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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY AND SUBSIDIARIES

1. Incorporation

Our Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 4 September 2009. We have established a place of business in Hong Kong at Level 28, Three Pacific Place, 1 Queen’s Road East, Hong Kong and are registered in Hong Kong under Part XI of the Companies Ordinance, with Mrs. Seng Sze Ka Mee, Natalia and Ms. Kwok Yu Ching being appointed as our authorized representatives to accept service of legal process and notices in Hong Kong on behalf of us. As our Company was incorporated in the Cayman Islands, it operates subject to the Companies Law and to its constitution. Its constitution comprises the Memorandum of Association and the Articles of Association. A summary of various parts of its constitution and relevant aspects of the Companies Law is set out Appendix V, “Summary of the Constitution of the Company and Cayman Company Law” to this document.

2. Changes in the Share Capital of our Company

The following changes in the share capital of our Company have taken place since the date of its incorporation up to the date of this document:

(a) As at the date of incorporation of our Company on 4 September 2009, its authorized share capital was HK\$[●] divided into [●] shares of HK\$[●] each. One share of HK\$[●] each was issued to [●] fully paid on [●] 2009 and was transferred to WM Cayman Holdings Limited I for consideration of HK\$[●].

(b) [●]

As at the Latest Practicable Date, our issued share capital was held as follows:

Name of Company	Number of Shares held
WM Cayman Holdings Limited I	[●] Shares

Save as disclosed in this document, there has been no alteration in our share capital since its incorporation.

3. Reorganization

The reorganization of the Group companies, the Finance Reorganization and the Reorganization.

(a) As part of the Finance Reorganization, the following events took place:

(i) On 7 July 2009, WM Cayman Holdings Limited I was incorporated in the Cayman Islands with an authorized share capital of US\$50,000 comprising 50,000 shares of US\$1.00 each.

(ii) On 4 September 2009, the Company was incorporated in the Cayman Islands.

(iii) On [date], WRIL and Wynn Resorts (Macau), Ltd. transferred substantially all of their interests in Palo Real Estate Company Limited to WRM. Each company retained a *de minimis* interest in Palo Real Estate Company Limited.

(iv) On 8 September 2009, WM Cayman Holdings Limited II was incorporated in the Cayman Islands with an authorized share capital of US\$50,000 comprising 50,000 shares of US\$1.00.

(v) On [date], Wynn Group Asia, Inc. transferred its 100% ownership of WRIL to WM Cayman Holdings Limited II for a nominal payment of US\$1.00 pursuant to an acquisition agreement dated [date], the details of which are summarized in item y in “B. Further information about the Business — Summary of Material Contracts” in this Appendix.

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (b) As part of the Reorganization, the following events took place:
- (i) On [date], Wynn Resorts, Limited transferred its 100% ownership of WM Cayman Holdings Limited I to Wynn Group Asia, Inc. for a nominal payment of US\$1.00 pursuant to an acquisition agreement dated [date], the details of which are summarized in item z in “B. Further information about the Business — Summary of Material Contract” in this Appendix.
 - (ii) On [date], Wynn Group Asia, Inc. transferred its 100% ownership of WM Cayman Holdings Limited II to WM Cayman Holdings I for a nominal payment of US\$1.00 pursuant to an acquisition agreement dated [date], the details of which are summarized in item aa in “B. Further information about the Business — Summary of Material Contract” in this Appendix.
 - (iii) On [date], the Company and WM Cayman Holdings Limited I entered into the Acquisition Agreement pursuant to which the Company has agreed to pay the Acquisition Consideration for the acquisition of the entire issued share capital of WM Cayman Holdings Limited II. The acquisition will be completed prior to completion of the Reorganization. Details of the Acquisition Agreement are summarized in item bb in “B. Further information about the Business — Summary of Material Contracts” in this Appendix.

For further details of our Finance Reorganization and Reorganization, see “History and Corporate Structure — Reorganization and Our Establishment.”

4. Written Resolutions of our Sole Shareholder, WM Cayman Holdings Limited I

Pursuant to written resolutions of our sole shareholder, WM Cayman Holdings Limited I passed on [●] 2009 the adoption of the Memorandum and Articles of Association.

5. Changes in Share Capital of Subsidiaries

Our subsidiaries are referred to in the Accountant’s Report, the text of which is set out in Appendix IA, “Accountant’s Report — WM Cayman Holdings Limited II.”

Save as disclosed in “A. Further Information about Our Company and Subsidiaries — 3. Reorganization,” there has been no alteration in the share capital of our subsidiaries within the two years preceding the date of this document.

B. FURTHER INFORMATION ABOUT THE BUSINESS

1. Summary of Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by us or our subsidiaries within the two years preceding the date of this document and are or may be material:

- (a) Amendment and restatement of common terms agreement dated [●] 2009 between, among others, WRM as borrower, Société Générale, Hong Kong Branch as intercreditor agent, Société Générale, Hong Kong branch as security agent and the other financial institutions referred to therein as lenders. This agreement sets out, among other things, the common terms under which the lenders have made the Wynn Macau Credit Facilities available to WRM. This agreement also provides that, among other things, Wynn Group Asia, Inc. shall no longer be an obligor and guarantor and that WM Cayman Holdings Limited II shall become an obligor and guarantor under the finance documents;
- (b) Amendment and restatement of pledgors’ guarantee dated [●] 2009 between Wynn Group Asia, Inc., as outgoing guarantor, WM Cayman Holdings Limited II as new guarantor, WRIL, Wynn Resorts (Macau) Holdings, Ltd., Wynn Resorts (Macau), Ltd. as guarantors and Société Générale, Hong Kong Branch as

