



**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OR TO ANY OTHER JURISDICTION WHERE SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE PROHIBITED BY APPLICABLE LAW**

27 January 2021

**Notice under section 708A(12C)(e) of the *Corporations Act 2001* (Cth)**

Washington H. Soul Pattinson & Company Limited (ACN 000 002 728) (the “**Company**”) announced on 21 January 2021 that it had launched an offer of unsecured senior convertible notes (“**Notes**”) which are convertible into fully paid ordinary shares in the Company (“**Ordinary Shares**”) to raise A\$225 million (“**Offer**”).

The Company gives this notice together with the attached offering circular to ASX as a notice under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (“**Corporations Act**”) as notionally inserted by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82* (“**ASIC Instrument 2016/82**”). The full terms of the Notes are set out in the attached offering circular.

The Company confirms that:

- a) the Notes will be issued without disclosure under Part 6D.2 of the Corporations Act;
- b) this notice, together with the attached offering circular, comprises a notice under section 708A(12C)(e) of the Corporations Act in respect of the Notes, as inserted by ASIC Instrument 2016/82; and
- c) this notice complies with section 708A(12D) of the Corporations Act as inserted by ASIC Instrument 2016/82.

**No offer**

This notice does not constitute an offer of any Notes for issue or sale, or an invitation to subscribe for or purchase any Notes and is not intended to be used in connection with any such offer or invitation.

**Effect of the Offer on the Company**

The Notes will be debt obligations of the Company. The aggregate principal amount of the Notes to be issued is A\$225 million. The effect of the issue on the Company will be to increase its total liabilities by that amount. Please refer to the “Capitalisation and Indebtedness” section of the offering circular which includes a proforma consolidated statement of financial position assuming the Offer occurred on 31 July 2020.

Washington H. Soul Pattinson and Company Limited  
ABN: 49 000 002 728

Level 14, 151 Clarence Street, Sydney NSW 2000 | GPO Box 479, Sydney NSW 2001  
T +61 2 9210 7070 F +61 2 9210 7077 [www.whsp.com.au](http://www.whsp.com.au)

## Rights and liabilities attaching to Notes and Ordinary Shares

The rights and liabilities attaching to the Notes are set out in the “Terms and Conditions of the Notes” section of the offering circular.

A summary of the rights and liabilities attaching to Ordinary Shares is contained in the “Rights and Liabilities of Ordinary Shares” section of the offering circular. Rights and liabilities attaching to Notes and Ordinary Shares may also arise under the Corporations Act, the ASX Listing Rules, the Company’s constitution and other laws.

## Compliance with disclosure obligations

As a disclosing entity, the Company is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. Copies of documents lodged with ASIC in relation to the Issuer are available to the public and may be purchased by calling the ASIC Customer Contact Centre on +61 1300 300 630, or via the ASIC Connect website and can be obtained from, or inspected at, an ASIC office. Certain of these documents can also be obtained from [www.asx.com.au](http://www.asx.com.au) and the Issuer’s website [www.whsp.com.au](http://www.whsp.com.au), together with other market announcements.

In addition, a copy of the following documents may be obtained free of charge by any person upon their request prior to the Closing Date:

- the audited consolidated annual financial reports of the Group for the financial years ended 31 July 2019 and 31 July 2020; and
- any other document used to notify the ASX of information relating to the Group under the continuous disclosure provisions of the ASX Listing Rules and the Corporations Act after the lodgement of the Issuer’s audited consolidated annual financial report for the financial year ended 31 July 2020 and before lodgement of this Offering Circular with the ASX. Those announcements are recorded below.

Date	Announcement
22/01/2021	Appendix 3B – Proposed issue of securities
22/01/2021	WHSP Successfully Prices A\$225 million Convertible Notes
21/01/2021	Launch of WHSP Convertible Notes Offering
20/01/2021	Ceasing to be a substantial holder from SOL (REG)
20/01/2021	Withdrawal of Non-binding Indicative Proposal to acquire REG
18/12/2020	Change of Director’s Interest Notice
09/12/2020	Results of Annual General Meeting
09/12/2020	WHSP 2020 Chairman’s Address
09/12/2020	WHSP 2020 AGM Presentation

Date	Announcement
08/12/2020	Sale of New Hope shares
24/11/2020	Change of Director's Interest Notice
02/11/2020	Notice of 2020 Annual General Meeting and Proxy Form
30/10/2020	Change of Director's Interest Notice
30/10/2020	Change of Director's Interest Notice
27/10/2020	FY20 Results update and change of date for AGM
27/10/2020	Appendix 4G
27/10/2020	WHSP FY20 Corporate Governance Statement

All written requests for copies of the above documents should be addressed to the Issuer at the address set out in the directory at the end of the Offering Circular. These documents, and all other regular reporting and disclosure documents of the Issuer, are also available electronically on the websites of the ASX at [www.asx.com.au](http://www.asx.com.au) and the Issuer at [www.whsp.com.au](http://www.whsp.com.au)

### Consents

Each of the persons named in this notice and the attached offering circular has consented to the inclusion of each statement it has made in the form and context in which the statement appears in this notice and the offering circular (as applicable), has consented to the references to those statements in the form and context in which they are included in this notice and has not withdrawn those consents as at the date of this notice.

This announcement has been authorised for release to ASX by the Chairman and CEO of Washington H Soul Pattinson & Company Limited.

### DISCLAIMER

*THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER TO BUY, OR SOLICITATION OF AN OFFER TO SELL, ANY SECURITIES AND NO SUCH OFFER, SOLICITATION, PURCHASE OR SALE SHALL BE MADE IN THE UNITED STATES OR ANY JURISDICTION WHERE SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.*

*THE SECURITIES MENTIONED IN THIS ANNOUNCEMENT HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES EXCEPT PURSUANT TO REGISTRATION OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NO PUBLIC OFFERING OF ANY SECURITIES WILL BE MADE IN THE UNITED STATES.*

## IMPORTANT NOTICE

**NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES. THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE ADDRESSEES OUTSIDE OF THE UNITED STATES.**

**IMPORTANT:** You must read the following disclaimer before continuing. The following disclaimer applies to the attached offering circular (the “**Offering Circular**”). You are advised to read this disclaimer carefully before accessing, reading or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

**Confirmation of Your Representation:** The attached Offering Circular is being sent to you at your request and by accepting the e-mail and accessing the attached Offering Circular, you shall be deemed to represent to UBS AG, Australia Branch as sole bookrunner and lead manager (the “**Sole Bookrunner and Lead Manager**”) that (1) the e-mail address that you gave us and to which this e-mail has been delivered is not, and you are not located in the United States, its territories or possessions and to the extent you purchase securities defined herein you will be doing so in an “offshore transaction” (as defined under Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and (2) you consent to delivery of the attached Offering Circular and any amendments or supplements thereto by electronic transmission.

The attached Offering Circular has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently neither the Sole Bookrunner and Lead Manager nor its affiliates, directors, officers, employees, representatives, agents nor any person who controls the Sole Bookrunner and Lead Manager or its affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version.

**Restrictions:** The attached Offering Circular is being furnished in connection with an offering of securities in “offshore transactions” as defined in, and in compliance with Regulation S under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described herein. You are reminded that the information in the attached Offering Circular is not complete and may be changed.

**NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES (THE “SECURITIES”) (AS DESCRIBED IN THE OFFERING CIRCULAR) HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.**

Nothing in this electronic transmission constitutes an offer to sell or a solicitation by or on behalf of either the Issuer (as defined in the attached Offering Circular) or the Sole Bookrunner and Lead Manager of an offer to subscribe for or purchase any of the securities described therein in any jurisdiction where it is unlawful to do so, and access has been limited so that it shall not constitute in the United States “directed selling efforts” (within the meaning of Regulation S under the Securities Act). If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Sole Bookrunner and Lead Manager or any of its affiliates is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Sole Bookrunner and Lead Manager or such affiliates on behalf of the Issuer in such jurisdiction.

You are reminded that you have accessed the attached Offering Circular on the basis that you are a person into whose possession the attached Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver the attached document, electronically or otherwise, to any other person. If you have gained access to this transmission contrary to the foregoing restrictions, you are not allowed to purchase any of the Securities.

**Actions that You May Not Take:** If you receive the attached Offering Circular by e-mail, you should not reply by e-mail to this e-mail, and you may not purchase any Securities by doing so. Any reply e-mail communications, including those you generate by using the “Reply” function on your e-mail software, will be ignored or rejected

**THE ATTACHED OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE ATTACHED DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.**

You are responsible for protecting against viruses and other destructive items. If you receive the attached document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.



**Washington H. Soul Pattinson and Company Limited  
(ABN 49 000 002 728)**

**A\$225,000,000 0.625 per cent. Senior Convertible Notes Due 2026  
Issue Price: 100 per cent.**

The A\$225,000,000 0.625 per cent. Senior Convertible Notes due 2026 (the “**Notes**”) will be issued by Washington H. Soul Pattinson and Company Limited (the “**Issuer**” or “**WHSP**”), a company incorporated under the laws of Australia and listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (the “**ASX**”, which shall also mean where the context requires it, the Australian Securities Exchange).

The Notes will bear interest from (and including) 29 January 2021 (the “**Closing Date**”) at the rate of 0.625 per cent. per annum calculated by reference to the outstanding principal amount thereof and payable semi-annually in arrear on 29 January and 29 July in each year (each an “**Interest Payment Date**”), commencing on the Interest Payment Date falling on 29 July 2021.

Subject to, and as provided in the Terms and Conditions of the Notes (the “**Terms and Conditions of the Notes**” or the “**Conditions**”), each Note shall entitle the holder to require the Issuer to convert such Note into fully paid ordinary shares in the capital of the Issuer (“**Ordinary Shares**”) at the then applicable Conversion Price (as defined in the Terms and Conditions of the Notes) (the “**Conversion Right**”). Subject to and as provided in the Terms and Conditions of the Notes, the Conversion Right in respect of a Note may be exercised, at the option of the holder thereof, subject to any applicable fiscal or other laws or regulations, at any time on or after 11 March 2021 (the “**Conversion Period Commencement Date**”), provided that the relevant conversion date in respect of a Note (the “**Conversion Date**”) shall not fall later than on the date falling five business days (as defined in the Terms and Conditions of the Notes) prior to the Final Maturity Date (as defined below) (both days inclusive).

The initial Conversion Price of the Notes is A\$34.99 per Ordinary Share and will be subject to adjustment in the manner described in the Terms and Conditions of the Notes. The closing price of the Ordinary Shares on the ASX on 25 January 2021 was A\$28.36 per Ordinary Share.

Unless previously purchased and cancelled, redeemed or converted as provided in the Terms and Conditions of the Notes, the Notes will be redeemed at 100.00 per cent. of the principal amount of the relevant Notes plus any interest accrued but unpaid to (but excluding) the relevant Redemption Date (as defined in the Terms and Conditions of the Notes) (the “**Redemption Amount**”) on 29 January 2026 (the “**Final Maturity Date**”). The Issuer may, at any time on giving not less than 30 nor more than 60 days’ notice (an “**Optional Redemption Notice**”) to the Noteholders in accordance with Condition 17 and to the Trustee (as defined in the Terms and Conditions of the Notes) and the Principal Paying and Conversion Agent (as defined in the Terms and Conditions of the Notes) in writing (which notice shall be irrevocable), redeem all but not some only of the Notes on the date (an “**Optional Redemption Date**”) specified in the Optional Redemption Notice at the Redemption Amount, if Conversion Rights shall have been exercised, and/or purchases (and corresponding cancellations) and/or redemptions shall have been effected in respect of 85 per cent. or more in principal amount of the Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 18 and consolidated and forming a single series with the Notes). See Condition 7(b) of the Terms and Conditions of the Notes.

The Issuer will, at the option of the holder of any Note, redeem all or some only of such holder’s Notes on 1 February 2024 (the “**Put Option Date**”) at the Redemption Amount. See Condition 7(e) of the Terms and Conditions of the Notes.

At any time the Issuer may, having given not less than 30 nor more than 60 days’ notice (a “**Tax Redemption Notice**”) to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing (which notice shall be irrevocable), redeem (subject to and as provided under Condition 7(c) of the Terms and Conditions of the Notes) all but not some only of the Notes on the date specified in the Tax Redemption Notice at the Redemption Amount if (i) the Issuer certifies to the Trustee immediately prior to the giving of such Tax Redemption Notice that the Issuer has or will become obliged to pay additional

amounts in respect of payments on the Notes pursuant to Condition 9 of the Terms and Conditions of the Notes as a result of any change in, or amendment to, the laws or regulations of the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 21 January 2021, and (ii) the Issuer would still be obliged to pay such additional amounts after taking reasonable measures available to it, provided that no such Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. See Condition 7(c) of the Terms and Conditions of the Notes.

Following the occurrence of a Relevant Event (as defined in the Terms and Conditions of the Notes), the holder of each Note will have the right, at such holder's option, to require the Issuer to redeem all or some only of that holder's Notes on the Relevant Event Redemption Date (as defined in the Terms and Conditions of the Notes) at the Redemption Amount. See Condition 7(f) of the Terms and Conditions of the Notes.

An application has been made to the Singapore Exchange Securities Trading Limited (the "SGX-ST") for permission to deal in and quotation for the Notes. Such permission will be granted when the Notes have been admitted to the Official List of the SGX-ST. The approval in-principle was received on 25 January 2021 for the listing of the Notes on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Admission of the Notes to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Issuer's subsidiaries, the Issuer's associated companies (if any), the Notes or the Ordinary Shares.

**Investing in the Notes involves certain risks. See "Risk Factors" for a discussion of certain factors to be considered in connection with an investment in the Notes.**

**The Notes and the Ordinary Shares to be issued upon conversion of the Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any State or other jurisdiction of the United States and, subject to certain exceptions, they may not be offered or sold within the United States. The Notes are being offered and sold solely outside the United States pursuant to Regulation S under the Securities Act ("Regulation S"). For a description of these and certain further restrictions on offers and sales of the Notes and the Ordinary Shares to be issued upon conversion of the Notes, and the distribution of this Offering Circular, see "Subscription and Sale".**

The Notes will be represented by beneficial interests in a global certificate (the "Global Certificate") in registered form, without interest coupons attached, which will be registered in the name of a nominee of, and shall be deposited on or about the Closing Date with, a common depository for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream"). Beneficial interests in the Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream. Except as described in the Global Certificate, certificates for Notes will not be issued in exchange for interests in the Global Certificate.

#### **Sole Bookrunner and Lead Manager**

**UBS**

The date of this Offering Circular is 27 January 2021

## IMPORTANT NOTICE

### GENERAL

#### About this document

This document (this “**Offering Circular**”) is issued by the Issuer. Any offering of the Issuer’s Notes is made under this Offering Circular.

This Offering Circular is being lodged on the ASX together with a notice that is being given to the ASX in accordance with the requirements of the Australian Securities and Investments Commission (“**ASIC**”) Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82 made under section 741 of the Corporations Act 2001 (Cth) (the “**Corporations Act**”) and which provides relief so that the Ordinary Shares may be on-sold to retail investors if a notice containing disclosure required by section 708A(12D) of the Corporations Act (as inserted by ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82) is released in connection with the issue of the Notes to institutional investors. Any offering of Notes within Australia is open only to selected investors who are sophisticated or professional investors as respectively referred to in sections 708(8) and 708(11) of the Corporations Act.

The Issuer does not hold an Australian Financial Services Licence (“**AFSL**”) under the Corporations Act. Accordingly, the issue of the Notes will be made pursuant to an intermediary authorisation with Pitt Capital Partners Limited (ACN 000 651 427, AFSL 276 323) under section 911A(2)(b) of the Corporations Act (the “**Intermediary Authorisation**”).

Neither this Offering Circular nor any other disclosure document in relation to the Notes has been or will be lodged with the ASIC and this Offering Circular is not, and does not purport to be, a prospectus, product disclosure document or other disclosure document as defined in the Corporations Act.

None of ASIC or the ASX or their respective officers takes any responsibility for the contents of this Offering Circular or the merits of the investment to which this Offering Circular relates.

The Issuer is not licensed to provide financial product advice in respect of the Notes. Cooling-off rights do not apply to the acquisition of the Notes. **In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary is unlawful.**

**This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Incorporation by Reference*”). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.**

The Issuer has confirmed to the Sole Bookrunner and Lead Manager that this Offering Circular contains or incorporates by reference all information regarding the Issuer and the Issuer’s subsidiaries as a whole (collectively, the “**Group**”) and the Notes which is (in the context of the issue of the Notes) material; such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; any statements of opinion or intentions expressed in this Offering Circular on the part of the Issuer and the Group are honestly held and are based on reasonable assumptions; and reasonable enquiries have been made to ascertain and to verify the accuracy of such information and statements. The Issuer accepts responsibility for the information contained in this Offering Circular. This Offering Circular should be read in its entirety. It contains general information only and does not take into account the specific objectives, financial situation or needs of any investor. In the case of any doubt, investors should seek the advice of a financial or other independent and qualified professional adviser.

None of the Issuer, any member of the Group, the Sole Bookrunner and Lead Manager, The Bank of New York Mellon, London Branch (the “**Trustee**”), Conv-Ex Advisors Limited (the “**Calculation Agent**”) or the Agents (as defined in the Terms and Conditions of the Notes) or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them guarantees the success of the offering of the Notes (the “**Offer**” or the “**Offering**”), or any particular rate of capital or income



return on the Notes or the Ordinary Shares. Investment-type products are subject to investment risk, including possible loss of income and capital invested.

None of the Issuer, UBS AG, Australia Branch (the “**Sole Bookrunner and Lead Manager**”), the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them is providing investors with any legal, business or tax advice in this Offering Circular. Investors should consult their own advisers to assist them in making their investment decision and to advise themselves whether they are legally permitted to purchase the Notes. Investors must comply with all laws that apply to them in any place in which they buy, offer or sell any Notes or possess this Offering Circular. Investors must also obtain any consents or approvals that they need in order to purchase the Notes. None of the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them is responsible for the investors’ compliance with any such legal requirements. The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Notes other than as contained in this Offering Circular or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Note shall in any circumstance create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or the Group since the date of this Offering Circular.

Any offer, invitation or agreement made in connection with the purchase or acquisition of the Notes or pursuant to this Offering Circular shall (without liability or responsibility on the part of the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them) lapse and cease to have any effect if (for any reason whatsoever) the Notes are not issued by the Issuer to the Sole Bookrunner and Lead Manager.

Furthermore, no comment is made or advice is given by any of the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent, the Agents or the Issuer or of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them, in respect of taxation matters relating to any Notes or the legality of the purchase of Notes by an investor under applicable or similar laws. The Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent and the Agents and each of their respective affiliates, advisers, agents, representatives, employees, officers, associates and directors and each person who controls any of them do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or any Agent or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them.

The Sole Bookrunner and Lead Manager and/or its affiliates may acquire Ordinary Shares in connection with a delta placement (“**Delta Placement**”) of Ordinary Shares to facilitate some or all of the hedging activity that may be executed by the investors in the Notes. The transactions associated with the Delta Placement may, together with other Ordinary Shares acquired by any of the Sole Bookrunner and Lead Manager and/or its affiliates in connection with its ordinary course sales and trading, principal investing and other activities, result in the Sole Bookrunner and Lead Manager and/or its affiliates disclosing a substantial holding in the Ordinary Shares and earning fees.

In connection with the Offering, in addition to acquiring Notes under the Offering and/or Ordinary Shares under the Delta Placement, the Sole Bookrunner and Lead Manager and/or any of its affiliates may, for their own account, enter into convertible asset swaps, credit derivatives or other derivative transactions relating to the Notes and/or the underlying Ordinary Shares at the same time as the offer and sales of the Notes, Ordinary Shares and/or other secondary market transactions. As a result of such transactions, the Sole Bookrunner and Lead Manager and/or its affiliates may hold long or short positions in such Notes and/or derivatives or physical holdings in the underlying Ordinary Shares. Disclosure may not be made of any such positions. The Sole Bookrunner and Lead Manager and/or its affiliates may purchase Notes for principal investment purposes and not with a view to distribution. The amount of any such purchases will be determined at the time of pricing of the Notes and will be subject to total demand received and final allocations. Any of these transactions contemplated could impact the market price of the Notes or the Ordinary Shares.

