

Silver Chef Limited

ACN 011 045 828

Notice of 2019 Annual General Meeting and Explanatory Memorandum

Date and time: Monday, 18 November 2019 at 2.00pm (Brisbane time)

Location: Bastille Room, Sofitel Brisbane Central, 249 Turbot Street,
Brisbane QLD 4000

Indicative timetable

Key dates

Date of this Notice of Meeting	10 October 2019
Latest time and date for receipt of the proxy form (including proxies lodged online) or powers of attorney	2.00pm (Brisbane time) on Saturday, 16 November 2019
Time and date for determining eligibility to vote	2.00pm (Brisbane time) on Saturday, 16 November 2019
Annual General Meeting	2.00pm (Brisbane time) on Monday, 18 November 2019
Expected completion date of Proposed Transaction (if approved at this Meeting)	Late November 2019

All dates in the above timetable are indicative only and are subject to change. Silver Chef, in consultation with Next Capital, may vary any or all of these dates and times and will provide reasonable notice of any such variation. Any changes will be announced by Silver Chef to ASX and published on Silver Chef's website at www.silverchefgroup.com.au.

Notice of Annual General Meeting

Silver Chef Limited ACN 011 045 828

Notice is hereby given that the Annual General Meeting of Silver Chef Limited ACN 011 045 828 (**Company** or **Silver Chef**) will be held at:

Location	Bastille Room, Sofitel Brisbane Central, 249 Turbot Street, Brisbane QLD 4000
Date	Monday, 18 November 2019
Time	2.00pm (Brisbane time)

Ordinary business

Financial statements and reports

To receive and consider the Company's financial reports and the reports of the Directors and the auditor for the financial year ended 30 June 2019.

Resolution 1 – Adoption of remuneration report

To consider and, if in favour, to pass the following resolution as an ordinary resolution:

'That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, the remuneration report of the Directors for the financial year ended 30 June 2019 be adopted.'

Notes

This resolution will be decided as if it were an ordinary resolution but under section 250R(3) of the Corporations Act the vote on this resolution is advisory only and does not bind the Directors or the Company. Votes must not be cast on this resolution (in any capacity) by or on behalf of members of Key Management Personnel, details of whose remuneration are included in the remuneration report or their closely related parties. Refer to the notes below for further information.

Resolution 2 – Re-election of Ms Sophia (Sophie) Mitchell

To consider and, if in favour, to pass the following resolution as an ordinary resolution:

'That, for the purposes of rule 19.3 of the Constitution and for all other purposes, Ms Sophia (Sophie) Mitchell, who retires by rotation, and being eligible, be re-elected as a Director of the Company.'

Resolution 3 – Re-election of Mr Andrew Kemp

To consider and, if in favour, to pass the following resolution as an ordinary resolution:

'That, for the purposes of rule 19.3 of the Constitution and for all other purposes, Mr Andrew Kemp, who retires by rotation, and being eligible, be re-elected as a Director of the Company.'

Special business

Resolution 4 – Disposal of main undertaking

To consider and, if in favour, to pass the following resolution as an ordinary resolution:

'That, for the purposes of Listing Rule 11.2 and for all other purposes, approval is given for the disposal of the Hospitality Business, being the main undertaking of the Company, on the terms and conditions set out in the Explanatory Memorandum.'

A voting exclusion statement applies to this resolution as set out in the accompanying Notes.

Resolution 5 – Change of Company name

To consider and, if in favour, to pass the following resolution as a **special resolution**:

'That, subject to the passing of resolution 4 and completion of the Proposed Transaction, for the purposes of section 157(1) of the Corporations Act and for all other purposes, the Company's name be changed from "Silver Chef Limited" to "SIV Capital Limited" and that, for the purposes of section 136(2) of the Corporations Act and for all other purposes, all references to "Silver Chef Limited" in the Constitution be replaced with "SIV Capital Limited".'

General business

To consider any other business as may be lawfully put forward in accordance with the Constitution.

Further information relating to the resolutions is set out in the Explanatory Memorandum.

Date 10 October 2019

By order of the Board



Graeme Fallet
Company Secretary

Notes

Voting exclusion statement

KMP or their closely related parties appointed as a proxy must not vote on a resolution connected directly or indirectly with the remuneration of KMP, including resolution 1, if the proxy is undirected unless:

- (a) the proxy is the person chairing the Meeting; and
- (b) the proxy appointment expressly authorises the person chairing the Meeting to vote undirected proxies on that resolution.

The Company will disregard any votes cast by or on behalf of the following persons (or any of their associates) in favour of resolution 4:

- Next Capital Services IVA Pty Limited (ACN 629 199 391) as trustee for Next Capital Trust IVA;
- Next Capital Services IVC Pty Limited (ACN 629 199 426) as trustee for Next Capital Trust IVC;
- Next Capital Services IVD2 Pty Limited (ACN 629 199 408) as trustee for Next Capital Trust IVD2;
- Next Capital (Services A) Pty Limited (ACN 115 384 300) as trustee for the Apollo Co-investment Trust; and
- Next Capital (Services B) Pty Limited (ACN 117 027 853) as trustee for the Apollo Co-investment Trust B.

However, the Company need not disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote on the relevant resolution, in accordance with the directions on the proxy form; or
- it is cast by the chairperson of the meeting as proxy for a person who is entitled to vote on the relevant resolution, in accordance with a direction on the proxy form to vote as the proxy decides.

Voting

The Company has determined, that Shareholders who are on the Company's register at 2.00pm (Brisbane time) on Saturday, 16 November 2019 will be taken, for the purposes of the Annual General Meeting, to be entitled to attend and vote at the Meeting.

Proxies

A Shareholder who is entitled to vote at the Meeting may appoint:

- (a) one proxy if the member is only entitled to one vote; or
- (b) one or two proxies if the member is entitled to more than one vote.

Where a Shareholder appoints two proxies, the appointment may specify the proportion or number of votes that each proxy may exercise. If the appointment does not specify a proportion or number, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.

A proxy need not be a Shareholder of the Company.

The Chair intends to vote all undirected proxies **for** the resolutions set out in the Notice.

The proxy form and the power of attorney or other authority (if any) under which it is signed (or a certified copy) must be received by the Company, no later than 2.00pm (Brisbane time) on Saturday, 16 November 2019, either:

- (a) in person at BoardRoom Pty Limited, Level 12, 225 George Street, Sydney, NSW;
- (b) by mail to BoardRoom Pty Limited, GPO Box 3993, Sydney, New South Wales 2001; or
- (c) by fax on +61 2 9290 9655.

Proxy form

A proxy form is enclosed with this Notice. The proxy form is an integral part of this Notice and both documents should be read together. If you require an additional proxy form, the Company will supply it on request.

