

FAX COVER SHEET

TO

COMPANY

FAX NUMBER 61282988260

FROM Simpson Thacher & Bartlett LLP

DATE 2022-05-17 18:42:17 EDT

RE UrgentFax

COVER MESSAGE

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May 18, 2022

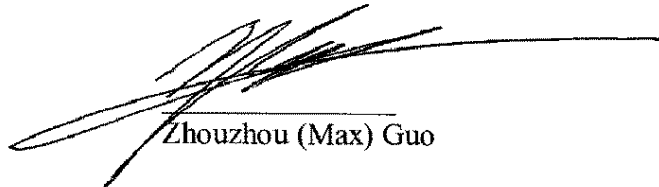
Market Announcements Office
ASX Limited, Sydney
(Telephone: +61 2 8298 8044)

Dear Sir/Madam

ASIC Form 605 - Notice of Ceasing to be a Substantial Holder

In accordance with section 671B of the Corporations Act 2001 (Cth), please see enclosed a Form 605 (Notice of Ceasing to be a Substantial Holder) in relation to Crown Resorts Limited (ACN 125 709 953).

Very truly yours,



Zhouzhou (Max) Guo

Registered Foreign Lawyer

Telephone: +852 2514 7537

Email: max.guo@stblaw.com

METABRUUM UTRECHT AMSTERDAM BARCELONA ADELPHI BIRMINGHAM BOSTON CHICAGO DALLAS DENVER HOUSTON LOS ANGELES NEW YORK PALM BEACH SAN FRANCISCO WASHINGTON, D.C.

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Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Crown Resorts Limited (CWN)

ACN/ARSN ACN 125 709 953

1. Details of substantial holder (1)

Name Midnight Acacia Holdings Pte. Limited (Midnight Acacia), Blackstone Real Estate Australia Pty Limited (ACN 604 167 651) (BREA), BREP Asia II Gold UK Holding L.P., and the funds commonly known as Blackstone Real Estate Partners Asia II and Blackstone Real Estate Partners IX, being certain funds managed or advised by Blackstone Inc. and its affiliates (each a Blackstone Affiliated Entity and collectively the Blackstone Affiliated Entities)

ACN/ARSN (if applicable) N/A

The holder ceased to be a substantial holder on

17 May 2022

The previous notice was given to the company on

1 May 2020

The previous notice was dated

1 May 2020

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
17 May 2022	Midnight Acacia	Disposal of shares pursuant to the Share Sale Agreement attached as Annexure A (SSA)	Refer to Annexure A	67,675,000 fully paid ordinary shares	67,675,000
1 May 2020	BREA	BREA's relevant interest terminated pursuant to the Share Sale Agreement annexed to the ASIC Form 603 lodged by Midnight Acacia on 1 May 2020.	N/A	67,675,000 fully paid ordinary shares	67,675,000

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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
N/A	N/A

4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Midnight Acacia	77 Robinson Road, #13-00, Robinson 77, Singapore 068896
BREA	C/- Intertrust Australia Pty Ltd, Suite 2, Level 2, Level 25, 100 Miller Street, North Sydney NSW 2060
BREP Asia II Gold UK Holding L.P.	40 Berkeley Square, London, England, W1J5AL, UK
Blackstone Real Estate Partners Asia II	345 Park Avenue New York, NY 10154 USA
Blackstone Real Estate Partners IX	345 Park Avenue New York, NY 10154 USA

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Signature

print name Alan Miyasaki

capacity Director

sign here



date 17 May 2022

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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.
- (5) Details of the consideration must include any and all benefits, moneys 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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Annexure A to Form 605

This is Annexure A referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 17 May 2022.