## **No representations or recommendations**

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular in connection with the Offering and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or any Agent or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them. None of the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them has separately verified the information contained in or incorporated in this Offering Circular. Accordingly, no representation, warranty or undertaking, whether express or implied, is made, and no responsibility or liability is accepted, by the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or any Agent or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them as to the accuracy or completeness of the information (including the financial information) contained or incorporated in this Offering Circular or any other information (including the financial information) provided by the Issuer or in connection with the Notes or their distribution. Nothing contained or incorporated in this Offering Circular is, or shall be relied upon as, a promise or representation by the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or any Agent or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them.

This Offering Circular is not intended to provide the basis of any credit or other evaluation and nor should it be considered as a recommendation by the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them that any recipient of this Offering Circular should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Offering Circular and its purchase of Notes should be based upon such investigations as it deems necessary.

## **Consents**

Each of the persons named in this Offering Circular has consented to the inclusion of each statement it has made in the form and context in which the statement appears in this Offering Circular, has consented to the references to those statements in the form and context in which they are included in this Offering Circular and has not withdrawn those consents as at the date of this Offering Circular.

## **Restrictions in certain jurisdictions**

This Offering Circular does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

Any purchase or acquisition of the Notes is in all respects conditional on the satisfaction of certain conditions set out in the Subscription Agreement (as defined herein) and the issue of the Notes by the Issuer to the Sole Bookrunner and Lead Manager pursuant to the Subscription Agreement.

The distribution of this Offering Circular and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on distribution of this Offering Circular and other offering material relating to the Notes, see "*Subscription and Sale*".

The Notes and the Ordinary Shares to be issued upon conversion of the Notes have not been, and will not be, registered under the Securities Act, subject to certain exceptions, and may not be offered or sold within the United States. The Notes are being offered and sold solely outside the United States pursuant to Regulation S.

This Offering Circular is not intended to be used in connection with any offer for which disclosure is required for the purposes of Part 6D.2 or Chapter 7 of the Corporations Act and does not contain all the information that would be required if this Offering Circular was a prospectus, product disclosure document or other disclosure document as defined in the Corporations Act. Any offering of Notes in Australia is made under this Offering Circular and is open only to select investors who are sophisticated or professional investors within the meaning of sections 708(8) or 708(11) of the Corporations Act and who are not "retail clients" within the meaning of section 761G of the Corporations Act.

Neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, constitute an offer of, or an invitation by, or on behalf of, the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or any Agent or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them to subscribe for, or purchase, any of the Notes.

### **Prohibition of Sales to EEA Retail Investors**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of directive (EU) 2016/97 (the “**IDD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### **Prohibition of Sales to UK Retail Investors**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

### **Singapore SFA Product Classification**

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **Listing of the Notes on the SGX-ST**

An application has been made to the SGX-ST for permission to deal in and quotation for the Notes. Such permission will be granted when the Notes have been admitted to the Official List of the SGX-ST. The approval in-principle was received on 25 January 2021 for the listing of the Notes on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Admission of the Notes to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, Issuer’s subsidiaries, the Issuer’s associated companies (if any) or the Notes.

### **Global Certificate**

The Notes will be in registered form. The Notes will be represented on issue by a Global Certificate. On or around the Closing Date, the Global Certificate will be registered in the name of a nominee of, and deposited with, a common depositary for Euroclear and Clearstream. The Global Certificate will be exchangeable, in whole or in part, for individual definitive Notes in registered form, serially numbered, in denominations of A\$200,000 and integral multiples of A\$200,000 in excess thereof (but only in the limited circumstances described in the Global Certificate).

### **Further information on the Group**

As a disclosing entity, the Issuer is subject to regular reporting and disclosure obligations under the Corporations Act and the listing rules of the ASX (the “**ASX Listing Rules**”). Copies of documents lodged with ASIC in relation to the Issuer are available to the public and may be purchased by calling the ASIC Customer Contact Centre on +61 1300 300 630, or via the ASIC Connect website and can be obtained from, or inspected at, an ASIC office. Certain of these documents can also be obtained from [www.asx.com.au](http://www.asx.com.au) and the Issuer’s website [www.whsp.com.au](http://www.whsp.com.au), together with other market announcements.

In addition, a copy of the following documents may be obtained free of charge by any person upon their written request (in the manner specified below) prior to the Closing Date:

- the audited consolidated annual financial reports of the Group for the financial years ended 31 July 2019 and 31 July 2020; and
- any other document used to notify the ASX of information relating to the Group under the continuous disclosure provisions of the ASX Listing Rules and the Corporations Act after the lodgement of the Issuer’s audited consolidated annual financial report for the financial year ended 31 July 2020 and before lodgement of this Offering Circular with the ASX.

All written requests for copies of the above documents should be addressed to the Issuer at the address set out in the directory at the end of this Offering Circular. These documents, and all other regular reporting and disclosure documents of the Issuer, are also available electronically on the websites of the ASX at [www.asx.com.au](http://www.asx.com.au) and the Issuer at [www.whsp.com.au](http://www.whsp.com.au).

## **Risk Factors**

Prospective purchasers of the Notes should carefully consider the risks and uncertainties described in this Offering Circular before making a decision to invest in the Notes. An investment in the Notes should be considered speculative due to various factors, including the nature of the Group’s business and operations and the business outlook for the industry in which the Group operates. See “*Cautionary Statement Regarding Forward-Looking Statements*” and “*Risk Factors*” in this Offering Circular.

## **Definitions**

In this Offering Circular, unless otherwise defined herein or the context requires otherwise, all references to:

- “**A\$**” and “**Australian Dollars**” refers to Australian dollars;
- “**API**” means Australian Pharmaceutical Industries Limited;
- “**ARPU**” means average revenue per user;
- “**Brickworks**” means Brickworks Limited;
- “**CAGR**” means compound annual growth rate;
- “**Corporations Act**” means the Corporations Act 2001 (Cth);
- “**COVID-19**” refers to the outbreak of a novel strain of coronavirus (i.e. Coronavirus Disease 2019 (COVID19));
- “**Euro**” refers to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;
- “**FY**” means financial year;
- “**Group**” means Washington H. Soul Pattinson and Company Limited (ABN 49 000 002 728) and its subsidiaries;
- “**New Hope Corporation**” means New Hope Corporation Limited;
- “**per cent.**” or “**%**” refer to percentage;

- **“Round Oak Minerals”** means Round Oak Minerals Pty Limited;
- **“TPG”** or **“TPG Telcom”** means TPG Telcom Limited;
- **“U.S.\$”** and **“U.S. dollars”** are to United States dollars; and
- **“U.S.”** and **“United States”** are to the United States of America.

Any reference in this Offering Circular to any law, regulation or notification is a reference to such law, regulation or notification as the same may have been, or may from time to time be, amended, supplemented or replaced.

### **Websites**

The websites referenced in this Offering Circular are intended as guides as to where other public information relating to the Issuer may be obtained free of charge. Information appearing in such websites does not form part of this Offering Circular and none of the Issuer, the Sole Bookrunner and Lead Manager, the Trustee, the Calculation Agent or the Agents or any of their respective affiliates, advisers, agents, representatives, employees, officers, associates or directors or any person who controls any of them accepts any responsibility whatsoever that any such information is accurate and/or up-to-date. Any such information should not form the basis of any investment decision by an investor to purchase or deal in the Notes.

### **Financial measures**

This Offering Circular contains non-Australian Accounting Standards / non-International Financial Reporting Standards financial measures that are not required by, or presented in accordance with Australian Accounting Standards or International Finance Reporting Standards. The method of calculating this, or equivalent, accounting measures may vary between companies. Accordingly, such measures may not be comparable to similarly titled measures reported by other companies and investors should not place undue reliance upon them.

Rounding adjustments have been made in calculating some of the financial information included in this Offering Circular. As a result, numerical figures shown as totals in some tables may not be exact arithmetic aggregations of the figures that precede them.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offering Circular may contain forward-looking statements that are based on management's beliefs, assumptions and expectations and on information currently available to management. Forward-looking statements can generally be identified by the use of forward-looking words such as, "expect", "anticipate", "likely", "intend", "should", "could", "may", "predict", "plan", "propose", "will", "believe", "forecast", "estimate", "target", "outlook", "guidance" and other similar expressions within the meaning of securities laws of applicable jurisdictions. Such forward-looking statements include statements regarding the timetable, conduct and outcome of the Offer and the use of proceeds thereof, statements about the plans, objectives and strategies of the management of the Group, statements about the industry and the markets in which the Group operates and statements about the future performance of the Group's businesses. Indications of, and guidance or outlook on, future earnings or financial position or performance, future earnings and distributions are also forward-looking statements.

Forward-looking statements are statements about the future and are inherently uncertain, and actual achievements of the Group or other future events or conditions may differ materially from those reflected in the forward-looking statements due to a variety of risks, uncertainties and other factors, including, without limitation, those referred to in this Offering Circular under the heading "*Risk Factors*".

COVID-19, and the volatile regional and global economic conditions stemming from it, and additional or unforeseen effects from the COVID-19 pandemic, could also give rise to or aggravate these risk factors, which in turn could materially adversely affect the Group's business, financial condition, liquidity, results of operations (including revenues and profitability) and/or stock price. Further, the COVID-19 pandemic may also affect the Group's operating and financial results in a manner that is not presently known to it or that the Group currently does not consider to present significant risks to its operations. The Group's forward-looking statements are based on the beliefs, assumptions, expectations and opinions of management on the date the statements are made, and the Group does not assume any obligation to update forward-looking statements if circumstances or management's beliefs, assumptions, expectations or opinions should change. For the reasons set forth above, investors should not place undue reliance on forward-looking statements. Any forward-looking statements speak only as of the date of this Offering Circular.

Past performance is not a reliable indicator of future performance. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance and should only be viewed as historical data.

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## **INCORPORATION BY REFERENCE**

The audited consolidated annual financial statements of the Group as at and for the financial years ended 31 July 2019 and 31 July 2020 respectively, including the auditors' report in respect of such financial statements, which have been filed with the ASX, are deemed to be incorporated by reference into, and to form part of, this Offering Circular.

Each document incorporated herein by reference is current only as at the date of such document, and the incorporation by reference of such documents shall not create any implication that there has been no change in the financial condition or affairs of the Issuer and the Group, as the case may be, since the date thereof or that the information contained therein is current as at any time subsequent to its date. Any statement contained therein shall be deemed to be modified or superseded for the purposes of this Offering Circular to the extent that a subsequent statement contained in another incorporated document herein modifies or supersedes that statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes.

The making of a modifying or superseding statement is not to be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Copies of the documents incorporated herein by reference may be obtained on written request addressed to the Issuer without charge at the address set out in the directory at the end of this Offering Circular. These documents are also available electronically through the internet from [www.asx.com.au](http://www.asx.com.au) or the Issuer's website at [www.whsp.com.au](http://www.whsp.com.au).

Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

Prospective investors are advised to obtain and read the documents incorporated by reference herein before making their investment decision in relation to the Notes.



## THE OFFERING

The following is a summary of the principal features of the Notes and the Offering. Terms defined under “Terms and Conditions of the Notes” or elsewhere in this Offering Circular shall have the same respective meanings in this summary. References to a particular Condition are references to the Condition bearing that number in the Terms and Conditions of the Notes.

The following summary is qualified in its entirety by the more detailed information appearing in the “Terms and Conditions of the Notes” section in this Offering Circular. If there is any inconsistency between this summary and the more detailed information in the “Terms and Conditions of the Notes” section of this Offering Circular, then the “Terms and Conditions of the Notes” shall prevail.

<b>Issuer</b> .....	Washington H. Soul Pattinson and Company Limited (ABN 49 000 002 728).
<b>The Notes</b> .....	A\$225,000,000 0.625 per cent. Senior Convertible Notes due 2026.
<b>Issue Price</b> .....	100 per cent. of the principal amount of the Notes.
<b>Denomination</b> .....	A\$200,000 and integral multiples of A\$200,000 in excess thereof.
<b>Closing Date</b> .....	Expected on or around 29 January 2021.
<b>Interest Rate</b> .....	The Notes will bear interest from and including the Closing Date at the rate of 0.625 per cent. per annum calculated by reference to the outstanding principal amount thereof and payable semi-annually in arrear on 29 January and 29 July in each year (each an “ <b>Interest Payment Date</b> ”), commencing on the Interest Payment Date falling on 29 July 2021.
<b>Status</b> .....	The Notes will constitute direct, unconditional, unsubordinated and (subject to Condition 2 of the Terms and Conditions of the Notes) unsecured obligations of the Issuer ranking <i>pari passu</i> and rateably, without any preference among themselves. The payment obligations of the Issuer under the Notes will rank equally with all its other existing and future unsecured and unsubordinated obligations, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.
<b>Conversion Period</b> .....	<p>During the Conversion Period, each Note shall entitle the holder to convert such Note into Ordinary Shares, subject to and as provided in the Terms and Conditions of the Notes.</p> <p>Subject to, and as provided in the Terms and Conditions of the Notes, the Conversion Right in respect of a Note may be exercised, at the option of the holder thereof, subject to any applicable fiscal or other laws or regulations, at any time on or after 11 March 2021 (the “<b>Conversion Period Commencement Date</b>”), provided that the relevant Conversion Date shall not fall later than on the date falling five business days (as defined in Condition 3 of the Terms and Conditions of the Notes) prior to the Final Maturity Date (both days inclusive) or as provided in the Terms and Conditions of the Notes. See Condition 6(a) of the Terms and Conditions of the Notes.</p>

**Conversion Price**..... The initial Conversion Price of the Notes shall be A\$34.99 per Ordinary Share. The Conversion Price will be subject to adjustment in certain circumstances described in Condition 6(b) of the Terms and Conditions of the Notes. See Condition 6(a) of the Terms and Conditions of the Notes.

**Final Maturity Date** ..... Unless previously purchased and cancelled, redeemed or converted as provided in the Terms and Conditions of the Notes, the Notes will be redeemed at the Redemption Amount on 29 January 2026.

**Redemption at the Option of the Issuer** ..... At any time on giving not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Noteholders in accordance with Condition 17 of the Terms and Conditions of the Notes and to the Trustee and the Principal Paying and Conversion Agent in writing (which notice shall be irrevocable), the Issuer may redeem all but not some only of the Notes on the date (an "**Optional Redemption Date**") specified in the Optional Redemption Notice at the Redemption Amount, if Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions shall have been effected in respect of 85 per cent. or more in principal amount of the Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 18 of the Terms and Conditions of the Notes and consolidated and forming a single series with the Notes).

See Condition 7(b) of the Terms and Conditions of the Notes.

**Redemption for a Relevant Event**.... Following the occurrence of a Relevant Event, the holder of each Note will have the right, at such holder's option, to require the Issuer to redeem all or some only of that holder's Notes on the Relevant Event Redemption Date (as defined in the Terms and Conditions of the Notes) at the Redemption Amount.

A "**Relevant Event**" occurs when:

- (i) there is a Delisting (as defined in Condition 3 of the Terms and Conditions of the Notes); or
- (ii) there is a Change of Control (as defined in Condition 3 of the Terms and Conditions of the Notes).

See Condition 7(f) of the Terms and Conditions of the Notes.

**Redemption at the Option of the Noteholders** ..... The Issuer will, at the option of the holder of any Note, redeem all or some only of such holder's Notes on 1 February 2024 (the "**Put Option Date**") at the Redemption Amount. To exercise such option, the holder must deposit at the specified office of the Principal Paying and Conversion Agent or any other Paying Agent a duly completed and signed put notice in the form for the time being current, obtainable from the specified office of the Principal Paying and Conversion Agent (the "**Optional Put Exercise Notice**") or any other Paying Agent, together with the Certificate evidencing the Notes to be redeemed not more than 60 days and not less than 30 days prior to the Put Option Date. An Optional Put Exercise Notice, once delivered, shall be irrevocable and may not be withdrawn

without the Issuer's consent and the Issuer shall redeem the Notes the subject of an Optional Put Exercise Notice on the Put Option Date.

See Condition 7(e) of the Terms and Conditions of the Notes.

**Taxation.....**

All payments of principal and/or interest made by or on behalf of the Issuer in respect of the Notes will be made without deduction or withholding for or on account of any present or future Taxes (as defined in Condition 3 of the Terms and Conditions of the Notes) imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax, unless such deduction or withholding of such Taxes is required to be made by law or is made under or in connection with, or in order to ensure compliance with, FATCA (as defined in Condition 3 of the Terms and Conditions of the Notes).

In the event that any such withholding or deduction is required to be made, the Issuer will pay such additional amounts as will result in the receipt by the Noteholders of the amounts which would otherwise have been receivable had no such withholding or deduction been required save for certain exceptions as set out in Condition 9 of the Terms and Conditions of the Notes.

**Redemption for Taxation Reasons..**

At any time the Issuer may, having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 17 of the Terms and Conditions of the Notes and to the Trustee and the Principal Paying and Conversion Agent in writing (which notice shall be irrevocable), redeem (subject to and as provided under Condition 7(c) of the Terms and Conditions of the Notes) all but not some only of the Notes on the date specified in the Tax Redemption Notice at the Redemption Amount if (i) the Issuer certifies to the Trustee immediately prior to the giving of such Tax Redemption Notice that the Issuer has or will become obliged to pay additional amounts in respect of payments on the Notes pursuant to Condition 9 of the Terms and Conditions of the Notes as a result of any change in, or amendment to, the laws or regulations of the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 21 January 2021, and (ii) the Issuer would still be obliged to pay such additional amounts after taking reasonable measures available to it, provided that no such Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

See Condition 7(c) of the Terms and Conditions of the Notes.

**Negative Pledge .....**

So long as any of the Notes remain outstanding (as defined in the Trust Deed), the Issuer will not create or permit to subsist, and will ensure that none of its Material Subsidiaries (as defined in Condition 3 of the Terms and Conditions of the Notes) will create or permit to subsist, any mortgage,

charge, lien, pledge or other form of encumbrance or security interest (including any security interest arising under section 12(1) or section 12(2) of the Personal Property Securities Act 2009 of Australia) (each a “**Security Interest**”) upon the whole or any part of its present or future property or assets (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness (other than a Permitted Security Interest (as defined in Condition 3 of the Terms and Conditions of the Notes)) unless in any such case, before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that:

- (a) all amounts payable by the Issuer under the Notes and the Trust Deed are secured equally and rateably with the Relevant Indebtedness or such guarantee or indemnity, as the case may be; or
- (b) such other Security Interest or guarantee or indemnity or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by the Issuer under the Notes and the Trust Deed either (i) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders than the Security Interest relating to the Relevant Indebtedness; or (ii) as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

See Condition 2 of the Terms and Conditions of the Notes.

<b>Events of Default</b> .....	The Terms and Conditions of the Notes will contain certain events of default provisions as further described in Condition 10 of the Terms and Conditions of the Notes.
<b>Trust Deed</b> .....	The Notes will be constituted by a trust deed to be dated the Closing Date between the Issuer and the Trustee.
<b>Trustee</b> .....	The Bank of New York Mellon, London Branch.
<b>Principal Paying and Conversion Agent</b> .....	The Bank of New York Mellon, London Branch.
<b>Registrar and Transfer Agent</b> .....	The Bank of New York Mellon SA/NV, Luxembourg Branch.
<b>Calculation Agent</b> .....	Conv-Ex Advisors Limited.
<b>Governing Law</b> .....	The Notes and the Trust Deed will be governed by, and construed in accordance with, English law.
<b>Form of the Notes and Delivery</b> .....	The Notes will be in registered form without coupons attached and will be represented by a Global Certificate registered in the name of a nominee of, and deposited with, a common depositary for Euroclear and Clearstream on or about the Closing Date.
<b>Selling Restrictions</b> .....	There are restrictions on offers and sales of the Notes, <i>inter alia</i> , in the United States, the United Kingdom, Australia, New Zealand, the European Economic Area, Switzerland,

Japan, Hong Kong and Singapore. See the “*Subscription and Sale*” section of this Offering Circular for more details.