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- security agent. This deed provides, among other things, a guarantee by the guarantors in favor of the lenders in respect of the Wynn Macau Credit Facilities. This deed also provides that Wynn Group Asia, Inc. shall cease being a guarantor and that WM Cayman Holdings Limited II shall become a guarantor under the deed;
- (c) Amendment and restatement of share charge dated [●] 2009 between Wynn Group Asia, Inc. as outgoing chargor, WM Cayman Holdings Limited II as new chargor, WRM as borrower and Société Générale, Hong Kong branch as security agent in relation to a charge over the shares of WRIL. This deed provides that, among other things, Wynn Group Asia, Inc. shall no longer be a chargor and that WM Cayman Holdings Limited II shall become a chargor under the share charge;
 - (d) Amendment and restatement of subordination deed dated [●] 2009 between, among others, WRM as the company, Wynn Resorts, Limited and Wynn Resorts Holdings, LLC as licensors, Wynn Group Asia, Inc. as outgoing assignor, WM Cayman Holdings Limited II as new assignor, WRIL, Wynn Resorts (Macau) Holdings, Ltd., Wynn Resorts (Macau), Ltd. as assignors, and Société Générale, Hong Kong Branch as security agent. This deed provides that, among other things, relevant members of the Obligor Group and the licensors shall subordinate their rights to those of the lenders under the Wynn Macau Credit Facilities against other relevant members of the Obligor Group. This deed also provides, among other things, that Wynn Group Asia, Inc. shall no longer be an assignor and that WM Cayman Holdings Limited II shall become an assignor, and that Wynn Group Asia, Inc. shall transfer any sums payable and obligations owing to it by members of the Obligor Group to WM Cayman Holdings Limited II;
 - (e) Amendment and restatement of deed of appointment and priority dated 27 June 2007, between, among others, WRM as the company, Société Générale, Hong Kong Branch as security agent, Banco Nacional Ultramarino, S.A., as second ranking finance party, Société Générale Asia Limited as intercreditor agent, and the other financial institutions referred to therein as first ranking lenders. This amendment deed governs the relationship between, among others, WRM as borrower, the other obligors, the financing parties, the intercreditor agent and security agent in respect of the Wynn Macau Credit Facilities;
 - (f) Amendment and restatement of the hotel facility Agreement dated 27 June 2007 between WRM as the company, Société Générale Asia Limited as hotel facility agent, and certain financial institutions referred to therein as hotel facility lenders. This is one of the facility agreements pursuant to which the Wynn Macau Credit Facilities are made available to WRM;
 - (g) Amendment and restatement of the project facility agreement dated 27 June 2007 between WRM as the company, Société Générale Asia Limited as project facility agent, and certain financial institutions referred to therein as project facility lenders. This is one of the facility agreements pursuant to which the Wynn Macau Credit Facilities are made available to WRM;
 - (h) Amendment and restatement of the revolving credit facility agreement dated 27 June 2007 between WRM as the company and Société Générale, Hong Kong Branch as revolving credit facility agent and certain financial institutions referred to therein as revolving credit facility lenders. This is one of the facility agreements pursuant to which the Wynn Macau Credit Facilities are made available to WRM;
 - (i) Bank guarantee reimbursement agreement dated 14 September 2004 between WRM as company and Banco Nacional Ultramarino, S.A. This is a reimbursement agreement in respect of a guarantee made by Banco Nacional Ultramarino, S.A. in favor of the Macau government;
 - (j) Debenture deed of amendment and release dated 27 June 2007 between, among others, WRM as the company and Société Générale, Hong Kong branch as the security agent;
 - (k) Amendment and restatement of floating charge dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong Branch as the security agent;

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (l) Amendment and restatement of mortgage dated 25 June 2007 between WRM as borrower and Société Générale, Hong Kong Branch as security agent;
- (m) Amendment and restatement of assignment of insurances dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong Branch as security agent;
- (n) Charge over Hong Kong accounts dated 30 August 2006 between WRM as the company and Société Générale, Hong Kong branch as security agent;
- (o) Amendment and restatement of assignment of rights dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong Branch as security agent;
- (p) Amendment and restatement of company share pledge dated 26 June 2007 between Wynn Resorts (Macau), Ltd. and WRIL, as pledgors, Société Générale, Hong Kong branch as security agent and WRM as the company;
- (q) Amendment and restatement of land security assignment dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong branch as security agent;
- (r) Amendment and restatement of pledge over gaming equipment and utensils dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong branch as security agent;
- (s) Amendment and restatement of pledge over on-shore accounts dated 25 June 2007 between WRM as the company and Société Générale, Hong Kong branch as security agent;
- (t) Amendment and restatement of share pledge dated 25 June 2007 between Mr. Wong Chi Seng as pledgor, Société Générale, Hong Kong Branch as security agent and WRM as the company;
- (u) Amendment and restatement of share charge dated 27 June 2007 between Wynn Resorts (Macau) Holdings, Ltd. as chargor, WRM as borrower and Société Générale, Hong Kong Branch as security agent;
- (v) Amendment and restatement of the intellectual property license agreement dated [●] 2009 between Wynn Resorts, Limited and Wynn Resorts Holdings, LLC as licensors and WRM as licensee;
- (w) Intellectual property license agreement dated [●] 2009 between Wynn Resorts, Limited and Wynn Resorts Holdings, LLC, as licensors, and the Company, as licensee;
- (x) Account control agreement dated 3 October 2008 between WRM as pledgor, Deutsche Bank Trust Company Americas as depositary bank and Société Générale, Hong Kong Branch as security agent. This is an account control agreement in respect of an account held with Deutsche Bank Trust Company Americas;
- (y) Account security agreement dated 3 October 2008 between WRM as company and Société Générale, Hong Kong Branch as security agent. This is a security agreement in respect of an account held with Deutsche Bank Trust Company Americas;
- (z) Security assignment and charge on account dated 22 September 2008 between WRM as chargor and Société Générale, Hong Kong Branch as security agent. This is a security assignment and charge in respect of an account held with J.P. Morgan Bank (Ireland) plc;
- (aa) Design-build agreement for guaranteed maximum price architectural, engineering and construction services (diamond suites) dated 8 November 2007 between WRM as owner and Leighton Contractors (Asia) Limited, China State Construction Engineering (Hong Kong) Limited and China Construction Engineering (Macau) Company Limited as, jointly and severally, contractor;

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

- (bb) Parent completion guarantee dated 20 February 2008 between WRM as owner and Leighton Holdings Limited and China Overseas Holdings Limited as, collectively, guarantors;
- (cc) Change order and amendment dated 5 May 2009 between WRM as owner and Leighton Contractors (Asia) Limited, China State Construction Engineering (Hong Kong) Limited and China Construction Engineering (Macau) Company Limited as, jointly and severally, contractor;
- (dd) Corporate allocation agreement dated [●] 2009 between Wynn Resorts, Limited and the Company;
- (ee) Amendment and restatement of the corporate allocation agreement dated [●] 2009 between Wynn Resorts, Limited and WRM;
- (ff) Share purchase agreement dated 1 August 2008 between Wynn Cotai Holding Company, Ltd, Cotai partner, Ltd, and Palo Real Estate Company Limited and Tien Chiao Entertainment and Investment Company Limited;
- (gg) Acquisition agreement dated [●] between Wynn Group Asia, Inc. and WM Cayman Holdings Limited II pursuant to which Wynn Group Asia, Inc. transferred its 100% ownership of WRIL to WM Cayman Holdings Limited II for a nominal payment of US\$1.00;
- (hh) Acquisition agreement dated [●] between Wynn Resorts, Limited and Wynn Group Asia, Inc. pursuant to which Wynn Resorts, Limited transferred its 100% ownership of WM Cayman Holdings Limited I to Wynn Group Asia, Inc. for a nominal payment of US\$1.00;
- (ii) Acquisition agreement dated [●] between Wynn Group Asia, Inc. and WM Cayman Holdings Limited I pursuant to which Wynn Group Asia, Inc. transferred its 100% ownership of WM Cayman Holdings Limited II to WM Cayman Holdings I for a nominal payment of US\$1.00;
- (jj) Acquisition Agreement; and
- (kk) Deed of non-competition undertaking dated [●] given by Wynn Resorts, Limited in our favor.

