

Simpson Thacher & Bartlett

111M #tBi]]'.jl:siJifr

1cnc TOWElt, : 5711 FLOOR
a GARDEN ROAD, CRNTRAL
!ION(KONC

TI:J.F.!11() t:: +8 !! " :!R1 4-i()00
F,c_- IMILE: +8;:!:dH11_)7694

Market Announcements Office
ASX Limited, Sydney

_____ 2020

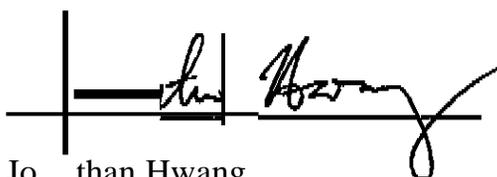
+61 2 9347 0005

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.hwaug@stllaw.com

Form 603
Corporations Act 2001
Section 571B

Notice of initial substantial holder

| | |
|---|---|
| 12. Company Name/Short name | <u>COWO Reort, Limited (CWN)</u> |
| ACN/ARSN | <u>ACN 125 709 953</u> |
| 1. Details of substantial holder (1) | |
| Name | Midnight Acacia Holdings Pte. Limited (Midnight Acacia) |
| 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 vote (5) | Voting power (6) |
|---|----------------------|-------------------|------------------|
| <input checked="" type="checkbox"/> ordinary shares | 167,675,000 | 67,675,000 | |

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 or 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 a consequence of the acquisition pursuant to a purchase agreement entered into as a result of the acquisition (Purchase Agreement). Pursuant to section 608(3) of the Corporations Act, Midnight Acacia also had a relevant interest in the shares in which BREA had a relevant interest. | 167,675,000 Shares |
| BREA | Pursuant to section 608(3) of the Corporations Act, BREA has a relevant interest in the shares in which Midnight Acacia has a relevant interest, as referred to above. BREA 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 BREA) | Pursuant to section 608(3) of the Corporations Act, each Blackstone Affiliated Entity has a relevant interest in the shares in which BREA, and Midnight Acacia, have a relevant interest, as referred to above. | 67,675,000 Shares |

4. Details of persons registered as 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 (B) | 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 the interest in the securities referred to in paragraph 3 above, on the day that the substantial holder became a substantial holder is as follows:

| | | | |
|--|---------------------------------------|--------------------------------------|---|
| Holder or dividend interests Midmghl Acnm and each BlackStone Affiliated Enlity | Date of acQuisition 21J April 2020 | Consideration (9) \$s.1 per snan, | Class number or securities 151,01s.000 snare. |
|--|---------------------------------------|--------------------------------------|---|

6. Mwel.- \$

The reasDnS the pe!!IOrit!, named in paragmph 3 above atP. 'U'Q,'It (/the -nt I I t!Oklef' art- .rS f0flaw5:

| | |
|---------------------------------|------------------------|
| N,ci:me" ACNJAIWN ,,, t!PP! le) | Nature o,0;1.MN:i:J!"1 |
| N/A | N/A |

7. AddresMs

TM add1."551'5 of poo;ons named ,n thss f0ITn amas follows:

| Name | Adresso |
|---|---|
| BREA | C/- Int0<1MI AU<I'OIIO Ply Lid, Sl.Ale 2, L...i 25, 100 Mdlar Sintel, No<th Sl,<Iney NSW:1000 |
| Midrun!ff Aaaa.:i BREP Asia JI COiiins UK Hold111g NO L.P. (tol:X! : namffl BREP A5ia II Gold UI(HOid"" L.P.) | 71 Robinson Road #13--00 Robinson 77. S1na.i 068896 140 t!lt!Y Squart!, London, Engl.end, W1J51\1., UK |
| Blackstone Reaf Esta1e Partne Asia II | :M!:i Pnr1c Avenue New YOrk NV 10154 USA |
| Blackstone Real Esiate Partne75 IX | 345 Parx Avenue New Yor1' NY 10154 UAA |

