, Accession and Release dated [] October 2007 between the Victorian Commission for Gambling Regulation (**Commission**), a statutory authority established under the Gambling Regulation Act 2003, The Honourable Tony Robinson MP the Minister for the Crown for the time being administering the Casino Control Act 1991, acting for and on behalf of the State of Victoria (**State**), Publishing and Broadcasting Limited (**PBL**), Crown Melbourne Limited and others (**Deed**).

Words defined in the Deed have the same meanings when used in this letter.

We confirm on behalf of ourselves (and not the [*Commission*][*State*] which will respond independently) that the conditions for our consent referred to in clause 2 of the Deed have been met or waived and that our consent to the PBL (Project Arterial) Restructure and the PBL (Project Arterial) Completion, being the schemes of arrangement described in the scheme booklet given to shareholders of PBL dated [] 2007, is now free from the conditions specified in paragraphs 2(a) to (f) of the Deed.

This letter may be produced to the Court considering the schemes of arrangements referable to PBL (Project Arterial) Restructure.

Yours faithfully

[NB: in the case of the State, this letter may be signed by the Minister for the time being administering the Casino Control Act 1991 or the Secretary to the Department of Justice or, in the absence of such a person, a person nominated by the Minister]

Schedule 4

Clause 2.12 of State Charge

"2.12 Limit on Secured Moneys

- (a) Notwithstanding that the Charge is and remains security for the payment or repayment of the whole of the Secured Money, nevertheless, the aggregate amount of the Secured Money secured by the Charge, and hence the aggregate amount which may be recovered by the State in the exercise in respect of the Charged Property of its rights power and remedies under this deed or at law, is limited to the aggregate from time to time of the following:
- (i) \$100,000,000; and
 - (ii) the greater of:
 - (A) zero; and
 - (B) at any time after an Event of Default has occurred (other than one in respect of which the State has given a notice under clause 2.12(b) that, according to the period specified in that notice, continues to apply to the Event of Default) an amount equal to \$100,000,000 less the aggregate from time to time of:
 - (1) the amount of any drawings made under a State Letter of Credit after the occurrence of the Event of Default; and
 - (2) the aggregate amount for which any State Letter of Credit or State Letters of Credit are at that time available to be drawn on after the occurrence of the Event of Default.
- For the avoidance of doubt, the limit under this clause (a) can never be less than \$100,000,000.
- (b) If the State has not in respect of the Charged Property exercised any of its rights, powers and remedies under this deed or at law following an Event of Default, the State may, by notice in writing to the Company, irrevocably elect to waive for a specified period in respect of that Event of Default the exercise of those rights powers and remedies. In such event, the Event of Default shall be taken for that period not to have occurred for the purposes of clause 2.12(a)(ii).
- (c) For the avoidance of doubt, the limit on Secured Money under this clause 2.12 does not affect or limit the amount available to the State under any State Letter of Credit or any other Guarantee nor the obligation, whether as a personal

covenant or otherwise, of the Company to pay the full amount of the Secured Money.

- (d) The Specified Maximum Amount for the purposes of clause 2.9 remains unchanged and is not affected or limited by this clause 2.12.
- (e) In this clause 2.12, the following definition applies:

State Letter of Credit means a reference collectively or individually to one or more irrevocable standby letters of credit with an aggregate face value of not less than \$185,000,000 issued in connection with one or more Transaction Documents, in favour of the State as beneficiary."

Schedule 5

"Schedule 2 – State Letter of Credit

Irrevocable Letter of Credit No. []

[insert name of issuer] ABN []

[Insert Date]

To: The Honourable Tony Robinson MP

the Minister for the Crown for the time being administering the Casino Control Act 1991, acting for an on behalf of the State of Victoria

Dear Sir,

[] (Issuer) has pleasure in detailing the particulars of its Letter of Credit issued in your favour.

Irrevocable Letter of Credit No. []

Dated []

Issuer: [] 

On Account of: Publishing and Broadcasting (Finance) Limited
(ACN 008 644 862)

Beneficiary: The State of Victoria (Beneficiary)

Maximum Amount: A\$ [] ([] million Australian dollars only)

Expiry Date: 30 June []

Available at: The Issuer at []

By Drafts on: The Issuer

Payable at: 2 Business Days after sight (**Business Day** being for the purposes of this Letter of Credit a day (other than a Saturday

or Sunday) on which banks are open for general business in Melbourne)

Enfaced: "Drawn under [] Irrevocable Letter of Credit No. [] dated []".

