UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of February 2013

Commission File Number: 001-33178

MELCO CROWN ENTERTAINMENT LIMITED

36th Floor, The Centrium
60 Wyndham Street
Central
Hong Kong
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MELCO CROWN ENTERTAINMENT LIMITED

By: /s/ Geoffrey Davis
Name: Geoffrey Davis
Title: Chief Financial Officer

Date: February 8, 2013

EXHIBIT INDEX

Exhibit No.	Description
4.1	Second Supplemental Indenture, dated February 8, 2013, to the indenture dated May 17, 2010 incorporated by reference as Exhibit 4.1 of the Registration Statement on Form F-4 of the Company filed on August 13, 2010 (File No. 333-168823-12)
99.1	Press Release
99.2	Notice of early redemption to the holders of Melco Crown Entertainment Limited RMB 2,300,000,000 3.75% Bonds due 2013

Exhibit 4.1

Execution Version

SECOND SUPPLEMENTAL INDENTURE

dated as of February 8, 2013

to the

INDENTURE

Dated as of May 17, 2010

between

MCE FINANCE LIMITED, as Company

THE BANK OF NEW YORK MELLON, as Trustee

and

THE BANK OF NEW YORK MELLON, as Collateral Agent

10.25% Senior Notes Due 2018

THIS SECOND SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**") dated as of February 8, 2013 between MCE Finance Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "**Company**"), The Bank of New York Mellon, as Trustee (the "**Trustee**") and The Bank of New York Mellon as Collateral Agent (the "**Collateral Agent**").

RECITALS

WHEREAS, the Company and the Trustee have executed and delivered an Indenture dated as of May 17, 2010 (the "**Indenture**") governing the Company's 10.25% Senior Notes due 2018 (the "**Notes**").

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders of not less than a majority in aggregate principal amount of the outstanding Notes, the Company and the Trustee may enter into a supplemental indenture for the purpose of amending certain provisions of the Indenture;

WHEREAS, the Company has offered to purchase for cash outstanding Notes upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated January 28, 2013 (as the same has been amended and supplemented to date and may be amended or supplemented from time to time in the future, the "**Offer to Purchase**") (the "**Offer**"), from each Holder of such Notes;

WHEREAS, the Company is soliciting the Consents of Holders of a majority of the aggregate principal amount of the outstanding Notes to certain amendments to the Indenture and to the Notes set forth in Article Two of this Supplemental Indenture (the "**Base Amendments**");

WHEREAS, the Company has received consents from Holders of not less than a majority of the outstanding aggregate principal amount of the Notes to effect the Base Amendments;

WHEREAS, the Company has delivered to the Trustee an Officer's Certificate as well as an Opinion of Counsel pursuant to Section 9.06 of the Indenture to the effect that (i) the execution and delivery of this Supplemental Indenture by the Company is authorized and permitted under the Indenture, (ii) this Supplemental Indenture is legal, valid, binding and enforceable against the Company and (iii) that all conditions precedent provided for in the Indenture to the execution and delivery of this Supplemental Indenture to be complied with by the Company have been complied with; and

WHEREAS, all other acts and proceedings required by law, by the Indenture and by the charter documents of the Company and the Subsidiary Guarantors to make this Supplemental Indenture a valid and binding agreement for the purposes expressed herein, in accordance with its terms, have been duly done and performed.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Company and the Trustee hereby agree as follows:

ARTICLE ONE

SECTION 1.01. Definitions.

Capitalized terms used in this Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

ARTICLE TWO

The Indenture is hereby amended as follows:

SECTION 2.01. Elimination of Certain Definitions and References.

(a) All definitions set forth in Section 1.01 (Definitions) of the Indenture that relate to defined terms used solely in covenants or sections deleted hereby are deleted in their entirety.

(b) All references to a covenant or section deleted hereby are deleted throughout the Indenture and such references shall be of no further force or effect.

SECTION 2.02. Elimination of Certain Provisions in Article Four.