C. INTELLECTUAL PROPERTY OF THE GROUP

Trademarks, Patents and Domain names



Save for the Intellectual Property Rights that have been licensed to WRM by Wynn Resorts Holdings, LLC as disclosed below, no member of our Group had applied for or registered any trademarks, patents, domain names, or other intellectual property rights which are material to the Group’s business as at the Latest Practicable Date:

- (i) As at the Latest Practicable Date, we are licensed to use certain registered trademarks, including, but not limited to, the following:

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration No.	Next Renewal Date (dd/mm/yy) (Note 1)
WYNN MACAU	Wynn Resorts Holdings, LLC	Macau	41	N/11 905	05/05/10
WYNN MACAU	Wynn Resorts Holdings, LLC	Macau	42	N/11 906	05/05/10

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration No.	Next Renewal Date (dd/mm/yy)
永利	Wynn Resorts Holdings, LLC	Macau	41	N/11 958	05/06/10
永利	Wynn Resorts Holdings, LLC	Macau	42	N/11 959	05/06/10
WYNN MACAU	Wynn Resorts Holdings, LLC	Macau	25	N/13 729	03/02/11
OKADA	Wynn Resorts Holdings, LLC	Macau	42	N/18 979	08/08/12
WING LEI	Wynn Resorts Holdings, LLC	Macau	42	N/18 980	08/08/12
RED 8	Wynn Resorts Holdings, LLC	Macau	42	N/18 981	08/08/12
WYNN MACAU	Wynn Resorts Holdings, LLC	Macau	35	N/20 529	07/12/12
WYNN MACAU	Wynn Resorts Holdings, LLC	Macau	42	N/20 530	07/12/12
	Wynn Resorts Holdings, LLC	Macau	14	N/20 534	07/12/12
	Wynn Resorts Holdings, LLC	Macau	16	N/20 535	07/12/12
	Wynn Resorts Holdings, LLC	Macau	18	N/20 536	07/12/12
	Wynn Resorts Holdings, LLC	Macau	20	N/20 537	07/12/12
	Wynn Resorts Holdings, LLC	Macau	21	N/20 538	07/12/12
	Wynn Resorts Holdings, LLC	Macau	25	N/20 539	07/12/12
	Wynn Resorts Holdings, LLC	Macau	28	N/20 540	07/12/12
	Wynn Resorts Holdings, LLC	Macau	30	N/20 541	07/12/12
	Wynn Resorts Holdings, LLC	Macau	32	N/20 542	07/12/12
	Wynn Resorts Holdings, LLC	Macau	35	N/20 543	07/12/12
	Wynn Resorts Holdings, LLC	Macau	41	N/20 544	07/12/12
	Wynn Resorts Holdings, LLC	Macau	42	N/20 545	07/12/12
永利澳門	Wynn Resorts Holdings, LLC	Macau	3	N/22 663	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	6	N/22 664	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	8	N/22 665	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	14	N/22 666	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	16	N/22 667	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	18	N/22 668	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	20	N/22 669	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	21	N/22 670	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	25	N/22 671	09/04/13

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APPENDIX VI




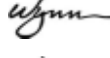




STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration No.	Next Renewal Date (dd/mm/yy)
永利澳門	Wynn Resorts Holdings, LLC	Macau	28	N/22 672	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	30	N/22 673	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	32	N/22 674	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	35	N/22 675	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	41	N/22 676	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	43	N/22 677	09/04/13
永利澳門	Wynn Resorts Holdings, LLC	Macau	45	N/22 678	09/04/13
	Wynn Resorts Holdings, LLC	Macau	12	N/22 679	09/04/13
	Wynn Resorts Holdings, LLC	Macau	43	N/22 683	09/04/13
	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 859	28/09/13
	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 867	28/09/13
紅8粥麵	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 868	28/09/13
	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 875	28/09/13
Ristorante il Teatro	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 876	28/09/13
帝雅廷	Wynn Resorts Holdings, LLC	Macau	43	N/22 877	09/04/13
	Wynn Resorts Holdings, LLC	Macau	43	N/22 878	09/04/13
岡田日式料理	Wynn Resorts Holdings, LLC	Macau	43 (excluded temporary accommodation)	N/22 879	28/09/13
	Wynn Resorts Holdings, LLC	Macau	35	N/23 220	15/05/13
	Wynn Resorts Holdings, LLC	Macau	40	N/23 225	15/05/13

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration No.	Next Renewal Date (dd/mm/yy)
	Wynn Resorts Holdings, LLC	Macau	41	N/23 226	15/05/13
	Wynn Resorts Holdings, LLC	Macau	42	N/23 227	15/05/13
	Wynn Resorts Holdings, LLC	Macau	43	N/23 228	15/05/13
	Wynn Resorts Holdings, LLC	Macau	44	N/23 229	15/05/13
	Wynn Resorts Holdings, LLC	Macau	45	N/23 230	15/05/13
	Wynn Resorts Holdings, LLC	Macau	41	N/23 339	15/05/13
	Wynn Resorts Holdings, LLC	Macau	41	N/23 341	15/05/13
Red Card Player's Club	Wynn Resorts Holdings, LLC	Macau	39	N/23 342	15/05/13
Red Card Player's Club	Wynn Resorts Holdings, LLC	Macau	41	N/23 343	15/05/13
Red Card Player's Club	Wynn Resorts Holdings, LLC	Macau	43	N/23 344	15/05/13
WYNN CLUB	Wynn Resorts Holdings, LLC	Macau	41	N/24 092	08/07/13
永利會	Wynn Resorts Holdings, LLC	Macau	41	N/24 095	08/07/13
SKY CASINO	Wynn Resorts Holdings, LLC	Macau	41	N/24 096	08/07/13
SKY CASINO	Wynn Resorts Holdings, LLC	Macau	43	N/24 097	08/07/13
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	35	N/24 969	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	40	N/24 974	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	41	N/24 975	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	42	N/24 976	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	43	N/24 977	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	44	N/24 978	30/01/14
WYNN COTAI	Wynn Resorts Holdings, LLC	Macau	45	N/24 979	30/01/14
永利路氹城	Wynn Resorts Holdings, LLC	Macau	35	N/25 092	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	40	N/25 097	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	41	N/25 098	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	42	N/25 099	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	43	N/25 100	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	44	N/25 101	20/10/13
永利路氹城	Wynn Resorts Holdings, LLC	Macau	45	N/25 102	20/10/13
	Wynn Resorts Holdings, LLC	Macau	45	N/25 453	20/10/13

THIS INFORMATION PACK IS IN DRAFT FORM. The information contained in it is incomplete and is subject to change. This Information Pack must be read in conjunction with the section headed “Warning” on the cover of this Information Pack.

APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration No.	Next Renewal Date (dd/mm/yy)
	Wynn Resorts Holdings, LLC	Macau	41	N/25 454	20/10/13
CINNEBAR	Wynn Resorts Holdings, LLC	Macau	41	N/29 898	03/07/14
CINNEBAR	Wynn Resorts Holdings, LLC	Macau	43	N/29 899	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	25	N/30 121	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	35	N/30 122	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	41	N/30 123	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	43	N/30 124	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	44	N/30 125	03/07/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	45	N/30 126	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	25	N/30 127	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	35	N/30 128	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	41	N/30 129	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	43	N/30 130	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	44	N/30 131	03/07/14
ENCORE	Wynn Resorts Holdings, LLC	Macau	45	N/30 132	03/07/14
主席會	Wynn Resorts Holdings, LLC	Macau	41	N/31 206	23/01/15
主席會	Wynn Resorts Holdings, LLC	Macau	43	N/31 207	23/01/15
主席會	Wynn Resorts Holdings, LLC	Macau	45	N/31 208	23/01/15
主席會 (<i>Prosperity tree</i>)	Wynn Resorts Holdings, LLC	Macau	43	N/31 209	25/08/14
主席會	Wynn Resorts Holdings, LLC	Macau	41	N/31 210	25/08/14
主席會	Wynn Resorts Holdings, LLC	Macau	45	N/31 211	25/08/14
主席會	Wynn Resorts Holdings, LLC	Macau	39	N/31 212	25/08/14
THE CHAIRMAN'S SALON	Wynn Resorts Holdings, LLC	Macau	45	N/31 233	25/08/14
THE CHAIRMAN'S SALON	Wynn Resorts Holdings, LLC	Macau	43	N/31 234	25/08/14
THE CHAIRMAN'S SALON	Wynn Resorts Holdings, LLC	Macau	41	N/31 236	25/08/14
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	Macau	39	N/36 310	30/04/15
ENCORE	Wynn Resorts Holdings, LLC	Macau	39	N/36 311	30/04/15