Returnable to: [] at []

- Issued in connection with:
- (a) Casino Control Act 1991 (Victoria) (Casino Control Act);
 - (b) the Casino Licence granted to Crown Melbourne Limited ACN 006 973 262 (formerly Crown Limited) under the Casino Control Act;
 - (c) the Casino Agreement dated 21 September 1993 between the Victoria Casino and Gaming Authority and Crown Melbourne Limited (as amended);
 - (d) the Management Agreement dated 20 September 1993 between Crown Melbourne Limited and The Honourable Haddon Storey QC MLC acting on behalf of the Beneficiary (as amended);
 - (e) the Melbourne Casino Project Crown lease dated 19 November 1993 between the Beneficiary and Crown Melbourne Limited (as amended);
 - (f) the fixed and floating charge dated 19 November 1993 between Crown Melbourne Limited and The Honourable Haddon Storey QC MLC acting on behalf of the Beneficiary (as amended).

(each a State Document)

A claim under this Letter of Credit may be made by delivery to the Issuer at the address stated above, by no later than 3.00pm (Sydney time) on a Business Day on or before the Expiry Date, of a draft payable to the credit of an account in the name of the Beneficiary together with a certificate (signed by the Secretary to the Department of Treasury and Finance or, in the absence of such a person, a person nominated by the Minister holding the position of Treasurer in the Victorian State Government) stating:

- (a) that the person executing the certificate has authority to execute the certificate on behalf of the Beneficiary;
- (b) that the certificate is made pursuant to the terms of this Letter of Credit;

- (c) that the amount claimed is not more than the amount available under this Letter of Credit;
- (d) that there has been a failure to pay (1) any amount of liquidated damages due under clause 17.2 of the Management Agreement which has not been paid; (2) any tax required to be paid under clauses 22 or 22A of the Management Agreement or section 81J or section 81M of the Casino Control Act 1991 of Victoria in full or in part; or (3) any other amount due but unpaid under any other State Document (**Default Sum**);
- (e) that the Beneficiary has made demand on Crown Limited ACN 125 709 953 for payment of the Default Sum and Crown Limited has defaulted in making such payment; and
- (f) that the Beneficiary requests payment of the Default Sum or the Maximum Amount, whichever is the lesser.

Multiple drawings are permitted under this Letter of Credit up to an aggregate amount equal to the initial Maximum Amount of this Letter of Credit. The Maximum Amount will automatically reduce by the amount of each such drawing and reduces to nil on the Expiry Date.

There is no responsibility on the part of the Issuer to investigate the authenticity or correctness of the certificate or any other document accompanying any draft, the authenticity of the signatures of any of them, the authority of the signatories to sign them or the authority of the bearer of the draft to present the draft and accompanying certificates and other documents.

The Issuer engages with the Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be paid free and clear of any set-off, counterclaim or deduction within 2 Business Days of presentation.

This Letter of Credit is not assignable or transferable.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600. As to matters not governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision), this Letter of Credit is governed by and is to be construed in accordance with the laws of Victoria.

For and on behalf of
 []

.....
Authorised Signatory

.....
Authorised Signatory"

Executed as a deed.

The Official Seal of the VICTORIAN
COMMISSION FOR GAMBLING
REGULATION is hereto affixed in
accordance with the directions of the
Commission, in the presence of:

000136



A/Commissioner



Director

Signed sealed and delivered
by The Honourable Tony Robinson
MP the Minister for the Crown for the
time being administering the Casino
Control Act 1991, acting for and on
behalf of the State of Victoria in the
presence of:



Witness .

KATE STEWART

Name of Witness (print)

Executed for Publishing and Broadcasting Limited:

By the party's attorney pursuant to
power of attorney dated 16 October
2007 who states that no notice of
revocation of the power of attorney has
been received in the presence of:

[Redacted]

Witness

NICK BROOME
Name of Witness (print)

[Redacted]

Attorney

MICHAEL JAMES NELSON
Name of Attorney (print)

Executed for Crown Limited:

By the party's attorney pursuant to
power of attorney dated 16 October
2007 who states that no notice of
revocation of the power of attorney has
been received in the presence of:

[Redacted]

Witness

NICK BROOME
Name of Witness (print)

[Redacted]

Attorney

MICHAEL JAMES NELSON
Name of Attorney (print)

Executed for the other Released Companies:

- PBL Cinema Holdings Pty Limited
- PBL Pay TV Pty Limited
- PBL Asia Investments (NZ) Limited
- Publishing and Broadcasting International Holdings Limited
- Robbdoc Pty Ltd

By the party's attorney pursuant to
power of attorney dated 16 October
2007 who states that no notice of
revocation of the power of attorney has
been received in the presence of:

[Redacted]

Witness

NICK BROOME
Name of Witness (print)

[Redacted]

Attorney

MICHAEL JAMES NELSON
Name of Attorney (print)

Annexure A

Form of Eleventh Variation Agreement to the Casino Agreement



COMMERCIAL IN CONFIDENCE

Melbourne Casino Project

Eleventh Variation Agreement To The Casino Agreement

Victorian Commission for Gambling Regulation

and

Crown Melbourne Limited

ACN 006 973 262

COMMERCIAL IN CONFIDENCE

**MELBOURNE CASINO PROJECT
ELEVENTH VARIATION AGREEMENT TO THE CASINO AGREEMENT**

THIS AGREEMENT is made on 2007

BETWEEN

VICTORIAN COMMISSION FOR GAMBLING REGULATION

a statutory authority established under the *Gambling Regulation Act 2003* (Vic)
with its office at Level 5, 35 Spring Street, Melbourne, Victoria