(a) Section 4.03 (Reports) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(b) Section 4.04 (Compliance Certificate) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(c) Section 4.05 (Taxes) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(d) Section 4.06 (Stay, Extension and Usury Laws) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(e) Section 4.07 (Restricted Payments) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(f) Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(g) Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(h) Section 4.10 (Asset Sales) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(i) Section 4.11 (Transactions with Affiliates) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(j) Section 4.12 (Liens) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(k) Section 4.13 (Business Activities) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(l) Section 4.14 (Corporate Existence) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(m) Section 4.15 (Offer to Repurchase upon Change of Control) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(n) Section 4.16 (No Layering of Debt) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(o) Section 4.17 (Amendment to Subordination Provisions) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(p) Section 4.19 (Additional Note Guarantees) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(q) Section 4.20 (Designation of Restricted and Unrestricted Subsidiaries) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(r) Section 4.21 (Prepayment of Certain Amounts under Senior Credit Agreement) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(s) Section 4.22 (Listing) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

(t) Section 4.23 (Future Subordination Rights in Favor of the Holders of the Notes) of the Indenture is amended by deleting the text of such Section in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

SECTION 2.03. Elimination of Article Five.

(a) Article 5 (Successors) of the Indenture is amended by deleting the text of such Article in its entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

SECTION 2.04. Elimination of Certain Provisions in Article Six.

(a) Section 6.01 (Events of Default) of the Indenture is amended by deleting the text of clauses (3), (4), (5), (6), (7), (8), (11), (12) and (13) in their entirety and inserting in lieu thereof the phrase "[intentionally omitted]."

ARTICLE THREE

SECTION 3.01. Confirmation of Indenture.

Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed, and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby, and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict, the provisions of this Supplemental Indenture shall control.

SECTION 3.02. Acceptance.

In carrying out the Trustee's and/or the Collateral Agent's responsibilities hereunder, the Trustee and the Collateral Agent shall have all of the rights, protections, indemnities and immunities which it possesses under the Indenture. The Trustee assumes no responsibility for the correctness or completeness of the recitals contained herein. The Trustee makes no representations as to and shall not be liable for the validity or sufficiency of this Supplemental Indenture.

SECTION 3.03. Governing Law.

THE LAWS OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE NOTES.

SECTION 3.04. Effectiveness.

The provisions of this Supplemental Indenture shall be effective immediately upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, Article Two of this Supplemental Indenture shall only become operative at the time when the Company pays the Holders who in aggregate hold not less than a majority of the outstanding principal amount of the Notes and who validly delivered the consents to the Base Amendments all consent payments due to such Holders in accordance with the terms and conditions of the Consent Solicitation.

SECTION 3.05. Counterpart Originals.

This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of them together shall represent the same agreement.

SECTION 3.06. Severability.

In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.07. Effect of Headings.

The Section headings herein have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

SECTION 3.08. Successors and Assigns.

All agreements in this Supplemental Indenture by the Company shall bind their respective successors and assigns. All agreements in this Supplemental Indenture by the Trustee shall bind its successor and assigns.

SECTION 3.09. Notices.

All notices, instructions, directions, requests and demands delivered in connection herewith shall be made according to Section 12.02 of the Indenture.

SECTION 3.10. Conflicts with the Trust Indenture Act.

If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act of 1939, as amended (the "TIA") that is required under the TIA to be part of and govern any provision of this Supplemental Indenture or Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

MCE FINANCE LIMITED

By: /s/ Geoffrey Davis
Name: Geoffrey Davis
Title: Authorized Signatory

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Michael Cheng
Name: Michael Cheng
Title: Vice President

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: /s/ Michael Cheng
Name: Michael Cheng
Title: Vice President

Exhibit 99.1

FOR IMMEDIATE RELEASE

MCE FINANCE LIMITED ANNOUNCES EARLY RESULTS OF THE TENDER OFFER AND CONSENT SOLICITATION RELATING TO ITS 10.25% SENIOR NOTES DUE 2018

February 8, 2013 — MCE Finance Limited (the "Company"), a wholly-owned subsidiary of Melco Crown Entertainment Limited (SEHK: 6883) (NASDAQ: MPEL), announces the early results of the cash tender offer and consent solicitation by the Company in respect of its US$600 million 10.25% Senior Notes Due 2018 (the "Notes").