**Listing**.....

An application has been made to the SGX-ST for permission to deal in and quotation for the Notes. Such permission will be granted when the Notes have been admitted to the Official List of the SGX-ST. The approval in-principle was received on 25 January 2021 for the listing of the Notes on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Admission of the Notes to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, Issuer’s subsidiaries, the Issuer’s associated companies (if any) or the Notes. Under the rules of the SGX-ST, the Notes, if traded on the SGX-ST, are required to be traded in a minimum board lot size of S\$200,000 (or its equivalent in foreign currencies). Accordingly, for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes, if traded on the SGX-ST, will be traded in a minimum board lot size of A\$250,000.

The Issuer does not intend to have the Notes admitted to dealing on the ASX.

**Lock-up** .....

The Issuer has undertaken in the Subscription Agreement that neither it nor any person acting on its behalf will: (i) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any shares or securities of the same class as the Notes or the Ordinary Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Notes, the Ordinary Shares or securities of the same class as the Notes, the Ordinary Shares or other instruments representing interests in the Notes, the Ordinary Shares or other securities of the same class as them; (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Ordinary Shares; (iii) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (i) or (ii) is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise; or (iv) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Sole Bookrunner and Lead Manager (such consent not to be unreasonably withheld or delayed) between the date of the Subscription Agreement and until 4.00 p.m. (Sydney time) on the date which is 90 calendar days after the Closing Date (both dates inclusive) except for: (a) the Notes and the Ordinary Shares issued on conversion of the Notes; (b) any transaction expressly set out in the Subscription Agreement or this Offering Circular; (c) any issue of Ordinary Shares under any of the Issuer’s employee and officer share, option or performance rights schemes publicly disclosed as at the date of the Subscription Agreement (including in this Offering Circular

and in the Issuer's FY 2020 Annual Report); and (d) the issue of Ordinary Shares as consideration (in whole or in part) for any merger and acquisition transaction ("**M&A**") undertaken by the Issuer or any member of the Group, provided that the total Ordinary Shares issued as consideration for such M&A does not exceed more than five per cent. (on an aggregate basis) of the total outstanding Ordinary Shares in issue of the Issuer.

<b>ISIN</b> .....	XS2293580812
<b>Common Code</b> .....	229358081
<b>Legal Entity Identifier</b> .....	549300G2Q3P6ZVNC1465
<b>Use of Proceeds</b> .....	The net proceeds will be used for the purposes as set out in " <i>Use of Proceeds</i> " of this Offering Circular.
<b>Delta Placement</b> .....	UBS AG, Australia Branch or its designated affiliates have executed a delta placement of approximately 1.5 million Ordinary Shares to facilitate some of the hedging activity by eligible investors in the Notes as is customary for international convertible bond issues.

## MARKET PRICE INFORMATION

### Price of Ordinary Shares

The Ordinary Shares are listed on the ASX.

The following table sets out the high and low closing prices for the periods referenced, in Australian Dollars on the ASX.

Period	High (A\$)	Low (A\$)	Total trading volume of Ordinary Shares (000s)
2021			
Second Quarter (up to 22 January 2021)	\$30.84	\$25.46	19,186
First Quarter	\$26.02	\$19.90	20,627
2020			
Fourth Quarter	\$20.73	\$17.66	24,717
Third Quarter	\$23.07	\$16.86	38,313
Second Quarter	\$23.09	\$21.06	23,915
First Quarter	\$22.78	\$19.74	26,748
2019			
Fourth Quarter	\$23.36	\$21.56	26,570
Third Quarter	\$30.73	\$22.99	28,217
Second Quarter	\$30.60	\$24.14	46,787
First Quarter	\$30.51	\$21.39	22,368
2018			
Fourth Quarter	\$21.82	\$19.07	12,595
Third Quarter	\$19.41	\$16.59	15,235
Second Quarter	\$17.94	\$16.47	18,935
First Quarter	\$18.64	\$15.90	31,320
2017			
Fourth Quarter	\$18.91	\$16.35	11,047
Third Quarter	\$19.00	\$15.25	15,150
Second Quarter	\$15.89	\$14.45	8,321
First Quarter	\$17.68	\$15.66	7,969

Source: IRESS (unadjusted share price).

Note: First Quarter is 1 August to 31 October, Second Quarter is 1 November to 31 January, Third Quarter is 1 February to 30 April and Fourth Quarter is 1 May to 31 July.

## DIVIDENDS AND DIVIDEND POLICY

The following table sets forth the aggregate number of outstanding Ordinary Shares entitled to dividends and the cash dividends per Ordinary Share in respect of each of the years indicated.

	<b>Number of Ordinary Shares Entitled to Dividend</b>	<b>Cash Dividends per Ordinary Share (A\$)</b>
2020 – FY 2020 Final Dividend	239,395,320	0.35
2020 – FY 2020 Interim Dividend	239,395,320	0.25
2019 – FY 2019 Final Dividend	239,395,320	0.34
2019 – FY 2019 Interim Dividend	239,395,320	0.24
2018 – FY 2018 Final Dividend	239,395,320	0.33
2018 – FY 2018 Interim Dividend	239,395,320	0.23

“**Interim Dividend**” means dividend declared following the first half results of a financial year.

“**Final Dividend**” means dividend declared at the conclusion of the full year results.

*Source: Extracted from WHSP’s annual reports for FY 2018, FY 2019 and FY 2020*

*Note: FY is the financial year ended 31 July.*



## RISK FACTORS

*There are numerous widespread risks associated with investing in any form of business and with investing in the securities market generally. There are also a range of specific risks associated with the Group's business and an investment in the Notes should be considered speculative. Many of these risk factors are largely beyond the control of the Issuer and its directors. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties. Additional risks and uncertainties of which the Issuer is not aware or that may be immaterial may also adversely affect the business, financial condition, liquidity, results of operations or prospects of the Issuer and the Group as a whole. If any of these events occur, the business, financial condition, liquidity, results of operations or prospects of the Issuer and the Group as a whole could be materially and adversely affected.*

*This Offering Circular also contains forward-looking statements that involve risks and uncertainties. The actual results of the Issuer and the Group may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Circular.*

*Investors should carefully consider the risks described below before making a decision to invest in the Notes. The risks described below do not necessarily comprise all those faced by the Issuer and are not intended to be presented in any assumed order of priority.*

*The investment referred to in this Offering Circular may not be suitable for all of its recipients. Investors are advised to examine the contents of this Offering Circular and to consult their professional advisers before making a decision to subscribe for Notes.*

### RISKS RELATING TO THE GROUP

#### Risks relating to the Group's business

#### ***The COVID-19 pandemic has materially adversely affected markets and global trade, and may adversely impact the Group's business and financial performance for the foreseeable future***

In December 2019, an illness caused by a novel strain of coronavirus, COVID-19, was reported to be first detected in Wuhan, the People's Republic of China, and has since spread globally. On 11 March 2020, the World Health Organisation categorised the rapidly spreading COVID-19 outbreak as a global pandemic. The spread of COVID-19 and the measures taken in response to the pandemic have caused significant disruption across many geographies and markets, and resulted in significant economic damage, interrupted business activities and supply chains, high levels of unemployment, border closures and travel restrictions, and volatile financial, commodity and other markets. As a result, the Group's businesses have had to quickly adapt to new ways of operating in light of the rapidly changing economic, regulatory and social environment.

In response to the COVID-19 pandemic, national and local governments, including in Australia and other countries where the Group operates, implemented unprecedented and significant restrictions on movement and activity to slow or stop the spread of the COVID-19 pandemic. Some of these measures and recommendations affected and continue to affect the Group's businesses directly, while others have, and are expected to continue to have, an indirect effect. For example:

- the initial lockdown across Australian states in March 2020, and the reintroduction of lockdown in Victoria in July 2020, impacted operations at the Group's sites in Australia;
- a large portion of the workforce is kept away from the workplace in accordance with government health and safety advice; and
- the ongoing pandemic and containment measures have adversely and materially affected the manufacturing, exports and imports and consumption of goods and services globally.

In light of the spread of COVID-19, the Group and its portfolio companies have taken or may take temporary precautionary measures to help minimise the risk of the virus to their employees and the markets in which they operate. While the Group and its portfolio companies continue to monitor the situation and may adjust their policies as more information and guidance become available, temporarily

suspending travel and doing business in-person could negatively impact their operations, challenge their ability to enter into customer contracts in a timely manner, slow down recruiting efforts, or create operational or other challenges, any of which could harm their business.

In addition, the Group's operations could be disrupted if any of its employees or employees of its portfolio companies were suspected of having COVID-19 or other illnesses as this could require the Group or its portfolio companies to quarantine such employees or disinfect their premises. There is no assurance that the Group's operations as well as the operations of the Group's portfolio companies will not be affected by the COVID-19 pandemic and travel restrictions, which in turn, may adversely and materially affect the business, results of operations, financial condition and cash flows of the Group. The uncertainty created by the COVID-19 pandemic has reduced and may continue to reduce stock processes worldwide, which may adversely and materially affect the value of the Group's listed portfolio companies. Further, depressed economic and investment activities as a result of the COVID-19 pandemic has reduced and may continue to reduce global market liquidity. The value of the Group's investments in its portfolio companies, properties, financial assets and other forms may be adversely and materially affected by the COVID-19 pandemic, which in turn, may adversely and materially affect its business, results of operations, financial condition and cash flows.

Given the ongoing and dynamic nature of the COVID-19 pandemic, the measures implemented to try to control it and the resulting volatility in financial, commodity and other markets, it is impossible to predict the impact that the COVID-19 pandemic and related measures taken to try to control the COVID-19 pandemic, will have on the Group's business (or on the operations of the Group's customers, suppliers and other businesses upon which the Group relies), and the length of time of such impact. However, the Group's business is likely to continue to be affected by, among others, the geographic spread of the virus; changes in the severity of the disease; mutations in the COVID-19 virus; the duration of the pandemic; the availability and effectiveness of vaccines; actions that may be taken by Australian federal and state governmental authorities and governmental authorities in the other jurisdictions outside Australia in which the Group operates in response to the pandemic, including actions to relax or further tighten existing restrictions. The COVID-19 pandemic and such responsive measures could also impact the Group's ability to effectively implement its strategy, risk management framework and internal controls and procedures.

Economic uncertainty related to the COVID-19 pandemic has already resulted in disruption to global capital markets and may do so again. Any interruption in the availability of capital may affect the Group's ability to grow its business and refinance its existing debt.

There can also be no assurance that the plans of the Group to address existing and potential disruptions in the Group's respective operations will partially or completely mitigate the adverse impacts related to the COVID-19 pandemic, if at all.

The outbreak of other communicable diseases and adverse public health developments in the future could also adversely affect the Group's business operations, and regional and global political, economic and social conditions generally.

To the extent that the COVID-19 pandemic outbreak adversely affects the Group's as well as its portfolio companies' business and financial performance, it may also have the effect of exacerbating many of the other risks identified in this section entitled "*Risk Factors*". Any of the foregoing factors could have a material adverse effect on the Group's business, financial condition and results of operations, cash flows and access to credit markets and the Group's ability to service its existing and future indebtedness, including the Notes, particularly if such outbreaks and developments are inadequately controlled, are prolonged, or if they occur in regions where the Group derives a significant amount of revenue.

***The Group and its portfolio companies are subject to macroeconomic, strategic, financial, operational and political risks***

The Group and its portfolio companies are subject to macroeconomic, strategic, financial, operational and political risks. In particular, the Group's investment portfolio is subject to investment and market risks as well as concentration risks. The Group's investment portfolio may be concentrated in certain sectors and geographical regions or in certain of its investments which may or may not be listed. The Group's investment portfolio may change from period to period depending on various factors, including market conditions, investment opportunities and the investments and divestments undertaken by it.

The macroeconomic environment remains challenging and the Group's results of operations could be materially affected by conditions in the global capital markets and the economy generally.

Global markets gained significantly in 2019, largely boosted by the "Phase I" trade deal between the U.S. and China in the last quarter of 2019. However, underlying fundamentals of the global economy deteriorated in 2020 due to continuing trade tensions and the impact of the COVID-19 pandemic, which slowed global manufacturing output and affected trade-exposed economies around the world. Geopolitical risks including lingering trade tensions, ongoing threats of terrorism, instability in the Middle East and European fragmentation may create more uncertainties for long-term investors and asset owners.

In 2020, the COVID-19 pandemic and ensuing public health responses from governments around the world have had an unprecedented adverse impact on the global economy, resulting in historic levels of turmoil and dislocation for businesses and labour. Global markets experienced significant volatility and periods of massive sell-offs in risk assets amid fears of widespread business closures and bankruptcies. Due to the impact of the COVID-19 pandemic, the Group's one-year Total Shareholder Return in Australian Dollars for the year ended 31 July 2020 was -11.4%.

Policymakers around the world have sought to stem the equity market declines through expansionary fiscal and monetary policies, including through direct support, bridge financing to corporates and households and asset purchase programmes. However, there is continued uncertainty around the trajectory of the pandemic and concern of a disconnect between risk asset performances and underlying economic fundamentals.

The outlook for economic recovery remains clouded, in part due to the evolution of the COVID-19 pandemic, the potential resurgence of infections, the pace of medical breakthroughs in vaccines and therapeutics and the availability and effectiveness of vaccines. Furthermore, uncertainty over the potential long-term effects of the crisis, including any long-term impact from firm closures and displaced workers exiting the workforce, and sustained reductions in gross domestic product ("**GDP**") levels pose downside risks to the outlook for recovery. The COVID-19 pandemic has also exposed vulnerabilities in supply chain dependencies and accelerated the importance of technology. This could lead to a more challenging global business environment ahead, with unknown consequences for companies globally.

Downside risks and volatility in the global financial markets have had, and could in the future have, a significant impact on the value of the Group's portfolio, the value and profitability of the Group's portfolio companies' businesses and, in turn, the Group's revenue and profitability. In addition, these conditions have had, and could in the future have, a significant impact on the ability of Group's portfolio companies to pay dividends or make other distributions or payments to the Group, or may result in its investment selections not generating the expected returns.

There can be no assurance of how long these current economic conditions will continue, whether they will deteriorate further, and which of the Group's portfolio companies' businesses may be adversely affected. The Group's investment portfolio has some concentrated exposure to a few industry sectors (for example, communication services, materials, energy, healthcare and financials) and geographic regions (mainly in Australia).

Factors such as consumer spending, business investment, government spending, the volatility and strength of the capital markets and inflation all affect the business and economic environment and, ultimately, the value and profitability of Group's portfolio companies' businesses. Negative trends in these factors could lead to declines in the Group's revenue and profit. In the event of extreme prolonged market events, such as the global financial crisis, the Group could incur significant losses.

The Group has limited investments in different geographic regions that are denominated in different foreign currencies. Its returns on these investments, including any dividends received from these investments may be subject to foreign exchange rate risks. Fluctuations between these currencies and the Australian Dollar, the Group's reporting currency, also expose it to translation risk when accounting for these investments in its financial statements. While the Group adopts a portfolio risk management approach and regularly monitors its portfolio in respect of such risks, these risks are inherent in its business and cannot be entirely eliminated. Any such risks, if they materialise, may adversely affect the Group's financial condition and results of operations. Furthermore, any political instability, terrorism or military conflict in countries in the regions in which the Group invests or globally could materially and adversely affect the Group's results of operations, financial position and cash flows.

***Declines or disruptions in the economy in general and sectors in which the Group and its portfolio companies operate could adversely affect the Group's business, results of operations and financial condition***

The Group's investments are influenced by a variety of general economic and business conditions in Australia and elsewhere. A prolonged deterioration in general economic conditions, including a decrease in consumer and business demand, would likely have a material adverse effect on the Group's and its portfolio companies' business or financial condition (or both). This risk is heightened in the current uncertain economic environment.

In light of recent Australian and global macroeconomic events, including but not limited to the global impact of the COVID-19 pandemic, Australia and some other countries in which the Group and its portfolio companies operate are experiencing an economic downturn of uncertain severity and duration which will in turn affect the operating and financial performance of the Group.

Furthermore, the containment measures implemented in response to the COVID-19 pandemic are expected to result in significant and prolonged dislocation to economies globally, including in many of the markets in which the Group and its portfolio companies operate. It is anticipated that many of the markets in which the Group and its portfolio companies operate will have economic downturns of uncertain severity and duration, which could adversely impact the operating and financial performance of the Group.

There are also other factors in the macroeconomic environment which are beyond the control of the Group and may be exacerbated in an economic recession or downturn. These include, but are not limited to:

- changes in inflation, interest rates and foreign currency exchange rates;
- availability of credit;
- inflation rates;
- national and international political circumstances (including trade disputes, wars, terrorist acts or security operations);
- changes in government fiscal policies and capital works programmes;
- changes in employment levels and labour costs, which will affect the cost structure of the Group;
- changes in aggregate investment and economic output; and
- other changes in economic conditions which may affect the revenue or costs of the Group.

Due to the impact of the COVID-19 pandemic, many of these factors are in a state of change and may have an adverse impact on the financial position and prospects of the Group in the future. If market conditions continue to deteriorate, the Group may need to take additional measures (which may include cost reductions) in order to manage such business and financial risks, and there is a risk of future impairment of the carrying value of the Group's assets.

In addition to macroeconomic conditions, the industry or sectors that the Group (through its portfolio companies) has exposure to is highly susceptible to other factors that are entirely outside the Group's control and which could adversely impact the Group's operations and financial results. These factors include, but are not limited to:

- world energy prices, particularly fuel price escalations;
- changes in commodity prices;
- prolonged work stoppages or labour unrest;
- changes in the laws and regulations governing or otherwise affecting the sectors that the Group (through its portfolio companies) has exposure to;

- property values and property market volatility;
- cyber-security attacks;
- tax increases; and
- tightening of credit markets.

The Group's business could be adversely affected by incidents of actual or threatened terrorism, global security issues, political and social instability (such as anti-government protests), war, hostilities, trade wars, embargoes and other economic sanctions or conflict or other events which could raise concerns about safety issues, including hygiene concerns, or as a result of unusual weather patterns or natural disasters (such as hurricanes, tsunamis, earthquakes or volcanic ash clouds), potential outbreaks of epidemics or pandemics (such as COVID-19, Ebola, influenza, H1N1 virus, Avian Flu or Severe Acute Respiratory Syndrome outbreaks) or other human or natural disasters (such as those that may result in exposure to radiation). Such concerns, or concerns arising from similar events in the future, are outside the control of the Group and could materially and adversely affect the business and financial performance and results of operations of the Group over the short and long term.

Economic downturn and adverse credit market conditions, whether as a result of the COVID-19 pandemic or other factors, may negatively impact the Group. In addition, the Group's access to capital, cost of capital and ability to meet liquidity needs could be adversely affected in a prolonged economic downturn or deterioration in the sectors that the Group (through its portfolio companies) has exposure to, which could further adversely impact the business, financial condition and results of operations of the Group. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group and its portfolio companies are subject to macroeconomic, strategic, financial, operational and political risks*".

***The Issuer is an investment holding company and is substantially dependent on the payment of dividends and distributions by its subsidiaries and portfolio companies, and cash receipts from disposals of its investments, for funding***

The Issuer is an investment holding company engaged in the holding and managing of its investments, its operating cash flows and its ability to meet its obligations, including the payment obligations of the Notes, are substantially dependent on upon the payment of funds by its subsidiaries and portfolio companies to it in the form of dividends, distributions or otherwise, cash receipts from disposals or divestitures of its investments and its ability to borrow. The Issuer's subsidiaries and portfolio companies are legally distinct from the Issuer and have no obligation to pay amounts due with respect to its obligations or to make funds available for such payments. Dividends and distributions (if any) are made by the portfolio companies at their discretion. The ability of the portfolio companies to pay dividends or make other distributions or payments to the Issuer is subject to, among other things, availability of profits or funds, restrictions on payment of dividends contained in each of its subsidiary and portfolio company's indebtedness and applicable laws and regulations.

***The Group's investments are subject to the Group's investment decisions, limited shareholding in portfolio companies and market conditions***

A large portion of the Group's investments are investments in equity. In relation to the Group's equity investments, the Group:

- makes equity investments in companies; and
- holds equity interests in portfolio companies to earn capital investment returns from dividends paid by such portfolio companies and from capital growth on disposal of equity in such portfolio companies.