("Commission")


AND

CROWN MELBOURNE LIMITED (formerly named Crown Limited)

ACN 006 973 262 of 8 Whiteman Street, Southbank, Victoria

("Company")

RECITALS

- 
- A. The Victorian Casino Control Authority ("VCCA") and the Company entered into an agreement dated 21 September 1993 providing, among other things, for the grant of the Casino Licence to the Company ("**Casino Agreement**").
 - B. The Casino Agreement has been varied by the Master Security Agreement dated 30 July 1997 and by variation agreements dated 19 November 1993, 31 March 1994, 25 May 1994, 7 March 1995(2), 8 May 1997, 2 July 1998, 27 May 1999, 8 July 2005 and 6 March 2007.
 - C. The parties have agreed to vary certain provisions of the Casino Agreement in the manner set out in this document.
 - D. The Minister has given approval to the Commission entering into this variation agreement pursuant to clause 4 of the Casino Agreement and the Commission has entered into this variation agreement pursuant to section 142(4) of the Casino Control Act and Clause 4 of the Casino Agreement.

COMMERCIAL IN CONFIDENCE

THE PARTIES AGREE

1. DEFINITIONS

Unless the context otherwise requires or the contrary intention appears, terms defined in the Casino Control Act or the Casino Agreement have the same meaning when used in this document.

2. VARIATION OF THE CASINO AGREEMENT

The parties agree that the Casino Agreement is varied with effect from the Effective Date in the following manner:

- (a) in clause 2 in the definition of Australian Accounting Standards, delete the word "Law" wherever appearing and substitute "Act";
- (b) in clause 2 in the definition of Company, delete the word "Casino" in between the words "Crown" and "Ltd." only, and insert in its place the word "Melbourne";
- (c) in clause 2 in the definition of Group, delete the word "Law" and substitute "Act";
- (d) in clause 2 in the definition of Holding Company, delete the word "Law" and substitute "Act";
- (e) in clause 2 in the definition of Holding Company Group, delete the word "Law" and substitute "Act";
- (f) in clause 2 in the definition of Share, delete "with a par value of \$0.50";
- (g) in clause 2 in the definition of Subsidiary:
 - (i) delete the words "of the Company" wherever appearing; and
 - (ii) delete the words "Section 46 of the *Corporations Law*" and substitute "Division 6 of Part 1.2 of the *Corporations Act*";
- (h) in clause 22.1(h):
 - (i) delete the words "within the meaning of Part 6.8 of the *Corporations Law*" and substitute "to which Part 6C.2 of the *Corporations Act* applies"; and
 - (ii) delete the words "Sections 718 and 719 of the *Corporations Law*" and substitute "Section 672A of the *Corporations Act*";
- (i) in clause 22.1(s), insert the following at the beginning of the clause "in order to secure the obligations of the Company under or in connection with the Transaction Documents and the *Casino Control Act*,";
- (j) in clause 22.1(i), delete the word "Law" and substitute "Act";

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- (k) in clause 22.2, delete the word "*Law*" and substitute "*Act*";
- (l) in clause 22.3:
 - (i) delete the words "Part 6.7 of the *Corporations Law*" wherever appearing and substitute "Part 6C.1 of the *Corporations Act*"; and
 - (ii) delete the word "shareholdings" and substitute "holdings"; and
- (m) in Warranty 6 of Schedule Three, delete the reference to "*Corporations Law*" and substitute "*Corporations Act*".

In this Clause 2, "Effective Date" has the same meaning as in the Deed of Amendment, Accession and Release dated on or about the date of this document between the Commission, the State, the Company, the Holding Company and members of the Holding Company Group.

3. CONFIRMATION OF OTHER TERMS

The parties acknowledge and confirm that except as expressly varied by this document, the terms and conditions of the Casino Agreement remain in full force and effect.

4. GENERAL PROVISIONS

Clauses 40 to 47 (inclusive) of the Casino Agreement (as amended from time to time) apply to this document as if expressly included in this document.



EXECUTED by the parties as a deed.

THE OFFICIAL SEAL of VICTORIAN)
COMMISSION FOR GAMBLING)
REGULATION is hereto affixed in accordance)
with the directions of the Commission)
in the presence of:

..... Commissioner

COMMERCIAL IN CONFIDENCE

..... Full name

..... Commissioner

..... Full name

EXECUTED by CROWN)
MELBOURNE LIMITED)
in accordance with Section 127 of the)
Corporations Act 2001 by:)
)

Signature of Director

Signature of Director/Secretary
(Please delete as applicable)

Name of Director (print)

Name of director/Secretary (print)

