

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2023-03-09**
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SUBJECT COMPANY

Melco Resorts & Entertainment LTD

CIK: [1381640](#) | IRS No.: **000000000** | State of Incorp.: **E9** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-82571** | Film No.: **23719448**
SIC: **7011** Hotels & motels

Mailing Address
38TH FLOOR, THE
CENTRIUM.
60 WYNDHAM STREET,
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Business Address
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FILED BY

Melco International Development LTD

CIK: [1389153](#) | IRS No.: **000000000** | State of Incorp.: **K3** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
THE PENTHOUSE, 38TH
FLOOR, THE CENTRIUM
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 7)***

Melco Resorts & Entertainment Limited
(Name of Issuer)

Ordinary Shares, par value US\$0.01 per share
(Title of Class of Securities)

G5974W 10 3
(CUSIP Number)

Melco Leisure and Entertainment Group Limited
38th Floor, The Centrium
60 Wyndham Street
Central Hong Kong
(+852) 3151 3777

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 8, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Persons Melco International Development Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO - See Item 3	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0 shares
	8	Shared Voting Power 687,360,906 shares ⁽¹⁾
	9	Sole Dispositive Power 0 shares
	10	Shared Dispositive Power 687,360,906 shares
11	Aggregate Amount Beneficially Owned by Each Person 687,360,906 shares	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 51.7% ⁽²⁾	
14	Type of Reporting Person CO; HC	

(1) All share counts reported in this schedule are calculated after giving effect to the sale of 40,373,076 Ordinary Shares that are being repurchased by the Issuer pursuant to the Share Repurchase Agreement described herein.

(2) All ownership percentages in this schedule are calculated based upon (i) 1,370,052,143 Ordinary Shares of Melco Resorts & Entertainment Limited (the "Issuer") issued and outstanding as of March 9, 2023, as reported by the Issuer to the Reporting Persons, minus (ii) the 40,373,076 Ordinary Shares that are being repurchased by the Issuer pursuant to the Share Repurchase Agreement described herein.

1	Name of Reporting Persons	
	Melco Leisure and Entertainment Group Limited	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO - See Item 3	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0 shares
	8	Shared Voting Power 687,360,906 shares
	9	Sole Dispositive Power 0 shares
	10	Shared Dispositive Power 687,360,906 shares
11	Aggregate Amount Beneficially Owned by Each Person 687,360,906 shares	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 51.7%	
14	Type of Reporting Person CO; HC	

1	Name of Reporting Persons	
	Mr. Lawrence Yau Lung Ho	
2	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO - See Item 3	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Canada	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 12,732,648 shares
	8	Shared Voting Power 687,360,906 shares
	9	Sole Voting Power 12,732,648 shares
	10	Shared Dispositive Power 687,360,906 shares
11	Aggregate Amount Beneficially Owned by Each Person 700,093,554 shares	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 52.7%	
14	Type of Reporting Person IN	

Introduction

This Amendment No. 7 (this “Amendment”) amends and restates the Schedule 13D filed on February 6, 2017, as amended by Amendments No. 1 through 6 filed on May 17, 2017, November 19, 2018, February 21, 2019, July 17, 2019, May 13, 2022 and August 19, 2022 (the “Original Filing”) by the Reporting Persons (defined below) with respect to the Issuer (defined below). The Original Filing is hereby amended, restated and superseded in its entirety by the information contained in this Amendment.

Item 1. Security and Issuer

This Amendment relates to the ordinary shares, par value of US\$0.01 per share (the “Ordinary Shares”), of Melco Resorts & Entertainment Limited, a Cayman Islands exempted company (the “Issuer”). The address of the Issuer’s principal executive offices is 38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong.

Item 2. Identity and Background

- (a) This Amendment is being filed jointly by: (i) Melco International Development Limited, a Hong Kong-listed company (“Melco International”), (ii) its wholly-owned and controlled subsidiary Melco Leisure and Entertainment Group Limited, a company incorporated under the laws of the British Virgin Islands (“Melco Leisure”), and (iii) Mr. Lawrence Yau Lung Ho, a citizen of Canada (“Mr. Ho”) (collectively, the “Reporting Persons” and each, a “Reporting Person”).

As of the date of this Amendment, Mr. Ho controls a majority of Melco International’s outstanding ordinary shares and is thus the controlling person of Melco International. Mr. Ho holds approximately 37.6% of Melco International’s ordinary shares through Lasting Legend Ltd., Better Joy Overseas Ltd., Mighty Dragon Developments Limited, Black Spade Capital Limited and Maple Peak Investments Inc.. All of such companies are owned or controlled by the persons and/or trusts associated with Mr. Ho. Mr. Ho also has an interest in L3G Holdings Inc., a company controlled by a discretionary family trust, the beneficiaries of which include Mr. Ho and his immediate family members, that holds approximately 20.6% of Melco International’s ordinary shares. In addition, Mr. Ho’s spouse holds approximately 0.3% of Melco International’s ordinary shares. Consequently, Mr. Ho may be deemed to beneficially own approximately 58.5% of Melco International’s ordinary shares outstanding.

- (b) The principal business address of each of the Reporting Persons is 38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong.
- (c) The principal business of Melco International and Melco Leisure, through their subsidiaries, is to engage in the leisure, gaming and entertainment industry, and make other investments. Mr. Ho’s principal occupation is serving as the chairman, chief executive officer and executive director of the Issuer and Melco International.
- (d) None of the Reporting Persons, and to the knowledge of each of the Reporting Persons, none of the persons named on Schedule I, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.
- (e) None of the Reporting Persons, and to the knowledge of each of the Reporting Persons, none of the persons named on Schedule I, has during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The name, business address, present principal occupation or employment and citizenship of, and certain other information regarding, each director and executive officer of each of Melco International and Melco Leisure is set forth on Schedule I hereto.

Item 3. Source and Amount of Funds or Other Consideration

Melco Leisure was one of the founding stockholders of the Issuer and received 500,000,000 Ordinary Shares from the Issuer in March 2005 in exchange for the contribution of various operating assets and development projects to start the Issuer's business. The contributed assets were existing assets of Melco Leisure and its affiliates.