Director
Alan Miyasaki

Share Sale Agreement - Crown Resorts Limited

Midnight Acacia Holdings Pte. Limited
Seller

SS Silver III Pty Ltd
Buyer

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Share Sale Agreement - Crown Resorts Limited

Date May 17, 2022

Parties **Midnight Acacia Holdings Pte. Limited** of 77 Robinson Road, #13-00, Robinson 77, Singapore 068896 (**Seller**)
SS Silver III Pty Ltd ACN 652 368 039 of C/- Intertrust Australia Pty Ltd, Suite 2, Level 25, 100 Miller Street, North Sydney NSW 2060 (**Buyer**)

Background

- A. The Seller owns the Shares.
- B. The Seller wishes to sell the Shares and the Buyer wishes to buy the Shares on the terms and conditions of this agreement.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Amendment and Restatement Deed means the document titled 'Novation, Amendment and Restatement Deed' dated on or about the date of this document between, among others, the Buyer and Citicorp International Limited.

ASIC means the Australian Securities and Investments Commission.

ASX means the Australian Securities Exchange or ASX Limited ACN 008 624 691, as the context requires.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney, Hong Kong or Singapore.

Company means Crown Resorts Limited ACN 125 709 953.

Completion means the completion of the sale and purchase of the Shares in accordance with clause 3.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

GST has the meaning given in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Novation Effective Time has the meaning given in the Amendment and Restatement Deed.

PPSA means the Personal Property Securities Act 2009 (Cth).

Promissory Note means the promissory note executed by BREP Asia II Gold UK Holding L.P. in favour of Sunrise Silver Holdings Pte Ltd on or about the date of this agreement.

Purchase Price means A\$886,542,500.00.

Recipient has the meaning given in clause 5.3.

Regulatory Authority means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Security Interest has the meaning given in section 12 of the PPSA.

Shares means 67,675,000 ordinary shares in the capital of the Company.

Supplier has the meaning given in clause 5.3.

1.2 General rules of interpretation

In this agreement headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, a Regulatory Authority, an incorporated or unincorporated association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (g) a reference to this agreement is to this agreement as varied, novated, ratified or replaced from time to time;
- (h) a reference to an agency or body; if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

- (j) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (k) a reference to \$ or **dollar** is to Australian currency; and
- (l) this agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Sale and purchase of Shares

On Completion the Seller must sell and the Buyer must buy the Shares for the Purchase Price free from all Encumbrances and together with all rights attaching or accruing to the Shares after the date of this agreement.

3. Completion

3.1 Time and place for Completion

Completion must take place at the Novation Effective Time.

3.2 Seller obligations

At Completion the Seller must deliver to the Buyer:

- (a) a completed transfer of the Shares in favour of the Buyer as transferee duly executed by the registered holder as transferor and including the Seller's securityholder reference number(s) in respect of the Shares, in a form acceptable to the Company's share registry; and
- (b) all other documents as may be reasonably required to register the Buyer as the registered holder of the Shares.

3.3 Buyer obligations

At Completion the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to a bank account specified by the Seller to the Buyer or by any other means of consideration acceptable to the Seller (including endorsement of the Promissory Note in favour of the Seller).

3.4 Interdependence of obligations at Completion

The obligations of the parties under clause 3.2 and clause 3.3 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 3.2 or clause 3.3 is not performed on Completion then, without prejudice to any other rights of the parties, Completion is taken not to have occurred and any document delivered, or payment made, under this clause 3 must be returned to the party that delivered it or paid it.

3.5 Title and risk

Beneficial ownership of and risk in the Shares will pass from the Seller to the Buyer on Completion.

4. Confidentiality

4.1 No announcement or other disclosure of transaction

Except as permitted by clause 4.2, each party must keep confidential the existence of and the terms of this agreement and all negotiations between the parties in relation to the subject matter of this agreement.

4.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 4.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

4.3 ASX and other disclosure

- (a) The parties acknowledge and agree that a copy of this agreement will be attached to:
 - (i) a notice of initial substantial holder (ASIC Form 603) to be lodged with the Company and ASX by or on behalf of the Buyer and certain of its affiliates; and
 - (ii) a notice of ceasing to be a substantial holder (ASIC Form 605) to be lodged with the Company and ASX by or on behalf of the Seller and certain of its affiliates.
- (b) Each party must, to the extent practicable, give each other party a reasonable opportunity to review and comment on any announcement, communication, media release or similar document in connection with this agreement, the subject matter of this agreement or any negotiations or discussions between the parties in relation to this agreement or the subject matter of this agreement.

