
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)**

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
c/o 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)

May 15, 2017
(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.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* 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 BK, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 757,229,043 shares (Melco Leisure and Entertainment Group Limited and Mr. Ho, Lawrence Yau Lung, may also be deemed to have sole voting power with respect to these shares)
	8	SHARED VOTING POWER 757,229,043 shares (including shares disclaimed; see Item 6 below)
	9	SOLE DISPOSITIVE POWER 757,229,043 shares (Melco Leisure and Entertainment Group Limited and Mr. Ho, Lawrence Yau Lung, may also be deemed to have sole dispositive power with respect to these shares)
	10	SHARED DISPOSITIVE POWER 757,229,043 shares (including shares disclaimed; see Item 6 below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 757,229,043(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.2%	
14	TYPE OF REPORTING PERSON HC, CO	

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 BK, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 757,229,043 shares (Melco International Development Limited and Mr. Ho, Lawrence Yau Lung, may also be deemed to have sole voting power with respect to these shares)
	8	SHARED VOTING POWER 757,229,043 shares (including shares disclaimed; see Item 6 below)
	9	SOLE DISPOSITIVE POWER 757,229,043 shares (Melco International Development Limited and Mr. Ho, Lawrence Yau Lung, may also be deemed to have sole dispositive power with respect to these shares)
	10	SHARED DISPOSITIVE POWER 757,229,043 shares (including shares disclaimed; see Item 6 below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 757,229,043(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.2%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSONS Ho, Lawrence Yau Lung	
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 BK, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 767,086,889(3) shares (Out of these shares, Melco International Development Limited and Melco Leisure and Entertainment Group Limited may also be deemed to have sole voting power with respect to 757,229,043 shares)
	8	SHARED VOTING POWER 757,229,043(2) shares (including shares disclaimed; see Item 6 below)
	9	SOLE DISPOSITIVE POWER 767,086,889(3) shares (Out of these shares, Melco International Development Limited and Melco Leisure and Entertainment Group Limited may also be deemed to have sole dispositive power with respect to 757,229,043 shares)
	10	SHARED DISPOSITIVE POWER 757,229,043(2) shares (including shares disclaimed; see Item 6 below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 767,086,889(1,3) shares (Out of these shares, Melco International Development Limited and Melco Leisure and Entertainment Group Limited may also be deemed to beneficially own 757,229,043 shares)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.9%(3)	
14	TYPE OF REPORTING PERSON CO	

- (1) This Amendment No. 1 (this "Amendment") no longer includes in such figure the number of shares that CAI and Crown had previously agreed, pursuant to the Shareholders' Deed described in Item 6 below, to retain and to vote in a manner identical to Melco Leisure and Entertainment Group Limited for so long as the Securities Loans described under Item 6 below are outstanding (the "Agreement to Vote") since that Agreement to Vote was terminated as of May 15, 2017. The number of shares subject to such voting arrangement were equivalent to the number of shares loaned under the Securities Loans. The Securities Loans were repaid on May 15, 2017, as a result of which the loaned shares were returned to the Reporting Persons (and therefore are now included in the number above) at the same time that Crown's Agreement to Vote was terminated. As a result, the number of Ordinary Shares over which the Reporting Persons have sole and shared voting power and beneficial ownership has not changed as a result of such events.
- (2) In addition, Mr. Ho holds options to purchase an aggregate of 5,574,729 Ordinary Shares, vested or vesting within 60 days of the date hereof, as further described in Item 6 below.
- (3) Includes options to purchase an aggregate of 5,574,729 Ordinary Shares, vested or vesting within 60 days of the date hereof, as further described in Item 6 below.

This Amendment No. 1 (this “Amendment”) amends and supplements the Schedule 13D filed on February 2, 2017 with respect to the Issuer by the Reporting Persons (the “Original Filing”). Information reported in the Original Filing remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Original Filing.