Melco Leisure purchased 33,750,000 additional Ordinary Shares in May 2009 from the Issuer for \$44,887,500 as part of a registered public offering conducted by the Issuer to raise additional capital.

During 2010, 2011 and 2012, Melco Leisure acquired 2,366,538, 20,105,965 and 3,006,540 Ordinary Shares, respectively, through various transactions.

In February 2017, Melco Leisure purchased 198,000,000 Ordinary Shares for \$1.188 billion from Crown Asia Investments Pty. Ltd. ("Crown Asia"), who was the other founding stockholder of the Issuer. The purpose of this transaction was to buy out some of the interests of Crown Asia, who wanted to divest itself of some of its interests in the Issuer. Crown Asia simultaneously sold 40,925,499 Ordinary Shares to the public in an underwritten secondary offering. Through this transaction, the Reporting Persons obtained majority control over the Issuer. The purchase price was financed with a bank loan which was secured by 727,733,982 Ordinary Shares held by Melco Leisure.

In July 2019, the Issuer acquired a 75% interest in ICR Cyprus Holdings Limited from Melco International in exchange for the issuance of 55,500,738 Ordinary Shares to Melco Leisure. These Ordinary Shares were valued by the parties at \$375,000,000.

In June 2021, Melco Leisure and Melco International entered into a \$1 billion, 5-year credit facility (the "Credit Facility") which refinanced the February 2017 bank loan. The Credit Facility is secured by 677,360,904 Ordinary Shares held by Melco Leisure.

In March 2022, the Issuer entered into a facility agreement with Melco International (the "Intercompany Loan Agreement"), pursuant to which a US\$250 million revolving loan facility was granted by the Issuer as lender to Melco International as borrower for a period of 12 months after the first utilization date (the last day of such period being the "Final Repayment Date"). A draw down by Melco International in the amount of US\$200 million was utilized in April 2022 and repaid in January 2023. On December 31, 2022, the Issuer and Melco International executed an Amendment Letter whereby the parties agreed to extend the Final Repayment Date to June 30, 2024.

In August 2022, the Issuer repurchased 84,995,799 Ordinary Shares from Melco Leisure for an aggregate purchase price of \$152,709,118. These repurchases provided liquidity and working capital for Melco Leisure and Melco International.

On March 8, 2023, the Issuer, Melco Leisure and Melco International entered into a share repurchase agreement ("Share Repurchase Agreement"), pursuant to which Melco Leisure agreed to sell and the Issuer agreed to repurchase 40,373,076 Ordinary Shares for an aggregate repurchase price of US\$169,836,073. The repurchase is expected to close on March 10, 2023, and all share counts and percentages reported herein assume that the repurchase has been completed. The net proceeds from the repurchase will be used to (i) pay all accrued interest, fees and expenses due under the Intercompany Loan Agreement, which will then be terminated, and (ii) repay existing indebtedness of Melco International, or as otherwise agreed between the Issuer (acting through the disinterested members of the Audit and Risk Committee of its board of directors), Melco Leisure and Melco International. The description of the Share Repurchase Agreement in this Item 3 is qualified in its entirety by reference to the complete text of the Share Repurchase Agreement, which has been filed as Exhibit 99.2 and which is incorporated herein by reference in its entirety.

Mr. Ho holds 312,012 Ordinary Shares directly and 7,362,072 Ordinary Shares through companies (other than Melco International and Melco Leisure) and a trust associated with him. Mr. Ho also owns restricted shares in respect of 5,058,564 Ordinary Shares, which are vested or will vest within 60 days hereof. Mr. Ho obtained these shares through various transactions, including restricted stock grants and exercises of stock options granted by the Issuer to him as an officer and director of the Issuer.

Item 4. Purpose of the Transaction

As of the date of filing, the Reporting Persons control a majority of the outstanding Ordinary Shares. As the majority shareholders, the Reporting Persons can elect a majority of the members of the board of directors of the Issuer, and could thus indirectly control all aspects of the Issuer's business. As of the date of filing, four out of seven board members of the Issuer are current officers or board members of Melco International and Melco Leisure, and thus the Reporting Persons have significant influence and control over the Issuer.

Each Reporting Person may take actions pursuant to, exercise any of its rights under, and/or comply with the obligations of, each contract, governing document, or arrangement described above. Each Reporting Person may waive, delay the exercise of, decline to enforce, or decline to comply with, any of those rights and obligations in its sole discretion.

The Reporting Persons may, from time to time, engage in discussions, whether initiated by the Reporting Persons or another party, concerning proposals for transactions or other arrangements that may relate to or, if consummated, result in an event described in Item 4 of Schedule 13D under 7 CFR § 240.13d-101. The Reporting Persons may review and evaluate their investments in the Issuer at any time, whether in light of the discussions described in the immediately preceding sentence or otherwise, which may give rise to plans or proposals that, if consummated, would result in one or more of the events described in Item 4 of Schedule 13D under 7 CFR § 240.13d-101. Any such discussion or actions may depend upon various factors, including, without limitation, the Issuer's business prospects and other developments concerning the Issuer, alternative investment opportunities, general economic conditions, financial and stock market conditions and any other facts and circumstances that may become known to the Reporting Persons regarding or related to the matters described in this Amendment.

Item 5. Interest in Securities of the Issuer

- (a) After giving effect to the Share Repurchase Agreement, Melco Leisure will be the record owner of 687,360,906 Ordinary Shares (representing
- (b) 51.7% of the total issued and outstanding Ordinary Shares).

Melco International owns all of Melco Leisure. Thus, Melco International shares voting and dispositive control of all Ordinary Shares owned by Melco Leisure and is deemed to be the beneficial owner of those shares.

Pursuant to the information disclosed in Item 2(a), Mr. Ho controls a majority of Melco International, and thus shares voting and dispositive control of all Ordinary Shares owned by Melco Leisure and is deemed to be the beneficial owner of those shares. In addition, Mr. Ho holds 312,012 Ordinary Shares directly and 7,362,072 Ordinary Shares through companies (other than Melco International and Melco Leisure) and a trust associated with him. Mr. Ho also owns restricted shares in respect of 5,058,564 Ordinary Shares, which are vested or will vest within 60 days hereof. Thus, Mr. Ho may be deemed to beneficially own 700,093,554 Ordinary Shares (representing 52.7% of the total outstanding Ordinary Shares).