In making an investment decision, the Group carefully identifies and selects a target company based on the business model, financial performance and outlook of the target company as well as the industry in which such target company operates in. In general, this selection process involves a systematic analysis and estimation of the target company's profitability and sustainability. The Group's investment decisions may however be flawed due to fraudulent, concealed, inaccurate or misleading statements from a target company during the course of its due diligence, which could lead the Group to inaccurately

estimate the value of the target company and thereby affect the Group's ability to make profit on such investments. In addition, the Group's understanding of and judgment of the industry that the target company operates in or its business may be inaccurate and this could result in unprofitable investment decisions.

In relation to the Group's equity investments, the Group's ability to exit from a portfolio company is subject to market conditions. The Group's portfolio companies may take a longer period than expected to become suitable for the Group to exit. As such, the Group's investment period may be longer than it anticipated, which could reduce the Group's expected returns on investment. In addition, the Group's ability to exit from an investment is also subject to capital market conditions. If the Group is unable to sell its investments during the planned disposal period, its investment returns will continue to be exposed to market risks. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group may fail to realise any profits from its investment activities or may be unable to dispose of its investments for a considerable period of time or to recover its investment costs*". In relation to the Group's equity investments, the Group may have limited control over the companies in which it has invested. Therefore, the Group may not be able to influence the business decisions of its invested companies and this could prevent the Group from making profit from such investments as anticipated. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group may fail to successfully manage the assets and subsidiaries in which the Group does not have majority interests, or the Group's relationships with its business partners*". In addition, the Group's portfolio companies may be unable to meet their obligations under the agreements entered into with the Group, which could result in the deterioration of the value of the Group's investments. In such cases, the Group's business, financial condition and results of operations could be materially and adversely affected.

***The Group may not be able to grow at a rate comparable to its historical growth rate or otherwise execute its growth strategy successfully***

The Group's strategy includes growth driven by the acquisition of or investment in portfolio companies. The Group has experienced significant growth in recent years. A large portion of its growth has been attributable to the increase in scale of the Group's existing operations through organic expansion and the broadening of the scope of its business through investments and acquisitions.

Although the Group plans to continue to grow its business through organic expansion as well as investments and acquisitions, the Group may not be able to grow at a rate comparable to its growth rate in the past, either in terms of revenue or profit. Further, the Group may not be able to execute effectively the strategies for its current and future acquired businesses. Future growth strategies which target expansion of existing business could expose the Group to additional or unforeseen costs, which may strain financial or management resources. Integration of new businesses may be costly and occupy management's time. The financial performance of investments and the economic conditions in which they operate may result in investment impairment should the recoverable amount of the investment fall below its carrying value. There is also a risk of disruption to the Group's business models due to factors that are outside the control of the Group. Such disruption could adversely impact the Group's reputation and financial performance. The severe disruption to the Australian and global economy is also likely to impact upon the Group's ability to drive its growth agenda in the short and medium term.

Further, such acquisitions may involve a number of risks inherent in assessing the values, strengths, weaknesses and growth in profitability of the relevant business or assets and it is possible that unexpected problems may arise which could have a material adverse effect on the Group's business, results of operations, financial condition and prospects. No assurance can be given as to the impact of acquisitions and investments on the Group's overall financial performance in the future. If the Group is unable to effectively manage or mitigate the abovementioned risks, its business, financial condition, results of operations and growth prospects could be materially and adversely affected.

***The Group may not be able to successfully identify and acquire suitable acquisition targets or make strategic investments***

The Group may not be able to identify suitable acquisition or investment opportunities, negotiate acceptable terms or successfully acquire identified targets or interests. The investigation of an acquisition or investment plan and the negotiation, drafting and execution of relevant conditions, disclosure documents and other instruments will usually require substantial time of and attention

from the management and incur substantial expenses for services provided by accountants, lawyers and other advisers. Prior to acquisition, the Group generally conducts due diligence that it considers reasonable and appropriate based on the facts and circumstances applicable to identified targets. The due diligence that the Group has conducted or will conduct with respect to any opportunity of acquisition may not reveal all relevant facts that are necessary or useful in evaluating such opportunity, which could subject the Group to unknown liabilities that could adversely affect its profitability, financial condition and results of operations. In addition, even if an agreement is reached relating to a specific acquisition or investment target, the Group may end the investment or acquisition plan due to factors beyond its control. If such acquisition or investment plan is not implemented, the costs incurred up to that point for the proposed transaction may not be recoverable. Furthermore, the Group may not have sufficient capital resources to complete the proposed acquisitions in the future.

The Group could also face significant management, administrative and financial challenges in achieving its key commercial objectives following any future mergers, acquisitions and strategic alliances. These challenges include but are not limited to:

- difficulties in the integration of the operations, technologies and personnel of the acquired company;
- loss of key management staff upon the merger and/or acquisition;
- diversion of management's attention away from other business concerns;
- expenses of any undisclosed or potential legal liabilities of the acquired company;
- legal, regulatory, contractual, labour or other issues that could arise from an acquisition; and
- inability to service any increased leveraged positions upon the merger or acquisition.

The risks associated with mergers, acquisitions and strategic alliances including failure to realise the expected synergies, successfully incorporate the acquired businesses and assets into the Group's existing operations or minimise any unforeseen operational difficulties could have a material adverse effect upon the Group's business, financial condition and results of operations. There is no assurance that any merger or acquisition completed by the Group will integrate successfully with the Group's existing business and operations.

### ***The Group's investments are exposed to market risk***

The Group's investment business includes investments in equity interests, which are exposed to risks arising from the fluctuation in the capital markets. The downturn of the equity market may result in a decrease of the unrealised gain of investment assets, unrealised or realised losses or impairment and a decrease of gains realised upon the disposal of such assets, any of which may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Volatility in the securities market may affect the Group's profitability, financial position and dispositions of equity securities and equity-linked assets. A decline in the stock markets may lead to a reduction of unrealised gains in such assets or result in unrealised or realised losses, impairments, and a reduction of realised gains upon the dispositions of such assets, any of which could have a material adverse effect on the Group's business financial condition, results of operations and prospects. Stock markets are subject to volatility for numerous reasons including political, economic and social conditions. These and other factors may from time to time result in significant price volatility, unexpected losses and lack of liquidity in the stock markets. A significant decrease in the prices of listed stocks that the Group has invested in, could materially reduce the value of the Group's investment portfolio. Debt securities markets are also subject to volatility. Any significant decline in debt securities markets could negatively affect the value of the Group's debt securities and have a material adverse effect on its business, financial condition, results of operations and prospects.

A certain portion of the Group's assets are valued at market prices and/or by a cost methodology and/or by a fair value methodology and/or equity accounted value methodology. If the values of such assets decrease significantly and the Group's management considers that the decrease is not temporary, impairment losses may be recognised. The recognition of asset impairment losses may have a material adverse impact on the Group's results of operations.

***The Group's investment portfolio is subject to liquidity risk which could decrease its value***

Some of the Group's investments may not have sufficient liquidity as a result of a lack of market makers, market sentiment and volatility, and the availability of cost of credit. As an investor with diversified investments, the Group may also hold significant positions in some of the listed stocks that it directly invests in, and any decision to sell or any perception in the market that it intends to sell could adversely affect the liquidity and market price of such security and, in turn, the Group's returns on investment in such security. The Group may also hold privately placed fixed income securities, PE Investments and real estate investments. If the Group is required to dispose of potentially illiquid assets on short notice, it could be forced to sell such assets at prices significantly lower than the prices it has recorded in its consolidated financial statements. As a result, the Group's business, results of operations and financial condition could be materially and adversely affected.

***The Group may from time to time dispose of and acquire assets and investments***

The Group has, in the past, acquired or disposed of assets as part of its ordinary course of business and may continue to do so in the future. Any future acquisitions or disposals by the Group, including disposals of assets that currently make significant contributions to the Group's operational results, would be effected without the consent of holders of the Notes. There can be no assurance that any such acquisitions or disposals will be successfully consummated on advantageous terms or will be consistent with the Group's overall business strategy, or at all. See also "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group may fail to realise any profits from its investment activities or may be unable to dispose of its investments for a considerable period of time or to recover its investment costs*".

***The Group may fail to realise any profits from its investment activities or may be unable to dispose of its investments for a considerable period of time or to recover its investment costs***

The Group has made and expects to continue to make significant investments in the securities of privately held and publicly traded companies, which involve significant risks. If the Group's investments do not generate revenue, profit or cash flow in time or at anticipated levels, its growth prospects, business, results of operations and financial condition may be materially and adversely affected.

Certain of the Group's investments are made in privately held companies by purchasing a portion of their equity securities. The Group holds these securities mainly for investment purposes and its principal means of realising investment returns are through privately negotiated sales or through initial public offerings of the companies invested. Generally, it takes a considerable time before the Group can sell any such investment and typically involves substantial efforts and resources to improve the management and business of such investments with a view to enhancing their value, especially when there is a plan to take such privately held companies public. Further, the Group may be prohibited by contract or by applicable securities laws from selling such securities for a period of time. In respect of the realising of the Group's investments in privately held companies:

- sales of privately held investments through privately negotiated transactions depend heavily on the Group's ability to identify suitable buyers for the particular investment. It may be difficult for the Group to find suitable buyers for the Group's investment in a privately-held company and the Group may be subject to market conditions, foreign exchange risks and regulatory approvals when exiting such investment.
- any intended sale may involve prolonged and difficult negotiations with the potential buyer, which may not materialise within a reasonable period, at an acceptable price, or at all.



- realising investment returns though the initial public offering of an investee company also involves significant uncertainties and is subject to a number of factors beyond the Group's control, including the general economic conditions, performance of the relevant industries, competitiveness of the investee company as well as the conditions in the global and regional financial and capital markets. The securities offering will also need to comply with the applicable securities laws.

The Group also invests in publicly-traded securities from time to time. The Group's ability to dispose of these investments is heavily dependent on the performance of the securities market, apart from other factors that may affect a publicly-traded company's financial performance. Market prices of publicly-traded securities tend to be volatile and subject to significant fluctuations. If the market price of the securities the Group holds declines significantly, the Group may be unable to sell any such securities at a favourable price, if at all, and may lose all or a portion of its investment amount. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group's investments are exposed to market risk*". In addition, holdings of a large number of securities may need to be disposed of over a substantial length of time, exposing the Group's investment returns to risks of downward movement in market prices during the intended disposition period, or may need to be sold via a block trade at a discount to the market price. Accordingly, the Group may be forced to either sell the securities at lower prices or hold the securities for a considerably longer period of time, which could have a material adverse effect on the Group's business, results of operations and financial condition.

***The Group's investment company portfolio may expand to new businesses and geographic markets, which may result in additional risks and uncertainties in its businesses***

The Group may grow its investment portfolio by expanding into new businesses and geographic markets. To the extent the Group makes investments or acquisitions in a new line of business, it will face numerous risks and uncertainties, including risks associated with:

- the required investment of capital and other resources;
- the possibility that the Group has insufficient expertise to engage in such activities profitably or to manage its risk exposure;
- combining or integrating operational and management systems and controls, including risk management and internal control;
- insufficient financial, operational, management and other human resources to support its new investments; and
- the broadening of the Group's geographic footprint, including the risks associated with conducting operations in foreign jurisdictions.

Investment into certain lines of business may subject the Group to new laws and regulations which the Group is not familiar with, or the Group is not currently subject to, and may lead to increased litigation and regulatory risk.

***The reputation and trading price of the securities of the Group's portfolio companies may be negatively affected by adverse publicity and other detrimental conducts, which could adversely affect the Group's exit plans and investment returns, and therefore affect the Group's business, results of operations and financial condition***

Adverse publicity concerning the Group's failure or perceived failure to comply with legal and regulatory requirements, alleged accounting or financial reporting irregularities, regulatory scrutiny and further regulatory action or litigation could harm the reputation and cause the trading price of the securities of the Group's portfolio companies to decline and fluctuate significantly, which may materially and adversely affect the Group's ability to exit its investments in these companies at its target price, or at all. The Group's portfolio companies could potentially be the target of adverse publicity and other detrimental conducts. Such conducts include complaints, anonymous or otherwise, to regulatory agencies regarding their operations, accounting, revenues and regulatory compliance. Additionally, allegations may be posted on the internet by any person or entity which

identifies itself or on an anonymous basis. If so, the Group's exit plans and investment returns, and its financial condition and results of operation will be materially and adversely affected.

***Difficult market conditions can adversely affect the Group's business in many ways, including by reducing the value or performance of its investments, which could negatively impact the Group's net income and cash flow and adversely affect its financial condition***

The Group's investments are materially affected by conditions in the financial markets and economic conditions or events in Australia and elsewhere, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including wars, terrorist acts or security operations). The Group's investments and the value of its investment are also affected by the performance of the companies in which it invests and the market conditions of the industries these companies operate in or are affected by. These factors are beyond the Group's control and may affect the level and volatility of securities prices and the liquidity and the value of its investments. The Group may not be able to manage its exposure to these conditions and/or events.

The Group may be affected by reduced opportunities to exit and realise value from its investments as lack of financing makes it more difficult for potential buyers to raise sufficient capital to purchase assets in its portfolios, by lower than expected returns on investments, which could cause the Group to realise diminished or no profit, and by the fact that the Group may not be able to find suitable investments for it to effectively deploy capital, which could adversely affect its ability to make new investments.

During periods of difficult market or economic conditions or slowdowns (which may be across one or more industries, sectors or geographies), companies in which the Group has invested may experience decreased revenues, financial losses, credit rating downgrades, difficulty in obtaining access to financing and increased funding costs. These companies may also have difficulty in expanding their businesses and operations or be unable to meet their debt service obligations or other expenses as they become due, including expenses payable to the Group. Negative financial results in the Group's portfolio companies may result in lower investment returns for its investment, which could materially and adversely affect the Group's operating results and cash flow. To the extent the operating performance of such portfolio companies (as well as valuation multiples) deteriorate or do not improve, the Group may sell those assets at values that are less than it projected or even at a loss, thereby significantly affecting the Group's performance and consequently its operating results and cash flow.

***The Group may encounter difficulties in implementing management and supervision of its portfolio companies and in integrating the operations of acquired businesses or in realising anticipated efficiencies and cost savings***

As the Group does not centrally manage the operations of its investments, it may not be able to effectively supervise its portfolio companies and investees or ensure consistent application of the Group's strategies and policies throughout the portfolio companies. In a number of portfolio companies, there are other major shareholders holding significant portions of equity interests and having great influence in their management. The Group may not be able to ensure that its strategies and policies are implemented effectively and consistently within each portfolio company. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The Group may fail to successfully manage the assets and subsidiaries in which the Group does not have majority interests, or the Group's relationships with its business partners*". In addition, due to the large number of the Group's portfolio companies, their broad geographic distribution and limitations in the Group's information systems and other factors, the Group may not always be able to effectively detect or prevent on a timely basis operational or management problems at these portfolio companies, and information available to and received by the Group's management may not be accurate, timely or sufficient for it to manage risks and plan for and respond to market and other changes in the Group's operating environment. If the Group is unable to effectively manage and supervise of its portfolio companies, or apply its strategies and policies consistently throughout the portfolio companies, the Group's business, financial condition and results of operations could be materially and adversely affected and the Group's reputation could be adversely affected.

In addition, the Group may grow its business through acquisitions. To successfully execute its growth strategy through acquisitions, the Group would need to properly manage post-closing issues,

which could be complex, time-consuming and expensive. The successful integration of acquired businesses may be affected by the size and complexity of the acquired businesses and the execution of the integration plan by local management. The Group may face unexpected delays or encounter difficulties that may require it to allocate additional resources to deal with such problems. Any such problems may impair the Group's competitiveness and growth prospect, and adversely affect the Group's business, financial condition and results of operations.

***The Group may fail to successfully manage the assets and subsidiaries in which the Group does not have majority interests, or the Group's relationships with its business partners***

The Group has an investment portfolio that includes a number of minority equity investments. As the Group generally does not have control over these minority investment companies, there is no assurance that these companies will develop according to its plans. The Group may not be able to execute successfully or fully the Group's business strategies with respect to assets or subsidiaries in which the Group does not have control over. Co-operation and agreement between the Group and its business partners are important factors for the smooth operation and financial success of the assets or subsidiaries. The Group's business partners may (a) have economic or business interests or goals that are inconsistent with those of the Group; (b) be unable or unwilling to fulfil their obligations under the relevant joint venture or other agreements; or (c) experience financial or other difficulties. Further, the Group may not be able to control the decision-making process of entities without reference to the business partners and, in some cases, it does not have majority control of the entities. There is no assurance that disputes among its partners will not arise in the future or that the controlling shareholders of such companies would take actions in the Group's best interest that could adversely affect such assets or subsidiaries. In the event of such disputes, the operations of such companies may be adversely affected, and the Group may be forced to take actions, including arbitration and litigation, to resolve such disputes. These actions could result in substantial costs, divert the Group's management resources and adversely impact its reputation. The outcome of any such arbitration or litigation cannot be guaranteed. If any of the foregoing were to occur, the values of the Group's equity interests in companies that it does not control could materially adversely affect the Group's financial condition and cash flows could suffer as a result.

***The Group relies on an external investment manager to manage some of its investment portfolios***

Whilst the Group strives to use reputable service professionals with a sound track record and expertise, the Group cannot assure investors that the services rendered by these service professionals will be satisfactory or match the Group's quality expectations. If the performance of such service professionals is unsatisfactory, or if such service professionals are in breach of their contractual obligations, the Group may need to find a replacement or take actions to remedy the situations, which could materially and adversely affect the Group's investments and business.

***The Group's corporate structure, which consists of a large number of companies in multiple business lines, exposes the Group to challenges not found in companies with a single business line, such as conflicts of interest among business segments***

The Group has investments in a diverse portfolio of assets across a range of industries and asset classes including telecommunications, mining, building products and other investing activities (encompassing listed equities, private equity, property and fixed income). The Group's portfolio companies operate in multiple industries, including several publicly-traded companies with unrelated businesses. Due to the diverse characteristics of the Group's portfolio companies, the Group faces challenges not found in companies with a single business line. In particular:

- the Group (through its portfolio companies) is exposed to business, market and regulatory risks relating to different industries. The Group needs to devote substantial resources to monitor changes in different operating environments so that it can react with appropriate strategies that fit the needs of the portfolio companies affected.
- due to the large number of portfolio companies involved, a successful operation of the Group requires an effective management system that emphasises accountability, imposes financial discipline on portfolio companies, and creates value-focused incentives for management. As the Group continues to grow through acquisitions of businesses in an increasing number of different industries, the Group's operations will

become more complex, which may increase the difficulty of implementing its management system.

- as several of the Group's principal portfolio companies are publicly traded, transfers of funds into or out of these companies are subject to various regulatory restrictions. Intra-group transactions may also be subject to applicable listing requirements, such as the issuance of press notices, the obtaining of independent shareholders' approval at general meetings and disclosure in annual reports and accounts. Portfolio companies with funding needs may not be able to obtain financial support from the Group in a timely manner.

Further, the Group's portfolio companies in different business segments may determine that it is in their shareholders' interests to pursue business ventures together. The Group cannot assure that such business ventures will be successful or generate the synergies expected, if any. The successful completion of this type of transaction will depend on several factors, including satisfactory due diligence findings and the receipt of necessary regulatory approval, among others. If the Group fails to complete such business ventures or they prove to be unsuccessful, the Group's relevant business segments may be adversely affected.

The Group's management may experience difficulties ensuring sufficient attention and support are provided to each of its business segments. In addition, it may be difficult for the Group to concentrate on the in-depth development of the non-core businesses, which by extension may prevent the Group from pursuing leading positions in the respective markets.

#### ***Rapid growth may strain the Group's management and operating resources***

As the Group continues to grow its business by growing its existing principal portfolio companies as well as investment portfolio, the Group's operations have become more complex, and its management's responsibilities have correspondingly increased. The Group's managerial and operational resources could become strained as a result of its growth. If the Group fails to retain or identify and attract additional management capability and operating personnel, the Group's ability to successfully grow its business will be adversely affected.

#### ***The Group's voting interests in its portfolio companies may be diluted***

The Group's voting interests in its portfolio companies that are not currently publicly traded may be diluted if these entities become publicly traded.