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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration Number	Next Renewal Date (dd/mm/yy)
Ristorante il Teatro (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738441	10/10/16
					
RISTORANTE IL TEATRO					
Café Esplanada & Device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738414	10/10/16
					
CINNEBAR	Wynn Resorts Holdings, LLC	Hong Kong	41, 43	300921735	26/07/17
DESERT BAMBU	Wynn Resorts Holdings, LLC	Hong Kong	03	300715545	05/09/16
ENCORE	Wynn Resorts Holdings, LLC	Hong Kong	25, 35, 43		
ENCORE	Wynn Resorts Holdings, LLC	Hong Kong	35		
ENCORE	Wynn Resorts Holdings, LLC	Hong Kong	41	300912870AA	15/07/17
ENCORE	Wynn Resorts Holdings, LLC	Hong Kong	43		
ENCORE	Wynn Resorts Holdings, LLC	Hong Kong	44, 45	300912870AC	15/07/17
ENCORE AT WYNN . . .	Wynn Resorts Holdings, LLC	Hong Kong	25, 44, 45	300912889AB	15/07/17
ENCORE AT WYNN . . .	Wynn Resorts Holdings, LLC	Hong Kong	35, 41, 43	300912889AA	15/07/17
OKADA Device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738450	10/10/16
					
					
OKADA	Wynn Resorts Holdings, LLC	Hong Kong	43	300743085	17/10/16
OKADA	Wynn Resorts Holdings, LLC	Hong Kong	43	300738009	10/10/16
OKADA device	Wynn Resorts Holdings, LLC	Hong Kong	43	300743094	17/10/16
					
RED 8	Wynn Resorts Holdings, LLC	Hong Kong	43	300738027	10/10/16
red 8 congee noodle Device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300743102	17/10/16
					
					

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration Number	Next Renewal Date (dd/mm/yy)
red 8 congee noodle Device in Chinese characters (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738388	10/10/16
					
red 8 congee noodle in Chinese characters	Wynn Resorts Holdings, LLC	Hong Kong	43	300738397	10/10/16
					
Red Card Player’s Club (in series)	Wynn Resorts Holdings, LLC	Hong Kong	39, 41, 43	300738487	10/10/16
					
RISTORANTE IL TEATRO	Wynn Resorts Holdings, LLC	Hong Kong	43	300743120	17/10/16
Ristorante il Teatro Device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738432	10/10/16
					
SKY CASINO	Wynn Resorts Holdings, LLC	Hong Kong	41, 43	300715536	05/09/16
WING LEI	Wynn Resorts Holdings, LLC	Hong Kong	43	300738018	10/10/16
WING LEI	Wynn Resorts Holdings, LLC	Hong Kong	43	300746325	23/10/16
WING LEI RESTAURANT & LOUNGE & Chinese characters (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300738379	10/10/16
					
WYNN CLUB	Wynn Resorts Holdings, LLC	Hong Kong	41, 43	300738513	10/10/16
WYNN CLUB Device	Wynn Resorts Holdings, LLC	Hong Kong	39, 41, 43	300738360	10/10/16
					
WYNN Device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	12, 39, 41	300738522	10/10/16
					
WYNN MACAU	Wynn Resorts Holdings, LLC	Hong Kong	06, 08, 14, 16, 18, 21, 28, 35, 44, 45	300738045	10/10/16

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Registered Owner	Place of Registration	Class	Registration Number	Next Renewal Date (dd/mm/yy)
WYNN MACAU	Wynn Resorts Holdings, LLC	Hong Kong	25, 41, 43	300134126	28/12/13
Wynn.(stylized)	Wynn Resorts Holdings, LLC	Hong Kong	06, 14, 16, 18, 21, 25, 28, 35, 41, 43, 44, 45	300738063	10/10/16
					
咖啡苑 (Cafe Esplanada & Chinese characters & device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300743157	17/10/16
					
					
意大利餐廳 (Ristorante il Teatro & Chinese characters & device (in series)	Wynn Resorts Holdings, LLC	Hong Kong	43	300743148	17/10/16
					
					
永利 (WYNN in Chinese)	Wynn Resorts Holdings, LLC	Hong Kong	41, 43	300089686	06/10/13
永利坊 (WING LEI & Chinese characters)	Wynn Resorts Holdings, LLC	Hong Kong	43	300746334	23/10/16
					
永利澳門 (WYNN MACAU in Chinese (wing lee macau))	Wynn Resorts Holdings, LLC	Hong Kong	03, 06, 08, 14, 16, 18, 20, 21, 25, 28, 30, 32, 35, 41, 43, 44, 45	300738036	10/10/16
WYNN WIN	Wynn Resorts Holdings, LLC	China	34	5546296	07/04/19
					
Wynn(stylised)	Wynn Resorts Holdings, LLC	China	30	5516994	14/06/19
					
Wynn(stylised)	Wynn Resorts Holdings, LLC	China	32	5517005	14/06/19
永利 (WYNN in Chinese)	Wynn Resorts Holdings, LLC	China	41	3808582	20/03/16
永利 (WYNN in Chinese)	Wynn Resorts Holdings, LLC	China	43	3808581	20/03/16




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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Note:





(1) The dates are six months prior to the expiration of the registered trademark. On or around each of the dates, Wynn Resorts Holdings, LLC would determine whether to renew the relevant registered trademark.

(ii) As at the Latest Practicable Date, we are licensed to use certain pending trademarks, including, but not limited to, the following:

Trademarks	Name of Applicant	Place of Registration	Class	Application Number	Application Date (dd/mm/yy)
ENCORE	Wynn Resorts Holdings, LLC	China	25	6195487 <i>(Note 3)</i>	31/07/07
ENCORE	Wynn Resorts Holdings, LLC	China	35	6195488 <i>(Note 3)</i>	31/07/07
ENCORE	Wynn Resorts Holdings, LLC	China	41	6195489 <i>(Note 3)</i>	31/07/07
ENCORE	Wynn Resorts Holdings, LLC	China	43	6195490 <i>(Note 3)</i>	31/07/07
ENCORE	Wynn Resorts Holdings, LLC	China	44	6195491 <i>(Note 3)</i>	31/07/07
ENCORE	Wynn Resorts Holdings, LLC	China	45	6195492 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	25	6195493 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	35	6195494 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	41	6195495 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	43	6195496 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	44	6195512 <i>(Note 3)</i>	31/07/07
ENCORE AT WYNN	Wynn Resorts Holdings, LLC	China	45	6195513 <i>(Note 3)</i>	31/07/07
MISC DESIGN (CREST LOGO)	Wynn Resorts Holdings, LLC	China	25	5516988 <i>(Note 1)</i>	02/08/06
 MISC DESIGN (CREST LOGO)	Wynn Resorts Holdings, LLC	China	35	5516987 <i>(Note 1)</i>	02/08/06
 MISC DESIGN (CREST LOGO)	Wynn Resorts Holdings, LLC	China	41	5516986 <i>(Note 1)</i>	02/08/06
					