Signature

print narTt! Alan Miyasaki

i;apacity Dimdoc

:a;lunh...-

date 1 May2020

DIR CTIONS

- (1) If there al!! a number of \$!b\$tanlial holdelS wrth ,-ifnilar or related relevant interests. {eo. .: cott,otation and its related CDfJ)Oiliton5., or!he manager and tn;s.tec Of n equity trust . tho narms muld bo included in an armexul!! to the form. If the lev,:ml interest\$ Of a group Of persons am essentially similar, they may be refer'ed to tn,ognout !!IC form as a s lly named group if the hip of ch group, WnN the names and addofnbtmi is ck!nly set out in pafBOraph 7 of the form
- (2) See ltie definition of -aMOciate- In ion9Of tM Corporations Act 2001.
- (1) See thP. definition of "'re ant intefelt" in :r.ectiOn\$ 808 <ind 6718(7) of the Corporabons Ad 2001
- (4) The voting shares of a company con!!..ti!ute- one eb!..J unffl dwid into o d:ili&OS.
- (5) TIM! total numb!t" of vot?;i aHach@d to all the voting share,, in the c.omparty or vot,ng lnln:::st:s. in the schmn!! (if any) that the pe,,.on or .!l!t! assoet:1te h.m a relevan1n1ere,t m.
- (6) T!e per,on-, votes 01\|tded by IM total VO!le-!; n! the body Corporate or scheme multiplied by 100.
- (7) Include- details t: f-
 - (o) any !!Jeo.:ant og ent OR othet cil'OJm:i:lan,:ca by which t!C mlewnl int(lft!St w:m acquired. 11 \$!bsedOI'i 6'11B(4) uPP,ic:s, a copy of any document setJng out 11'1 l'rnS of any rok!vant agrt!(lllent, and a statement by the pen.on _gMng fUII and i:ICcm'a[(! details of any co , sc-tiemc of a n! must accompany this form, together with a written !!.tBlff!lent certifying this contract. scheme or arrangement; and
 - (b) any qualification of the power of a lo exerc , control thP. eK rc ot, or lnnuenu l eiu!rtli!@ of, the wting powers or diLPQS,-'11 (.If the- I . I t!C h tne rdevant mtere3t reklt (indicating dcarty the particular :Seeutowhid! l he qU11lificalion appl!C3).
- ttiedefil"11bon ot-re nt a " in SKt!on o of the ColJ!Dfd!ion:!! Act ,001
- (8) If ttN! substantial hol&tr i5 unabl@ lo deti!ffine the n.lJY of the pie,r.,. (cg. if lhc IC'Y!nl interest oll!M!!! because of an opttQn) wnte .!M"li:!'VOIN,..
- (9) Detai Of the consideration must include any and all benefil,-, moneys ,!lrv,J otnef, tnat art'/ petY,ri frOffl w1'!OM a tcbtant int!R!S1 was acquired has, or may, become entilkd to ave 1r, rel.1 hon to that ac:Qlir..lition. Dclait! must induded even rt' the benef11 t!.mndition.'11 on the h;ippingen OR not Of a ,oniingemy. Detai.: must bo included of any IK!nc!"II paid on bt!hof of 5Ub!.tnnti,!!'104dcr or it:1- le in n:lalation to the acqui,tions, even if they are not paid din:clly to the pe from WnOM the relevant 1n1erest wAsar.quired.

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,

Director
Alan Miyasaki

ocusign Envelope ID: 33BFDCD1-EBBE-4076-A652-955310521F39

Share sale agreement

Blackstone Real Estate Australia Pty Limited

Seller

Midnight Acacia Holdings Pte. Limited

Buyer

Contents

| | | |
|-----------|---|-----------|
| 1. | Definitions and interpretation | 1 |
| | 1.1 Definitions | 1 |
| | 1.2 General rules of Interpretation | 2 |
| 2. | Sale and purchase of Shares | 3, |
| a. | Completion..... | 3 |
| | 3.1 Time and place for Completion | 3 |
| | 3.2 Seller obligations | 3 |
| | 3.3 Buyer obligations | 3 |
| | 3.4 Interdependence of obligations at Completion..... | 3 |
| | 3.5 Title and risk..... | 3 |
| 4. | Confidentiality | 4 |
| | 4.1 No announcement or other disclosure of transaction..... | 4 |
| | 4.2 Permitted disclosure..... | 4 |
| | 4.3 ASX and other disclosure | 4 |
| 5. | GST..... | 4 |
| | S.1 Interpretation | 4 |
| | 5.2 Reimbursements and similar payments..... | 5 |
| | 5.3 GST payable..... | 5 |
| | 5.4 Variation to GST payable..... | 5 |
| 6. | Notices..... | 5 |
| | 6.1 How notice to be given | 5 |
| | 6.2 When notice taken to be received | 6 |
| 7. | Entire agreement | 7 |
| 8. | General..... | 7 |
| | 8.1 Amendments | 7 |
| | 8.2 Assignment..... | 7 |
| | 8.3 Consents | 7 |
| | 8.4 Counterparts..... | 7 |
| | S.S Costs..... | 8 |
| | 8.6 Further acts and documents..... | 8 |
| | 8.7 Stamp duties..... | 8 |
| | 8.8 Operation of indemnities | 8 |
| | 8.9 Waivers..... | 8 |
| 9. | Governing law and jurisdiction | 9 |
| | 9.1 Governing law and jurisdiction | 9 |

Share sale agreement

Date 29 April 2020

Parties **Blackstone Real Estate Australia Pty Limited ACN 604167 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

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 My 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.

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 as at the date of this agreement.

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.

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.

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.

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 | 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).

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 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:

- M** 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 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

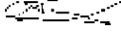
This agreement is governed by the law applying in New South Wales, Australia.

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.

DocuSign Envelope ID: 338FD0D1-E88E-4076-A852-955310521F39

Signed as an agreement

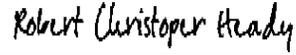
Executed by Blackstone Real Estate Australia Pty Limited ACN 604167 6\$1 in accordance with section 127 of the Corporations Act 2001(Cth):



Signatur!..! of dil' ctor

chris Tynan

Full name of director



Slsmm.ire of c:ompany scctrl'..ltar"(dlrei::tor

Robert Christoper Heady

Full nam of company !iecretary/director

DocuSign Envelope ID: 338FDCD1-E88E-<1076-A652-955310521F39

Signed for and on behalf of **Midnight Acacia Holdings pte, Limited** by its authorised signatory

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character, positioned above a horizontal line.

Signature of authorised signatory