In addition, the Group's portfolio companies may from time to time need additional capital to achieve their expansion plans or other business objectives and may issue additional shares or other equity securities to meet their capital needs. The Group may choose not to, or be unable to, subscribe for the securities offered in any such additional issuances by its portfolio companies. If the Group fails to subscribe for additional securities of a portfolio company on a pro-rata basis consistent with its existing shareholding in such company, the Group's equity interest in the company will be diluted.

The Group's voting interests in its portfolio companies could also be diluted as a result of the exercise, redemption or conversion of stock options or equity-linked instruments. A dilution of the Group's equity interest in a portfolio company would reduce its share of the profits earned by such portfolio company, which may have an adverse effect on the Group's results of operations. Further, if the Group's ownership was reduced significantly, it may reduce the Group's representation on such company's board, or otherwise reduce the Group's ability to direct or influence the operations of that company.

#### ***The Group's growth depends on the implementation of its strategy to allocate capital, to make investment decisions and to discover, maintain and grow assets suited to its capabilities and strategy***

The strategy of the Group includes having the capabilities, commodities and assets to create long-term value and high returns. While the Group seeks to design and implement the right strategy at the right time, it may not always be effective in doing so. The Group's decisions and actions relating to the allocation of capital across asset or reserve discovery, acquisition, maintenance, growth, development or divestment impact its financial performance and financial condition.

Changes in the Group's portfolio, missed opportunities to invest or a failure to effectively allocate capital or achieve expected returns from existing assets or growth investments have impacted the Group's performance in the past and may in the future lead to, among other things:

- loss of value, for example, due to incorrect or changing assumptions (including those related to commodity prices) used to assess growth or investment opportunities;
- failure to achieve expected commercial objectives from assets or investments, including cost savings, sales revenues or operational performance, resulting in value loss;
- poor performance of current assets due to over-investment in growth capital at the expense of non-discretionary sustaining capital (for example, delaying asset maintenance tasks to free up capital for growth projects resulting in production losses);
- unexpected costs or liabilities of an investment due to poor regulatory conditions in a new region, or inherited liabilities of acquired assets or entities (such as legacy asset rehabilitation or legal dispute costs);
- adverse market reactions (for example, to businesses associated with production or use of coal) resulting in a potential impact to the Group's reputation, social value or its ability to retain the confidence of external stakeholders and shareholders to execute its strategy;
- not investing in opportunities due to increased debt levels resulting in a lack of available growth capital;
- missed investment opportunities due to a failure to understand potential new developments or identify major trends;
- financial write-downs;
- loss of overall value at an asset due to the pursuit of the incorrect strategy (for example, investing in growth projects in a commodity that may have deteriorating demand fundamentals, such as coal);
- lack of diversified production base, increasing exposure to large single-event risks (for example, too much reliance on Australian-based assets or particular commodities) that may result in loss of value or reduced cash flows; or
- inability to retain or attract key staff who are critical to the successful design and implementation of the Group's strategy, including in relation to the allocation of capital and growth in the Group's business.

There is no assurance that the Group's investment approach and strategies will be effective in mitigating any of the above potential risks. The occurrence of any such events would have a material adverse effect on the Group's results, financial position and prospects.

***The Group's property investments may be affected by illiquidity***

The Group's investments in real estate may be illiquid depending on, among other things, the prevailing property market conditions. Such illiquidity may affect the Group's ability to vary the size and mix of its investment portfolio or its ability to liquidate part of its assets in response to changes in economic, real estate market or other conditions. These factors could affect the Group's gains from realisation of its investments in its properties, including, for example, the value at which the property may be disposed. These factors could have an adverse effect on the Group's business, financial condition, performance and prospects.

***The Group is exposed to terrorist attacks, other acts of violence or war and adverse political developments***

Terrorist attacks over the last few years, including in the U.S., France, Germany and the United Kingdom amongst others have resulted in substantial and continuing economic volatility and social unrest globally.

The political unrest in certain regions in Asia and terrorist attacks such as those in Thailand and other areas of Asia, have exacerbated this volatility. Further developments stemming from these events or other similar events could cause further volatility. The direct and indirect consequences of any of these terrorist attacks, armed conflicts or adverse political developments are indeterminable, and the Group may not be able to foresee events that could have an adverse effect on the results of its business operations.

An increase in the frequency, severity or geographic reach of terrorist acts could destabilise the economies in which the Group operates. Any additional significant military or other response by the U.S. and/or its allies, or other countries, or any further terrorist activities could also materially and adversely affect international financial markets and the economies in which the Group operates, and may adversely affect the Group's results of operations and prospects.

***High levels of payment defaults by portfolio companies could materially and adversely affect the Group's business, results of operations, financial condition and future financial performance***

The Group has a diversified investment portfolio across different asset classes, including by way of corporate loans to portfolio companies. Accordingly, the Group is subject to risks of default by the portfolio companies which include default or delays in repayment of principal and/or interest on the corporate loans. The portfolio companies may default on their obligations as a result of various factors, including certain external factors which may not be within the Group's control such as developments in the economy, movements in global markets, changes in interest rates and changes in regulation. The portfolio companies may also be adversely affected by factors such as, insolvency, lack of liquidity, lack of business or operational failure. If these portfolio companies fail to repay the loans in a timely manner, or at all, the Group's financial condition and results of operations will be adversely affected. To the extent that the Group is not able to adequately manage the risks associated with such loans, it may be difficult for the Group to make recoveries on these loans. In addition, the Group may experience higher delinquency rates due to prolonged adverse economic conditions or a sharp increase in interest rates. An increase in delinquency rates could result in a reduction in the Group's total interest income and may, in certain cases, be required to make provisions or write-off such loans. Any of such events could have a material adverse effect on the Group's business, results of operations and financial condition.

**Credit, liquidity and financial risks**

***The Group is subject to the credit risk of its counterparties***

Credit risk is the risk that a counterparty fails to perform its contractual obligations under a financial instrument and this results in a loss to the Group. Credit risk arises from cash and cash equivalents, derivative financial instruments and deposits with banks and financial institutions, long term equity investments provided to the bank as security for short term debt as well as credit exposure to export and domestic customers, including outstanding receivables and committed transactions.

The Group's counterparties may default on their obligations to it due to insolvency, bankruptcy, lack of liquidity, economic downturns, operational failure, fraud or other reasons. The Group is also subject to the risks that its rights against these counterparties may not be enforceable under all circumstances. In addition, the Group is also exposed to the credit risks in relation to its investments, including a decrease in the fair value of securities that it owns, a downgrade in credit ratings of securities it owns and the credit risks of counterparties in its investment activities. There is no assurance that the Group's assessments and measures to monitor counterparty risks will accomplish its risk management objectives. To the extent that the Group's credit assessment proves inadequate to assess risks involved in its financing transactions, or to the extent that the creditworthiness of the Group's counterparties deteriorates, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

As a result of the COVID-19 pandemic, the Group's debtors are subject to an increased risk of failure to meet their payment obligations as well as increased risk of insolvency and bankruptcy. The Group cannot predict, as time passes, the degree of impact that COVID-19 will have on the ability of the debtors to meet their obligations. Should the Group's debtors be unable to meet their obligations to the Group, the Group's cash flows, results of operations and financial condition could be materially and adversely affected.

There is a risk that the impact of the COVID-19 pandemic on the Group's customers and counterparties is more significant than anticipated. If customer and counterparty default rates are higher than expected,

or payments take longer than expected, the liquidity position and financial condition of the Group will be materially and adversely affected. Any material increase in the Group's provision for bad debt would have a corresponding effect on the Group's results of operations and related cash flows.

***The Group's historical consolidated financial information may not be indicative of its future results of operations***

The Group's historical consolidated financial information must be evaluated in light of the impact of the significant changes in the Group's portfolio that have occurred in the periods covered in the financial statements included in this Offering Circular. The Group cannot assure that the historical financial information will be indicative of what the Group's results of operations, financial condition or cash flow will be in the future. In particular:

- the Group's scale of operations has grown significantly in recent years, a large part of which has been attributable to investments and acquisitions; and
- the Group may fail to consolidate some of its existing subsidiaries if its voting interests in them are diluted further.

Investors should note that the Group's financial information is not intended to represent or predict the results of operations of any future periods. The Group's future results of operations may change materially if its future growth does not follow the historical trends for various reasons, including changes of the Group's business operation and direction as well as factors beyond its control, such as change in economic environment, rules and regulations of the relevant jurisdictions and the domestic and international competitive landscape of the industries in which the Group operates its business and invests in.

***The Group may incur additional indebtedness in the future, which could adversely affect its financial condition and its ability to generate sufficient cash to satisfy its outstanding and future debt obligations***

As at 31 July 2020, the Group's total consolidated interest-bearing bank and other borrowings amounted to A\$834.4 million and total contingent liabilities amounted to A\$50.7 million. Such indebtedness could, among other things:

- require the Group to dedicate a substantial portion of its cash to servicing and repaying indebtedness, thereby reducing the availability of cash flow to fund working capital, capital expenditure and other general corporate purposes;
- if the Group is held to be in breach of any financial or other covenants contained in any of its financing arrangements, its obligations may be accelerated and it may be required to immediately repay its borrowings either in whole or in part;
- fluctuations in market interest rates may adversely affect the cost of the Group's borrowings, as some of its indebtedness including long term loan from banks are at variable interest rates;
- increase the Group's vulnerability to adverse general economic and industry conditions;
- limit the Group's ability to borrow additional funds; and
- increase additional financing cost.

In the event that additional indebtedness is incurred, the above-mentioned risks that the Group and its portfolio companies face could intensify.

The Group's ability to generate sufficient cash to satisfy its outstanding and future debt obligations will depend on its future operating performance as well as the operating performance of its portfolio companies, which will be affected by prevailing economic conditions and financial, business and other factors, many of which are beyond the Group's control. The Group may not be able to generate sufficient cash flow to meet its anticipated expenses and to service its payment obligations as they become due. In the event that the Group is unable to service its indebtedness, it will be forced to adopt an alternative strategy that may include actions such as reducing or delaying capital expenditures, selling assets,

restructuring or refinancing its indebtedness or seeking equity capital. These strategies may not be instituted on satisfactory terms, if at all.

The Group has mortgaged or pledged certain assets, including but not limited to securities of its portfolio investments, to secure some of its borrowings. If the Group defaults on such borrowings, the relevant mortgagees or pledgees may foreclose such assets that have been mortgaged or pledged. In addition, certain of the Group's financing arrangements impose operating and financing restrictions on its business. These provisions may negatively affect the Group's ability to react to changes in market conditions, take advantage of business opportunities it believes to be desirable, obtain future financing, fund needed capital expenditures or withstand a future downturn of its business. Any of these could materially and adversely affect the Group's ability to satisfy its obligations under the Notes and other debt.

***The Group may require additional funding in order to achieve its business objectives and to meet its financial obligations when they fall due and may not be able to obtain it on favourable terms or at all***

To the extent that the Group's existing sources of capital are not sufficient to satisfy its needs, it may need to seek external sources.

The inability to maintain a strong balance sheet or to secure new capital or credit facilities or supports (from time to time) on favourable terms could impact upon the Group's operational and financial performance and the ability to meet its ongoing liquidity needs.

There is no certainty as to the availability of financing facilities or that the Group would be able to obtain such additional funding on favourable terms, if at all, and further interest charged on these financing facilities may have a material effect on the Group's business, results of operations and financial condition. Any funding shortage could limit the Group's ability to respond to changing market conditions or to grow its business, make it more vulnerable to adverse economic and industry conditions, and place it at a competitive disadvantage compared to its competitors with less indebtedness.

Factors that may affect the Group's access to funding or cause an increase in its funding costs include, among other things:

- the financial and financial regulatory environments, which have impacted global financial markets and credit institutions since 2008 and are currently in flux due to the COVID-19 pandemic and varying responses thereto by the governments, central banks and regulators;
- adverse changes in global equity or credit market conditions;
- adverse changes in the Group's operating results, financial condition or cash flows;
- deterioration of the Group's creditworthiness;
- currency movements, interest rate increases or volatility or other potential market disruptions;
- a decrease in bank appetite for risk as a result of tightened lending standards, regulatory capital requirements or otherwise;
- changes in policies of financial institutions that limit or prohibit the provision of funding to entities that are not carbon neutral. See "*Risk Factors – Risks Relating to the Group – Climate-related risks – The Group is exposed to risks associated with changes in climate patterns through its investments, as well as risks arising from policy, regulatory, legal, technological, market or other societal responses to the challenges posed by climate change*";
- inability to access or closure of international capital markets; and
- government decisions in relation to the ongoing availability and financing programmes to support industries and companies impacted by the COVID-19 pandemic.

Future debt financing, if it can be obtained, could include additional financial covenants and other terms that restrict the financial flexibility of the Group's business.



There is no guarantee that equity or debt funding will be available to the Group on favourable terms or at all or that, when an existing facility expires or is otherwise terminated (for example, due to an event of default), the Group will be able to refinance that debt facility on reasonable terms. In addition, offerings of equities could also have an adverse effect on the financial position or voting power of any individual shareholder.

Developments in global financial markets, such as the impact of the COVID-19 pandemic, may adversely affect the liquidity of global credit markets and the Group's access to those markets. Recently, the COVID-19 pandemic has led to significant disruptions and volatility in global capital markets. Although the U.S. Federal Reserve, the European Central Bank and other central banks have lowered policy rates and/or adopted stimulus measures, which have lowered interest rates on government bonds, widespread uncertainty in the global financial markets has widened certain corporate bond spreads. As a result, the cost of capital for issuers accessing the international debt markets has trended substantially upwards. This may have a material adverse effect on the Group's future financial performance and position.

### **Climate-related risks**

***The Group is exposed to risks associated with changes in climate patterns through its investments, as well as risks arising from policy, regulatory, legal, technological, market or other societal responses to the challenges posed by climate change***

The Group is exposed to a broad range of climate-related risks arising from the physical and non-physical impacts of climate change through its investments. The impacts of climate change may materially and adversely affect the value of the Group's investments, in particular, the carrying value of its investments in mining, natural resources and significant energy users.

Growing worldwide public concerns over greenhouse gas emissions ("GHG") and climate change, as well as increasingly strict regulations in this area, could materially adversely affect the business of the Group's portfolio companies in mining and natural resources. The scientific community has established a link between climate change, global warming and increasing GHG concentration in the atmosphere. International efforts to limit global warming have led, and this is expected to continue to lead, to new laws and regulations designed to reduce GHG emissions that are expected to bring about a gradual reduction in the use of fossil fuels over the medium to long-term, notably through the diversification of the energy mix. This trend could accelerate as a number of governments throughout the world have formally pledged to reach net-zero emissions by 2050 or earlier, which may lead to a tightening of various measures to constrain use of fossil fuels and this trend could increase both in breadth and severity if more governments follow suit.

Governmental institutions have responded to the issue of climate change on two fronts: on one side, governments can both impose taxes on GHG emissions and incentivise a progressive shift in the energy mix away from fossil fuels, for example, by subsidising the power generation from renewable sources; on the other side they can promote worldwide agreements to reduce the consumption of hydrocarbons. Some governments have already introduced carbon pricing schemes, which can be an effective measure to reduce GHG emissions at the lowest overall cost to society. Any new regulations in this area is expected to lead to additional compliance obligations in relation to the release, capture and use of carbon dioxide, which will in turn result in increased cost of compliance as well as project costs by the relevant portfolio companies.

Strengthened global response to the threat of climate change and further measures and policies introduced by governments to target the reduction of GHG emissions will likely reduce local demand for fossil fuels in the long-term, thus negatively affecting global demand for coal, oil and natural gas. The business of the portfolio companies in mining and natural resources depends on the demand for minerals, oil and gas. If existing or future laws, regulations, treaties, or international agreements related to GHG and climate change, including incentives to conserve energy or use alternative energy sources, technological breakthrough in the field of renewable energies or mass-adoption of electric vehicles trigger a structural decline in the worldwide demand for coal, oil and natural gas, the results of operations and business prospects of the portfolio companies in mining and natural resources may be significantly and adversely affected. As a result of these trends, climate-related risks could have a material adverse effect on such portfolio companies' results of operations, cash flow, liquidity, business prospects, financial condition as well as shareholder returns, including dividends, which in turn, materially and adversely impact the Group's carrying value of its investments.

In addition, global pressure for stronger climate action may also result in third parties, such as financial institutions, insurance companies and investors, introducing policies adverse to the Group's

investments in industries which are not carbon neutral, such as coal, oil and gas industries. For example, certain banks and insurance companies have announced that they will phase out financing of coal based businesses so as to align their business practices to fight climate change. The Group has investments in and may in the future continue to invest in industries which are not carbon-neutral. Any such events may materially adversely affect demand for the Group's securities, including its shares and debt securities, as well as the Group's ability to obtain financing and/or raise capital which could in turn adversely affect the Group's investments, business, results of operations, financial condition and prospects. Furthermore, certain insurance companies have also announced changes to their insurance offerings, for example, ceasing to underwrite risks for companies that generate revenue from coal mining or that generate energy from coal. This trend could have a material adverse effect on the ability of the Group's portfolio companies which are engaged in businesses that are not carbon neutral to obtain adequate insurance coverage for their business. Such portfolio companies may have to bear the costs of any uninsured risk or uninsured amount, which could have a material and adverse effect on their business, financial condition, results of operations and prospects, which will in turn, materially and adversely impact the Group's carrying value of its investments.

### ***Internal Control risks***

#### ***Operational risks may disrupt the Group's business, result in losses and limit its growth***

The Group relies on the capacity and reliability of the communication, information and technology systems supporting its operations. Operational risks such as human processing error or interruption of the Group's financial, accounting, trading, compliance and other data processing systems, whether caused by fire, other natural disaster or pandemic, power or telecommunications failure, cyber-attack, act of terrorism or otherwise, could result in a disruption of the Group's business, regulatory intervention or reputational damage, and thus materially adversely affect its business. There is no assurance that the Group's back-up systems, back-up procedures and capabilities are adequate in the event of failure or interruption.

The disruption caused to operations as a result of the COVID-19 pandemic, and the Group's increased dependency on remote working arrangements (for roles that could be performed remotely) places a significant increase in the reliance on the performance and availability of the Group's remote working and collaboration systems and interruption to these services could have an adverse impact on the Group's operations, financial performance and reputation.

#### ***If the Group's techniques for managing risk are ineffective, the Group may be exposed to material unanticipated losses***

In order to manage the significant risks inherent in the Group's business, the Group must maintain effective policies, procedures and systems that enable the Group to identify, assess and manage the full spectrum of its risks including market, fiduciary, operational, legal, regulatory and reputational risks. The Group's risk management methods may prove to be ineffective due to their design or implementation, or as a result of the lack of adequate, accurate or timely information or otherwise. If the Group's risk management efforts are ineffective, the Group could suffer losses that could have a material adverse effect on its financial condition or operating results.

#### ***The Group is dependent on its directors, key management team and skilled employees***

The Group's operating and financial success is dependent upon the experience of its directors, key senior management and staff generally. The loss of any key personnel, as well as high staff turnover could cause disruption to the conduct of the Group's business in the short term and negatively affect the Group's operating and financial performance. Further, the Group's operations, performance and reputation could be adversely affected if the Group is unable to attract staff or were to lose key staff members which it was unable to replace with equally qualified personnel.

The Group is substantially dependent on the continuing service of its managing directors as well as other key executives. The loss of key executives or the delay in their replacement, or the inability to attract key executives with the requisite skills and experience, could materially and adversely affect the Group's ability to implement its business strategies.

The Group's success also depends on the continued efforts and ability to hire and retain skilled professionals (including, for example, investment professionals) with the requisite industry and/or technical experience. For example, the Group is dependent on its investment professionals who are

responsible for the Group's investment strategies, identifying and executing the Group's investments, and such professionals also have valuable business networks which may lead to investment opportunities. The dynamic and rapid changes in the Group's industry requires the Group's skilled professionals to keep abreast of changing industry standards and trends to adapt to the changing requirements and business environment.

Competition to attract such skilled professionals and personnel is intense and there is no assurance that the Group will be successful in retaining or attracting skilled professionals and the lack of availability of such skills may materially and adversely affect operations, performance and reputation of the Group. Efforts to retain or attract skilled professionals may result in significant additional expenses, which could adversely affect the Group's profitability.