Body corporate representative

A corporation that is a Shareholder may elect to appoint a representative, rather than appoint a proxy, under the Corporations Act. In such case the Company will require written proof of the representative's appointment which must be lodged with or presented to the Company before the Meeting.

Responsibility for information

The information contained in this Notice of Meeting and Explanatory Memorandum has been prepared by the Company and is the responsibility of the Company. ASX takes no responsibility for the contents of this Notice of Meeting and Explanatory Memorandum.

Capitalised terms

Capitalised terms used in this Notice of Meeting and the Explanatory Memorandum have the meanings given in the Definitions section of the Explanatory Memorandum.

Foreign jurisdictions

The release, publication or distribution of this Notice of Meeting and Explanatory Memorandum in jurisdictions other than Australia may be restricted by law or regulation in such other jurisdictions and persons outside of Australia who come into possession of this Notice of Meeting and Explanatory Memorandum should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws or regulations.

This Notice of Meeting and Explanatory Memorandum has been prepared in accordance with the laws of the Commonwealth of Australia and the information contained in this Notice of Meeting and Explanatory Memorandum may not be the same as that which would have been disclosed if this Notice of Meeting and Explanatory Memorandum had been prepared in accordance with the laws and regulations of a jurisdiction outside of Australia.

No investment advice

This Notice of Meeting and Explanatory Memorandum has been prepared without reference to the investment objectives, financial and taxation situation or particular needs of any Shareholder or any other person. The information and recommendations contained in this Notice of Meeting and Explanatory Memorandum do not constitute, and should not be taken as, financial product advice. The Board encourages you to seek independent legal, financial and taxation advice before making any investment decision and any decision as to whether or not to vote in favour of the Proposed Transaction.

This Notice of Meeting and Explanatory Memorandum should be read in its entirety before making a decision on whether or not to vote in favour of the Proposed Transaction. In particular, it is important that you consider the potential risks set out in Section 8 of resolution 4 in the Explanatory Memorandum. If you are in any doubt as to the course you should follow, you should consult an independent and appropriately licensed and authorised professional adviser.

Forward looking statements

This Notice of Meeting and Explanatory Memorandum contains both historical and forward-looking statements. Forward looking statements or statements of intent in relation to future events in Notice of Meeting and Explanatory Memorandum should not be taken to be forecasts or predictions that those events will occur. Forward looking statements generally may be identified by the use of forward looking words such as 'believe', 'aim', 'expect', 'anticipate', 'intending', 'foreseeing', 'likely', 'should', 'planned', 'may', 'estimate', 'potential', or other similar words. Similarly, statements that describe the objectives, plans, goals, intentions or expectations of Silver Chef are or may be forward looking statements. You should be aware that such statements are only opinions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to Silver Chef and/or the industries in which it operates, as well as general economic conditions, prevailing exchange rates and interest rates and conditions in financial markets.

Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement and deviations are both normal and to be expected. None of Silver Chef, its officers, directors, employees or advisers or any person named in this Notice of Meeting and Explanatory Memorandum makes any representation or warranty (either express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, or any events or results expressed or implied in any forward looking statement. Accordingly, you are cautioned not to place undue reliance on those statements.

The forward looking statements in this Notice of Meeting and Explanatory Memorandum reflect views held only at the date of this Notice of Meeting. Subject to any continuing obligations under the Listing Rules or the Corporations Act, Silver Chef and its respective officers, directors, employees and advisers, disclaim any obligation or undertaking to distribute after the date of this Notice of Meeting any updates or revisions to any forward looking statements to reflect:

- (a) any change in expectations in relation to such statements; or
- (b) any change in events, conditions or circumstances on which any such statement is based.

Explanatory Memorandum

Silver Chef Limited ACN 011 045 828

Introduction

This Explanatory Memorandum has been prepared for the Shareholders in conjunction with the Notice of Annual General Meeting of the Company to be held at Bastille Room, Sofitel Brisbane Central, 249 Turbot Street, Brisbane QLD 4000 on Monday, 18 November 2019 at 2.00pm (Brisbane time).

Ordinary business

Financial statements and reports

The Corporations Act requires that the report of the Directors, the auditor's report and the financial report be laid before the Annual General Meeting. In addition, the Constitution provides for these reports to be received and considered at the Meeting.

Apart from the matters involving remuneration which are required to be voted upon, neither the Corporations Act nor the Constitution requires a vote of Shareholders at the Annual General Meeting on the financial statements and reports. However Shareholders will be given reasonable opportunity at the Meeting to raise questions with respect to these reports.

Shareholders may also submit written questions to the Company's auditor if the question is relevant to the content of the audit report or the conduct of its audit of Silver Chef's annual report for the year ended 30 June 2019.

Any written questions must be submitted to the Company Secretary or the Company's share registry by 5.00pm on Monday, 11 November 2019 using the shareholder identified form accompanying this Notice. Please send any written questions to:

Email: graeme.fallet@silverchefgroup.com.au

Fax: +61 7 3335 3399 or +61 2 9290 9655

Post:	The Company Secretary	or	Boardroom Pty Limited
	PO Box 1760		GPO Box 3993
	Milton BC 4064		Sydney NSW 2001

Copies of the questions received, and written answers that have been prepared, will be available at the Meeting.

Resolution 1 – Adoption of Remuneration Report

Section 250R(2) of the Corporations Act requires that the section of the Directors' report dealing with Key Management Personnel remuneration of the Company be put to Shareholders for adoption.

The resolution of Shareholders is advisory only and is **not binding** on the Directors or the Company.

The Remuneration Report is set out on pages 6 to 12 of the 2019 Director's Report (contained in Silver Chef's Preliminary Final Report lodged with ASX on 1 October 2019) and will be contained in the 2019 Annual Report, which will be made available on the Silver Chef website at www.silverchefgroup.com.au. The Remuneration Report:

- (a) explains the Board's policies in relation to the nature and level of remuneration paid to Key Management Personnel within the Silver Chef group;
- (b) discusses the link between the Board's policies and Silver Chef's performance;
- (c) sets out the remuneration details for each of the Key Management Personnel ; and
- (d) makes clear that the basis for remunerating non-executive Directors is distinct from the basis for remunerating executives, including executive Directors.

The Chairman will give shareholders a reasonable opportunity to ask questions about, or to make comments on, the Remuneration Report.

Recommendation

The Directors unanimously recommend that Shareholders vote in favour of this resolution.

Resolution 2 – Election of Ms Sophia (Sophie) Mitchell

The Listing Rules and Constitution prescribe a process by which Directors regularly retire from office. Retiring Directors may offer themselves for election or re-election.

The Board has undertaken a review of the performance of Ms Sophia (Sophie) Mitchell and the contribution she has made to the Board together with the skills and expertise which she provides to the Board and the Company.

Sophie was last elected as a Director at the Company's 2016 Annual General Meeting.