To the knowledge of the Reporting Persons, Mr. Evan Andrew Winkler owns restricted shares in respect of 69,333 Ordinary Shares, Mr. Chung Yuk Man owns restricted shares in respect of 152,208 Ordinary Shares and Mr. John William Crawford owns restricted shares in respect of 50,508 Ordinary Shares, which are vested or will vest within 60 days hereof.

- (c) None of the Reporting Persons, and to the knowledge of the Reporting Persons, none of the persons named on Schedule I hereto, has effected any transaction in the Ordinary Shares during the past 60 days.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Melco International and Melco Leisure have customary demand registration rights, Form F-3 registration rights, piggyback registration rights, expense reimbursements and indemnification rights pursuant to a Registration Rights Agreement, dated December 11, 2006 and amended on February 9, 2017 and on May 15, 2017. A form of the Registration Rights Agreement and two amendments thereto are attached hereto as Exhibit 99.3, Exhibit 99.4 and Exhibit 99.5 and are incorporated by reference.

677,360,904 Ordinary Shares owned by Melco Leisure are currently pledged to secure indebtedness under the Credit Facility.

Item 7. Material to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
99.1	<u>Joint Filing Agreement with respect to filing of Schedule 13D/A #7, dated as of March 9, 2023, by and among Melco International Development Limited, Melco Leisure and Entertainment Group Limited and Mr. Lawrence Yau Lung Ho.</u>
99.2	<u>Share Repurchase Agreement, dated as of March 8, 2023, by and among Melco Resorts & Entertainment Limited, Melco Leisure and Entertainment Group Limited and Melco International Development Limited.</u>
99.3	<u>Form of Registration Rights Agreement among our Company, Melco Leisure and Entertainment Group Limited and PBL (incorporated by reference to Exhibit 4.10 from the registration statement on Form F-1 (File No. 333-139088), as amended, initially filed with the SEC on December 1, 2006).</u>
99.4	<u>Amendment No. 1 and Joinder to Registration Rights Agreement among our Company, Crown Asia Investments Pty Ltd, Crown Resorts Limited, Melco Leisure and Entertainment Group Limited and Melco International Development Limited, dated as of February 9, 2017 (incorporated by reference to Exhibit 2.19 from the annual report on Form 20-F for the fiscal year ended December 31, 2016 (File No. 001-33178), filed with the SEC on April 11, 2017).</u>
99.5	<u>Amendment No. 2 to Registration Rights Agreement among our Company, Crown Asia Investments Pty Ltd, Crown Resorts Limited, Melco Leisure and Entertainment Group Limited and Melco International Development Limited, dated as of May 15, 2017 (incorporated by reference to Exhibit 2.24 from the annual report on Form 20-F for the fiscal year ended December 31, 2017 (File No. 001-33178), filed with the SEC on April 12, 2018).</u>

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: March 9, 2023

For and on Behalf of
MELCO INTERNATIONAL DEVELOPMENT LIMITED

By: /s/ Lawrence Yau Lung Ho
Name: Lawrence Yau Lung Ho
Title: Chairman, Chief Executive Officer and Executive
Director

For and on Behalf of
MELCO LEISURE AND ENTERTAINMENT GROUP
LIMITED

By: /s/ Lawrence Yau Lung Ho
Lawrence Yau Lung Ho
Title: Director

LAWRENCE YAU LUNG HO

By: /s/ Lawrence Yau Lung Ho

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing with the other on behalf of each other of an amendment to a statement on Schedule 13D originally filed on February 6, 2017 with the United States Securities and Exchange Commission (including any further amendments thereto) with respect to the Ordinary Shares, par value \$0.01 per share, of Melco Resorts & Entertainment Limited, a Cayman Islands company, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Date: March 9, 2023

For and on Behalf of
MELCO INTERNATIONAL DEVELOPMENT LIMITED

By: /s/ Lawrence Yau Lung HO
Name: Lawrence Yau Lung Ho
Title: Chairman, Chief Executive Officer and Executive
Director

For and on Behalf of
MELCO LEISURE AND ENTERTAINMENT GROUP
LIMITED

By: /s/ Lawrence Yau Lung Ho
Lawrence Yau Lung Ho
Title: Director

LAWRENCE YAU LUNG HO

By: /s/ Lawrence Yau Lung Ho

SCHEDULE I**MELCO INTERNATIONAL DEVELOPMENT LIMITED**

Set forth below is a list of the directors and executive officers of Melco International Development Limited as of the date of this filing, their present principal occupations or employment, and citizenship. Information on the cover pages regarding the relationship among Melco International Development Limited, Melco Leisure and Entertainment Group Limited and Mr. Lawrence Yau Lung Ho is incorporated herein by reference.

Name	Present Business Address	Present Principal Occupation	Citizenship
Lawrence Yau Lung Ho	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Chairman, Chief Executive Officer and Executive Director of Melco International Development Limited and Melco Resorts & Entertainment Limited	Canada
Evan Andrew Winkler	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	President and Managing Director of Melco International Development Limited and Director and President of Melco Resorts & Entertainment Limited	United States of America
Chung Yuk Man	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Executive Director of Melco International Development Limited and Director of Melco Resorts & Entertainment Limited	Hong Kong Special Administrative Region of the People' s Republic of China
Ng Ching Wo	13/F, Gloucester Tower, The Landmark, 15 Queen' s Road Central, Central, Hong Kong	Solicitor and Non-executive Director of Melco International Development Limited	Canada
John William Crawford	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Certified Public Accountant and Independent Non-executive Director of Melco International Development Limited and Melco Resorts & Entertainment Limited	Canada
Tsui Che Yin, Frank	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Independent Non-executive Director of Melco International Development Limited	United Kingdom
Karuna Evelyn Shinsho	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Independent Non-executive Director of Melco International Development Limited	United States of America

MELCO LEISURE AND ENTERTAINMENT GROUP LIMITED

Set forth below is a list of the directors and executive officers of Melco Leisure and Entertainment Group Limited as of the date of this filing, their present principal occupations or employment, and citizenship. Information on the cover pages regarding the relationship among Melco International Development Limited, Melco Leisure and Entertainment Group Limited and Mr. Lawrence Yau Lung Ho is incorporated herein by reference.