***The Group is exposed to risks involving an inadequacy or failure of its internal controls and internal audit processes***

There is a risk that a failure or inadequacy of internal controls, people or procedures, or external events, may give rise to failures or disruptions in operational systems and controls. Such events may include but are not limited to fraud, security failures, unavailability of products and services, the loss of data belonging to the Group, manual processing errors and unauthorised access to systems or premises. Such failures may have an impact on the Group's reputation or ability to attract and retain key personnel, and may subsequently impact upon the financial performance and position of the Group.

**Legal and compliance risks**

***The Group is subject to various legislation and regulations***

The Group through its wholly owned and unlisted investments is subject to the laws and regulations of Australia and other jurisdictions in which they operate. These laws and regulations affect or may affect the Group's activities and those of its portfolio companies including, areas of labour, advertising, digital content, real estate, billing, telecommunications, intellectual property ownership and infringement, tax, environment and health and safety. For example, Round Oak Minerals, one of the Group's portfolio companies which engages in zinc, copper and gold mining activities, may require certain exploration permits and mining permits for its mining operations. In addition, New Hope Corporation, one of the Group's portfolio companies, which operates the New Acland mine, is in the process of obtaining the requisite mining leases and associated water licence for the stage 3 expansion of the New Acland mine. The delay in the grant of the requisite approvals by the Queensland government is due to, among other things, certain ongoing legal proceedings undertaken by Oakey Coal Action Alliance to oppose the stage 3 expansion of the New Acland mine. Failure by New Hope Corporation to obtain the necessary approvals and permits for the stage 3 expansion of the New Acland mine could have a material adverse effect on its business, results of operations and financial condition, which may in turn materially and adversely impact the Group's carrying value of its investment in New Hope Corporation. Failure to obtain the necessary regulatory permits, licences and approvals for any of the Group's or its portfolio companies' activities could result in an inability to operate and may adversely affect the Group's investments returns and in turn its results of operations and financial condition. In addition, failure to comply with applicable regulations could result in the imposition of sanctions on the Group or its portfolio companies, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, revocation of licences and permits, operating restrictions and criminal proceedings and prosecution, any of which could have a material adverse impact on the business, results of operations and financial condition of the Group and its portfolio companies.

Compliance with these laws, regulations and similar requirements may be onerous and expensive, and they may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance. This increases the costs of doing business, and any such costs, which may increase in the future as a result of changes in these laws and regulations or in their interpretation could individually or collectively result in a change or a limitation to the business practices, which may in turn affect the Group, its business operations and/or its financial performance or have other unforeseen implications.

Regulatory action against the Group under legislation and government policy may adversely affect the Group. The Group cannot guarantee that its operations and policies will be deemed compliant by all applicable regulatory authorities. In the event the Group's control should fail or is found to be non-compliant for other reasons, the Group could be subject to fines and/or penalties, civil and criminal claims, litigation and other proceedings, which could have material adverse impact on the Group's business, financial condition, results of operations, reputation and brand value. Further, if such

regulations, requirements or policies/procedures are not enforced equally against the Group's competitors in a particular market, the Group's compliance may put the Group at a competitive disadvantage *vis-a-vis* competitors who do not comply with such regulations, requirements or policies/procedures.

The COVID-19 pandemic has led to increased government action around the world. Varying responses to the pandemic at all levels of government have amplified pre-existing differences in policy and standards between and within countries and may continue to do so. Increased government action has resulted in and may continue to result in heightened legal obligations in relation to, for example, the provision of a safe and healthy workplace, management of personal health-related data, and public health and emergency management. In addition, community, investor and regulator expectations as to corporate governance requirements for the Board to satisfy its fiduciary duties in response to the pandemic have changed and may continue to change. Any actual or perceived failures to comply with these heightened legal obligations or changes to policies, standards or other requirements or expectations, whether intentional or unintentional, could result in litigation or enforcement action, fines or penalties and reputational damage (such as criticism from the Group's stakeholders, including investors). There is no assurance that the Group's governance and compliance processes are adequate to identify or prevent misstatements or fraud or prevent potential breaches of law, accounting or governance practice.

The Group's exposure to risks associated with legal, regulatory, ethics and compliance issues may increase given changes in the external environment. These risks could be exacerbated by the COVID-19 pandemic, as well as by the continuing response of governments and society to ethical and cultural failings within large corporates. Exposure to these risks may also increase in the event of additional investment and activity in higher risk jurisdictions. The impacts of the COVID-19 pandemic on such jurisdictions may amplify those risks.

***The Group is subject to the risk of investigations, disputes and legal proceedings***

The risk of litigation and claims is a general risk that applies across the Group's businesses. The Group operates its businesses in various locations and jurisdictions and may from time to time in the ordinary course of business receive enquiries from various regulators and government bodies and is also subject to various claims and litigation from third parties.

The Group may be subject to litigation, class actions (including consumer / customer class actions, securities / shareholder class actions), and other claims and disputes in the course of its business in each of the jurisdictions it operates, including contractual disputes, indemnity claims, personal injury claims, regulatory enforcement actions, claims in relation to compliance with laws including taxation, sanctions, anti-money laundering and anti-bribery, claims in relation to technology failures, data breaches and information security incidents. The Group may become subject to intellectual property infringement claims, including patent, copyright, trade secret, and trademark infringement claims. Litigation may be required to determine the validity and scope of the intellectual property rights of others.

The Group may also be subject to litigation and claims by employees individually, or as part of a class action or a trade union organisation, or investigations and enforcement proceedings by regulatory bodies, in the various jurisdictions in which it operates, in respect of employment related matters such as employment disputes, occupational health and safety, compliance with employee awards or entitlements (including underpayment of wages, overtime or other entitlements), wrongful dismissal or termination claims, discrimination, harassment and bullying, and/or claims regarding the status of certain employees and/or contractors of the Group. The risk of employee disputes may be heightened having regard to the Group's response to the COVID-19 pandemic in various jurisdictions and volatility in global markets.

Damages (or any other awards, orders, penalties or costs) under any such litigation may be material or may be indeterminate, and the negative outcome from litigation or the cost of responding to potential or actual litigation or investigation can have a material adverse impact on the financial performance, financial position, operations and reputation of the Group. Defence and settlement costs can be significant, even in respect of claims that have no merit, and can divert the time and attention of the management away from the business. In addition, the adverse publicity surrounding such claims (particularly in relation to shareholder or employee class actions or regulatory action) may have a material adverse effect on the Group's business and prospects. Any litigation, class actions, claims or disputes, including the costs of settling claims and operational impacts, could materially adversely affect the Group's business, operating and financial performance.

## General business risks

### ***The Group is subject to changes in accounting policy***

The Group must report and prepare financial statements in accordance with prevailing accounting standards and policies. There may be changes in these accounting standards and policies in the future which may have an adverse impact on the Group. The Group has previously and will continue to assess and disclose, when known, the impact of adopting new accounting standards in its periodic financial reporting. The Group's financial statements comply with Australian International Financial Reporting Standards ("AUS IFRS") and other Australia accounting standards and authoritative notices that are applicable to entities that apply AUS IFRS as established by the Australian Accounting Standards Board (the "AASB"). These accounting practices, standards and notices are out of the control of the Group. From time to time, the AASB may introduce new or refined accounting standards which may affect the future measurement and recognition of key income statement or statement of financial position items. Such changes may also be as a result of harmonisation of AUS IFRS with international accounting standards. There is also a risk that interpretations of existing AUS IFRS, including those relating to the measurement and recognition of key income statement and statement of financial position items, may differ.

### ***Acts of God, acts of war and terrorism, riots, epidemics and other disasters could affect the Group's business, financial condition, results of operations, performance and prospects***

The Group's business is subject to general and social conditions. Natural disasters, epidemics, acts of God and other disasters that are beyond the Group's control may materially and adversely affect the economy, infrastructure and livelihoods of the people in the jurisdictions which the Group operates in. The Group's business, results of operations and financial condition may be materially and adversely affected if natural disasters occur.

Epidemics and pandemics threaten people's lives and may materially and adversely affect their livelihood as well as their living and consumption patterns. Some cities where the Group or its portfolio companies operate have previously been affected by, or may be under the threat of, contagious diseases such as Severe Acute Respiratory Syndrome (SARS), H5N1 avian flu, H1N1 human swine flu, Middle East respiratory syndrome, Zika fever and COVID-19. An epidemic, a pandemic or an outbreak of contagious disease may result in a public health crisis and restrict the level of business activity in affected areas, which in turn could adversely affect the Group's and its portfolio companies' business, financial condition and results of operations. The SARS outbreaks in Hong Kong, the PRC and other Asian countries in 2003 had a material adverse impact on the economies of many of the affected regions. From 2006 to 2008, there have also been outbreaks of the H5N1 virus or "Avian Influenza A" among birds, in particular poultry, as well as some isolated cases of transmission of the virus to humans. In 2009 and 2010, there have also been outbreaks among humans of the H1N1 human swine flu, also known globally as influenza A (H1N1). Since December 2019 and up to the date of this Offering Circular, there is an on-going global outbreak of COVID-19. See "*Risk Factors – Risks Relating to the Group – Risks relating to the Group's business – The COVID-19 pandemic has materially adversely affected markets and global trade, and may adversely impact the Group's business and financial performance for the foreseeable future*".

Apart from the on-going outbreak of the COVID-19 pandemic, there can be no assurance that there will not be another significant outbreak of a highly contagious disease in the future in the regions where the Group or its portfolio companies operate or that may affect them. Nor can there be any assurance that any precautionary measures taken against such outbreak will be effective. If there were another outbreak, together with any possible travel restriction and/or quarantine, the regional or national economy of affected regions or countries may be adversely and materially affected and business activities may be suspended, which could result in material disruptions to the Group's operations and the operations of its portfolio companies, which in turn may adversely affect the Group's investments, financial condition and results of operations.

Acts of war and terrorism may cause damage or disruption to the Group, its business, employees or premises, or its portfolio companies and their business, any of which may materially and adversely impact the Group's revenue, financial condition and operating results. Potential war or terrorist attacks may also cause uncertainty and cause the Group's and its portfolio companies' business to suffer in ways that cannot currently be predicted.

### ***The Group's insurance coverage may not be adequate***

The Group has taken up insurance policies for risks in accordance with industry standard. However, there is no assurance that the Group's existing coverage will be sufficient to compensate it against all losses. There are certain types of risks that are not covered by the insurance policies because they are either uninsurable or not economically insurable, including acts of war and acts of terrorism. If such events were to occur, the Group may have to bear the costs of any uninsured risk or uninsured amount, which can have a material and adverse effect on its financial position, results of operations and prospects.

### ***The Group is subject to changes in taxation laws***

A change to the current taxation regime in Australia or overseas, including changes in interpretation or application of the law by courts or taxation authorities, may affect the Group or its shareholders. Tax liabilities in respect of holding the Notes are the responsibility of each individual holder of the Notes.

The Group's tax position is based on current tax law and an understanding of the practice of the relevant tax authorities in respect of the application of that law. An interpretation of taxation laws by the relevant tax authority that differs from the Group's view of the application of those laws may reduce the pool of tax losses available or increase the amount of tax that is payable by the Group. There is also the potential for changes to Australian and international taxation law including changes in the interpretation or application of the law by the courts or tax authorities in the jurisdictions in which the Group operates that may impact the Group's tax position, which in turn may impact the rate and type of taxation to which the Group is subject as well as the Group's financial performance. In addition, the Group may from time-to-time be subject to reviews, audits or investigation from relevant tax authorities, the outcome of which may impact the amount of tax payable by the Group and impact the financial performance of the Group.

### ***The Group is subject to foreign exchange risks***

The Group's investment portfolio companies operate internationally and are exposed to foreign exchange risk arising from currency exposures on future cash flows. The Group actively measures these exposures and manages some of that exposure through currency hedges and derivative contracts. However, notwithstanding those measures, the movement of foreign exchange rates and/or any other economic factors could still have an adverse effect on the Group's operating and financial performance.

The Group consolidates results of its overseas investments into Group results which is reported in Australian Dollars. The performance of overseas investments, when converted into Australian Dollars and reported in the Group's consolidated financial statements, may vary due to the movement of foreign exchange rates. This is particularly significant in the current uncertain economic climate and recent fluctuations and volatility in the value of the Australian Dollar. Any such fluctuations could diminish the impact of positive results or increase the impact of negative results recorded in the Group's financial statements.

While the Group hedges a portion of its foreign currency exchange rate exposure through derivative instruments based on the Group's risk management policy, the Group does not seek to hedge all of its foreign currency exchange rate exposure. There can be no assurance that the Group's hedging activities will be successful in mitigating the impact of exchange rate fluctuations.

In addition, significant volatility in exchange rates may increase the Group's hedging costs, limit its ability to hedge its exchange rate exposure, particularly against unfavourable movements in the exchange rates of certain emerging market currencies, and could have an adverse impact on the Group's results of operations, particularly the Group's profitability. Any of the factors above may have a material adverse effect on the Group's business, financial condition and results of operations.

### ***The Group is exposed to interest rate risk***

The Group has cash balances placed with reputable banks and financial institutions. In addition, the Group has also incurred indebtedness to finance its operations. Changes in interest rates will affect borrowings which bear interest at floating rates. Any increase in interest rates will affect the Group's costs of servicing borrowings, and may affect the relative strength of the Australian Dollar against other currencies (including, but not limited to, the Australian Dollar and the U.S. dollar as well as the Australian Dollar and the Euro), each of which could materially and adversely affect the Group's earnings, financial performance and position. Changes in interest rates will have an impact on interest-earning investments

held by the Group, where a reduction in interest rates will reduce the interest income earned, which could materially affect the Group's earnings, financial performance and position. The Group's hedging policy may not be adequate to cover the Group's exposure to interest rate fluctuations and this may result in a large interest expense and a material adverse effect on the Group's financial condition and results of operations.

***The Group is exposed to force majeure events***

Events may occur within or outside Australia that negatively impact global, Australian or other local economies relevant to the Group's financial performance, the operations of the Group and/or the price of the Notes. These events include, but are not limited to, acts of terrorism, an outbreak of international hostilities, fires, bushfires, floods, earthquakes and volcanic eruptions and volcanic ash clouds, labour strikes, civil wars, natural disasters, outbreaks of disease, pandemics (such as the COVID-19 pandemic) or other man-made or natural events or occurrences that may have a material adverse effect on the Group's ability to perform its obligations.

***The Group is subject to fluctuations in prices of its Ordinary Shares***

As with any entity with ordinary shares listed on the ASX, the market price of its Ordinary Shares will fluctuate due to various factors, many of which are non-specific to the Group, including general movements in interest rates, recommendations by brokers and analysts, the Australian and international investment markets and economic conditions, inflation rates, changes in government, fiscal monetary and regulatory policies, global geopolitical events and hostilities and acts of terrorism, investor perceptions and other factors. Fluctuations such as these may adversely affect the market price of the Ordinary Shares.

***There is no assurance that expected future events will occur***

The forward-looking statements, opinions and estimates provided in this Offering Circular rely on various contingencies and assumptions. There can be no guarantee that the assumptions and contingencies contained within forward looking statements, opinions or estimates (including projections, guidance on future earnings and estimates) will ultimately prove to be valid or accurate. Such forward-looking statements involve known and unknown risks, uncertainties and other factors (many of which are outside the control of the Group) which may cause the actual results, performance and achievements of the Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements.

**RISKS RELATING TO THE NOTES**

***Interest payments are not guaranteed***

The Issuer expects to make interest payments using available cash balances and cash flow from its investments. The Issuer's ability to generate cash flows from its investments will depend substantially on the portfolio companies' financial performance and dividend payments. The Issuer cannot guarantee that the interest payments on the Notes will be paid when due and these interest payments are not guaranteed by the Issuer, the Trustee, the Calculation Agent, the Agents or any other entity.

***Certain initial investors or a single initial investor may purchase a significant portion of the Notes and may potentially be able to exercise certain rights and powers on their own***

Certain initial investors or a single initial investor may purchase a significant portion of the aggregate principal amount of the Notes in this offering. Any Noteholder holding a significant percentage of the aggregate principal amount of the Notes will be able to exercise certain rights and powers and will have significant influence on matters voted on by Noteholders. For example, Noteholders holding at least 50 per cent. (or at adjourned meetings no minimum percentage) of the aggregate principal amount of the Notes would form a quorum for the purposes of passing an Extraordinary Resolution (as defined in the Trust Deed), while Noteholders holding at least 75 per cent. (or at adjourned meetings at least 50 per cent.) of the aggregate principal amount of the Notes would form a quorum for the purposes of voting on reserved matters, including the modification of the date for maturity of the Notes or the reduction or cancellation of the principal amount of, or interest on, the Notes.

In addition, as the passing of Extraordinary Resolutions at meetings of Noteholders requires a majority of 75 per cent. of votes cast (subject to certain reserved matters as specified in the Terms and

Conditions of the Notes and the Trust Deed), any Noteholder of a significant percentage of the Notes, even if less than a majority, will on its own be able to take certain actions that would be binding on all Noteholders. For example, Noteholders holding at least 25 per cent. of the principal amount of Notes represented at a meeting of Noteholders will be able to block the passing of Extraordinary Resolutions.

Additionally, the existence of any such significant Noteholder may reduce the liquidity of the Notes in the secondary trading market.

***The Notes are complex instruments and may not be a suitable investment for all investors***

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. Furthermore, each potential investor in the Notes should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Offering Circular;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes including where the currency for payment is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

A potential investor should not invest in the Notes unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

In addition, the investment activities of certain investors may be subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Notes constitute legal investments for it; (ii) the Notes can be used as collateral for various types of borrowing; and (iii) other restrictions apply to any purchase or pledge of any Notes by the investor. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules and regulations.

***Market price of the Notes***

The market price of the Notes may fluctuate due to various factors, including investor perceptions, Australian and worldwide economic conditions, better rates of return on other securities, interest rates, inflation rates, movements in foreign exchange rates, impacts of regulatory change, changes in the laws relating to the availability of franking, movements in the market price of Ordinary Shares or senior or subordinated debt, the Issuer's financial performance and position, as a result of information disclosed to the market by the Issuer in order to comply with its continuous disclosure requirements and other factors that may affect that performance and position. The Notes may trade at a market price below the face value. There is no guarantee that the Notes will remain continuously quoted on the SGX-ST.

In recent years, markets have sometimes been volatile. In particular, since March 2020 global financial markets have become more volatile due to the impact of the COVID-19 pandemic. The expected duration and magnitude of the COVID-19 pandemic and its full economic impact remain unclear. Volatility risk is the potential for fluctuations in the price of securities, sometimes markedly and over a short period. You should carefully consider the impact of volatility risk on the potential market price of the Notes before deciding whether to make an investment in the Notes.



Noteholders who wish to sell or otherwise transfer their Notes may incur loss if the Notes trade at a market price below the amount for which the Notes were acquired by those Noteholders.

### ***Lack of a public market for the Notes***

The Notes are a new issue of securities for which there is currently no established trading market when issued, and one may never develop. An application has been made to the SGX-ST for permission to deal in and quotation for the Notes. Such permission will be granted when the Notes have been admitted to the Official List of the SGX-ST. The approval in-principle was received on 25 January 2021 for the listing of the Notes on the SGX-ST. However, there can be no assurance that the Issuer will be able to maintain such a listing or that, if listed, a trading market will develop for the Notes on the SGX-ST. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have an adverse effect on the market value of Notes.

If an active trading market were to develop, the Notes could trade at a price that may be lower than the initial offering price of the Notes. Whether or not the Notes will trade at lower prices depends on many factors, including:

- prevailing interest rates and the market for similar securities;
- general economic, market and political conditions;
- the Group's financial condition, financial performance and future prospects as well as the market price and volatility of the Ordinary Shares;
- the publication of earnings estimates or other research reports and speculation in the press or investment community in relation to the Issuer or the Group; and
- changes in the industry and competition affecting the Group.