Having retired by rotation in accordance with rule 19.3 of the Constitution, and being eligible, Sophie offers herself for re-election.

Biographical notes

Sophie's career has been in the financial sector and she was until 30 June 2019 a director of Morgans Corporate Limited. She was a previous member of the Takeovers Panel and a Trust Member of the Queensland Performing Arts Trust. She currently sits on the Queensland Advisory Board for Australian Super, is a board member of the Australia Council for the Arts, a non-executive director of Morgans Holdings (Australia) Limited and a director of Morgans Foundation. In addition, she is non-executive director of ASX listed entities Flagship Investments Limited (appointed June 2008), Apollo Tourism & Leisure Ltd (appointed September 2016) and Corporate Travel Management Limited (appointed 2 September 2019).

Sophie is an independent non-executive Director and Chairman of the Finance Committee and is a member of the Audit and Risk Management Committee and Remuneration Committee.

Recommendation

The Directors (other than Sophie Mitchell who does not make a recommendation) unanimously recommend that Shareholders vote in favour of this resolution.

Resolution 3 – Election of Mr Andrew Kemp

The Listing Rules and Constitution prescribe a process by which Directors regularly retire from office. Retiring Directors may offer themselves for election or re-election.

The Board has undertaken a review of the performance of Mr Andrew Kemp and the contribution he has made to the Board together with the skills and expertise which he provides to the Board and the Company.

Andrew was last elected as a Director at the Company's 2016 Annual General Meeting.

Having retired by rotation in accordance with rule 19.3 of the Constitution, and being eligible, Andrew offers himself for re-election.

Biographical notes

Andrew heads Huntington Group Pty Limited, a Brisbane-based corporate advisory company. His experience includes chartered accounting with KPMG and Littlewoods, merchant banking and corporate advisory services with AIFC (an affiliate of ANZ Banking Group) and since 1987 with Huntington Group. He is currently a director of PTB Group Limited (appointed August 2006).

Andrew is an independent non-executive Director, Chairman of the Audit and Risk Management Committee and a member of the Remuneration Committee and Finance Committee.

Recommendation

The Directors (other than Andrew Kemp who does not make a recommendation) unanimously recommend that Shareholders vote in favour of this resolution.

Special business

Resolution 4 – Disposal of main undertaking

1 Background

Established in 1986, Silver Chef is a hospitality equipment funding business based in Australia. Through a combination of organic and targeted growth, Silver Chef has expanded its operations into New Zealand and Canada, employing approximately 300 staff across all jurisdictions.

Silver Chef provides funding to small and medium sized businesses in the hospitality sector through its tried and tested equipment funding solution, Rent-Try-Buy.

As previously announced to ASX, Silver Chef breached its debt covenants under its Syndicated Debt Facility and Securitisation Warehouse Facility (**Credit Facilities**) at 30 June 2018. Waivers were obtained in respect of both facilities, conditional on a successful raising of a minimum capital requirement of \$45 million. Silver Chef conducted an extensive capital raising process with a number of potential mezzanine financiers commencing in September 2018 to obtain subordinated debt. The sub-ordinated debt proposals received also required the raising of additional equity capital.

Ultimately, Silver Chef's prospects of raising the equity required to satisfy the financier waivers became increasingly uncertain and Silver Chef entered into a scheme implementation agreement with Next Capital on 3 July 2019, pursuant to which Next Capital would acquire all of the Shares in Silver Chef (other than those held by certain founder shareholders) for \$0.70 and one contingent value note per Share. The contingent value notes provided Shareholders with an opportunity to participate in 50% of the net proceeds that exceed \$10 million from the run off of the GoGetta business (net of all outgoings and claims including contingent costs and expenses incurred).

The Next Capital scheme was terminated on 31 August 2019, on the basis that major shareholder Blue Stamp Company as trustee for Blue Stamp Trust (**BSC**) had announced its intention to vote against the scheme. BSC provided a conditional proposal to Silver Chef to undertake a recapitalisation by way of a fully unwritten accelerated renounceable rights issue of \$50 million, with BSC conditionally committing to an investment of up to \$40 million.

On 5 September 2019, Silver Chef announced that it had received a revised conditional recapitalisation proposal from BSC to raise \$60 million, with BSC conditionally committing an investment of up to \$45 million.

On 10 September 2019, Silver Chef announced that it had received a proposal from Next Capital to acquire Silver Chef's hospitality business (**Hospitality Business**) for \$15 million. Silver Chef announced on 16 September 2019 that the Next Capital proposal did not have the support of its two major shareholders, BSC and the entities associated with Mr Allan English, and therefore the Board focussed on the BSC recapitalisation proposal.

On 23 September 2019, Silver Chef announced that it had received a revised conditional proposal from Next Capital to acquire the Hospitality Business for \$18 million and that subject to entering into definitive transaction documents and shareholder approval, the Board had reached in-principle agreement to proceed with the proposal. The Board advised that it was no longer proceeding with the \$60 million BSC recapitalisation proposal as negotiations with Silver Chef's financiers had failed to achieve a result that was acceptable to Shareholders. In the circumstances, the Board and the major Shareholders conceded that it was most desirable to endorse the revised Next Capital proposal such that value could be derived for all Shareholders.

On 30 September 2019, Silver Chef announced that it had entered into a Share Purchase Agreement with:

- Next Capital Services IVA Pty Limited (ACN 629 199 391) as trustee for Next Capital Trust IVA;
- Next Capital Services IVC Pty Limited (ACN 629 199 426) as trustee for Next Capital Trust IVC;
- Next Capital Services IVD2 Pty Limited (ACN 629 199 408) as trustee for Next Capital Trust IVD2;
- Next Capital (Services A) Pty Limited (ACN 115 384 300) as trustee for the Apollo Co-investment Trust; and
- Next Capital (Services B) Pty Limited (ACN 117 027 853) as trustee for the Apollo Co-investment Trust B,

(**Next Capital**), pursuant to which Next Capital will acquire the hospitality business of Silver Chef (**Hospitality Business**) for cash consideration of \$18.25 million and on the terms described in Section 4 below (**Proposed Transaction**).

On 1 October 2019, Silver Chef reported an audited statutory net loss after tax of \$64.9 million for the financial year ended 30 June 2019.

2 Requirement for Shareholder approval

Listing Rule 11.2 states, amongst other things, that any transaction involving an entity disposing of its main undertaking must be approved by its shareholders.

The purpose of this resolution 4 is to obtain approval of Shareholders in accordance with Listing Rule 11.2.

If approval of Shareholders is not obtained, then the Proposed Transaction will not proceed.