As of 5:00 p.m. New York City Time on February 7, 2013 (the "Early Tender Deadline"), $598,620,000 aggregate principal amount, or approximately 99.8%, of the Notes have been validly tendered and the related consents have been validly delivered.

Pursuant to the terms of the tender offer, any tender, whether made before or after the Withdrawal Deadline, may no longer be withdrawn. The terms of the tender offer, including all capitalized terms not defined herein, are contained in the Offer to Purchase and Consent Solicitation Statement dated January 28, 2013 (the "Offer to Purchase").

Holders that tendered Notes prior to the Early Tender Deadline, that were not validly withdrawn and are accepted in the tender offer, will receive on the Initial Payment Date (expected to be February 8, 2013, New York time) a Total Consideration of $1,170.87 per $1,000 principal amount tendered and accepted, which includes a $30.00 Consent Payment. Holders whose Notes are accepted for payment but who validly tendered such Notes after the Early Tender Deadline, and at or prior to the Expiration Time, will only be eligible to receive the Offer Consideration of $1,140.87 per $1,000 principal amount of Notes accepted for payment pursuant to the Tender Offer.

With the receipt of the requisite consents, the Company has executed a supplemental indenture governing the Notes, which will amend the indenture under which the Notes were issued to eliminate substantially all of the restrictive covenants and events of default and related provisions in the indenture. These amendments to the indenture will not become operative until payment for Notes validly tendered prior to the Early Tender Deadline is made by the Company.

The Tender Offer will expire at midnight, New York City time, on February 25, 2013, unless extended or earlier terminated.

The Company has appointed Deutsche Bank AG, Singapore Branch to act as the sole dealer manager ("Dealer Manager") for the tender agent and consent solicitation. Questions regarding the tender offer and consent solicitation or requests for additional copies of the Offer to Purchase or other related documents should be directed to the tender and information agent Bondholder Communications Group, LLC ("Tender and Information Agent"), at 30 Broad Street, 46th floor, New York, NY 10004, United States, Attention: Marilyn Calvin (UK: +44 207 382 4580; US: +1 212 809 2663) or Deutsche Bank AG, Singapore Branch, at One Raffles Quay, #17-00 South Tower, Singapore 048583, Fax: +65 6883 1769, Attention: Global Risk Syndicate, with copy to Deutsche Bank Securities Inc., 60 Wall Street, 2 Floor, New York, NY 10005, United States, Attention: Liability Management Group (Toll free: +1 855-287-1922; Collect: +1 212-250-7527).

The distribution of this announcement in certain jurisdictions may be restricted by law. Persons into whose possession this press release comes are required to inform themselves about, and to observe, any such restrictions.

This press release does not constitute an offer to purchase, a solicitation of an offer to purchase, or a solicitation of tenders or consents with respect to, the Notes. The tender offer and consent solicitation are being made solely pursuant to the Offer to Purchase and related materials. Holders of the Notes should read the Offer to Purchase and related materials carefully prior to making any decision with respect to the tender offer and consent solicitation because they contain important information. Holders of the Notes and investors may obtain a free copy of the Offer to Purchase from the Tender and Information Agent or the Dealer Manager specified above.

Nothing in this announcement constitutes an offer to buy, or a solicitation of an offer to sell, securities in the United States or any other jurisdiction in which such offer or solicitation would be unlawful. Securities may not be offered or sold in the United States or to, or for the account or benefit of U.S. persons absent registration pursuant to the U.S. Securities Act of 1933 or an exemption from registration. Any public offering of securities to be made in the United States will be made by means of a prospectus that will contain detailed information about the Company and its management, as well as financial statements.