5. GST

5.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 5 have the meanings given to those terms by the GST Act (as amended from time to time);

- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

5.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

5.3 GST payable

If GST is payable in relation to a supply made under or in connection with this agreement then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

5.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this agreement varies from the additional amount paid by the Recipient under clause 5.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Recipient from the Australian Taxation Office in relation to any supply made under this agreement will be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 5.3.

6. Notices

6.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be given to a party:
 - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post or email; and
 - (ii) using the address or other details for the party set out in the below table (or as otherwise notified by that party to each other party from time to time under this clause 6):

Party name	Attention	Address (for hand delivery or delivery by courier or post)	Email address
Seller	Alan Miyasaki	77 Robinson Road, #13-00, Robinson 77, Singapore 068896	Miyasaki@blackstone.com

Buyer	Chris Tynan	C/- Intertrust Australia Pty Ltd, Suite 2, Level 25, 100 Miller Street, North Sydney NSW 2060	Chris.Tynan@blackstone.com
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- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
 - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this agreement; and
 - (ii) if the email contains attachments, other than an AIHS Link, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

6.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;

- (ii) the communication is returned unclaimed; and
- (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

7. Entire agreement

To the extent permitted by law, this agreement constitutes the entire agreement between the parties in relation to its subject matter including the sale and purchase of the Shares and supersedes all previous agreements and understandings between the parties in relation to its subject matter.

8. General

8.1 Amendments

This agreement may only be varied by a document signed by or on behalf of each party.

8.2 Assignment

A party cannot assign or otherwise transfer any of its rights under this deed without the prior consent of the other party. This clause does not restrict or prohibit the Buyer from granting a security interest over its rights under this agreement (including, without limitation, any financing arrangement to which the Buyer is party).

8.3 Consents

Unless this agreement expressly provides otherwise, a consent under this agreement may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

8.4 Counterparts

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

8.5 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses and the Seller must pay any costs and expenses of the Company in connection with negotiating, preparing, executing and performing this agreement.

8.6 Further acts and documents

Each party must promptly do, and procure that its employees and agents 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 agreement.

8.7 Stamp duties

The Buyer:

- (a) must pay all stamp duties, other duties and similar taxes, together with any related fees, penalties, fines, interest or statutory charges, in respect of this agreement, the performance of this agreement and each transaction effected or contemplated by or made under this agreement; and
- (b) indemnifies the Seller against, and must pay to the Seller on demand the amount of, any Indemnified Loss suffered or incurred by the Seller arising out of or in connection with any delay or failure to comply with clause 8.7(a).

8.8 Operation of indemnities

Without limiting any other provision of this agreement, the parties agree that:

- (a) each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this agreement; and
- (b) it is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this agreement.

8.9 Waivers

Without prejudice to any other provision of this agreement, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement;
- (b) a waiver given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this agreement operates as a waiver of another breach of that term or of a breach of any other term of this agreement.

9. Governing law and jurisdiction

9.1 Governing law and jurisdiction

This agreement is governed by the law applying in New South Wales, Australia.

Each party irrevocably submits to the non exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause 9.1.

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Signed as an agreement

Signed for and on behalf of Midnight Acacia Holdings Pte. Limited by its authorised signatory in the presence of:



Signature of witness

Alan Miyasaki

Full name of witness



Signature of authorised signatory

Kimmo Tammela

Full name of authorised signatory

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Executed by SS Silver III Pty Ltd ACN 652 368 039 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Alan Miyasaki

Full name of director



Signature of company secretary/director

Kimmo Tammeita

Full name of company secretary/director