If the Proposed Transaction is not approved by Shareholders, a waiver review period of 15 days under its existing waivers from financiers will be triggered, requiring Silver Chef to negotiate with financiers to determine the ability of Silver Chef to comply with its obligations under the finance facilities. If the negotiations are unsuccessful, the financiers may require all facilities to be repaid immediately and there is uncertainty that Silver Chef will be able to continue as a going concern.

The Directors unanimously recommend that all Shareholders vote in favour of the Proposed Transaction, and each Director intends to vote all Shares held or controlled by them in favour of the Proposed Transaction, in the absence of a Superior Proposal.

3 Reasons to vote for or against the Proposed Transaction

The Proposed Transaction has a number of advantages and disadvantages which may affect Shareholders in different ways, depending on their individual circumstances. Shareholders should

seek professional advice on their particular circumstances, as appropriate. The Directors believe that, in the circumstances, the advantages of the Proposed Transaction outweigh the disadvantages.

3.1 Possible advantages of the Proposed Transaction

The Directors have unanimously recommended all Shareholders to vote in favour of the Proposed Transaction, in the absence of a Superior Proposal, for the following reasons:

- Silver Chef currently remains in default under the Credit Facilities and has operated on waivers since 30 June 2018. Most recently, these waivers have been extended to 30 November 2019, such extension being conditional upon, inter alia, the execution of long form finance documents to novate and amend the existing facilities. Following termination of the previous Next Capital scheme process and subsequent unsuccessful negotiations with Silver Chef's financiers to achieve an acceptable result for Shareholders with respect to the BSC recapitalisation proposal, the Proposed Transaction remains the only viable alternative available to Silver Chef;
- if the Proposed Transaction is not approved by Shareholders, a waiver review period of 15 days under its existing waivers from financiers will be triggered, requiring Silver Chef to negotiate with financiers to determine the ability of Silver Chef to comply with its obligations under the finance facilities. If the negotiations are unsuccessful, the financiers may require all facilities to be repaid immediately and there is uncertainty that Silver Chef will be able to continue as a going concern;
- if in the event financiers consented to an orderly wind down of the business as an alternative to administration, the Directors are of the view that a wind down would generate materially lower value to Shareholders compared to the Proposed Transaction, on the basis that Silver Chef would be required to immediately cease originations and may also be required to sell assets at less than their carrying amounts and settle liabilities other than in the ordinary course of business;
- following completion of the Proposed Transaction, Silver Chef will have the cash consideration (less transaction costs, Facility B repayment and taxes) along with cash generated from winding down the GoGetta business. Silver Chef will have no material debt. The Directors intend to undertake a return of capital and to explore other potential business opportunities with the listed vehicle, which may generate additional value for Shareholders in the future;
- no Superior Proposal has emerged and the Directors are not aware of any Superior Proposal that is likely to emerge; and
- if the Proposed Transaction does not proceed and assuming Shares remain traded on the ASX, in the absence of a viable alternative or a Superior Proposal, the price at which Shares trade may fall further.

3.2 Possible disadvantages of the Proposed Transaction

Despite the view of the Directors and their unanimous recommendation that Shareholders approve the Proposed Transaction, you may consider the following possible disadvantages of the Proposed Transaction outweigh the potential advantages outlined above:

- you may believe that the Proposed Transaction is not in the best interests of Shareholders or not in your individual best interests;
- you may believe that the consideration of \$18.25 million being provided to Silver Chef for the sale of the Hospitality Business does not reflect the value of your investment, noting however that if the Proposed Transaction is not approved, Silver Chef will face significant risks of the Company being placed into administration;
- you may wish to maintain your investment profile in Silver Chef in order to have an investment in a publicly listed company with the specific characteristics of Silver Chef – in terms of industry, operational profile, size, capital structure and potential dividend stream;

- you may consider that there is a potential Superior Proposal for Silver Chef to be made in the foreseeable future, however Shareholders should be aware that a significant period of time has lapsed since the initial announcement of the Next Capital scheme and recapitalisation proposal and no Superior Proposal has been received by Silver Chef, and in any event any third party would be unlikely to be able to obtain approval from Silver Chef's financiers within an acceptable timeframe; and
- you may believe that the future prospects of Silver Chef exceed the value of Silver Chef which is implied by the Proposed Transaction, despite the view of the Directors, and that you are comfortable remaining invested in Silver Chef notwithstanding the risk of administration.

4 Material terms of the Share Purchase Agreement

4.1 Overview of the Proposed Transaction

Pursuant to the Proposed Transaction, Next Capital has agreed to buy the Hospitality Business from Silver Chef for \$18.25 million by acquiring the following Silver Chef subsidiaries:

- Silver Chef Rentals Pty Ltd;
- Silver Chef Foundation Pty Ltd;
- SIV Equipment Trust No 1 (with Perpetual Corporate Trust Limited as trustee);
- Silver Chef Rentals Limited (New Zealand);
- Silver Chef Rentals Inc (Canada);
- Silver Chef US PBC (United States); and
- Silver Chef LLC (United States),

(together, the **Hospitality Group**).

Silver Chef has agreed to undertake a restructure prior to completion of the Proposed Transaction so that all of the assets (including cash) and liabilities of the Hospitality Business will sit within the Hospitality Group (**Restructure**). In particular, the Credit Facilities will be novated to the Hospitality Group and amended so that Silver Chef and its subsidiaries (other than the Hospitality Group) will be released from the Credit Facilities other than the 'Facility B' under the Syndicated Debt Facility (**Facility B**) relating to GoGetta. Facility B will be repaid in full on completion of the Proposed Transaction, so that Silver Chef will have no material debt.

Silver Chef will retain all of the assets (including cash) and liabilities in relation to the GoGetta business and various transaction costs.

All employees of Silver Chef (other than Directors) will transfer to the Hospitality Business as part of the Restructure.

4.2 Conditions Precedent

Completion of the Proposed Transaction is conditional on the satisfaction (or waiver, if applicable) of all of the following conditions precedent (**Conditions Precedent**):

- **Shareholder approval:** approval by Shareholders of this resolution 4 by the requisite majority required under Listing Rule 11.2 in accordance with the Listing Rules;
- **FIRB:** Next Capital receiving written advice from or on behalf of the Treasurer of the Commonwealth of Australia stating or to the effect that the Commonwealth Government does not object to Next Capital and Silver Chef entering into and completing the Proposed Transaction, being advice that is either unconditional or does not include a condition that Next Capital considers unacceptable (other than the standard taxation conditions and additional taxation conditions set out in attachment A and B of FIRB Guidance Note 47 titled 'Tax Conditions');