Name	Present Business Address	Present Principal Occupation	Citizenship
Lawrence Yau Lung Ho	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Director of Melco Leisure and Entertainment Group Limited and Chairman, Chief Executive Officer and Executive Director of Melco Resorts & Entertainment Limited	Canada
Evan Andrew Winkler	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Director of Melco Leisure and Entertainment Group Limited and Director and President of Melco Resorts & Entertainment Limited	United States of America
Chung Yuk Man	38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong	Director of Melco Leisure and Entertainment Group Limited and Director of Melco Resorts & Entertainment Limited	Hong Kong Special Administrative Region of the People' s Republic of China

SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT (this "Agreement") is entered on March 8, 2023 by and among Melco Resorts & Entertainment Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), Melco Leisure and Entertainment Group Limited, a company incorporated under the laws of the British Virgin Islands (the "Selling Shareholder") and Melco International Development Limited, a company incorporated under the laws of Hong Kong ("MIDL").

WHEREAS, the Selling Shareholder owns, beneficially and legally of record, 727,733,982 ordinary shares, par value US\$0.01 per share, in the Company ("Ordinary Shares");

WHEREAS, the Selling Shareholder desires to sell, and the Company desires to repurchase, 40,373,076 Ordinary Shares (the "Repurchase Shares") on the terms and subject to the conditions set forth in this Agreement (the "Repurchase");

WHEREAS, the principal amount of the Intercompany Loan has been fully repaid by MIDL and MIDL desires to repay all the accrued interest, the Extension Fee (as defined in the Intercompany Loan Agreement), and other costs and expenses outstanding under the Intercompany Loan Agreement as at the date of the Closing and cancel the Intercompany Loan, and the Company and MIDL desire to terminate the Intercompany Loan Agreement;

WHEREAS, the audit and risk committee (the "ARC") of the board of directors of the Company (the "Board") has received a written opinion from CBRE Securities, LLC ("CBRE"), dated as of the date of this Agreement, based on and subject to the assumptions, qualifications, limitations and other matters set forth therein, to the effect that, as of the date of this Agreement, the Repurchase Consideration (as defined below) is fair, from a financial point of view, to the Company; and

WHEREAS, the ARC, acting with authority delegated by the Board and upon the unanimous approval of the independent and disinterested members of the ARC, has approved this Agreement and (on the terms and subject to the conditions set forth herein) the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of promises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF THE SHARES

Section 1.1 Repurchase. At the Closing (as defined below), the Selling Shareholder shall sell to the Company, and the Company shall repurchase from the Selling Shareholder, all of the Selling Shareholder's legal and beneficial right, title and interest in and to the Repurchase Shares for an aggregate repurchase price of US\$169,836,073.04 (the "Repurchase Consideration").

Section 1.2 Closing. The closing of the Repurchase (the "Closing") shall take place at the offices of the Company at 38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong and shall commence at 9:00 a.m., Hong Kong time, on the date that is two (2) Business Days after the day on which the last of the conditions set forth in Article II is satisfied or, if permissible, waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of those conditions at the Closing), or at such other time, date or place as is mutually agreed in writing by the Company and the Selling Shareholder.

Section 1.3 Selling Shareholder Deliverables. At the Closing, the Selling Shareholder shall cause the transfer of the Repurchase Shares to the Company and shall deliver or cause to be delivered to the Company:

(a) instrument(s) of transfer duly executed by the Selling Shareholder in respect of the Repurchase Shares in favor of the Company, in the form attached hereto as Exhibit A;

(b) the original share certificate(s) number(s) MCE80001091, MCE80001092, MCE80001093, MCE80001094 (each in respect of 10,000,000 shares) and MCE80001095 (in respect of 373,076 shares), in aggregate representing the Repurchase Shares;

(c) a copy of the resolutions of the board of directors of the Selling Shareholder and a copy of the resolutions of the sole shareholder of the Selling Shareholder, in each case authorizing the execution, delivery and performance of this Agreement, certified by an officer of the Selling Shareholder or a Hong Kong qualified solicitor; and

(d) a copy of the resolutions of the board of directors of MIDL, authorizing the execution, delivery and performance of this Agreement, certified by an officer of the Selling Shareholder or a Hong Kong qualified solicitor;

(e) the termination letter in respect of the Intercompany Loan Agreement, substantially in the form attached hereto as Exhibit B, duly executed by MIDL; and

(f) all such other documents and instruments, if any, that are mutually determined by the Selling Shareholder and the Company to be necessary to effectuate the transactions contemplated by this Agreement.

Section 1.4 Company Deliverables. At the Closing, the Company shall:

(a) pay or cause to be paid, against the receipt of the Selling Shareholder' s deliverables under Section 1.3, a net amount equal to the Repurchase Consideration less the Intercompany Loan Outstanding Amounts, to the Selling Shareholder' s Designated Bank Account;

(b) at the request and direction of the Selling Shareholder and MIDL (hereby given by the Selling Shareholder and MIDL), apply the Intercompany Loan Outstanding Amounts deducted from the Repurchase Consideration under Section 1.4(a) to repay all the accrued interest, the Extension Fee (as defined in the Intercompany Loan Agreement), and other costs and expenses outstanding under the Intercompany Loan Agreement as at the date of the Closing; and

(c) deliver or cause to be delivered to the Selling Shareholder and MIDL the termination letter in respect of the Intercompany Loan Agreement, substantially in the form attached hereto as Exhibit B, duly executed by the Company and thereby terminate the Intercompany Loan Agreement.

Section 1.5 Interdependency of Closing Actions. Unless otherwise agreed in writing by the Selling Shareholder and the Company, (i) all actions at the Closing are interdependent and will be deemed to take place simultaneously, and (ii) no delivery or payment will be deemed to have been made until all deliveries and payments under this Agreement due to be made at the Closing have been made.