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Applicant	Place of Registration	Class	Application Number	Application Date (dd/mm/yy)
MISC DESIGN (CREST LOGO)	Wynn Resorts Holdings, LLC	China	43	5516980 (Note 1)	02/08/06
	Wynn Resorts Holdings, LLC	China	25	5304535 (Note 2)	21/04/06
WYNN	Wynn Resorts Holdings, LLC	China	35	5304536 (Note 2)	21/04/06
WYNN	Wynn Resorts Holdings, LLC	China	35	5619194 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	39	5619195 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	40	5619196 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	41	5304537 (Note 2)	21/04/06
WYNN	Wynn Resorts Holdings, LLC	China	41	5619197 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	43	5304538 (Note 1)	21/04/06
WYNN	Wynn Resorts Holdings, LLC	China	43	5619198 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	44	5304539 (Note 1)	21/04/06
WYNN	Wynn Resorts Holdings, LLC	China	44	5619199 (Note 1)	20/09/06
WYNN	Wynn Resorts Holdings, LLC	China	45	5619200 (Note 1)	20/09/06
WYNN ESPLANADE & device	Wynn Resorts Holdings, LLC	China	35	5811623 (Note 3)	27/12/06
	Wynn Resorts Holdings, LLC	China	36	5811624 (Note 3)	27/12/06
WYNN ESPLANADE & device	Wynn Resorts Holdings, LLC	China	36	5811624 (Note 3)	27/12/06
	Wynn Resorts Holdings, LLC	China	43	5546299 (Note 4)	16/08/06
WYNN WIN	Wynn Resorts Holdings, LLC	China	43	5546299 (Note 4)	16/08/06
	Wynn Resorts Holdings, LLC	China	03	5517004 (Note 1)	02/08/06
Wynn(stylised)	Wynn Resorts Holdings, LLC	China	03	5517004 (Note 1)	02/08/06

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Applicant	Place of Registration	Class	Application Number	Application Date (dd/mm/yy)
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	06	5517003 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	08	5517002 <i>(Note 2)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	14	5517001 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	16	5517000 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	18	5516999 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	20	5516998 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	21	5516997 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	25	5516996 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	28	5516995 <i>(Note 1)</i>	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	35	5516993 <i>(Note 1)</i>	02/08/06

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APPENDIX VI STATUTORY AND GENERAL INFORMATION

Trademarks	Name of Applicant	Place of Registration	Class	Application Number	Application Date (dd/mm/yy)
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	41	5516992 (Note 1)	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	43	5516991 (Note 1)	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	44	5516990 (Note 1)	02/08/06
 Wynn(stylised)	Wynn Resorts Holdings, LLC	China	45	5516989 (Note 1)	02/08/06

Note:

- (1) The application for the registration of this trademark has been preliminarily approved and published by the Trademark Bureau under the State Administration for Industry and Commerce (國家工商行政管理總局商標局).
- (2) The trademark has been registered and the Trademark Bureau under the State Administration for Industry and Commerce (國家工商行政管理總局商標局) is in the process of issuing the certificate of registration.
- (3) The application is pending as the Trademark Bureau under the State Administration for Industry and Commerce (國家工商行政管理總局商標局) has not refused the application. There is no basis to speculate on whether the Trademark Bureau under the State Administration for Industry and Commerce (國家工商行政管理總局商標局) will refuse the application.
- (4) The application has been accepted in respect of the following: providing (i) camp ground facilities; (ii) day-nurseries; (iii) boarding for animals; and (iv) rental of chairs, tables, table linen and glassware.

(iii) As at the Latest Practicable Date, we are licensed to use certain domain names, including, but not limited to, the following:

Domain Name	Name of Registrant	Next Renewal Date (dd/mm/yy)
永利.网络 (wynn.net)	Wynn Resorts Holdings, LLC	14/09/09
永利澳门.公司 (wynnMacau.com)	Wynn Resorts Holdings, LLC	14/09/09
永利澳门.网络 (wynnMacau.net)	Wynn Resorts Holdings, LLC	14/09/09
永利澳门(WYNNMACAU).net	Wynn Resorts Holdings, LLC	21/09/09
永利赌场(WYNNCASINO).net	Wynn Resorts Holdings, LLC	21/09/09
永利赌场.公司(WYNNCASINO.COM)	Wynn Resorts Holdings, LLC	21/09/09
永利赌场.网络(WYNNCASINO.NET)	Wynn Resorts Holdings, LLC	21/09/09
永利酒店.公司(WYNNHOTEL.COM)	Wynn Resorts Holdings, LLC	21/09/09
永利酒店.网络(WYNNHOTEL.NET)	Wynn Resorts Holdings, LLC	21/09/09
永利酒店.网络(WYNNHOTEL.NET)	Wynn Resorts Holdings, LLC	21/09/09
永利金光(WYNNCOTAI).net	Wynn Resorts Holdings, LLC	21/09/09
永利金光(WYNNCOTAI).COM	Wynn Resorts Holdings, LLC	21/09/09

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Domain Name	Name of Registrant	Next Renewal Date (dd/mm/yy)
永利金光.公司(WYNNCOTAL.COM)	Wynn Resorts Holdings, LLC	21/09/09
encoremacau.cn	Wynn Resorts Holdings, LLC	21/11/09
encoremacau.com.cn	Wynn Resorts Holdings, LLC	21/11/09
encorewynn.cn	Wynn Resorts Holdings, LLC	21/11/09
encorewynn.com.cn	Wynn Resorts Holdings, LLC	21/11/09
encorewynnmacau.cn	Wynn Resorts Holdings, LLC	21/11/09
encorewynnmacau.com.cn	Wynn Resorts Holdings, LLC	21/11/09
wynn poker.com.cn	Wynn Resorts Holdings, LLC	22/12/09
永利澳門酒店.公司	Wynn Resorts Holdings, LLC	23/01/10
永利澳門酒店.公司 wynnmacauhotel.company	Wynn Resorts Holdings, LLC	23/02/10
wynnmacau.cn	Wynn Resorts Holdings, LLC	01/04/10
wynnresortsmacau.cn	Wynn Resorts Holdings, LLC	01/04/10
wynn.cn	Wynn Resorts Holdings, LLC	05/06/10
wynn.com.cn	Wynn Resorts Holdings, LLC	05/06/10
wynnresortsmacau.com.cn	Wynn Resorts Holdings, LLC	16/06/10
wynncasino.cn	Wynn Resorts Holdings, LLC	17/06/10
wynncasino.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynncasinomacau.cn	Wynn Resorts Holdings, LLC	17/06/10
wynncasinomacau.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnclub.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnclub.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnclubmacau.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnclubmacau.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnhotel.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnhotel.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnhotelmacau.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnhotelmacau.com.cn	Wynn Resorts Holdings, LLC	17/06/10
wynnmacau.com.cn	Wynn Resorts Holdings, LLC	21/06/10
wynnencore.cn	Wynn Resorts Holdings, LLC	05/10/10
wynnencore.com.cn	Wynn Resorts Holdings, LLC	05/10/10
wynnwatches.cn	Wynn Resorts Holdings, LLC	26/09/12
wynnwatches.com.cn	Wynn Resorts Holdings, LLC	26/09/12
wynnmacau.net.cn	Wynn Resorts Holdings, LLC	18/10/12
wynnencore.com.hk	Wynn Resorts Holdings, LLC	09/10/09
encoremacau.hk	Wynn Resorts Holdings, LLC	21/11/09
encorewynn.hk	Wynn Resorts Holdings, LLC	21/11/09
encorewynnmacau.hk	Wynn Resorts Holdings, LLC	21/11/09
wynn (in chinese).hk 永利.hk	Wynn Resorts Holdings, LLC	02/12/09
wynnmacau.hk	Wynn Resorts Holdings, LLC	24/12/09