- **Pre-Completion Restructure Plan:** a detailed pre-completion restructure plan being agreed between the parties, to be prepared in accordance with principles set out in the Share Purchase Agreement (**Restructure Plan**);
- **Pre-Completion Restructure:** Silver Chef completing the Restructure under and in accordance with the Restructure Plan;
- **No Material Adverse Effect:** no Material Adverse Effect occurs between the date of the Share Purchase Agreement and completion;
- **Credit Facilities Amendments:**
 - Silver Chef and its subsidiaries and each of the other parties to the Credit Facilities having agreed and executed amendments to and waivers with respect to the Syndicated Debt Facility and the Warehouse Securitisation Facility, in each case on terms acceptable to Next Capital (in its absolute discretion), with respect to both the periods, up to, and on and from, completion, (provided that, in the case of any financial covenants which are to apply under the Syndicated Debt Facility following completion, the level of such financial covenants are to be consistent with or better than (from the lender's perspective) the financial covenants contemplated in the proposal that had previously been provided to Silver Chef); and
 - all conditions precedent to the effectiveness of the amendments and waivers with respect to the Credit Facilities set out in the amended documents have been satisfied, or waived with the consent of Next Capital, other than any condition precedent that will be satisfied in full as a result of completion occurring; and
- **No breach of Credit Facilities:** no event occurs or circumstances exist (and for the avoidance of doubt, whether such event occurs or circumstances arise before or after the date of the Share Purchase Agreement) which:
 - results in any waiver or the amendments to the Credit Facilities being revoked or otherwise ceasing to apply or any condition to them not being met or satisfied; or
 - results in, has resulted in, gives rise to or has given rise to, a major default, a breach of any interim financial covenant, an event of default, potential event of default, default, waiver review event, stop funding or stop origination event, early, a rapid or controlled or other amortisation event, a termination or a replacement event (including without limitation with respect to any originator, servicer, trustee, trust manager, trust administrator or other service provider) (in each case howsoever defined or described) under any Credit Facility document or amendments to them; or
 - results in, has resulted in, gives rise to or has given rise to an obligation of Silver Chef to negotiate with Westpac Banking Corporation, or other party which is not a member of the Silver Chef group under the terms of any Credit Facility document or amendments to them,

in any such case, which is not waived or remedied (to the extent that any such remedy would result in no action being able to be taken or other consequences arising from the occurrence of the remedied event under the relevant Credit Facility) within 10 business days of its occurrence and in any event (even if within less than 10 business days of its occurrence) before completion and provided that any waiver sought by or granted to Silver Chef that enables it to satisfy this condition is on terms acceptable to Next Capital.

4.3 Warranties and indemnities

Silver Chef has given standard warranties as to title in the shares being acquired and authority and capacity. Silver Chef has also given other customary warranties to Next Capital, which are consistent with the warranties that were given in the since terminated scheme implementation agreement with Next Capital announced to ASX on 3 July 2019.

Silver Chef has agreed to indemnify Next Capital in respect of:

- any liabilities relating to the non-hospitality business;
- any liabilities arising out of the Restructure, including with respect to tax or duty or failure to fully implement the Restructure;
- taxes relating to the period prior to completion;
- any breach of the Share Purchase Agreement by Silver Chef; and
- the ASIC investigation into the GoGetta business.

Next Capital has agreed to indemnify Silver Chef in respect of:

- any liabilities relating to the Hospitality Business following completion; and
- any breach of the Share Purchase Agreement by Next Capital.

4.4 Termination events

The Share Purchase Agreement may be terminated in the following circumstances:

- by either party if any Condition Precedent is not satisfied or waived by the sunset date of 31 December 2019;
- by Next Capital, if before completion:
 - Silver Chef or any group member is insolvent; or
 - a Material Adverse Effect occurs;
- by Silver Chef, if before completion Next Capital becomes insolvent;
- by either Silver Chef or Next Capital, if prior to completion the other party is in material breach of the Share Purchase Agreement, taken in the context of the Proposed Transaction as a whole, provided that Silver Chef or Next Capital (as the case may be) has given notice to the other setting out the relevant circumstances and the relevant circumstances continue to exist 10 business days (or any shorter period ending on completion) after the time such notice is given; or
- as agreed in writing by Next Capital and Silver Chef.

4.5 Transitional services agreement

Following the Proposed Transaction, Silver Chef will have no employees other than its Directors. Conditional upon completion occurring, Silver Chef Rentals (which will be controlled by Next Capital) will provide certain transitional services to Silver Chef to run the GoGetta business on a direct cost recovery basis for a period of up to two years, including management of the wind down of the GoGetta business, preparation of financial accounts, information technology services and other administrative and support services.

4.6 Other material terms

From completion of the Proposed Transaction, Silver Chef and its subsidiaries will be restrained from directly or indirectly carrying on any business which is similar to or competitive with any part of the Hospitality Business in Australia, New Zealand, Canada and the United States of America for a period of up to five years. The restraint will not affect the ongoing run down of the GoGetta business.

5 Exclusivity Deed

Silver Chef has entered into an exclusivity deed dated 23 September 2019 (**Exclusivity Deed**), which sets out certain exclusivity obligations on Silver Chef and provides for Silver Chef to pay a break fee under certain circumstances.

5.1 No existing discussions

Silver Chef has warranted that:

- other than the discussions with Next Capital in respect of the Proposed Transaction, it is not currently in negotiations or discussions in respect of any Competing Transaction with any person; and
- it has ceased negotiations and discussions and providing access to due diligence in respect of any Competing Proposal that was negotiated or discussed before the date of the Exclusivity Deed.

5.2 No shop

Between the date of the Exclusivity Deed and 1 December 2019 (**Exclusivity Period**), Silver Chef must not, and must procure that its Related Entities and representatives do not, directly or indirectly, solicit, invite, encourage or initiate any enquiries, negotiations or discussions, or communicate any intention to do any of these things, with a view to obtaining any expression of interest, offer or proposal from any person in relation to a Competing Proposal.

5.3 No talk

During the Exclusivity Period, Silver Chef must not, and must procure that its Related Entities and representatives do not, negotiate or enter into, or participate in negotiations or discussions with any other person regarding a Competing Proposal, even if that person's Competing Proposal was not directly or indirectly, solicited, invited, initiated or encouraged by Silver Chef or any of its Related Entities or representatives.

5.4 No due diligence

During the Exclusivity Period, Silver Chef must not, and must procure that its Related Entities and representatives do not:

- solicit, initiate, invite, facilitate or encourage any person (other than Next Capital) to undertake due diligence on Silver Chef or its Related Entities in connection with such person formulating, developing or finalising a Competing Proposal; or
- make available to any other person (other than Next Capital) or permit such person to receive any non-public information relating to Silver Chef or its Related Entities in connection with such person formulating, developing or finalising a Competing Proposal.

5.5 Notification of approaches

During the Exclusivity Period, Silver Chef must, as soon as possible notify Next Capital in writing if they, or any of their Related Entities or representatives, become aware of:

- any approach by or on behalf of a third party in relation to, or proposal for or intention to propose any actual, proposed or potential Competing Proposal; or
- the provision by Silver Chef or any of its Related Entities or representatives of any information to a third party in relation to any actual, proposed or potential Competing Proposal.