Section 1.6 Register of Members. The Company shall, as soon as practicable after Closing: (i) update the register of members of the Company (the "Register of Members") to reflect the repurchase of the Repurchase Shares by the Company and the cancellation of the Repurchase Shares; (ii) deliver to the Selling Shareholder a certified true copy of the updated Register of Members; and (iii) cancel the share certificate(s) representing the Repurchase Shares delivered by the Selling Shareholder under Section 1.3.

Section 1.7 Use of Proceeds. The Selling Shareholder and MIDL shall use the net proceeds (after deducting the Intercompany Loan Outstanding Amounts and the costs and expenses of the transactions contemplated by this Agreement) (the "Net Proceeds") for the purpose of repaying existing third party indebtedness, or as otherwise agreed between the Company (acting through the ARC) and the Selling Shareholder and MIDL.

ARTICLE II CONDITIONS TO CLOSING

Section 2.1 Conditions to Closing. The obligations of the Company and the Selling Shareholder to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions prior to or at the Closing unless waived, in writing, by each of the Company and the Selling Shareholder (each in its respective sole discretion):

(a) No Injunction. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered (or announced an intention to enact, issue, promulgate, enforce or enter) any Law or award, writ, injunction, determination, rule, regulation, judgment, decree, executive order or other order (each, an "Order"), whether temporary, preliminary or permanent, that has or would have the effect of enjoining, restraining, prohibiting or otherwise making illegal the consummation of the transactions contemplated hereunder.

(b) Insider Trading. The Selling Shareholder shall have requested approval of the Repurchase under the Company' s Policy for the Prevention of Insider Trading (the "Policy"), and the Company, or its authorized representative, shall have delivered to the Selling Shareholder a duly executed pre-clearance under the Policy in respect of the transactions contemplated by this Agreement.

Section 2.2 Additional Conditions to the Company' s Obligations. The obligations of the Company to consummate the transactions contemplated by this Agreement are also subject to the satisfaction of the following additional conditions prior to or at the Closing unless waived, in writing, by the Company (in its sole discretion):

(a) Representations and Warranties. The representations and warranties of the Selling Shareholder and MIDL set forth in this Agreement shall be true and correct (i) as of the date hereof, and (ii) as of the date of the Closing as if made on the date of the Closing.

(b) Agreements and Covenants. The Selling Shareholder and MIDL shall have performed or complied with all agreements and covenants that are required by this Agreement to be performed or complied with by them on or prior to the date of the Closing.

(c) Regulatory Approvals. The Company shall have received all authorizations, consents, orders and approvals of all Governmental Authorities (including approvals under applicable Gaming Laws or from applicable Gaming Authorities) required under applicable Law to consummate the transactions contemplated by this Agreement and such authorizations, consents, orders and approvals shall, to the knowledge of the Company, be in full force and effect.

(d) Solvency. The ARC shall have (i) received an opinion from CBRE in form and substance satisfactory to the ARC, dated as of the date of the Closing, to the effect that, as of the date of the Closing, immediately after giving effect to the consummation of the Repurchase and the other transactions set forth herein in accordance with the terms hereof, the Company will be able to pay its debts and other liabilities as they mature, and (ii) determined that, as of the Closing, immediately after giving effect to the consummation of the Repurchase and such other transactions set forth herein (including the payment of the Repurchase Consideration), the Company will be able to pay its debts as they fall due in the ordinary course of the Company's business.

Section 2.3 Additional Conditions to Selling Shareholder's Obligations. The obligations of the Selling Shareholder to consummate the transactions contemplated by this Agreement are also subject to the satisfaction of the following additional conditions prior to or at the Closing unless waived, in writing, by the Selling Shareholder (in its sole discretion):

(a) Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall be true and correct (i) as of the date hereof, and (ii) as of the date of the Closing as if made on the date of the Closing.

(b) Agreements and Covenants. The Company shall have performed or complied with all agreements and covenants that are required by this Agreement to be performed or complied with by it on or prior to the date of the Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Selling Shareholder and MIDL Representations and Warranties. The Selling Shareholder and MIDL jointly and severally represent and warrant to the Company that, as of the date hereof and as of the date of the Closing:

(a) Due Organization. The Selling Shareholder is a company duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.

(b) Authorization. The Selling Shareholder has all necessary power and authority to execute, deliver and perform the Selling Shareholder's obligations under this Agreement and all agreements, instruments and documents contemplated hereby and to sell and deliver the Repurchase Shares being sold hereunder, and this Agreement constitutes a valid and binding obligation of the Selling Shareholder.

(c) Ownership of Repurchase Shares. The Selling Shareholder has good and marketable right, title and interest (legal and beneficial) in and to all of the Repurchase Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind.

(d) Delivery of Repurchase Shares. Upon delivery of the Repurchase Shares by the Selling Shareholder to the Company, the Company will acquire good and marketable title to the Repurchase Shares, free and clear of all liens, pledges, security interests, charges, claims, equity or encumbrances of any kind.

(e) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in a breach by the Selling Shareholder of, or constitute a default by the Selling Shareholder under, any Order to which the Selling Shareholder is a party or by which the Selling Shareholder may be bound, (ii) assuming that all authorizations, consents, orders and approvals described in Section 2.2(c) have been obtained, conflict with or violate any Law applicable to the Selling Shareholder or by which any property or asset of the Selling Shareholder is bound or affected, or (iii) violate, conflict with, require consent under, result in any breach of, result in loss of benefit under, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to any other party any right of termination, amendment, acceleration or cancellation of, or result in the creation of any encumbrance on any property or asset of the Selling Shareholder pursuant to, any Contract or obligation to which the Selling Shareholder is a party or by which any of its respective properties or assets are bound.

(f) Experience and Evaluation. By reason of the Selling Shareholder's business or financial experience or the business or financial experience of the Selling Shareholder's professional advisers who are unaffiliated with the Company and who are not compensated by the Company, the Selling Shareholder has the capacity to protect the Selling Shareholder's own interests in connection with the sale of the Repurchase Shares to the Company. The Selling Shareholder is capable of evaluating the potential risks and benefits of the sale hereunder of the Repurchase Shares.

