

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Crown Resorts Limited (CWN)

ACN/ARSN ACN 125 709 953

### 1. Details of substantial holder (1)

Name MCO (KittyHawk) Investments Limited on its own behalf and on behalf of each of the companies listed in Annexure A (each, a Group Company and together, the Group Companies)

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 6 February 2020

The previous notice was given to the company on 3 June 2019

The previous notice was dated 3 June 2019

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	135,350,000	19.99%	67,675,000	9.99%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
6 February 2020	MCO (KittyHawk) Investments Limited	Decrease in MCO (KittyHawk) Investment Limited's relevant interest in accordance with the terms of the deed of termination of certain obligations as at Annexure B ( <b>Deed of Termination of Certain Obligations</b> ).	N/A	67,675,000 ordinary shares	67,675,000
6 February 2020	Each Group Company	Each Group Company, other than Great Respect Limited, is an associate of MCO (KittyHawk) Investments Limited pursuant to section 12(2)(a) of the <i>Corporations Act 2001 (Cth) (Act)</i> and each Group Company, including Great Respect Limited, has a relevant interest in	N/A	67,675,000 ordinary shares	67,675,000

		all of the shares referred to in this section 3 by virtue of section 608(3) of the Act.			
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#### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
MCO (KittyHawk) Investments Limited	MCO (KittyHawk) Investments Limited	MCO (KittyHawk) Investments Limited	Relevant interest pursuant to section 608(1)(a) of the Act	67,675,000 ordinary shares	67,675,000
Each Group Company	MCO (KittyHawk) Investments Limited	MCO (KittyHawk) Investments Limited	Each Group Company, other than Great Respect Limited, is an associate of MCO (KittyHawk) Investments Limited pursuant to section 12(2)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Act</b> ) and each Group Company, including Great Respect Limited, has a relevant interest in all of the shares referred to in this section 4 by virtue of section 608(3) of the Act.	67,675,000 ordinary shares	67,675,000

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable.	Not applicable.

#### 6. Addresses

The addresses of persons named in this form are:

Name	Address
MCO (KittyHawk) Investments Limited	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands
Each Group Company	See Annexure A

### Signature

print name Stephanie Cheung capacity Director

sign here  date 7 February 2020

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the *Corporations Act 2001*.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the *Corporations Act 2001*.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and

accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

- (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identify of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## Annexure A to Form 604

This is Annexure A of 2 pages referred to in the Form 604 (Notice of change of interests of substantial holder), signed by me and dated 7 February 2020

Stephanie Cheung  
Director

### Group Companies (other than MCO (KittyHawk) Investments Limited)

Entity Name	Address	
Great Respect Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	
Melco International Development Limited	38/F., The Centrium, 60 Wyndham Street, Central, Hong Kong	
Melco Leisure and Entertainment Group Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	
Melco Resorts & Entertainment Limited	Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands	
MCO Cotai Investments Limited		
MCO Holdings Limited		
MCO International Limited		
MCO Investments Limited		
MCO Nominee One Limited		
Melco Resorts Finance Limited		
COD Resorts Limited		Rua de Évora, nºs 199-207, Edifício Flower City, 1º andar, A1, Taipa, Macau
Melco Resorts (Macau) Limited		
Studio City Developments Limited		
Studio City Entertainment Limited		
Studio City Hospitality and Services Limited		
Studio City Hotels Limited		
Studio City Retail Services Limited		
Studio City Services Limited		
Studio City Ventures Limited		
Altira Resorts Limited		
Golden Future (Management Services) Limited		
Melco Resorts Security Services Limited		
Melco Resorts Travel Limited		
Melco Resorts and Entertainment (Philippines) Corporation	Asean Avenue cor. Roxas Boulevard, Brgy. Tambo, Parañaque City 1701, Manila, Philippines	
Melco Resorts Leisure (PHP) Corporation		
MPHIL Holdings No. 1 Corporation		

MPHIL Holdings No. 2 Corporation	
MPHIL Corporation	
MCO (Philippines) Investments Limited	Jayla Place, Wickhams Cay I, Road
MSC Cotai Limited	Town, Tortola, British Virgin Islands
SCIP Holdings Limited	
SCP Holdings Limited	
SCP One Limited	
SCP Two Limited	
Studio City Company Limited	
Studio City Finance Limited	
Studio City Holdings Limited	
Studio City Holdings Five Limited	
Studio City Holdings Four Limited	
Studio City Holdings Three Limited	
Studio City Holdings Two Limited	
Studio City Investments Limited	
Studio City (HK) Limited	36/F, The Centrium, 60 Wyndham
Studio City (HK) Two Limited	Street, Central, Hong Kong
Studio City (HK) Three Limited	
Melco Resorts Services Limited	
Studio City International Holdings Limited	Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1- 9008, Cayman Islands
MCE Transportation Limited	Vistra Corporate Services Centre,
Mocha Slot Group Limited	Wickhams Cay II, Road Town,
MCO Transportation Two Limited	Tortola, VG1110, British Virgin Islands