5.6 Exceptions to no-talk and no due diligence

The no talk and no due diligence obligations do not apply to the extent they restrict Silver Chef, its Related Entities or representatives from taking or refusing to take any action with respect to a genuine Competing Transaction (which was not solicited, invited, encouraged or initiated by Silver Chef) provided the Directors have determined, in good faith and acting reasonably that:

- after consultation with its financial advisors, such a genuine Competing Transaction is a Superior Proposal; and

- after receiving written legal advice from its external legal advisers (who must be reputable advisers experienced in transactions of this nature) that failing to respond to such Competing Transaction would constitute, or be reasonably likely to constitute, a breach of the Directors' fiduciary or statutory obligations or a breach of Silver Chef's statutory obligations.

5.7 Break fee

Silver Chef has agreed to pay Next Capital a break fee of \$1.8 million (plus GST) (**Break Fee**) if certain events occur, including:

- if any Director fails to recommend the Proposed Transaction or withdraws their recommendation, adversely changes or qualifies their recommendation or otherwise makes a public statement indicating that he or she no longer supports the Proposed Transaction, except where Silver Chef is entitled to terminate the Share Purchase Agreement due to a material breach by Next Capital pursuant to clause 3.5(e) of the Share Purchase Agreement;
- Silver Chef breaches the no shop, no talk or no due diligence obligations;
- Silver Chef fails to comply with its obligations under the Exclusivity Deed, including to:
 - provide access to such personnel and records as Next Capital reasonably requires to conduct due diligence investigations;
 - provide access to its financiers for Next Capital to discuss their support for the Proposed Transaction and any waivers, consents and amendments to or novations of the Credit Facilities required for the Proposed Transaction; or
 - negotiate and finalise the Share Purchase Agreement in good faith consistent with the proposal letter from Next Capital dated 22 September 2019;
- Silver Chef withdraws from negotiations with Next Capital in relation to the Proposed Transaction and enters into a legally binding agreement or makes a public announcement to undertake a debt raising, equity raising or a Competing Proposal; or
- the Share Purchase Agreement is terminated by Next Capital as a result of any material breach by Silver Chef pursuant to clause 3.5(e) of the Share Purchase Agreement.

Notwithstanding the above, no Break Fee will be payable if:

- the Share Purchase Agreement is executed and the Proposed Transaction is approved by Shareholders by 29 November 2019; or
- Next Capital advises or indicates to Silver Chef that it no longer intends to proceed with the Proposed Transaction on terms consistent with the letter from Next Capital to Silver Chef dated 22 September 2019 (which was released to ASX on 23 September 2019).

6 Effect of the Proposed Transaction

Effect on Silver Chef's financial position

On completion of the Proposed Transaction, Silver Chef expects to have a cash balance of \$18 million (after payment of transaction costs, Facility B repayment and taxes) and will have no material debt.

Effect on Silver Chef's future earnings

The Proposed Transaction, if completed, will mean that Silver Chef's remaining assets comprise the cash received from the sale of the Hospitality Business, the GoGetta business (which is in run-down) and the cash reserves generated from the GoGetta run-down.

Accordingly, if the Proposed Transaction is completed, Silver Chef will have limited business operations and employees and operating costs are therefore expected to reduce significantly and Silver Chef will rely on Silver Chef Rentals (which will be controlled by Next Capital) to provide a range of transitional services as outlined in Section 4.5 above.

It is the intention of the Board following the Proposed Transaction to evaluate the optimal structure to return surplus capital to all Shareholders.

Effect on the Board and management

It is expected that all Directors other than Allan English, Andrew Kemp and Bede King will resign on completion of the Proposed Transaction.

The existing management team will transfer to the Hospitality Business under the Restructure along with all other employees. As noted in Section 4.5 above, Silver Chef Rentals (which will be controlled by Next Capital) will be providing certain transitional services to Silver Chef in relation to the GoGetta wind down and various administrative and support services for up to 2 years.

Effect on Silver Chef's capital structure

The Proposed Transaction will not have any impact on the Silver Chef's issued capital or the rights and liabilities of Shares.

Corporate structure

Following the Restructure, the only entities remaining in the group will be Silver Chef (to be renamed "SIV Capital Limited", subject to the passing of this resolution 4 and resolution 5), Silver Chef Finance Company Limited (ACN 108 136 063) and GoGetta Equipment Financing Pty Ltd (ACN 124 102 647).

The Board intends to keep Silver Chef listed on the official list of ASX. As a listed entity, Silver Chef must continue to meet its requirements under the Listing Rules. In particular, pursuant to:

- Listing Rule 12.1, the level of Silver Chef's operations must, in ASX's opinion, be sufficient to warrant the continued quotation of its securities and its continued listing;
- Listing Rule 12.2, Silver Chef's financial condition (including operating results) must, in ASX's opinion, be adequate to warrant the continued quotation of its securities and its continued listing; and
- Listing Rule 12.3, if half or more of Silver Chef's total assets is cash or in a form readily convertible to cash, ASX may suspend quotation until the assets are invested or used for Silver Chef's business.

ASX Guidance Note 12 states that, in the absence of any other reason to suspend quotation of the securities, ASX will generally continue the quotation of an entity's securities for up to six months following the disposal of an entity's main undertaking. During the six month period, the Board intends to explore other potential business opportunities with the listed vehicle, which may generate additional value for Shareholders in the future. If Silver Chef has not made an announcement acceptable to ASX about its future activities after the six month period, its securities will likely be suspended until the announcement has been made.

Tax impact of the Proposed Transaction

The tax implications of the Restructure and Proposed Transaction are still subject to review and formal tax advice is being sought by the Company. Therefore, the tax implications summarised below are preliminary in nature and may potentially change.

Australian income tax

Based on initial calculations, the current expectation is that the Restructure and Proposed Transaction should not give rise to an Australian income tax liability for Silver Chef.

Australian Stamp Duty and GST

No Goods and Services Tax (**GST**) should be payable as a consequence of the Restructure or Proposed Transaction.

A stamp duty liability may arise as a consequence of the Restructure. Based on initial calculations, the liability should be no greater than \$200,000.

No stamp duty should be payable as a consequence of the Proposed Transaction.

Canadian, US and New Zealand tax

No Canadian, US or New Zealand tax liability should arise as a consequence of the Restructure and Proposed Transaction.

7 Intended use of proceeds

At this time, the Board has not determined the timing or the quantum of any such capital return due to a number of variable factors which include:

- the ongoing ASIC Investigation and potential costs and liabilities associated with the investigation; and
- uncertainties around ongoing costs to operate GoGetta and the listed entity following completion of the Proposed Transaction.