(g) Access to Information. The Selling Shareholder has received all of the information that the Selling Shareholder considers necessary or appropriate for deciding whether to sell the Repurchase Shares hereunder and perform the other transactions contemplated hereby. The Selling Shareholder further represents that the Selling Shareholder has had an opportunity to ask questions and receive answers from the Company and, with the consent of the Company, its nominee directors on the Board, regarding the business, properties, prospects and financial condition of the Company and to seek from the Company such additional information as the Selling Shareholder has deemed necessary to verify the accuracy of any such information furnished or otherwise made available to the Selling Shareholder by or on behalf of the Company, whether by virtue of the Selling Shareholder's representation on the Board or otherwise.

(h) Brokers and Finders. The Selling Shareholder has not incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby which could result in any liability being imposed on the Company.

(i) Money Laundering Laws. Each of the Selling Shareholder, its affiliates (other than the Company and its Subsidiaries), and, to the knowledge of the Selling Shareholder, their respective officers, directors, supervisors, and managers has not violated, currently operates and will continue to operate their businesses in compliance, with any applicable Money Laundering Laws, and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries) with respect to the Money Laundering Laws is pending or, to the knowledge of the Selling Shareholder, threatened.

(j) Sanctions. None of the Selling Shareholder, any of its affiliates (other than the Company and its Subsidiaries) or any director, officer, employee, or, to the knowledge of the Selling Shareholder, any agent, representative thereof or any other Person authorized to act for or on behalf of the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries) is a Sanction Target; none of the Selling Shareholder or its affiliates (other than the Company and its Subsidiaries) has, has had within the previous five years, or intends to have, directly or indirectly, any business operations or other dealings (a) in any Sanctioned Country, (b) with a Sanction Target to the extent such dealings were in violation of, or would cause a violation of, Sanctions, or (c) involving commodities or services of a Sanctioned Country origin or shipped to, through, or from a Sanctioned Country, or on Sanctioned Country owned or registered vessels or aircraft, or that finance or subsidize any of the foregoing exceeding 5% aggregated in comparison to the total assets or revenues of the Selling Shareholder and its affiliates (other than the Company and its Subsidiaries); the Selling Shareholder and its affiliates (other than the Company and its Subsidiaries) have not during the past five years engaged in, are not now engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was prohibited or restricted by Sanctions; and the Selling Shareholder will not, directly or indirectly, use the Repurchase Consideration, or lend, contribute or otherwise make available the Repurchase Consideration to any Subsidiary, joint venture partner or other Person, for the purpose of financing or facilitating the activities of any Sanction Target in any manner that could reasonably result in a violation of Sanctions by any Person.

(k) Anti-Bribery. Neither the Selling Shareholder nor any of its affiliates (other than the Company and its Subsidiaries) nor any director, officer, employee, nor to the knowledge of the Selling Shareholder, any agent, representative thereof or any other Person authorized to act for or on behalf of the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries) has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds in contravention of the applicable Anti-Bribery Laws; (iii) violated or is in violation of any applicable Anti-Bribery Laws; (iv) made or received any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment; (v) created or caused the creation of any false or inaccurate books and records of the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries); or (vi) established or maintained any unlawful fund of corporate monies or other properties.

Section 3.2 Additional MIDL Representations and Warranties. MIDL hereby represents and warrants to the Company that, as of the date hereof and as of the date of the Closing, (i) MIDL is a company duly incorporated, validly existing and in good standing under the laws of Hong Kong, (ii) MIDL has all necessary power and authority to execute, deliver and perform MIDL' s obligations under this Agreement and all agreements, instruments and documents contemplated hereby and this Agreement constitutes a valid and binding obligation of MIDL, and (iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (A) result in a breach by MIDL of, or constitute a default by MIDL under, any Order to which MIDL is a party or by which MIDL may be bound, (B) assuming that all authorizations, consents, orders and approvals described in Section 2.2(c) have been obtained, conflict with or violate any Law applicable to MIDL or by which any property or asset of MIDL is bound or affected, or (C) violate, conflict with, require consent under, result in any breach of, result in loss of benefit under, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to any other party any right of termination, amendment, acceleration or cancellation of, or result in the creation of any encumbrance on any property or asset of MIDL pursuant to, any Contract or obligation to which MIDL is a party or by which any of its respective properties or assets are bound.

Section 3.3 Company Representations and Warranties. The Company hereby represents and warrants to the Selling Shareholder and MIDL that, as of the date hereof and as of the date of the Closing:

(a) Due Organization. The Company is a company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands.

(b) Authorization. The Company has all necessary power and authority to execute, deliver and perform the Company' s obligations under this Agreement and all agreements, instruments and documents contemplated hereby and to buy the Repurchase Shares being sold hereunder, and this Agreement constitutes a valid and binding obligation of the Company.

(c) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in a breach by the Company of, or constitute a default by the Company under, any Order to which the Company is a party or by which the Company may be bound or its Memorandum and Articles of Association, or (ii) assuming that all authorizations, consents, orders and approvals described in Section 2.2(c) have been obtained, conflict with or violate any Law applicable to the Company or by which any property or asset of the Company is bound or affected.

(d) Solvency. The Company has not commenced voluntary liquidation, winding up or dissolution proceedings in respect of the Company, filed a petition in bankruptcy or insolvency or entered into any arrangement for the benefit of creditors of the Company, commenced any other proceeding for the reorganization, recapitalization or adjustment or marshaling of the assets or liabilities of the Company, or adopted a plan with respect to any of the foregoing, or agreed to any of the foregoing.

ARTICLE IV COVENANTS

Section 4.1 Confidentiality.

(a) Subject to Section 4.1(b) and Section 4.2, (i) each of the parties shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to or in connection with this Agreement) which relates to: (A) the provisions of this Agreement and any agreement entered into pursuant to this Agreement, or (B) the negotiations relating to this Agreement (and any such other agreement), (ii) each of the Selling Shareholder and MIDL shall treat as strictly confidential and not disclose or use any information, relating to the business, financial or other affairs (including future plans and targets) of the Company and its Subsidiaries, and (iii) the Company shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of the Selling Shareholder and MIDL.