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Domain Name	Name of Registrant	Next Renewal Date (dd/mm/yy)
wynnresortsmacau.hk	Wynn Resorts Holdings, LLC	24/12/09
wynnmacau.com.hk	Wynn Resorts Holdings, LLC	29/12/09
wynnresortsmacau.com.hk	Wynn Resorts Holdings, LLC	29/12/09
wynn.company.hk 永利.公司.hk	Wynn Resorts Holdings, LLC	07/03/10
wynncotai.hk 永利金光.hk	Wynn Resorts Holdings, LLC	07/03/10
wynnclubmacau.hk	Wynn Resorts Holdings, LLC	18/06/10
wynnhotel.hk	Wynn Resorts Holdings, LLC	18/06/10
wynnhotelmacau.hk	Wynn Resorts Holdings, LLC	18/06/10
wynncasino.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynncasinomacau.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynnclub.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynnclubmacau.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynnhotel.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynnhotelmacau.com.hk	Wynn Resorts Holdings, LLC	20/06/10
wynnencore.hk	Wynn Resorts Holdings, LLC	08/10/10
wynn.hk	Wynn Resorts Holdings, LLC	12/06/14
wynnhk.hk	Wynn Resorts Holdings, LLC	12/06/14
wynn.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynncasino.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynncasinomacau.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnclub.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnclubmacau.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnhotel.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnhotelmacau.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnmacau.com.mo	Wynn Resorts Holdings, LLC	01/09/09
wynnresortsmacau.com.mo	Wynn Resorts Holdings, LLC	01/09/09
encore.com.mo	Wynn Resorts Holdings, LLC	15/12/09
encorewynn.com.mo	Wynn Resorts Holdings, LLC	15/12/09
encorewynnmacau.com.mo	Wynn Resorts Holdings, LLC	15/12/09
wynnencore.com.mo	Wynn Resorts Holdings, LLC	15/12/09

Note: Wynn Resorts Holdings, LLC would typically determine whether to renew the registration of the domain names on a monthly basis. Renewal applications are normally made a month prior to the expiration of the registration of the domain name.

D. FURTHER INFORMATION ABOUT DIRECTORS, MANAGEMENT, STAFF AND EXPERTS

1. Particulars of Service Contracts

(a) Each of Mr. Stephen A. Wynn, Mr. Ian Michael Coughlan and Ms. Linda Chen, being the executive Directors, has entered into a service contract with us for an initial term of [three years] commencing on [●] September 2009 which shall be terminated in accordance with the provisions of the service contract by either party giving to the other not less than [●] prior notice in writing. Details of the Company’s remuneration policy is described in “Directors and Senior Management — Compensation of Directors and Senior Management.”

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

The annual salaries of the executive Directors from [●] September 2009 are as follows:

	<u>US\$'000</u>
Mr. Stephen A. Wynn	[●]
Mr. Ian Michael Coughlan	[●]
Ms. Linda Chen	[●]

(b) Each of Mr. Kazuo Okada, Dr. Allan Zeman and Mr. Marc D. Schorr, being the non-executive Directors, will receive the following annual remuneration commencing from [●] September 2009:

	<u>US\$'000</u>
Mr. Kazuo Okada	[●]
Dr. Allan Zeman, <i>GBS, JP</i>	[●]
Mr. Marc D. Schorr	[●]

(c) Each of Mr. Nicholas Sallnow-Smith, Mr. Bruce Rockowitz and Mr. Jeffrey Kin-fung Lam has been appointed as an INED for an initial term of two years commencing from [●] September 2009 with the following annual salaries:

	<u>US\$'000</u>
Mr. Nicholas Sallnow-Smith	[●]
Mr. Bruce Rockowitz	[●]
Mr. Jeffrey Kin-fung Lam, <i>SBS, JP</i>	[●]

2. Directors' Remuneration

Fees, salaries, discretionary bonuses, WRL Group Stock Plan (see “Directors and Senior Management — WRL Group Stock Plan”) and contributions to retirement schemes approximately US\$[●] in aggregate were paid and granted by the Group to the Directors in respect of the financial year ended 31 December 2008.

Under the current arrangements presently in force, the Directors will be entitled to receive remuneration which, for the year ended 31 December 2009, is expected to be approximately US\$[●], excluding the discretionary bonuses payable to the executive Directors.

Save as disclosed in this document, no Director in the promotion of the Company has been paid in cash or shares or otherwise by any person either to induce him to become, or to qualify him as a Director, or otherwise for services rendered by him in connection with the promotion or formation of the Company.

3. Disclaimers

Save as disclosed in this document:

(a) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between the Directors and any member of the Group;

(b) none of the Directors or the experts named in “F. Other Information — Consents of Experts” in this Appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;

(c) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any Shares in or debentures of the Company within the two years ended on the date of this document;

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(d) none of the Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group taken as a whole;

(e) so far as is known to any Director or chief executive of the Company, no other person (other than a Director or chief executive of the Company) will, immediately following completion of the Reorganization, be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group; and

(f) none of the Directors or chief executive of the Company has any interests or short positions in the Shares, underlying shares or debentures of the Company or its associated corporations which will have to be notified to the Company and the relevant authorities pursuant to applicable rules or regulations (including interests and short positions which he is taken or deemed to have under such provisions) or which will be required to be entered into the register referred to therein, or will be required, pursuant to the applicable rules or regulations, to be notified to the Company and the relevant authorities once the Shares are listed thereon.

E. SHARE OPTION SCHEME

Summary of principal terms of the Share Option Scheme

The Share Option Scheme was approved at a meeting of our Board on [●] 2009 and its implementation. The options granted under the Share Option Scheme do not give immediate ownership of the underlying shares.

For the purpose of this section only, unless the context otherwise requires the following words shall have the following meanings:

“Board”	the board of directors of the Company for the time being or a duly authorized committee thereof;
“Date of Grant”	in respect of an Option, the Business Day on which the Board resolves to make an Offer to a Participant, whether or not the Offer is subject to Shareholders’ approval on the terms of this Scheme;
“Grantee”	any Participant who accepts an Offer in accordance with the terms of the Share Option Scheme, or (where the context so permits) a person entitled to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person;
“Offer”	the offer of the grant of an Option;
“Option”	an option to subscribe for Shares pursuant to the Share Option Scheme and for the time being subsisting;
“Option Period”	in respect of any particular Option, the period to be determined and notified by the Board to the Grantee at the time of making an Offer which shall not expire later than 10 years from the Date of Grant; and
“Participants”	directors (including executive directors, non-executive directors and independent non-executive directors) and employees of the Group who the Board considers, in its sole discretion, have contributed or will contribute to the Group.