Following completion of the Proposed Transaction, the Board will evaluate the optimal structure to return surplus capital to all Shareholders. Once the Board has made a determination, it will be announced to ASX.

8 Risk factors

8.1 Risks specific to an investment in Silver Chef

- (a) If the Proposed Transaction completes, Silver Chef will retain the GoGetta business and be subject to the following risks.

ASIC Investigation

As has previously been announced to ASX (including on 4 July 2018 and in the Scheme Booklet for the previous Next Capital scheme of arrangement), Silver Chef has been working through an issue that has arisen with ASIC regarding a number of contracts relating to the financing of motor vehicles issued by the GoGetta business in prior years that the regulator considers as constituting consumer lending without an appropriate Australian credit licence which would constitute a contravention of the *National Consumer Credit Protection Act 2009* (Cth) (**ASIC Investigation**). These contracts relate to the purchase of sedans, wagons or SUVs and were all originated through third party finance brokers.

Silver Chef commissioned EY to provide independent compliance services and validate the review undertaken by GoGetta of its contracts and the GoGetta internal processes. This work included reviewing a sample of GoGetta's customer lending files. Following the work completed by EY, GoGetta provided a draft remediation plan to the relevant area of ASIC.

Silver Chef continues to liaise with ASIC to resolve this matter. As at 30 June 2019, Silver Chef has included a \$5.8 million provisioning for customer remediation and related costs. There is no guarantee however that the costs will be below the amount provisioned for, or that the ASIC Investigation will be resolved favourably and without additional conditions being placed on Silver Chef's operations. If Silver Chef is unable to resolve the ASIC Investigation in a favourable manner, it could have an adverse effect on Silver Chef's financial position and/or reputation.

Credit risk

There is a risk that GoGetta customers will not pay amounts due on time and will default, which may materially reduce the value able to be returned to Shareholders.

Residual asset risk

There is a risk that assets cannot be recovered from defaulting contracts and are written off or that assets are returned from contracts and cannot be effectively remarketed. This may materially reduce the value able to be returned to Shareholders.

Share market risk

There are general risks associated with any investment in the stock market. The value of Silver Chef Shares will be subject to varied and often unpredictable influences on the market for equities in general and, in particular, stocks in the industry in which Silver Chef operates, which are beyond Silver Chef's and the Silver Chef Board's control and unrelated to Silver Chef's financial performance.

There is no guarantee of profitability, dividends, returns of capital or the price at which Silver Chef Shares will trade on any market. Historical share price performance of Silver Chef Shares should not be taken as a guide to future Silver Chef Share price performance as the price of shares can fluctuate.

- (b) If the Proposed Transaction does not complete, Silver Chef will retain both the GoGetta business and the Hospitality Business, in which case Silver Chef will be subject to all of the above risks, as well as the following risks.

Finance waiver and conditions

Silver Chef's financiers have granted an extension to the existing waivers until 30 November 2019 to implement the Proposed Transaction, such extension being conditional upon, inter alia, the execution of long form finance documents to novate and amend the existing facilities. In the event that the Proposed Transaction is not approved by Shareholders, a waiver review period of 15 days under its existing waivers from financiers will be triggered to enable Silver Chef to negotiate with financiers to determine the ability of Silver Chef to comply with its obligations under the finance facilities. If the negotiations are unsuccessful, the financiers may require all facilities to be repaid immediately and there is uncertainty that Silver Chef will be able to continue as a going concern.

8.2 Risk factors which may prevent the Proposed Transaction from completing

Shareholders should be aware that the Proposed Transaction remains subject to certain Conditions Precedent outlined in Section 4.2 above, including Shareholder approval, Silver Chef's financiers consenting to amendments to the Credit Facilities, that no Material Adverse Effect occurs and that no circumstances arise which results in a default, breach, waiver review event, stop funding or stop origination event (or any other similar event) under the Credit Facilities or results in any waiver being revoked. If any Condition Precedent is not satisfied or unable to be satisfied by the requisite time, even if Shareholders approve the Proposed Transaction, the Share Purchase Agreement may be terminated.

9 Recommendation

The Directors unanimously recommend that you vote in favour of the Proposed Transaction, and each Director intends to vote all Shares held or controlled by them in favour of the Proposed Transaction, in the absence of a Superior Proposal.

Resolution 5 – Change of Company name

Following the completion of the Proposed Transaction, Silver Chef will no longer be the owner of the intellectual property rights associated with the "Silver Chef" name and will be required to change its name.

The Directors propose to change the Company's name to SIV Capital Limited.

Consequential changes to the Constitution will be required following the change of name.

The passing of this resolution is subject to the passing of resolution 4. This resolution is a special resolution and therefore requires at least 75% of total votes cast being in favour to pass.

If this resolution is approved and the Proposed Transaction completes, the Company will submit a name change application to the Australia Securities & Investments Commission to formally effect the change.

There will be no change to the Company's listing code.

Recommendation

The Directors unanimously recommend that Shareholders vote in favour of this resolution.

Definitions

A number of capitalised terms are used throughout this Notice of Annual General Meeting and Explanatory Memorandum. Except to the extent the context otherwise requires:

Term	Definition
Annual General Meeting or Meeting	means the Annual General Meeting convened by this Notice.
ASIC Investigation	has the meaning given in Section 8.1 of resolution 4 in the Explanatory Memorandum.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Board	means the board of Directors of the Company.
Break Fee	means \$1.8 million, plus GST.
BSC	means Blue Stamp Pty Ltd as trustee for Blue Stamp Trust (ABN 20 026 742 248).
Chairman or Chair	means the chairman of the Company, who will also be the chairman of the Meeting.
Company or Silver Chef	means Silver Chef Limited ACN 011 045 828.
Competing Proposal	<p>means any proposal, transaction, arrangement or offer (whether by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale or issue of securities, joint venture or otherwise) which, if completed in accordance with its terms would:</p> <ul style="list-style-type: none"> (a) result in any person or persons, whether alone or together with associates, other than Next Capital or its Related Entities acquiring: <ul style="list-style-type: none"> (i) directly or indirectly, an interest in all or substantially all of the assets of the Silver Chef or Silver Chef Rentals (other than a security interest in assets of Silver Chef or Silver Chef Rentals provided to a debt provider); or (ii) a Relevant Interest in more than 20% of the voting securities of Silver Chef or Silver Chef Rentals; or (iii) control of Silver Chef or Silver Chef Rentals (within the meaning of section 50AA of the Corporations Act); or (b) result in any person or persons, whether alone or together with associates, other than Next Capital or its Related Entities otherwise acquiring or merging with Silver Chef or Silver Chef Rentals.
Conditions Precedent	means the conditions precedent to completion of the Proposed Transaction set out in Section 4.2 of resolution 4 in the Explanatory Memorandum.
Constitution	means the constitution of the Company.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as amended.