Item 2. Identity and Background

As of May 15, 2017, Mr. Ho personally holds 34,939,132 ordinary shares of Melco International Development Limited (“Melco International”), representing approximately 2.26% of Melco International’s ordinary shares outstanding. In addition, 119,303,024 ordinary shares of Melco International are held by Lasting Legend Ltd., 294,527,606 ordinary shares of Melco International are held by Better Joy Overseas Ltd., 50,830,447 ordinary shares of Melco International are held by Mighty Dragon Developments Limited, 7,294,000 ordinary shares of Melco International are held by The L3G Capital Trust and 1,566,000 ordinary shares of Melco International are held by Maple Peak Investments Inc., representing approximately 7.72%, 19.06%, 3.29%, 0.47% and 0.10%, respectively, of Melco International’s shares, all of which companies are owned by persons and/or trusts affiliated with Mr. Ho. Mr. Ho also has interest in Great Respect Limited, a company controlled by a discretionary family trust, the beneficiaries of which include Mr. Ho and his immediate family members, that holds 306,382,187 ordinary shares of Melco International, representing 19.83% of Melco International’s shares. Consequently, Mr. Ho may be deemed to beneficially own an aggregate of 814,842,396 ordinary shares of Melco International, representing approximately 52.74% of Melco International’s ordinary shares outstanding.

Item 5. Interest in Securities of the Issuer

(a) As of 4:00 p.m., New York City time, on the date of this Schedule 13D, the Reporting Persons each beneficially own an aggregate of 757,229,043 Ordinary Shares, which Ordinary Shares are held by Melco Leisure (the “Shares”). The Shares represent 51.2% of the Issuer’s Ordinary Shares outstanding. In addition, Mr. Ho personally holds 4,283,117 Ordinary Shares, options vested or vesting within 60 days of the date hereof to purchase an additional 5,574,729 Ordinary Shares, together representing a further 0.7% of the Issuer’s Ordinary Shares outstanding. Percentages of the Ordinary Shares outstanding reported in this Schedule 13D are calculated based upon the 1,478,429,244 Ordinary Shares outstanding as of May 5, 2017, as reported in the prospectus supplement filed by the Issuer with the Securities and Exchange Commission on May 7, 2017.

(b) The Reporting Persons have not effected any transaction in Ordinary Shares during the past 60 days, except as otherwise disclosed in this Schedule 13D.

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

On May 15, 2017, the Swap Transactions previously entered into by CAI were unwound in accordance with the terms thereof, and, in connection therewith, the Securities Loans were repaid by the return to Melco Leisure of 81,995,799 Ordinary Shares. In addition, on May 15, 2017, the Issuer, Melco Leisure, Melco International, CAI and Crown terminated the Shareholders’ Deed in accordance with the terms thereof. See Exhibit 99.4 to this Schedule 13D. No change in the number of shares beneficially owned occurred as a result of such transactions.

Item 7. Material to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
99.4	Termination of Amended and Restated Shareholders’ Deed, dated May 8, 2017, among Melco Leisure and Entertainment Group Limited, Melco International Development Limited, Crown Asia Investments Pty. Ltd., Crown Resorts Limited and Melco Resorts & Entertainment Limited (formerly known as Melco Crown Entertainment Limited).
99.5	Agreement with respect to filing of Schedule 13D/A, dated as of May 17, 2017, between Melco International Development Limited, Melco Leisure and Entertainment Group Limited and Mr. Ho, Lawrence Yau Lung.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 17, 2017

For and on Behalf of
MELCO INTERNATIONAL DEVELOPMENT
LIMITED

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

For and on Behalf of
MELCO LEISURE AND ENTERTAINMENT GROUP
LIMITED

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

HO, LAWRENCE YAU LUNG

By: /s/ Ho, Lawrence Yau Lung

ATTENTION

Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

INDEX TO EXHIBITS

Exhibit Number

Description of Exhibit

- | | |
|------|---|
| 99.4 | Termination of Amended and Restated Shareholders' Deed, dated May 8, 2017, among Melco Leisure and Entertainment Group Limited, Melco International Development Limited, Crown Asia Investments Pty. Ltd., Crown Resorts Limited and Melco Resorts & Entertainment Limited (formerly known as Melco Crown Entertainment Limited). |
| 99.5 | Agreement with respect to filing of Schedule 13D/A, dated as of May 17, 2017, between Melco International Development Limited, Melco Leisure and Entertainment Group Limited and Mr. Ho, Lawrence Yau Lung. |

Dated 8 May 2017

- (1) MELCO LEISURE AND ENTERTAINMENT GROUP LIMITED
 - (2) MELCO INTERNATIONAL DEVELOPMENT LIMITED
 - (3) CROWN ASIA INVESTMENTS PTY. LTD.
 - (4) CROWN RESORTS LIMITED
 - (5) MELCO RESORTS & ENTERTAINMENT LIMITED (FORMERLY KNOWN AS MELCO CROWN ENTERTAINMENT LIMITED)
-