(b) Notwithstanding the foregoing, each party may disclose such information: (i) to its affiliates and Representatives and its affiliates' Representatives; (ii) pursuant to any Law or Order; (iii) as is required to be disclosed to or pursuant to a request from a Governmental Authority, regulatory body or Relevant Exchange; (iv) to its shareholders or members, their respective affiliates and the respective Representatives of the foregoing Persons; (v) to any Person to which disclosure is approved in writing by the party providing such information; (vi) to any current or prospective finance providers and their affiliates and Representatives, including any arrangers of debt finance and rating agencies; (vii) which was lawfully in the possession of that party without any obligation of confidentiality and that was not received from a source in breach of any confidentiality obligation before it being received or held; and (viii) which has previously become publicly available other than through that party' s action or failure to act in accordance with this Section 4.1.

Section 4.2 Announcements. Except as may be required by applicable Law, any press release with respect to this Agreement or the transactions contemplated hereby shall be issued only in such form as shall be agreed upon by each of the parties. Each party shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution), making any other public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release, have any such communication, make any such other public statement prior to obtaining the consent (not to be unreasonably withheld) of such other parties. This Section 4.2 shall not prohibit any disclosure required by Law, any Governmental Authority, any regulatory body or any Relevant Exchange (in which case a Representative of the disclosing party will, to the extent permitted by Law, use its reasonable best efforts to consult with a Representative of each other party before making the disclosure and to allow each other party' s Representative to review the text of the disclosure before it is made).

Section 4.3 Consents and Filings; Further Assurances. Each party shall use its reasonable best efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including to (i) obtain from any Governmental Authorities and other Persons all consents, approvals, authorizations, qualifications and orders and give all notices as are necessary for the consummation of the transactions contemplated by this Agreement, including all authorizations, consents, orders and approvals described in Section 2.2(c), and (ii) promptly make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement as required under applicable Law (including applicable Gaming Laws).

ARTICLE V
MISCELLANEOUS

Section 5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to the conflicts of law principles thereof or of any other jurisdiction that would subject such matter to the Laws of another jurisdiction.

Section 5.2 Dispute Resolution.

(a) Subject to Section 5.1 and the last sentence of this Section 5.2(a), any disputes, actions and proceedings against any party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the HKIAC Administered Arbitration Rules in force at the relevant time and as may be amended by this Section 5.2. The seat and place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH AND THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.2(B).

Section 5.3 Costs and Expenses. The Selling Shareholder will bear all of the fees, costs and expenses incurred by the Company, whether incurred or accrued prior to or after the Closing (including any and all fees, expenses and costs payable to the advisors, agents and representatives of the Company), in connection with or incidental to the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement (collectively, the “Covered Expenses”). The parties agree that the Selling Shareholder shall pay or cause to be paid to the Company the amount of the Covered Expenses as notified in writing by the Company to the Selling Shareholder within five (5) Business Days following the Closing, which notice shall set forth such fees, costs and expenses in reasonable detail and such notice shall be given to the Selling Shareholder by no later than two (2) Business Days following the Closing.

Section 5.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by e-mail or by overnight courier to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5.4):

- (a) if to the Company:

Melco Resorts & Entertainment Limited
38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong
Attention: Company Secretary
E-mail: mco-comsec@melco-resorts.com

with a copy to:

Weil, Gotshal & Manges LLP
29/F, Alexandra House
18 Chater Road, Central
Hong Kong
Attention: Tim Gardner; William Welty
E-mail: tim.gardner@weil.com; william.welty@weil.com

- (b) if to the Selling Shareholder or MIDL:

Melco International Development Limited
Melco Leisure and Entertainment Group Limited
38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong
Attention: Company Secretary
E-mail: VincentLeung@melco-group.com

Section 5.5 Entire Agreement. This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect among the parties relating to the subject matter hereof, except as expressly referred to herein.

Section 5.6 Assignment; Successors and Assigns. No party may, without the prior written consent of the other parties, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement or delegate any of its obligations under this Agreement. Subject to the preceding sentence, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Section 5.7 No Third-Party Beneficiaries. Other than as set forth in Section 5.6, nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 5.8 Amendments. Any term of this Agreement may be amended only by an instrument in writing signed by each of the parties.

Section 5.9 Waiver. Any party hereto may (i) extend the time for the performance of any obligation or other act of another party, (ii) waive any inaccuracy in the representations and warranties of another party contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any agreement of another party or any condition to its own obligations contained herein (for the avoidance of doubt, in this sentence, (x) with respect to the Company, “another party” means either the Selling Shareholders or MIDL; and (y) with respect to the Selling Shareholder and/or MIDL, “another party” means the Company only). Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 5.10 Counterparts. This Agreement may be executed and delivered (including by e-mail of PDF or scanned versions or facsimile transmission) by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 5.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 5.12 Survival. All representations, warranties, covenants and agreements of the parties hereunder shall survive the consummation of the transactions contemplated by this Agreement.

Section 5.13 Definitions.

(a) For purposes of this Agreement:

“affiliate” means, with respect to a specified Person, any Person that Controls, or is Controlled by, or is under common Control with, such specified Person; *provided* that notwithstanding the foregoing: (i) an “affiliate” of the Company shall mean the Company or its Subsidiaries only; and (ii) an “affiliate” of the Selling Shareholder shall not include the Company or any of its Subsidiaries.

“Anti-Bribery Laws” means any applicable anti-bribery Law, including but not limited to a law, rule, or regulation promulgated to implement the United States Foreign Corrupt Practices Act, the U.K. Bribery Act or any other applicable Law of similar purpose and scope, or any amendment thereto.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in Hong Kong, New York, the Cayman Islands or the British Virgin Islands are authorized or obligated by Law or executive order to close, or a day on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.

“Contract” means any legally binding note, bond, mortgage, indenture, deed of trust, contract, agreement, lease, license, permit, franchise or other instrument.