### ***The Notes will be unsecured obligations and will rank behind the claims of the Group's secured creditors and payments under the Notes will be structurally subordinated to liabilities and obligations of the subsidiaries of the Group***

The Notes will constitute direct, unconditional, unsubordinated and (subject to Condition 2 of the Terms and Conditions of the Notes) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves. Neither the Trust Deed nor the Notes will create any security interest in favour of Noteholders to secure the payment obligations of the Issuer arising under the Notes. The payment obligations of the Issuer under the Notes will rank equally with all its other existing and future unsecured and unsubordinated obligations, save for such obligations that may be preferred by provisions of law that are mandatory and of general application. The repayment of the Notes may be compromised if:

- the Group enters into bankruptcy, liquidation, rehabilitation or other winding-up proceedings;
- there is a default in payment under the Group's future secured indebtedness or other unsecured indebtedness; or
- there is an acceleration of any of the Group's indebtedness.

If any of the above events occurs, the Group's assets may not be sufficient to pay amounts due on the Notes.

In addition, potential investors should be aware that in the event of bankruptcy, liquidation, reorganisation or other winding up procedures, any of the Group's assets which are the subject of a valid security arrangement in favour of a secured creditor will be only available to pay obligations on the Notes after such secured indebtedness has been repaid in full, and the assets of the relevant subsidiaries will be only available to pay obligations on the Notes after all such relevant indebtedness and other liabilities (including trade payables) and any preferred equity of such subsidiaries have been repaid in full. As a result, the Group may not have sufficient assets remaining to pay amounts due on any or all of the Notes which are outstanding at the time of such bankruptcy, liquidation, reorganisation

or other winding up procedures and the Noteholders may receive less, rateably, than holders of any current or future accrued indebtedness. Save for and subject to the negative pledge covenant under Condition 2 of the Terms and Conditions of the Notes, the Trust Deed and the Terms and Conditions of the Notes do not also prohibit the Issuer or its Subsidiaries (as defined in Condition 3 of the Terms and Conditions of the Notes) from incurring additional senior debt or secured debt, nor do they prohibit any of the Group's current and future subsidiaries from incurring additional indebtedness or other liabilities (including trade payables) or issuing preferred equity. The Group may in the future have other liabilities, including contingent liabilities, which may be significant.

### ***Market price and liquidity of Ordinary Shares***

The Notes may be converted into Ordinary Shares as described in "*The Offering*" of this Offering Circular and the Terms and Conditions of the Notes, but there is no guarantee that this will necessarily occur. Conversion may be disadvantageous in light of market conditions or not suit the individual circumstances and preferences of Noteholders.

Where the Notes are converted, there may be no liquid market for Ordinary Shares at the time of conversion, or the market for Ordinary Shares may be less liquid than that for comparable securities issued by other entities at the time of conversion.

The market price of Ordinary Shares may go up or down due to various factors, including Australian equity markets, recommendations by brokers and analysts, investor perceptions, interest rates and inflation, Australian and worldwide economic conditions (including, but not limited to, the impact of and continued uncertainty surrounding the COVID-19 pandemic), changes in government, fiscal and monetary policy, global and geo-political events, hostilities and acts of terrorism, the Issuer's financial performance and position, impacts of regulatory change (including product intervention by ASIC in the market for the Notes or similar securities), as a result of information disclosed to the market by the Issuer in order to comply with its continuous disclosure requirements and other factors that may affect that performance and position, and may also be affected by the actual or prospective conversion of the Notes. The value of Ordinary Shares received upon conversion of a Note may be less than the face value of the Note. Holders receiving Ordinary Shares on conversion may not be able to sell those Ordinary Shares at the price on which the conversion calculation was based, or at all.

Certain events and conditions may affect the ability of Noteholders to trade or dispose of Ordinary Shares issued on conversion. For example, the willingness or ability of ASX to accept Ordinary Shares issued on conversion for quotation or any practical issues which affect that quotation, any suspension of trading of Ordinary Shares, any disruption to the market for Ordinary Shares or to capital markets generally, the availability of purchasers for Ordinary Shares and any costs or practicalities associated with trading or disposing of Ordinary Shares at that time.

The Ordinary Shares held by a Noteholder as a result of any conversion will, following conversion, rank equally with existing Ordinary Shares. Accordingly, the ongoing value of any Ordinary Shares received upon conversion will depend upon the market price of Ordinary Shares after the date on which the Notes are converted. That market price is also subject to the factors outlined above and may also be volatile.

### ***Dividends may not be paid to Noteholders***

Payment of any dividends on Ordinary Shares issued on conversion of the Notes is at the discretion of directors of the Issuer. Noteholders whose Notes are converted after the record date for a dividend will have no entitlement to that dividend.

Directors may only declare or determine a dividend if there are funds legally available to pay dividends. The amount of future dividends actually paid will be determined by the board of directors of the Issuer having regard, amongst other things, to the Group's operating results, financial position, available franking credits and the covenant restrictions or consent requirements under its third party finance facilities referred to above. A change in dividend policy or dividend levels may impact the market value of the Notes.

The Notes will not be entitled to participate in any dividends on the Ordinary Shares.

### ***Noteholders will bear the risk of fluctuation in the price of the Ordinary Shares***

The trading price of the Ordinary Shares will directly affect the trading price of the Notes. It is impossible to predict whether the price of the Ordinary Shares will rise or fall. This may result in greater volatility in the market price of the Notes than would be expected for non-convertible debt securities. The market price of a publicly traded stock is affected by many variables not directly related to the success or the performance of the Group.

There are various risks associated with investing in any form of business and with investing in the stock market generally. The value or trading price of the Ordinary Shares will depend upon the general stock market and economic conditions as well as other factors including, but not limited to, the Issuer's credit quality, operating results, economic and financial prospects and other factors. In addition, the price of the Ordinary Shares is also subject to varied and often unpredictable influences on the market for equities, including, but not limited to:

- general economic conditions, including the performance of the Australian Dollar and commodities on world markets;
- inflation rates, foreign exchange rates and interest rates;
- changes to government policy, legislation or regulation;
- industrial disputes; and
- general operational and business risks.

The past performance of the Ordinary Shares is not a reliable indicator of future performance as the trading price of shares can fluctuate.

### ***Noteholders have limited anti-dilution protection***

The Conversion Price will be adjusted in the event that there is a consolidation, reclassification, redesignation or subdivision in relation to the Ordinary Shares which alters the number of Ordinary Shares on issue, or if the Issuer undertakes rights offerings and equity issuances at a price per Ordinary Share less than 95 per cent. of the then Current Market Price (as defined in the Terms and Conditions of the Notes) per Ordinary Share, where the Issuer pays a Dividend (as defined in the Terms and Conditions of the Notes), and where other analogous dilutive events occur, but only in the circumstances and only to the extent provided in the Terms and Conditions of the Notes (see Condition 6(b) of the Terms and Conditions of the Notes). There is no requirement that there should be an adjustment for every corporate or other event that may affect the value of the Ordinary Shares. In particular, there is no Conversion Price adjustment for Ordinary Shares issued pursuant to any Employee Share Scheme (as defined in Condition 6(e) of the Terms and Conditions of the Notes). There is no threshold above which the issue of Ordinary Shares pursuant to an Employee Share Scheme would result in a change in the Conversion Price. Such events, should they occur, may adversely affect the value of the Ordinary Shares and, therefore, where no adjustment is required to be made, may adversely affect the value of the Notes.

### ***There is an absence of covenant protection for the Notes***

Other than as described herein, the Trust Deed will not limit the Issuer's ability to incur additional debt or liabilities (including secured indebtedness). The Trust Deed will not contain any provision specifically intended to protect holders of the Notes in the event of a future leveraged transaction by the Issuer (other than secured capital markets transactions in the circumstances described in the Terms and Conditions of the Notes).

The Issuer may in future incur further indebtedness and other liabilities. The Issuer has provided, and may in the future provide, guarantees and/or indemnities in respect of such liabilities.

***Although the Issuer will decrease the Conversion Price if a Noteholder exercises its right to redeem its Notes during a Change of Control Period, the decrease may not adequately compensate a Noteholder for the option value that such Noteholder may lose as a result of the relevant Change of Control***

If a Change of Control occurs and a Noteholder exercises its right to require conversion of its Notes during the Change of Control Period for such Change of Control, the Issuer will decrease the Conversion Price applicable to such Noteholder's Notes. The amount by which the Issuer will decrease the Conversion Price during a Change of Control Period will be determined based on the number of days from the first day of the Change of Control Period to the day before the Final Maturity Date. Although the adjustment to the Conversion Price is intended to compensate such Noteholder for the option value that such Noteholder will lose as a result of a Change of Control, the decrease in the Conversion Price is based on a pre-set formula that does not account for many of the factors that will determine the amount of option value that such Noteholder will lose upon the occurrence of a Change of Control. For example, although the formula that determines the decrease in the Conversion Price generally accounts for any time value the Noteholder may lose, the formula does not account for any change in the volatility of the Ordinary Shares that may occur upon a Change of Control or whether the market price of the Ordinary Shares at the time the Change of Control occurs is near the Conversion Price of the Notes.

***The Issuer may be unable to redeem or repay the Notes when due***

In the event the Ordinary Shares cease to be listed on the ASX, a Noteholder may require the Issuer to redeem all of such Noteholder's Notes. The Issuer may also be required to redeem all or some only of such Noteholder's Notes following the occurrence of a Change of Control. Following acceleration of the Notes upon an Event of Default, the Issuer will be required to pay all amounts then due in accordance with Condition 10 of the Terms and Conditions of the Notes. Unless previously redeemed, converted or purchased and cancelled, the Issuer will be required to redeem the Notes at the Redemption Amount on 29 January 2026. The Issuer may not be able to redeem all or any of such Notes or pay all or any amounts due under the Notes if the Issuer does not have sufficient cash flows to do so. The Issuer cannot assure the Noteholders that, if required, it would have sufficient cash or other financial resources or would be able to arrange financing to redeem the Notes in cash.

***Notes carry no rights with respect to Ordinary Shares on account of holding Notes***

Noteholders will have no rights with respect to the Ordinary Shares on account of holding Notes, including any voting rights or rights to receive any regular dividends or other distributions with respect to the Ordinary Shares, save as set out in the Terms and Conditions of the Notes.

***Short selling of the Ordinary Shares by purchasers of the Notes could materially and adversely affect the market price of the Ordinary Shares***

The issuance of the Notes may result in downward pressure on the market price of the Ordinary Shares. Many investors in convertible Notes seek to hedge their exposure in the underlying equity securities, often through short selling the underlying equity securities or similar transactions. Any short selling or similar hedging activity could place significant downward pressure on the market price of the Ordinary Shares, thereby having a material adverse effect on the market value of the Ordinary Shares as well as on the trading price of the Notes.

***Future issuances of Ordinary Shares or equity-related securities may depress the trading price of the Ordinary Shares***

Any issuance of the Issuer's equity securities after the offer of the Notes could dilute the interest of the existing shareholders and could substantially decrease the trading price of the Ordinary Shares. The Issuer may issue equity securities in the future for a number of reasons, including to finance its operations and business strategy (including in connection with acquisitions, strategic collaborations or other transactions), to adjust its ratio of debt to equity, to satisfy its obligations upon the exercise of outstanding warrants, options or other convertible notes or for other reasons. The issuance of a substantial number of Ordinary Shares or other equity-related securities in the public market (or the perception that such sales may occur) could depress the market price of the Ordinary Shares and impair the Issuer's ability to raise capital through the issuance of additional equity securities. There is no restriction on the Issuer's ability to issue further unsecured notes or the ability of any of the Issuer's shareholders to dispose of, encumber or pledge the Ordinary Shares, and there can be no assurance that the Issuer will not issue further unsecured notes or that the Issuer's shareholders will not dispose of, encumber or pledge the Ordinary Shares. The Issuer cannot predict the effect that future issuance of the Ordinary Shares or other equity-related securities would have on the market price of the Ordinary Shares. In addition, the price of the Ordinary Shares could be affected by possible sales of the Ordinary Shares by investors who view the Notes as a more attractive means of obtaining equity participation in the Issuer and by hedging or engaging in arbitrage trading activity involving the Notes.

***The Trustee may request Noteholders to provide an indemnity and/or security and/or prefunding to its satisfaction***

In certain circumstances (including without limitation the giving of notice to the Issuer pursuant to Condition 10 of the Terms and Conditions of the Notes and the taking of steps and/or action and/or instituting of proceedings pursuant to Condition 15 of the Terms and Conditions of the Notes), the Trustee may (at its sole discretion) request Noteholders to provide an indemnity and/or security and/or prefunding to its satisfaction before it takes any steps and/or action or institutes any proceeding on behalf of Noteholders. The Trustee shall not be obliged to take any such actions if not indemnified and/or secured and/or prefunded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take actions, notwithstanding the provision of an indemnity or security or prefunding to it, in breach of the terms of the Trust Deed or the Terms and Conditions of the Notes and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations, to the extent permitted by the Trust Deed and the Terms and Conditions of the Notes and applicable laws and regulations, it will be for the Noteholders to take such actions directly.

***Modifications and waivers***

The Terms and Conditions of the Notes will contain provisions for calling meetings of the Noteholders to consider matters affecting their interests generally. These provisions will permit majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or participate in the electronic consent or written resolution and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes will also provide that the Trustee may, without the consent of Noteholders, agree (i) to any modification (except as mentioned in the Trust Deed) of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement (as defined in the Terms and Conditions of the Notes), any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement (as defined in the Terms and Conditions of the Notes), any agreement supplemental to the Calculation Agency Agreement, the Notes or the Terms and Conditions of the Notes which in the opinion of the Trustee will not be materially prejudicial to the interests of Noteholders and (ii) to any modification of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement, any agreement supplemental to the Calculation Agency Agreement, the Notes or the Terms and Conditions of the Notes which in the opinion of the Trustee is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

In addition, the Trustee may, without the consent of the Noteholders, authorise or waive any breach or proposed breach of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement, any agreement supplemental to the Calculation Agency Agreement, the Notes or the Terms and Conditions of the Notes (other than a proposed breach or a breach relating to the subject of certain reserved matters) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

***The insolvency laws of Australia and other local insolvency laws may differ from those of another jurisdiction with which the Noteholders are familiar***

As the Issuer is incorporated under the laws of Australia, any insolvency proceedings relating to the Issuer would involve Australian insolvency laws. The procedural and substantive provisions of Australian insolvency law may differ from comparable provisions of the insolvency laws of jurisdictions with which the Noteholders are familiar.

***The Issuer may issue additional Notes in the future***

The Issuer may, from time to time, and without prior consultation with or consent from the Noteholders, create and issue further securities having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, the first payment of interest on them and the first date on which Conversion Rights may be exercised) or otherwise raise additional capital through such means and in such manner as it may consider necessary. There can be no assurance that such future issuance or capital raising activity will not adversely affect the market price of the Notes.

### ***Developments in other markets may adversely affect the market price of the Notes***

The market price of the Notes may be adversely affected by declines in the international financial markets and world economic conditions. The market for the Notes is, to varying degrees, influenced by economic and market conditions in other markets. Although economic conditions are different in each country, investors' reactions to developments in one country can affect the securities markets and the securities of issuers in other countries. Since the sub-prime mortgage crisis in 2008, the international financial markets have experienced significant volatility. If such volatility occurs in the international financial markets in the future, the market price of the Notes could be adversely affected.

### ***The Notes are subject to changes of law***

The Terms and Conditions of the Notes will be governed by English law. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the Notes. The Issuer must also comply with various legal requirements including requirements imposed by securities laws and company laws in Australia. Should any of those laws change over time, the legal requirements to which the Issuer may be subject could differ materially from current requirements.

### ***Noteholders may be adversely affected by changes in taxation laws***

Changes in taxation laws in the jurisdictions in which the Group operates or in which Noteholders reside may adversely affect the tax treatment of an investment in the Notes or the holding and disposal of the Notes. Noteholders should consult their tax advisors or relevant professionals if they are in any doubt as to the tax treatment of an investment in the Notes or the holding and disposal of the Notes.

### ***Regulatory actions may adversely affect the trading price and liquidity of the Notes***

Investors in, and potential purchasers of, the Notes may employ, or seek to employ, a convertible arbitrage strategy with respect to the Notes. Investors that employ a convertible arbitrage strategy with respect to the Notes that do not rely solely on derivative hedging arrangements like swaps, typically implement the strategy by selling short the securities underlying the Notes. As a result, any specific rules regulating short selling of securities or other regulatory action that interferes with the ability of investors in, or potential purchasers of, the Notes to effect short sales in the Ordinary Shares could adversely affect the ability of such investors in, or potential purchasers of, the Notes to conduct the convertible arbitrage strategy with respect to the Notes. This could, in turn, adversely affect the trading price and liquidity of the Notes.

### ***Securities law restrictions on the resale of the Notes and the Ordinary Shares to be issued upon conversion of the Notes may impact the Noteholder's ability to sell the Notes***

The Notes and the Ordinary Shares to be issued upon conversion of the Notes have not been registered under the Securities Act or any state securities laws. Unless and until they are registered, the Notes and the Ordinary Shares to be issued upon conversion of the Notes may not be offered, sold or resold except pursuant to an exemption from registration under the Securities Act and applicable state laws or in a transaction not subject to such laws. The Notes are being offered and sold only to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. The Issuer is not required to register the Notes or the Ordinary Shares to be issued upon conversion of the Notes under the Terms and Conditions of the Notes. Hence, future resales of the Notes and the Ordinary Shares to be issued upon conversion of the Notes may only be made pursuant to an exemption from registration under the Securities Act and applicable state laws or in a transaction not subject to such laws.

### ***The liquidity and price of the Notes following this offering may be volatile***

The price and trading volume of the Notes may be highly volatile. Factors such as variations in the revenues, earnings and cash flows of the Group and proposals of new investments, strategic alliances and/or acquisitions, interest rates and fluctuations in prices for comparable companies could cause the price of the Notes to change. Any such developments may result in large and sudden changes in the volume and price at which the Notes will trade. There can be no assurance that these developments will not occur in the future.

### ***The Notes will initially be represented by a Global Certificate and holders of a beneficial interest in the Global Certificate must rely on the procedures of the relevant Clearing System(s)***

The Notes will initially be represented by a Global Certificate. Such Global Certificate will be deposited with a common depository for Euroclear and Clearstream (each of Euroclear and Clearstream, a “**Clearing System**”). Except in the circumstances described in the Global Certificate, investors will not be entitled to receive definitive Certificates in respect of their individual holdings of Notes. The relevant Clearing System(s) will maintain records of the beneficial interests in the Global Certificate. While the Notes are represented by the Global Certificate, investors will be able to trade their beneficial interests only through the Clearing Systems.

While the Notes are represented by the Global Certificate, the Issuer will discharge its payment obligations under the Notes by making payments to the common depository for Euroclear and Clearstream for distribution to their account holders. A holder of a beneficial interest in the Global Certificate must rely on the procedures of the relevant Clearing System to receive payments under the Notes. The Issuer does not have any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificate.

***Noteholders may be adversely affected by certain exchange rate risks and exchange controls***

The Issuer will make payments to Noteholders in Australian Dollars. This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Australian Dollar. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Australian Dollar or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls that could adversely affect an applicable exchange rate. An appreciation in the value of the Investor’s Currency relative to the Australian Dollar would decrease:

- the Investor’s Currency-equivalent yield on the Notes;
- the Investor’s Currency-equivalent value of the amounts payable on the Notes; and
- the Investor’s Currency-equivalent market value of the Notes.

Government and monetary authorities may impose exchange controls that could adversely affect the availability of a specified foreign currency at the time of payment of amounts on a Note. As a result, the payments received by investors may be adversely affected.

***The risks described above do not necessarily comprise all those faced by the Group and are not intended to be presented in any assumed order of priority.***

The investment referred to in this Offering Circular may not be suitable for all of its recipients. Investors are accordingly advised to consult an investment adviser before making a decision to subscribe for Notes.

## **USE OF PROCEEDS**

The net proceeds from the Offering will be approximately A\$221 million, after deduction of commissions, professional fees and other administrative expenses.

The Issuer intends to use the net proceeds from the Offering repay approximately A\$200 million of existing financial indebtedness, with the remaining proceeds applied to further strengthen the Issuer's liquidity position.



## CAPITALISATION AND INDEBTEDNESS

### Capitalisation and Indebtedness of the Group

The following table sets forth the Group's cash and cash equivalents as well as capitalisation and indebtedness as of 31 July 2020 based on the Group's consolidated audited financial statements as of 31 July 2020:

- (a) on an actual basis; and
- (b) on an "as adjusted" basis to reflect the:
  - (i) issuance of the Notes in this Offering, after deducting transaction costs incurred by the Issuer in relation to this Offering of approximately A\$221 million; and
  - (ii) assumption that the net proceeds from the Offering will be used in part to repay approximately A\$200 million of interest bearing liabilities, with the balance held as cash or cash equivalents.