Safe Harbor Statement

This announcement contains forward-looking statements. These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. The Company may also make written or oral forward-looking statements in its periodic reports to the U.S. Securities and Exchange Commission (the "SEC"), in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Forward-looking statements include statements about the Company's beliefs and expectations regarding future events. Forward-looking statements involve inherent risks and uncertainties, and a number of factors could cause actual results to differ materially from those contained in any forward-looking statement. These factors include, but are not limited to, (i) growth of the gaming market and visitation in Macau, (ii) capital and credit market volatility, (iii) local and global economic conditions, (iv) our anticipated growth strategies, and (v) our future business development, results of operations and financial condition. In some cases, forward-looking statements can be identified by words or phrases such as "may", "will", "expect", "anticipate", "target", "aim", "estimate", "intend", "plan", "believe", "potential", "continue", "is/are likely to" or other similar expressions. Further information regarding these and other risks, uncertainties or factors is included in the Company's filings with the SEC. All information provided in this announcement is as of the date of this release, and the Company undertakes no duty to update such information, except as required under applicable law.

About Melco Crown Entertainment Limited

Melco Crown Entertainment, with its shares listed on the Main Board of The Stock Exchange of Hong Kong Limited (the "Hong Kong Stock Exchange") (SEHK: 6883) and its American depositary shares listed on the NASDAQ Global Select Market (Nasdaq: MPEL), is a developer, owner and, through a Macau subsidiary which holds a gaming sub-concession, an operator of casino gaming and entertainment casino resort facilities currently focused on the Macau market.

Melco Crown Entertainment currently operates Altira Macau (www.altiramacau.com), a casino hotel located at Taipa, Macau and City of Dreams (www.cityofdreamsmacau.com), an integrated urban casino resort located in Cotai, Macau. Melco Crown Entertainment's business also includes the Mocha Clubs (www.mochaclubs.com), which comprise the largest non-casino based operations of electronic gaming machines in Macau. The Company is also developing the planned Studio City Project, a cinematically themed integrated entertainment, retail and gaming resort in Cotai, Macau. For more information about Melco Crown Entertainment, please visit www.melco-crown.com.

Melco Crown Entertainment has strong support from both of its major shareholders, Melco International Development Limited ("Melco") and Crown Limited ("Crown"). Melco is a listed company on the Hong Kong Stock Exchange and is substantially owned and led by Mr. Lawrence Ho, who is Co-Chairman, an Executive Director and the CEO of Melco Crown Entertainment. Crown is a top-50 company listed on the Australian Securities Exchange and led by Executive Chairman Mr. James Packer, who is also Co-Chairman and a Non-executive Director of Melco Crown Entertainment.

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Exhibit 99.2

Date: 8th February 2013

NOTICE OF EARLY REDEMPTION

to the holders of

MELCO CROWN ENTERTAINMENT LIMITED

RMB 2,300,000,000 3.75% Bonds due 2013 (the "**Bonds**")

CMU Instrument Number: DBANFN11009

Common Code: 062150866

NOTICE IS HEREBY GIVEN to the holders of the outstanding Bonds of Melco Crown Entertainment Limited (the "Issuer") that, pursuant to Condition 5(b) of the Terms and Conditions of the Bonds (Redemption at the Option of the Issuer), the Issuer will redeem RMB 2,300,000,000 in aggregate principal amount of the Bonds on 11th March 2013 (the "Optional Redemption Date") at their principal amount together with accrued interest to, but excluding, the Optional Redemption Date.

Following such redemption, the Bonds will be cancelled and there will be no Bonds outstanding.

Terms used in this Notice and not defined herein shall have the same meaning given to them in the Terms and Conditions of the Bonds.

Payment of redemption monies will be made to the persons whose accounts interests in the Global Bond are credited as being held through the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority ("**CMU**") as notified to the Principal Paying Agent by CMU in accordance with the standard procedures of CMU.

MELCO CROWN ENTERTAINMENT LIMITED