

# Simpson Thacher & Bartlett

盛信律師事務所

ICBC TOWER, 35TH FLOOR  
3 GARDEN ROAD, CENTRAL  
HONG KONG

TELEPHONE: +852-2514-7600  
FACSIMILE: +852-2869-7694

Market Announcements Office  
ASX Limited, Sydney

May 1, 2020

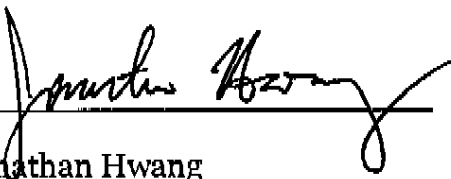
+61 2 9347 0005

Dear Sir/Madam

## Form 603 - Notice of initial substantial holder

In accordance with section 671B of the Corporations Act 2001 (Cth), please see enclosed a Form 603 (Notice of initial substantial holder) in relation to Crown Resorts Limited (ACN 125 709 953).

Yours faithfully,



Jonathan Hwang

Partner

Simpson Thacher & Bartlett LLP

T: +852 2514 7528

E: [jonathan.hwang@stblaw.com](mailto:jonathan.hwang@stblaw.com)

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

<b>To</b> Company Name/Scheme	<b>Crown Resorts Limited (CWN)</b>
ACN/ARSN	ACN 125 709 953
<b>1. Details of substantial holder (1)</b>	
Name	Midnight Acacia Holdings Pte. Limited ( <b>Midnight Acacia</b> ) BREP Asia II Collins UK Holding NQ L.P. (to be renamed BREP Asia II Gold UK Holding L.P.), Blackstone Real Estate Australia Pty Limited (BREAA), the funds commonly known as Blackstone Real Estate Partners Asia II and Blackstone Real Estate Partners IX, being certain funds managed and/or advised by The Blackstone Group Inc. and its affiliates (each a <b>Blackstone Affiliated Entity</b> and collectively the <b>Blackstone Affiliated Entities</b> )
ACN/ARSN (if applicable)	N/A
The holder became a substantial holder on	<u>29 April 2020</u>

**2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	67,675,000	67,675,000	9.99%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Midnight Acacia	Relevant interest under section 608(1) of the Corporations Act (Corporations Act) as the registered holder of the shares as the consequence of the acquisition pursuant to a purchase agreement attached as Annexure A (Purchase Agreement). Pursuant to section 608(3) of the Corporations Act, Midnight Acacia also had a relevant interest in the Shares in which BREAA had a relevant interest.	67,675,000 Shares
BREAA	Pursuant to section 608(3) of the Corporations Act, BREAA has a relevant interest in the Shares in which Midnight Acacia has a relevant interest, as referred to above. BREAA also had a relevant interest under section 608(1) of the Corporations Act 2001 as the previous registered holder of the shares as a consequence of acquiring the shares by a special crossing undertaken pursuant to the trading rules of the Australian Securities Exchange.	67,675,000 Shares
Blackstone Affiliated Entities (other than BREAA)	Pursuant to section 608(3) of the Corporations Act, each Blackstone Affiliated Entity has a relevant interest in the Shares in which BREAA and Midnight Acacia have a relevant interest, as referred to above.	67,675,000 Shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of Securities	Person entitled to be registered as holder (8)	Class and number of securities
Midnight Acacia and each Blackstone Affiliated Entity	Midnight Acacia	N/A	67,675,000 Shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Midnight Acacia and each Blackstone Affiliated Entity	29 April 2020	\$8.15 per Share	67,675,000 Shares

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**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

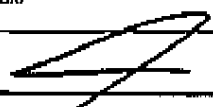
**7. Addresses**

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

Name	Address
BREA	C/- Intertrust Australia Pty Ltd, Suite 2, Level 25, 100 Miller Street, North Sydney NSW 2060
Midnight Acacia	77 Robinson Road, #13-00, Robinson 77, Singapore 068896
BREP Asia II Collins UK Holding NO L.P. (to be renamed 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

**Signature**

print name Alan Miyasaki capacity Director

sign here  date 1 May 2020

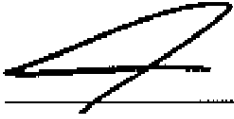
**DIRECTIONS**

- (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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) 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.

**Annexure A to Form 603**

This is Annexure A referred to in the Form 603 (Notice of initial substantial holder), signed by me and dated 1 May 2020.

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Director  
Alan Miyasaki

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# Share sale agreement

**Blackstone Real Estate Australia Pty Limited**

Seller

**Midnight Acacia Holdings Pte. Limited**

Buyer

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## Share sale agreement

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**Date** 29 April 2020

**Parties** **Blackstone Real Estate Australia Pty Limited ACN 604 167 651** of C/- Intertrust Australia Pty Ltd, Level 7, 122 Arthur Street, North Sydney NSW 2060 (**Seller**)  
**Midnight Acacia Holdings Pte. Limited** of 77 Robinson Road, #13-00, Robinson 77, Singapore 068896 (**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

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## 1. Definitions and interpretation

### 1.1 Definitions

In this agreement:

**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, Australia 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).

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

**Purchase Price** means \$551,551,250.

**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.

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## **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.

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## **3. Completion**

### **3.1 Time and place for Completion**

Completion must take place on the date of this agreement or at any other date as the Seller and the Buyer agree in writing.

### **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.

### **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.

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## **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 a substantial holder notice (ASIC Form 603) will 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.

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## **5. GST**

### **5.1 Interpretation**

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 4.3 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 4.3; 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.

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## 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

DocuSign Envelope ID: 338FDGD1-E88E-4076-A652-955310521F39

Seller	Christopher Heady	C/- Intertrust Australia Pty Ltd, Suite 2, Level 25, 100 Miller Street, North Sydney NSW 2060	Heady@blackstone.com
Buyer	Alan Miyasaki	77 Robinson Road, #13-00, Robinson 77, Singapore 068896	Miyasaki@blackstone.com

- (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.

## 1.2 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).

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## **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.

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## **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 agreement without the prior consent of each other 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.

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## **9. Governing law and jurisdiction**

### **9.1 Governing law and jurisdiction**

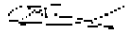
This agreement is governed by the law applying in New South Wales, Australia.

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**

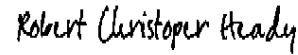
**Executed by Blackstone Real Estate Australia  
Pty Limited ACN 604 167 651 in accordance with  
section 127 of the Corporations Act 2001 (Cth):**



\_\_\_\_\_  
Signature of director

**Chris Tynan**

\_\_\_\_\_  
Full name of director



\_\_\_\_\_  
Signature of company secretary/director

**Robert Christopher Heady**

\_\_\_\_\_  
Full name of company secretary/director



DocuSign Envelope ID: 338FDCD1-E88E-4076-A852-955310521F39

**Signed for and on behalf of Midnight Acacia  
Holdings Pte. Limited by its authorised signatory**



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Signature of authorised signatory