“Control” means (whether directly, or indirectly through one or more intermediaries), from time to time, (a) the right to exercise more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests or (iii) the capital or profit interests, in each case, is beneficially owned, directly or indirectly, by such Person; or (b) the power to direct the management or policies of such Person, whether through the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body, or as general partner or managing member, as trustee or executor, through contractual arrangements or otherwise, is held directly or indirectly by such Person.

“Credit Facility” means the credit facility agreement dated June 7, 2021 by and among MIDL and certain other parties thereto, under which 677,360,904 Ordinary Shares held by the Selling Shareholder are subject to security interest.

“Debt Service Account” has the meaning ascribed to it under the Credit Facility.

“Gaming Authorities” means any Governmental Authorities with regulatory authority or jurisdiction over casino or other gaming activities and operations.

“Gaming Law” means any national, federal, tribal, state, county or local statute, law, ordinance, rule, regulation, permit, consent, approval, finding of suitability, license, judgment, order, decree, injunction or other authorization governing or relating to gaming and related activities and operations, including the rules and regulations of the Gaming Authorities.

“Governmental Authority” means any nation or government, any agency, public or regulatory authority, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any nation or government or political subdivision thereof, in each case, whether foreign or domestic and whether national, supranational, federal, provincial, state, regional, local or municipal.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Intercompany Loan” means the loan provided by the Company to MIDL under the Intercompany Loan Agreement.

“Intercompany Loan Agreement” means the facility agreement dated 28 March 2022 by and between MIDL and the Company as amended by an amendment letter dated 31 December 2022.

“Intercompany Loan Outstanding Amounts” means US\$17,461,853.67, being the sum of (i) the amount of all accrued interest, (ii) the Extension Fee (as defined in the Intercompany Loan Agreement) and (iii) other costs and expenses, in each case, due to the Company pursuant to the Intercompany Loan Agreement.

“Law” means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order, including any Gaming Law.

“Money Laundering Laws” means any applicable anti-money laundering Laws, including but not limited to, applicable federal, state, international, foreign or other applicable laws, regulations or government guidance regarding anti-money laundering, including without limitation the Bank Secrecy Act of 1970 as amended by the USA PATRIOT Act of 2001 and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries) conduct business, and international anti-money laundering principals or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended and as applicable, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any applicable orders or licenses issued thereunder.

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Person” means an individual, a partnership, a corporation, an association, a limited or an unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Governmental Authority.

“Prior Repurchase” means the repurchase transaction consummated on August 26, 2022 pursuant to the Share Repurchase Agreement, dated August 18, 2022, by and among the Company, the Selling Shareholder and MIDL.

“Relevant Exchange” means, any recognized stock exchange on which the shares of any of the Selling Shareholder or the Company or any of their respective affiliates are listed, including The Stock Exchange of Hong Kong Limited and The Nasdaq Stock Market LLC.

“Representatives” means employees, directors, officers, financial advisors, legal advisors, accountants, finance providers, brokers, insurers, members and other advisors or representatives.

“Sanctions” means any economic or financial sanctions or regulations, or trade embargoes imposed, administered, or enforced from time to time by applicable Governmental Authorities, including those administered by the United States government through OFAC or the United States Department of State, the United Nations Security Council, the European Union or its Member States, the United Kingdom, any other economic sanctions maintained by a jurisdiction in which the Selling Shareholder or any of its affiliates (other than the Company and its Subsidiaries) do business or are otherwise subject to jurisdiction.

“Sanction Target” means any Person (1) located, organized, or resident in or that is the government of a Sanctioned Country; (2) named on any OFAC sanctions list; (3) that is otherwise the subject or target of Sanctions (including, for the avoidance of doubt, sanctioned governments of a jurisdiction that is not a Sanctioned Country); or (4) that is controlled or majority owned by one or more of any of the foregoing Persons.

“Sanctioned Country” means any country or territory with which dealings are broadly and comprehensively prohibited by any country-wide or territory-wide Sanctions (as of the date hereof, Crimea, Cuba, Iran, North Korea, the Donetsk People’ s Republic, the Luhansk People’ s Republic, Zaporizhzhia, Kherson, Russia, Syria, and Venezuela).

“Selling Shareholder’ s Designated Bank Account” means the designated bank account notified in writing to the Company by the Selling Shareholder prior to the Closing.

“Subsidiary” means, with respect to a specified Person, any Person that is Controlled by such specified Person.

(b) The following terms have the meaning set forth in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Arbitrator	Section 5.2(a)
ARC	Preamble
Board	Preamble
CBRE	Preamble
Closing	Section 1.2
Closing Covered Expenses	Section 5.3
Company	Preamble
Covered Expenses	Section 5.3
HKIAC	Section 5.2(a)
MIDL	Preamble
Net Proceeds	Section 1.7
Order	Section 2.1(a)
Ordinary Shares	Recitals
Policy	Section 2.1(b)
Register of Members	Section 1.6
Repurchase	Recitals
Repurchase Consideration	Section 1.1
Repurchase Shares	Recitals
Selling Shareholder	Preamble

(c) Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Annex, such reference shall be to a Section, Article, Exhibit or Annex of this Agreement unless otherwise indicated. The headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The symbol “US\$” refers to United States Dollars. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase shall not mean simply “if.” References to a “party” or a “party hereto” in this Agreement shall refer to a party to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Share Repurchase Agreement on the date first above written.

COMPANY:

Melco Resorts & Entertainment Limited

By: /s/ Alec Yiu Wa Tsui

Name: Alec Yiu Wa Tsui

Title: Director

Signature Page to Share Repurchase Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Share Repurchase Agreement on the date first above written.

SELLING SHAREHOLDER:

Melco Leisure and Entertainment Group Limited

By: /s/ Ho, Lawrence Yau Lung

Name: Ho, Lawrence Yau Lung

Title: Director

Signature Page to Share Repurchase Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Share Repurchase Agreement on the date first above written.

MIDL:

Melco International Development Limited

By: /s/ Ho, Lawrence Yau Lung

Name: Ho, Lawrence Yau Lung

Title: Chairman and Chief Executive Officer

Signature Page to Share Repurchase Agreement