Credit Facilities	each of the debt facilities used by the Silver Chef group, including the Syndicated Debt Facility and Securitisation Warehouse Facility.
Directors	means the directors of the Company.
Exclusivity Period	means the period from 23 September 2019 and ending on 1 December 2019.
Explanatory Memorandum	means the explanatory memorandum accompanying the Notice.
Facility B	means the 'Facility B' under the Syndicated Debt Facility.
Hospitality Business	means Silver Chef's hospitality business as currently conducted.
Hospital Group	means the group of Silver Chef subsidiaries being acquired by Next Capital under the Proposed Transaction and includes: <ul style="list-style-type: none"> • Silver Chef Rentals Pty Ltd; • Silver Chef Foundation Pty Ltd; • SIV Equipment Trust No 1 (with Perpetual Corporate Trust Limited as trustee); • Silver Chef Rentals Limited (New Zealand); • Silver Chef Rentals Inc (Canada); • Silver Chef US PBC (United States); and • Silver Chef LLC (United States).
Key Management Personnel or KMP	means key management personnel as defined in the Corporations Act.
Listing Rules	means the listing rules of ASX.
Material Adverse Effect	<p>means any event, occurrence of matter occurring after the date of the Share Purchase Agreement (or occurs before the date of the Share Purchase Agreement but is only announced or publicly disclosed after that date) which has resulted in, or is reasonably likely to result in (including as the result of a regulatory investigation or the loss of a financial services licence), either individually or when aggregated with any event, occurrence or matter of a similar kind or category:</p> <ul style="list-style-type: none"> (a) a diminution in the consolidated net assets of the Silver Chef group by at least \$9.8 million; or (b) profit before tax of the Silver Chef group being reduced by at least \$1.4 million in the financial year ending 30 June 2020 (and for this purpose, the full financial year effect of any resulting profit before tax reduction must be applied in the relevant periods), <p>but does not include any matter, event or circumstance:</p> <ul style="list-style-type: none"> (c) required to be done or procured by Silver Chef, or expressly permitted, under the Share Purchase Agreement or the transactions contemplated by the Share Purchase Agreement; (d) which Next Capital has previously approved in writing;

- (e) fairly disclosed in the disclosure materials given to Next Capital and provisioned for in Silver Chef group's financial information fairly disclosed;
- (f) that was fairly disclosed in documents that were publicly available from 5 business days prior to the date of the Share Purchase Agreement from public filings of Silver Chef with ASX and provisioned for in the group's financial information fairly disclosed;
- (g) relating to the costs and expenses incurred by the Seller associated with the Proposed Transaction, including all fees payable to external advisers of the Silver Chef, to the extent such amounts or comparable estimates of such amounts are fairly disclosed in the disclosure materials given to Next Capital;
- (h) relating to the acceleration of collective provisioning by the application of *AASB 9 Financial Instruments* which would not otherwise have had a Material Adverse Effect under the previous Accounting Standard of *AASB 139 Financial Instruments: Recognition and Measurement*; or
- (i) comprising or resulting from a change (including the completion or introduction of a previously announced or made change) in any applicable law or governmental policy, any Accounting Standards, general economic and business or political conditions (including changes in foreign exchange rates and commodity prices) or financial markets, whether in Australia or elsewhere

Next Capital

- Next Capital Services IVA Pty Limited (ACN 629 199 391) as trustee for Next Capital Trust IVA;
- Next Capital Services IVC Pty Limited (ACN 629 199 426) as trustee for Next Capital Trust IVC;
- Next Capital Services IVD2 Pty Limited (ACN 629 199 408) as trustee for Next Capital Trust IVD2;
- Next Capital (Services A) Pty Limited (ACN 115 384 300) as trustee for the Apollo Co-investment Trust; and
- Next Capital (Services B) Pty Limited (ACN 117 027 853) as trustee for the Apollo Co-investment Trust B.

Notice of Meeting or Notice

means this notice of Annual General Meeting and includes reference to the Explanatory Memorandum.

Proposed Transaction

means the proposed acquisition of the Hospitality Business by Next Capital from Silver Chef for cash consideration of \$18.25 million.

Related Entities

has the meaning given to that term in section 50 of the Corporations Act.

Relevant Interest

has the meaning given to that term in the Corporations Act.

Restructure

means the restructure of the Silver Chef corporate group to be undertaken prior to completion of the Proposed Transaction as described in Section 4.1 of resolution 4 in the Explanatory Memorandum.

Securitisation Warehouse Facility	warehouse facility used by the Silver Chef Group for funding the origination and holding of loans pursuant to the 'Transaction Documents' as defined in the document entitled 'SIV Securitisation Trusts – Master Definitions Deed' dated 1 December 2017.
Share	means a fully paid ordinary share in the Company.
Share Purchase Agreement	means the share purchase agreement between Silver Chef and Next Capital dated 30 September 2019 to implement the Proposed Transaction.
Shareholder	means a holder of one or more Shares.
Silver Chef	means Silver Chef Limited (ACN 011 045 828).
Silver Chef Rentals	means Silver Chef Rentals Pty Ltd (ACN 112 241 522).
Superior Proposal	<p>means a bona fide Competing Proposal received by Silver Chef or its Related Entities or representatives after 23 September 2019 which the Directors, acting in good faith, and after taking advice from its legal and financial advisers, determines:</p> <ul style="list-style-type: none"> (a) would, if completed substantially in accordance with its terms, result in an acquisition of an interest or Relevant Interest in 50% or more of the shares in Silver Chef or Silver Chef Rentals; (b) is reasonably capable of being valued and completed within six months taking into account all aspects of the Competing Proposal (including its conditions, the identity, reputation and financial condition of the person making the Competing Proposal and the willingness of major shareholders of Silver Chef to support the Competing Proposal); and (c) would, if completed substantially in accordance with its terms, be more favourable to the shareholders of Silver Chef or Silver Chef Rentals (as applicable) than the Proposed Transaction viewed in the aggregate, taking into account all terms of the Competing Proposal (including the consideration, conditionality, funding, certainty and timing).
Syndicated Debt Facility	debt facility provided to the Silver Chef Group by a syndicate of lenders pursuant to a Syndicated Facility Agreement originally dated 7 August 2015.

Interpretation

In this Notice of Meeting and Explanatory Memorandum, unless the context otherwise appears:

- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;

- (e) a reference to a Section or attachment is a reference to a section of and an attachment to this Notice of Meeting and Explanatory Memorandum as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, or by laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this Notice of Meeting and Explanatory Memorandum;
- (h) a reference to time is a reference to the time in Brisbane, Australia;
- (i) a reference to writing includes facsimile transmissions; and
- (j) a reference to dollars, \$, A\$, cents, ¢ and currency is a reference to the lawful currency of the Commonwealth of Australia.