TERMINATION OF
AMENDED AND RESTATED SHAREHOLDERS' DEED
RELATING TO
MELCO RESORTS & ENTERTAINMENT LIMITED
(FORMERLY KNOWN AS MELCO CROWN
ENTERTAINMENT LIMITED)

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THIS DEED is made the 8th day of May 2017

BETWEEN:

- (1) **MELCO LEISURE AND ENTERTAINMENT GROUP LIMITED**, an international business company incorporated under the laws of the British Virgin Islands of Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (“**MelcoSub**”)
- (2) **MELCO INTERNATIONAL DEVELOPMENT LIMITED**, a company incorporated under the laws of Hong Kong of 38th Floor, The Centrium, 60 Wyndham Street, Central, Hong Kong and whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock Code: 200) (“**Melco**”)
- (3) **CROWN ASIA INVESTMENTS PTY. LTD. (ACN 138 608 797)** (formerly known as PBL Asia Investments Limited), a company incorporated under the laws of Australia of “Crown Towers”, Level 3, 8 Whiteman Street, Southbank VIC 3006, Australia (“**CrownSub**”)
- (4) **CROWN RESORTS LIMITED (ACN 125 709 953)** (formerly known as Crown Limited), a company incorporated under the laws of Victoria of “Crown Towers”, Level 3, 8 Whiteman St, Southbank VIC 3006, Australia and whose shares are listed on the Australian Securities Exchange (ASX: CWN) (“**Crown**”)
- (5) **MELCO RESORTS & ENTERTAINMENT LIMITED** (formerly known as Melco Crown Entertainment Limited), an exempted company incorporated under the laws of the Cayman Islands of Walker House, Mary Street, P O Box 908GT, George Town, Grand Cayman, Cayman Islands and whose shares are listed on the NASDAQ Global Select Market in the United States (NASDAQ: MLCO) (the “**Company**”)

WHEREAS

- (A) The Company was established as a joint venture between MelcoSub and CrownSub and is now listed on the NASDAQ (NASDAQ: MLCO) and engaged in the business of owning and operating gaming projects in Macau S.A.R.
- (B) The parties hereto entered into an amended and restated shareholders’ deed relating to the Company dated 14 December 2016 (the “**Amended and Restated Shareholders’ Deed**”), which amended, restated and superseded the previous shareholders’ deed (as amended) in its entirety.
- (C) CrownSub is proposing to dispose of its remaining shareholding in the Company pursuant to the Crown Disposal Transactions (as defined below).
- (D) Upon completion of the Crown Disposal Transactions, the aggregate shareholding in the Company beneficially owned by CrownSub and its Affiliates will be less than 10.0%. Accordingly, the Amended and Restated Shareholders’ Deed will terminate pursuant to clause 3 of the Amended and Restated Shareholders’ Deed.
- (E) The parties are entering into this Deed to provide written confirmation of the termination of the Amended and Restated Shareholders’ Deed.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 Unless otherwise defined herein or the context otherwise requires, capitalized terms defined in the Amended and Restated Shareholders' Deed shall have the same meanings in this Deed. The rules of interpretation which apply to the Amended and Restated Shareholders' Deed shall apply to this Deed.
- 1.2 In this Deed:
- (a) "**Crown Disposal Transactions**" means the transactions described in clause 2.1(a) and (b) of this Deed pursuant to the terms of the Share Repurchase Agreement, dated the date hereof, between CrownSub and the Company (the "**Share Repurchase Agreement**") and the Underwriting Agreement, dated the date hereof, between the Company, Deutsche Bank Securities Inc., UBS Securities LLC and Morgan Stanley Co. LLC (the "**Underwriting Agreement**"); and
 - (b) "**Offering**" has the same meaning as in the Underwriters Agreement.

2. CROWN DISPOSAL TRANSACTIONS

- 2.1 The parties acknowledge that the following transactions are contemplated:
- (a) the repurchase by the Company from CrownSub or its Affiliates of 165,303,544 Shares for an aggregate purchase price set out in the Share Repurchase Agreement and subsequent cancellation of those Shares; and
 - (b) the Offering.
- 2.2 Each of the parties irrevocably and unconditionally consents to the Crown Disposal Transactions.