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

The Share Option Scheme contains the following terms:

(a) *Purpose*

The purpose of the Share Option Scheme is to reward Participants who have contributed to the Group and to encourage Participants to work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole.

(b) *Who May Join*

On and subject to the terms of the Share Option Scheme and relevant rules and regulations, the Board shall be entitled at any time within 5 years after the Adoption Date to make an Offer to any Participant as the Board may in its absolute discretion select to take up an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at a price calculated in accordance with paragraph (d) below. An Offer shall remain open for acceptance by the Participant concerned for a period of 28 days from the Date of Grant provided that no such Offer shall be open for acceptance after the expiry of the Option Period or after the Share Option Scheme has been terminated or after the Participant for whom the Offer is made has ceased to be a Participant. An Offer is deemed to be accepted when the Company receives from the Grantee the offer letter signed by the Grantee specifying the number of Shares in respect of which the Offer is accepted, and a remittance to the Company of HK\$1.00 as consideration for the grant of Option. Such remittance is not refundable in any circumstances. The Offer shall specify the terms on which the Option is to be granted. Such terms may at the discretion of the Board, include, among other things, (i) the minimum period for which an Option must be held before it can be exercised; and/or (ii) a performance target that must be reached before the Option can be exercised in whole or in part; and (iii) any other terms, all of which may be imposed (or not imposed) either on a case-by-case basis or generally.

(c) *Grant of Options to Connected Persons or any of their Associates*

Any grant of Options to any director, chief executive or substantial shareholder (as such term is defined in the relevant rules and regulations) of the Company, or any of their respective associates under the Share Option Scheme or any other share option schemes of the Company or any of its Subsidiaries shall be subject to the prior approval of the independent non-executive directors of the Company (excluding independent non-executive directors who are the proposed Grantees of the Options in question). Where any grant of Options to a substantial shareholder or an independent non-executive Director of the Company, or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled or outstanding) to such person in the 12-month period up to and including the date of such grant:

- (1) representing in aggregate over 0.1% of the Shares in issue on the date of such grant; and
- (2) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the relevant authorities on the Date of Grant, in excess of HK\$5 million,

such further grant of Options shall be subject to prior approval by resolution of the Shareholders (voting by way of poll). The Company shall send a circular to the Shareholders in accordance with the relevant rules and regulations and all connected persons of the Company shall abstain from voting in favor of the resolution at such general meeting of the Shareholders.

(d) *Subscription Price*

The subscription price for Shares under the Share Option Scheme shall be determined by the Board in its absolute discretion but in any event shall not be less than the higher of:

- (1) the closing price of the Shares as stated in the daily quotations sheet issued by the relevant authorities on the Date of Grant which must be a Business Day;

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (2) the average closing price of the Shares as stated in the daily quotations sheets issued by the relevant authorities for the five Business Days immediately preceding the Date of Grant; and
- (3) the nominal value of the Shares.

(e) Maximum Number of Shares

(1) The maximum number of Shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and any other share option schemes of the Company shall not, in the absence of Shareholders’ approval, in aggregate exceed 10% in nominal amount in the aggregate of [●] Shares (the “Scheme Mandate Limit”). Options lapsed in accordance with the terms of the Share Option Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit.

The Company may renew the Scheme Mandate Limit at any time subject to prior Shareholders’ approval but in any event, the total number of Shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and any other share option schemes of the Company under the limit as refreshed must not exceed 10% of the Shares in issue as at the date of approval of the renewal of the Scheme Mandate Limit. Options previously granted under the Share Option Scheme or any other share option schemes of the Company (including those outstanding, cancelled, lapsed in accordance with the terms or exercised options) will not be counted for the purpose of calculating the refreshed Scheme Mandate Limit.

(2) Notwithstanding the foregoing, the Company may grant Options beyond the Scheme Mandate Limit to Participants if:

- a) separate Shareholders’ approval has been obtained for granting Options beyond the Scheme Mandate Limit to Participants specifically identified by the Company before such Shareholders’ approval is sought; and
- b) the Company, in connection with the seeking of such separate Shareholders’ approval, has first sent a circular to Shareholders containing such information as may be required by the relevant rules and regulations then prevailing to be included in such circular.

(3) Subject to paragraph (4) below, the maximum number of Shares issued and to be issued upon exercise of the Options granted to each Grantee under the Share Option Scheme (including both exercised and outstanding Options) in any 12-month period shall not (when aggregated with any Shares subject to options granted during such period under any other share option schemes of the Company other than those options granted pursuant to specific approval by the Shareholders in a general meeting) exceed one percent of the Shares in issue for the time being (the “Individual Limit”).

(4) Where any further grant of Options to a Participant would result in the Shares issued and to be issued upon exercise of all Options granted and to be granted to such person (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant representing in aggregate over one percent of the Shares in issue, such further grant must be separately approved by Shareholders in general meeting with such Participant and his associates abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Participant in question, the number and terms of the Options to be granted (and Options previously granted to such Participant) and such other information required under the relevant rules and regulations.

(f) Maximum Number of Options

At any time, the maximum number of Shares which may be issued upon exercise of all Options which then have been granted and have yet to be exercised under the Share Option Scheme and any other share option schemes of the Company shall not exceed 30% of the Shares in issue from time to time (the “Scheme Limit”).

THIS INFORMATION PACK IS IN DRAFT FORM. The information contained in it is incomplete and is subject to change. This Information Pack must be read in conjunction with the section headed “Warning” on the cover of this Information Pack.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(g) *Time of Exercise of Option*

Subject to any restrictions applicable under the relevant rules and regulations and notwithstanding the terms of grant thereof, an Option may be exercised by the Grantee in accordance with the terms of the Share Option Scheme at any time during the period to be determined and notified by the Board to each Grantee, at the time of making an offer of the grant of an Option which shall not expire later than 10 years from the Date of Grant.

(h) *Rights Are Personal to Grantees*

An Option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to any Option.

(i) *(1) Rights on Termination of Employment*

(i) If the Grantee ceases to be a Participant by reason of the termination of his employment or directorship on the grounds that he has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has committed any act of bankruptcy or has become insolvent or has made any arrangement or compromise with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or on any other ground on which an employer would be entitled to terminate his employment summarily, his Option shall lapse automatically (to the extent not already exercised) and not be exercisable on or after the date of termination of his employment and to the extent the Grantee has exercised the Option in whole or in part, but Shares have not been allotted to him, the Grantee shall be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the subscription price for the Shares received by the Company in respect of the purported exercise of such Option.

(ii) If the Grantee who is an employee or a director of the Company or another member of the Group ceases to be a Participant for any reason other than his death or the termination of his employment or directorship on one or more of the grounds specified above, the Option shall lapse (to the extent not already exercised) on the date of cessation or termination of such employment (which date shall be the Grantee's last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not) and shall on that day cease to be exercisable.

(2) *Rights on death*

If the Grantee ceases to be a Participant by reason of his death before exercising his Option in full and none of the events which would be a ground for termination of his employment as described in paragraph (i)(1)(i) above has arisen, his legal personal representative(s) may exercise the Option up to the Grantee's entitlement as at the date of death (to the extent not already exercised) within a period of 12 months following the date of his death.