**Annexure B to Form 604**

This is Annexure B of 7 pages referred to in the Form 604 (Notice of change of interest of substantial holder), signed by me and dated 7 February 2020

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Stephanie Cheung  
Director

A handwritten signature in blue ink, consisting of stylized cursive letters, positioned over a horizontal line. The signature appears to be 'Stephanie Cheung'.

Execution Version

# Termination of certain obligations- Share sale agreement

CPH Crown Holdings Pty Limited ACN 603 296 804

Seller

Melco Resorts & Entertainment Limited

Buyer

Clayton Utz  
Lawyers  
Level 15 1 Bligh Street  
Sydney NSW 2000  
GPO Box 9806  
Sydney NSW 2001  
Tel +61 2 9353 4000  
Fax +61 2 8220 6700  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 13515/20368/80206482

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## Termination of certain obligations - Share sale agreement

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**Date** 6 February 2020

**Parties** **CPH Crown Holdings Pty Limited ACN 603 296 804** of 'Liberty Place', Level 39, 161 Castlereagh Street Sydney NSW 2000 (**Seller**)

**Melco Resorts & Entertainment Limited** of c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (**Buyer**)

### Background

- A. The Buyer and the Seller are parties to the Share Sale Agreement and wish to terminate certain obligations relating to Second Tranche Completion on the terms and conditions set out in this deed.

### Operative provisions

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## 1. Definitions and interpretation

### 1.1 Definitions

In this deed:

**Share Sale Agreement** means the share sale agreement between the Buyer and the Seller dated 30 May 2019 and as amended by the deed dated 28 August 2019.

### 1.2 Interpretations

Capitalised terms not otherwise defined in this deed have the meaning given to them in the Share Sale Agreement.

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## 2. Termination

### 2.1 Terminated provisions

The parties agree that, on and from the date of this deed, the following provisions of the Share Sale Agreement as set out in Schedule 1 have no further force and effect:

- (a) clause 2.2;
- (b) clause 3;
- (c) clause 4.2;
- (d) clause 5; and
- (e) each provision of clause 6 to the extent it relates to the Second Tranche Shares.

### 2.2 Releases

The Buyer and the Seller release the other from all actions, demands, claims' and proceedings under or in connection with the Share Sale Agreement (except those under or in connection with a Seller Warranty in clause 2.1 of Schedule 1 of the Share Sale Agreement).

### 2.3 Bar to suit

- (a) Except for claims relating to the enforcement of this document, the parties must not bring or pursue, or procure a third party to bring or pursue, a claim against the other party in respect of any claims referred to in clause 2.2.
- (b) This document may be pleaded as a bar to any suit, action or legal proceeding by any party against any other party in respect of any claims referred to in clause 2.2.

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### **3. General**

#### **3.1 Operating provisions**

Clauses 1.2 (Interpretation), 7 (Confidentiality), 9 (Notices), 10 (Entire agreement) and 12 (Governing law and jurisdiction) of the Share Sale Agreement apply to this deed as if set out in full in this deed.

#### **3.2 Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one deed.

#### **3.3 Costs**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed and the Share Sale Agreement.

#### **3.4 Further Acts**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed and the Share Sale Agreement.

#### **3.5 Severance**

If at any time any provision of this deed is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of violability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

#### **3.6 No representation or reliance**

Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.

**Executed as a deed**

**Executed by CPH Crown Holdings Pty Limited  
ACN 603 296 804 in accordance with section 127  
of the Corporations Act 2001 (Cth):**

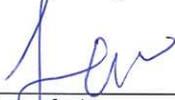
  
Signature of director  
**Michael Johnston**  
**Director**

Full name of director

  
Signature of company secretary/director  
**Catherine Davies**  
**Company Secretary**

Full name of company secretary/director

Signed, sealed and delivered for and on behalf of **Melco Resorts & Entertainment Limited** by its authorised signatory in the presence of:

  
\_\_\_\_\_  
Signature of witness

Christy Law  
\_\_\_\_\_  
Full name of witness

  
\_\_\_\_\_  
Signature of authorised signatory

Stephanie Cheung  
\_\_\_\_\_  
Full name of authorised signatory