3. TERMINATION OF AMENDED AND RESTATED SHAREHOLDERS' DEED

- 3.1 Clause 3 of the Amended and Restated Shareholders' Deed provides that if the aggregate shareholding beneficially owned (as such term is defined under the 1933 Securities Act) by CrownSub and its Affiliates (expressed as a percentage of the total number of Shares issued by the Company) is less than 10.0%, the Amended and Restated Shareholders' Deed shall immediately terminate and cease to be of any effect save in respect of claims arising out of any antecedent breach of the Amended and Restated Shareholders' Deed and save that clauses 3(a) to 3(d) of the Amended and Restated Shareholders' Deed and clauses 6, 8, 13, 14, 15 and 16 of the Amended and Restated Shareholders' Deed shall continue to apply.

3.2 The parties acknowledge, agree and confirm that:

- (a) completion of the Crown Disposal Transactions (and in particular, completion of the transaction set out in 2.1(a)) will result in the aggregate shareholding beneficially owned by CrownSub and its Affiliates being less than 10.0% of the total number of issued Shares of the Company; and
- (b) upon the aggregate shareholding beneficially owned by CrownSub and its Affiliates becoming less than 10.0% of the total number of issued Shares of the Company in connection with the Crown Disposal Transactions, clause 3 of the Amended and Restated Shareholders' Deed shall apply and the Amended and Restated Shareholders' Deed shall immediately terminate and cease to be of any effect, save in respect of claims arising out of any antecedent breach of the Amended and Restated Shareholders' Deed and save that clauses 3(a) to 3(d) of the Amended and Restated Shareholders' Deed and clauses 6, 8, 13, 14, 15 and 16 of the Amended and Restated Shareholders' Deed shall continue to apply in accordance with their terms.

4. GOVERNING LAW

The laws of Hong Kong govern this Deed.

5. JURISDICTION

Each party irrevocably and unconditionally:

- (a) submits to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, Hong Kong; and
- (b) waives any:
 - (i) claim or objection based on absence of jurisdiction or inconvenient forum in respect of the jurisdiction of the Hong Kong courts; and
 - (ii) immunity in relation to this Deed in any jurisdiction for any reason.

6. COUNTERPARTS

- 6.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 6.2 Transmission of an executed counterpart of this Deed, or the executed signature page of the counterpart of this Deed, by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original such counterpart as soon as reasonably possible thereafter.

EXECUTED AS A DEED
by **MELCO LEISURE AND**
ENTERTAINMENT GROUP LIMITED
by:

/s/ Evan Andrew Winkler
Signature of Director

Evan Andrew Winkler
Name of Director (print)

EXECUTED AS A DEED
by **MELCO INTERNATIONAL**
DEVELOPMENT LIMITED and
SIGNED by:

/s/ Evan Andrew Winkler
Signature of Director

Evan Andrew Winkler
Name of Director (print)

/s/ Chung Yuk Man
Signature of Director

Chung Yuk Man
Name of Director (print)

[Signature page to Termination Deed – Melco Resorts & Entertainment Limited]

**SIGNED, SEALED and
DELIVERED for CROWN ASIA
INVESTMENTS PTY. LTD.** under
power of attorney in the presence of:

/s/ Ross-Tomarchio
Signature of witness

Ross-Tomarchio
Name

**SIGNED, SEALED and
DELIVERED for CROWN
RESORTS LIMITED** under power of
attorney in the presence of:

/s/ Ross-Tomarchio
Signature of witness

Ross-Tomarchio
Name

/s/ Kenneth McRae Barton
Signature of attorney

Kenneth McRae Barton
Name

/s/ Mary Manos
Signature of attorney

MARY MANOS
Name

/s/ Kenneth McRae Barton
Signature of attorney

Kenneth McRae Barton
Name

/s/ Mary Manos
Signature of attorney

MARY MANOS
Name

[Signature page to Termination Deed – Melco Resorts & Entertainment Limited]

EXECUTED AS A DEED
by **MELCO RESORTS & ENTERTAINMENT**
LIMITED by:

/s/ Chung Yuk Man
Signature of Director

Chung Yuk Man
Name of Director (print)

/s/ Evan Andrew Winkler
Signature of Director

Evan Andrew Winkler
Name of Director (print)

[Signature page to Termination Deed – Melco Resorts & Entertainment Limited]

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: May 17, 2017

For and on Behalf of
MELCO INTERNATIONAL DEVELOPMENT LIMITED

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

For and on Behalf of
MELCO LEISURE AND ENTERTAINMENT GROUP
LIMITED

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

HO, LAWRENCE YAU LUNG

By: /s/ Ho, Lawrence Yau Lung