(j) *Effect of Alterations to Share Capital*

In the event of any alteration to the capital structure of the Company whilst any Option remains exercisable, arising from capitalization of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company in accordance with legal requirements and requirements of the relevant authorities other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party. Adjustment (if any) shall be made to (a) the number or nominal amount of Shares subject to the Option so far as unexercised; (b) the subscription price for the Shares subject to the Option so far as unexercised; (c) the Shares to

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

which the Option relates; and (d) the method of exercise of the Option, or any combination thereof as the auditors of the Company or the independent financial advisor to the Company shall at the request of the Company certify in writing to the Board either generally or as regards any particular Grantee that the adjustments are in compliance with relevant rules and regulations.

Any such adjustments must give a Grantee the same proportion of the equity capital of the Company as to which that Grantee was previously entitled, and any adjustments so made shall be in compliance with the relevant rules and regulations and such applicable guidance and/or interpretation of the relevant rules and regulations from time to time issued by the relevant authorities but no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The capacity of the auditors of the Company or the independent financial advisor to the Company in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

(k) *Rights on a General Offer by Way of Takeover*

In the event of a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) being made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith notify all the Grantees and any Grantee (or his legal personal representative) shall be entitled to exercise the Option in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as shall be notified by the Company.

(l) *Rights on a General Offer by Way of Scheme of Arrangement*

In the event of a general offer by way of scheme of arrangement being made to all the Shareholders and approved by the necessary number of Shareholders at the requisite meetings, the Company shall forthwith notify all the Grantees and any Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option either to its full extent or to the extent specified in such notice.

(m) *Rights on Winding Up*

In the event a notice is given by the Company to the Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall forthwith give notice thereof to all the Grantees and any Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option either to its full extent or to the extent specified in such notice, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Shareholders' meeting, allot and issue and register in the name of the Grantee such number of fully paid Shares to the Grantee which fall to be issued on exercise of such Option.

(n) *Rights on a Compromise or Arrangement*

In the event a compromise or arrangement (other than a scheme of arrangement) between the Company and its members or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all the Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such compromise or arrangement, and any Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option either to its full extent or to the extent notified by the Company and the Company shall as soon as possible and in any event

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

(o) *Ranking of Shares*

The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the Memorandum and Articles of Association of the Company for the time being in force and shall rank *pari passu* in all respects with the existing fully paid Shares in issue on the date on which those Shares are allotted on exercise of the Option and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the date on which the Shares are allotted other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date thereof shall be on or before the date on which the Shares are allotted.

(p) *Period of the Share Option Scheme*

The Share Option Scheme was adopted for a period of 10 years commencing from the Adoption Date. The Company by ordinary resolution in general meeting or the Board may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered or granted but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect in respect of options which are granted during the life of the Share Option Scheme and which remain unexpired immediately prior to the termination of the operation of the Share Option Scheme.

(q) *Alterations to the Share Option Scheme*

Those specific provisions of the Share Option Scheme which relate to the matters set out in relevant rules and regulations cannot be altered to the advantage of Participants, and changes to the authority of the Board in relation to any alteration of the terms of the Share Option Scheme shall not be made, in either case, without the prior approval of Shareholders in general meeting. Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature, or any change to the terms of Options granted, must also, to be effective, be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme. The Share Option Scheme so altered must comply with relevant rules and regulations.

(r) *Conditions of the Share Option Scheme*

The Share Option Scheme shall take effect subject to the passing of the resolution by the Shareholders and the Board to approve and adopt the Share Option Scheme and to authorize the Board to grant Options thereunder and to allot and issue Shares pursuant to the exercise of any Options.

(s) *Lapse of Option*

An Option shall lapse automatically and shall not be exercisable, to the extent not already exercised, on the earliest of:

- (1) the expiry of the Option Period;
- (2) the expiry of the periods referred to in paragraphs (i), (m) or (n) above respectively;
- (3) the expiry of the period referred to in paragraph (k) above, subject to any court of competent jurisdiction not making an order to prohibit the offeror from acquiring the remaining Shares in the offer;
- (4) subject to the scheme of arrangement becoming effective, the expiry of the period for exercising the Option as referred to in paragraph (l) above;
- (5) the date of the commencement of the winding-up of the Company;

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (6) the date on which the Grantee ceases to be a Participant as referred to in paragraph (i)(1)(i);
- (7) the date on which the Grantee commits a breach by selling, transferring, changing, mortgaging, encumbering or creating any interest in favor of any third party over or in relation to any Option; and
- (8) subject to paragraph (i)(1)(ii), the date the Grantee ceases to be a Participant for any other reason.

(t) *Termination of the Share Option Scheme*

The Company by ordinary resolution in general meeting or the Board may at any time terminate the Share Option Scheme and in such event no further Options may be granted but in all other respects the Share Option Scheme shall remain in full force and effect in respect of Options which are granted during the life of the Share Option Scheme and which remain unexpired immediately prior to termination of the operation of the Share Option Scheme.

(u) *Restriction on Grant of Option*

In addition, a grant of Options may not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been published in the newspapers pursuant to relevant rules and regulations. In particular, during the period commencing one month immediately preceding the earlier of:

- (1) the date of the meeting of the Board (as such date is first notified to the relevant authorities in accordance with the relevant rules and regulations) for the approval of the Company’s results for any year, half-year, quarterly or, any other interim period (whether or not required under the relevant rules and regulations); and
- (2) the deadline for the Company to publish an announcement of its results for any year or half-year under the relevant rules and regulations, or quarterly or any other interim period (whether or not required under the relevant rules and regulations);

and ending on the date of the results announcement, no Option may be granted.

(v) *Cancellation*

Any Options granted but not exercised may be cancelled if the Participant so agrees.

Present Status of the Share Option Scheme

As at the date of this document, no Option has been granted or agreed to be granted pursuant to the Share Option Scheme.

F. OTHER INFORMATION

1. Estate Duty

We have been advised that no material liabilities for estate duty are likely to be incurred by the Company.

2. Litigation

Save as disclosed in “Business — Legal Compliance and Proceedings,” no member of the Group is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to the Directors to be pending or threatened against any member of the Group.

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APPENDIX VI

STATUTORY AND GENERAL INFORMATION

3. Qualifications of Experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this document:

Name	Qualification
Alexandre Correia de Silva	Registered law firm in the Special Administrative Region of Macau
Ernst & Young	Certified public accountants
Maples and Calder	Registered law firm in the Cayman Islands
Knight Frank Petty Limited	Professional property valuer

4. Consents of Experts

Each of the experts set out above, has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or summary of valuations and/or opinion and/or data (as the case may be) and references to its name included in the form and context in which it respectively appears.

None of the experts named in this paragraph has any shareholding interests in the Group or the right (whether legally enforceable or not) to subscribe for, or to nominate persons to subscribe for, securities in any member of the Group.

5. Miscellaneous

(a) Save as disclosed in this document:

(i) within the two years preceding the date of this document, no share or loan capital of the Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash; and

(ii) no share or loan capital of the Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.

(b) Since 30 June 2009, there has been no material adverse change in the financial or trading position or prospects of the Group.

(c) Our Company has no founder shares, management shares or deferred shares in the capital of the Company.