### Pro forma consolidated statement of financial position

The following table sets out the Group's consolidated statement of financial position as of 31 July 2020 as well as the pro forma consolidated statement of financial position assuming the Offer occurred on 31 July 2020.

(A\$ million)	As 31 July 2020	
	Actual	As Adjusted
Cash and cash equivalents	293.2	318.2
Term deposits <sup>1</sup>	51.6	51.6
<b>Cash, cash equivalents and term deposits</b>	<b>344.8</b>	<b>369.8</b>
<b>Current and non-current interest bearing liabilities<sup>2</sup></b>		
Current interest bearing liabilities	259.0	259.0
Non-current interest bearing liabilities	575.4	375.4
Notes offered hereby (net of capitalised transactions fees) <sup>3</sup>	-	211.8
<b>Shareholders' equity</b>		
Share capital	43.2	43.2
Equity component of the convertible notes (net of capitalised transaction fees) <sup>4</sup>	-	9.3
Reserves	63.3	63.3
Retained profits	4,133.3	4,133.3
<b>Total parent entity interest</b>	<b>4,239.8</b>	<b>4,249.1</b>
Non-controlling interests	872.2	872.2
<b>Total equity</b>	<b>5,112.0</b>	<b>5,121.3</b>
<b>Total capitalisation and indebtedness<sup>5</sup></b>	<b>5,601.6</b>	<b>5,597.7</b>

<sup>1</sup> Includes A\$1.6 million term deposit as cash-backed guarantees issued by a subsidiary's bankers to the Department of Natural Resources and Mines.

<sup>2</sup> Net proceeds from the Offering will be used in part to pay down approximately A\$200 million of interest bearing liabilities. See the "Use of Proceeds" section of this Offering Circular.

<sup>3</sup> The Notes will initially be classified as non-current interest bearing liabilities as the earliest redemption period is 3.01 years from the date of issuance (1 February 2024).

<sup>4</sup> The equity conversion component is not subject to revaluation.

<sup>5</sup> Interest bearing liabilities have been offset by cash, cash equivalents and term deposits.

### Current equity capital

Description	No. of Ordinary Shares
Number of Ordinary Shares on issue as at 31 July 2020	239,395,320
Number of Ordinary Shares issued between 1 August 2020 and the date of this Offering Circular	Nil
Number of Ordinary Shares on issue as at the date of this Offering Circular	239,395,320

### Options and performance rights

As at the date of this Offering Circular, there were no outstanding options.

As at the date of this Offering Circular, the Issuer has the following performance rights on issue:

Description	No. of Performance Rights
Number of performance rights on issue as at 31 July 2020	421,454
Number of performance rights issued between 1 August 2020 and the date of this Offering Circular	Nil
Number of performance rights on issue as at the date of this Offering Circular	226,792

Performance rights	Number
<i>Vested</i>	
<b>Total Vested</b>	<b>Nil</b>
<i>Unvested</i>	
Washington H. Soul Pattinson and Company Limited Rights Plan	226,792
<b>Total Unvested</b>	<b>226,792</b>
<b>Total performance rights</b>	<b>226,792</b>

### Existing Debt Facilities

The Group has access to the following bank facilities:

- (a) the Issuer entered into a A\$250 million equity finance facility with National Australia Bank, with A\$190.2 million drawn as at 31 July 2020 to provide additional liquidity to the Group. This facility is repayable upon either the bank or the Issuer providing 30 days' notice and is secured by certain of the Issuer's long-term equity investments;

- (b) the Issuer entered into a A\$100 million drawable equity finance facility with Macquarie Bank, with A\$45.0 million drawn as at 31 July 2020 to provide additional liquidity to the Group. This facility is repayable in 12 months and is secured by certain of the Issuer's long-term equity investments;
- (c) the Issuer entered into an International Swaps and Derivatives Association Master Agreement with Goldman Sachs Financial Markets Pty Limited, which allows for substantially similar liquidity arrangements via the sale of listed shares and concurrent repurchase via cash settled swaps. As at 31 July 2020, the liquidity generated via these arrangements was A\$11.9 million. This facility is repayable within 12 months and is secured by certain of the Issuer's long-term equity investments;
- (d) the Issuer entered into a A\$200 million three year secured term loan facility with Credit Suisse AG, which is fully drawn as at 31 July 2020 for making investments, refinancing existing debt and general corporate purposes. This facility is repayable in March 2023;
- (e) a subsidiary property trust of the Issuer has a A\$12 million loan facility with the Commonwealth Bank of Australia, secured over a commercial property in Penrith, New South Wales, Australia. The loan was utilised to purchase the Penrith commercial property. The maturity date of the facility is March 2021;
- (f) WHSP Agriculture Holding Trust entered into a five year secured loan facility with the Commonwealth Bank of Australia Limited. This facility comprises a A\$30 million bank overdraft and market rate loan and a A\$3.3 million asset finance facility. A\$21.3 million of the market rate loan was utilised as at 31 July 2020. Security for this facility includes first ranking property mortgages, first ranking water mortgages over water entitlements, first ranking mortgages over water entitlements and first ranking general security interest. The maturity date of this facility is 29 July 2025; and
- (g) New Hope Corporation entered into a secured loan facility in November 2018, comprising a A\$600 million drawable amortising facility and a A\$300 million credit support facility, with a syndicate of Australian and International banks. As at 31 July 2020, the drawable amortising facility had amortised to A\$510.0 million. This facility's drawable line of credit is for general corporate purposes and has a maturity of November 2023. New Hope Corporation has utilised A\$360.0 million of the drawable amortising facility and A\$247.4 million of the credit support facility.

These existing debt facilities are presented prior to the assumed repayment of approximately A\$200 million of existing debt. See the "*Use of Proceeds*" section of this Offering Circular.

#### **Effects of the Notes on the Issuer**

A portion of the Notes will be used to repay approximately A\$200.0 million of existing financial indebtedness which is expected to lower the average cash costs of servicing indebtedness of the Issuer and increase the Issuer's debt maturity profile. The remaining proceeds will be applied to further strengthen the Issuer's liquidity position. See the "*Use of Proceeds*" section of this Offering Circular.

## SUMMARY FINANCIAL INFORMATION

The financial information below has been derived from, and should be read in conjunction with, the audited annual consolidated financial statements of the Group for the years ending 31 July 2019 (which includes comparatives of the consolidated financial statements of the Group for the year ended 31 July 2018) and 31 July 2020. Copies of these financial statements can be obtained from the ASX at [www.asx.com.au](http://www.asx.com.au) or the Group's website at <https://www.whsp.com.au/financial-reports/>.

Investors should note that past performance is not a reliable indicator of future performance. See "Risk Factors – Credit, liquidity and financial risks - The Group's historical consolidated financial information may not be indicative of its future results of operations".

### Consolidated Statement of Comprehensive Income

The following table sets out the Group's consolidated statement of comprehensive income for the financial years ended 31 July 2020, 31 July 2019 (including the comparatives for the financial year ended 31 July 2018).

(A\$ million)	Derived from audited financial statements for the year ended 31 July		
	2018	2019	2020
Revenue from continuing operations	1,174.7	1,615.9	1,368.5
Other income	98.6	117.4	9.9
<b>Expenses</b>			
Cost of sales	(565.5)	(978.2)	(1,021.2)
Selling and distribution expenses	(167.2)	(194.4)	(193.7)
Administration expenses	(48.7)	(64.5)	(67.5)
Acquisition costs expensed	(5.7)	(46.0)	(2.4)
Impairment expense	(113.9)	(60.5)	(483.9)
Other expenses	(15.0)	(21.7)	14.1
Finance costs	(5.4)	(27.9)	(35.5)
Total contribution from equity accounted associates <sup>1</sup>	161.7	134.3	1,534.9
<b>Profit before income tax expense from continuing operations</b>	<b>513.6</b>	<b>474.4</b>	<b>1,123.2</b>
Income tax expense	(140.5)	(115.2)	(248.7)
<b>Profit after income tax expense from continuing operations</b>	<b>373.1</b>	<b>359.2</b>	<b>874.5</b>
Profit after income tax expense from discontinued operations	(37.8)	0.2	-
<b>Profit after income tax expense</b>	<b>335.3</b>	<b>359.4</b>	<b>874.5</b>
<b>Other comprehensive income / (loss), net of income tax</b>	<b>(10.6)</b>	<b>17.8</b>	<b>(94.4)</b>
<b>Total comprehensive income</b>	<b>324.7</b>	<b>377.2</b>	<b>780.1</b>
<b>Profit/(loss) is attributable to:</b>			
<b>Owners of Washington H. Soul Pattinson and Company Limited</b>	<b>266.8</b>	<b>247.9</b>	<b>953.0</b>
Non-controlling interest	68.5	111.5	(78.5)
<b>Profit after income tax</b>	<b>335.3</b>	<b>359.4</b>	<b>874.5</b>

<sup>1</sup> Total contribution from equity accounted associates in the financial year ended 31 July 2020 includes the fair value gain on derecognition of TPG as associate as a result of the TPG and Vodafone Hutchison Australia Pty Limited merger on 29 June 2020, WHSP's share of ownership in TPG was diluted from 25.3% to 12.6% and lost

significant influence over TPG. WHSP discontinued equity accounting of its investment in TPG at the merger date which contributed A\$1.122 billion (after tax) to profit during the year. This contribution reflects WHSP's share of TPG's equity accounted results and reserves up until the merger date and a gain from initial recognition of this investment as a financial asset held at Fair Value Through Other Comprehensive Income.

### Consolidated Statement of Financial Position

The following table sets out the Group's consolidated statement of financial position as at 31 July 2020, 31 July 2019 and 31 July 2018.

#### Derived from audited financial statements for the year ended 31 July

(A\$ million)	2018	2019	2020
<b>Current assets</b>			
Cash and cash equivalents	337.9	125.4	293.2
Term deposits	206.0	1.5	51.6
Trade and other receivables	131.8	162.3	148.8
Inventories	93.2	120.5	114.1
Biological assets	-	-	2.1
Assets classified as held for sale	1.4	0.1	26.9
Financial assets held for trading (fair value through profit and loss)	69.9	77.1	204.2
Derivative financial instruments	-	-	45.9
Current tax assets	-	-	16.3
<b>Total current assets</b>	<b>840.2</b>	<b>486.9</b>	<b>903.1</b>
<b>Non-current assets</b>			
Trade and other receivables	53.5	38.5	30.0
Equity accounted associates	1,517.1	1,603.6	915.5
Long term equity investments (fair value through other comprehensive income)	732.3	785.1	2,616.1
Other financial assets	17.5	-	-
Derivative financial instruments	-	0.2	8.9
Investment properties	158.3	106.3	75.7
Property, plant and equipment	1,520.6	2,351.8	2,239.6
Exploration and evaluation assets	310.8	333.6	109.4
Right-of-use assets	-	-	117.5
Deferred tax assets	71.6	56.7	95.9
Intangible assets	73.6	114.5	117.2
<b>Total non-current assets</b>	<b>4,455.3</b>	<b>5,390.3</b>	<b>6,325.8</b>
<b>Total assets</b>	<b>5,295.5</b>	<b>5,877.2</b>	<b>7,228.9</b>

**Current liabilities**

Trade and other payables	131.4	158.9	142.2
Contract liabilities	-	0.6	0.8
Interest bearing liabilities	25.3	32.5	259.0
Lease liabilities	-	-	22.2
Derivative financial instruments	3.4	10.8	-
Current tax liabilities	81.1	9.2	1.4
Provisions	71.2	93.0	58.9
<b>Total current liabilities</b>	<b>312.4</b>	<b>305.0</b>	<b>484.5</b>

**Non-current liabilities**

Trade and other payables	30.0	16.0	0.8
Interest bearing liabilities	19.8	370.2	575.4
Lease liabilities	-	-	99.2
Deferred tax liabilities	405.3	422.4	672.8
Provisions	186.4	252.1	284.2
<b>Total non-current liabilities</b>	<b>641.5</b>	<b>1,060.7</b>	<b>1,632.4</b>
<b>Total liabilities</b>	<b>953.9</b>	<b>1,365.7</b>	<b>2,116.9</b>

<b>Net assets</b>	<b>4,341.6</b>	<b>4,511.5</b>	<b>5,112.0</b>
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**Equity**

Issued capital	43.2	43.2	43.2
Reserves	605.8	176.7	63.3
Retained profits	2,718.1	3,301.8	4,133.3
Non-controlling interests	974.5	989.8	872.2
<b>Total equity</b>	<b>4,341.6</b>	<b>4,511.5</b>	<b>5,112.0</b>

**Consolidated Statement of Cash Flows**

The following table sets out the Group's consolidated statement of cash flows for the financial years ended 31 July 2020 and 31 July 2019 (including the comparatives for the financial year ended 31 July 2018).

Derived from audited financial statements  
for the year ended 31 July

(A\$ million)	2018	2019	2020
<b>Cash flows from operating activities</b>			
Receipts from customers inclusive of GST	1,171.5	1,563.9	1,418.1
Payments to suppliers and employees inclusive of GST	(725.4)	(1,078.0)	(1,147.5)
	446.1	485.9	270.6
Dividends received	76.3	89.7	211.7
Interest received	9.6	14.6	4.4

Interest on lease liabilities	-	-	(6.7)
Acquisition costs expensed	(5.7)	(46.0)	(2.4)
Finance costs paid	(1.5)	(12.6)	(16.9)
Income taxes paid	(17.2)	(165.6)	(27.7)
<b>Net cash inflow from operating activities</b>	<b>507.6</b>	<b>366.0</b>	<b>433.0</b>
<b>Cash flows from investing activities</b>			
Payments for property, plant, equipment and intangibles	(111.0)	(165.3)	(205.6)
Proceeds from sale of property, plant and equipment	3.1	96.3	7.5
Payments for capitalised exploration and evaluation activities	(38.3)	(29.6)	(17.6)
Net proceeds from/(payments to) term deposits	(205.6)	204.6	(50.1)
Payments for acquisition and development of investment properties	(16.1)	(32.6)	(0.4)
Proceeds from sale of investment properties	29.1	100.1	3.8
Payments for equity investments	(94.9)	(95.0)	(252.2)
Proceeds from sale of equity investments	88.5	94.9	129.4
Proceeds from part sale of a controlled entity	175.7	-	-
Payments to acquire equity accounted associates	(1.4)	(11.2)	(18.0)
Payments for acquisition of business, net of cash acquired	(48.3)	(839.1)	(52.7)
Proceeds from sale of debt to third party	-	8.0	-
Loan repayments from external parties	7.7	29.1	28.0
Loans advanced to external parties	(58.2)	(56.9)	(18.1)
<b>Net cash outflow from investing activities</b>	<b>(269.7)</b>	<b>(696.7)</b>	<b>(446.0)</b>
<b>Cash flows from financing activities</b>			
Dividends paid to WHSP shareholders	(131.6)	(136.5)	(141.2)
Dividends paid by subsidiaries to non-controlling interests	(47.1)	(75.0)	(64.9)
Proceeds from external borrowings	12.0	790.0	583.3
Repayments of external borrowings	(42.4)	(425.3)	(168.2)
Payment for establishment costs of debt/guarantee facilities	-	(12.8)	-
Principal repayments of lease liabilities	-	-	(30.0)
Proceeds from issue of equity	4.5	-	-
Payments for return of capital	(6.0)	(22.9)	(0.6)
Payment of shares acquired for the employee long term incentive plan	-	(0.6)	(0.6)
Transactions with subsidiaries non-controlling interest	-	-	2.3
<b>Net cash inflow/(outflow) from financing activities</b>	<b>(210.6)</b>	<b>116.9</b>	<b>180.1</b>

<b>Net (decrease)/increase in cash and cash equivalents</b>	<b>27.3</b>	<b>(213.8)</b>	<b>167.1</b>
Cash and cash equivalents at the beginning of the period	301.3	337.9	125.4
Effects of exchange rate changes on cash and cash equivalents	9.3	1.3	0.7
<b>Cash and cash equivalents at the end of the financial period</b>	<b>337.9</b>	<b>125.4</b>	<b>293.2</b>



## BUSINESS OF THE GROUP

### Company overview

WHSP (ASX: SOL) is an ASX-listed investment house headquartered in Sydney, Australia. Founded in 1872, it is the second oldest publicly listed company on the ASX, having listed in 1903. Originally an owner and operator of Australian pharmacies, WHSP has expanded beyond pharmaceuticals and currently has a broader investment portfolio across multiple industries, including natural resources, building materials, telecommunications, retail, agriculture, property and corporate advisory. WHSP has been managed by five generations of the Pattinson family since foundation, and the current Chairman of WHSP is the fourth generation of the founding family to chair the business.

WHSP has a long-term and value focused approach, with a flexible mandate that permits investment in early stage companies. WHSP actively assists portfolio companies in accessing growth capital and undertaking strategic mergers and acquisitions. As a holding company, WHSP receives dividends instead of having access to operating cashflows. WHSP has maintained above market returns with annualised total shareholder returns of 14.5% over the past 20 years, outperforming the All Ordinaries Accumulation Index by 6.2% to 31 December 2020.

WHSP has paid dividends every year since listing in 1903. WHSP has a track record of dividend growth and is the only company in the All Ordinaries Index to have increased its dividend every year since 2000. Over the last 20 years, total ordinary dividends have grown at a CAGR of 9.2%. Dividends are paid from the net cash flow generation of its investment portfolio, including cash flows from dividends and distributions, interest income and property assets.

### Major transactions involving the Group's investment portfolio companies

The tables below set forth certain major transactions involving the Group's investment portfolio companies:

#### Acquisitions

February 2008	Merger between SP Telemedia Limited and TPG (A\$230 million)
November 2009	TPG acquired Pipe Networks (A\$373 million)
March 2010	Brickworks acquired Austral Precast (A\$35.3 million)
Oct-2010	New Hope Corporation's off-market takeover of Northern Energy Corporation (A\$193 million)
December 2013	TPG acquired AAPT Limited (A\$450 million)
March 2015	TPG acquired iiNet Limited (approximately A\$1.6 billion)
September 2015	New Hope acquired a 40% interest in Bengalla coal mine (US\$606 million)
March 2017	Merger between Pengana Holdings Pty Ltd and Hunter Hall International Limited
April 2017	TPG acquired rights to the frequency spectrum in the 700 MHz band (A\$1.26 billion)
June 2018	API acquired Clearskincare Clinics (A\$127.4 million)
August 2018	New Hope acquired up to a further 40% interest in Bengalla coal mine (A\$860 million)
August 2018	TPG announced a merger of equals with Vodafone Hutchinson Australia Pty Limited (A\$15 billion)
October 2018	Brickworks acquired Glen-Gery Corporation in United States (U.S.\$110 million)
December 2018	TPG/Vodafone Hutchinson Australia Pty Limited Joint Venture acquired national 5G spectrum (A\$263 million)
March 2019	New Hope Corporation acquired additional 10% interest in Bengalla coal mine from Mitsui & Co Ltd (A\$215 million)
August 2019	Brickworks acquired Sioux City Brick & Tile Co. in the United States (U.S.\$32 million)
June 2020	TPG merger of equals with Vodafone Hutchinson Australia Pty Limited completed
June 2020	Tuas Ltd (the Singapore operations of TPG Telecom) demerged from TPG Telecom

## Disposals

July 2008	New Hope Corporation's sale of New Saraji coal project (A\$2.45 billion)
September 2009	Brickworks sold its Scoresby brickworks site to Mirvac (A\$93.7 million)
August 2010	New Hope's sale of its 16.7% interest in Arrow Energy Holdings (A\$576 million)
February 2013	Brickwork's sale of a 50% stake in the Oakdale South site (A\$62.6 million)
November 2014	Sale of the two SRG Distribution Centres (A\$153 million)
July 2015	Brickworks sold Coles Chilled Distribution Centre (A\$253 million)
May 2017	WHSP sold its 4.5% stake in API (A\$55 million)
July 2017	WHSP sold its stake in Ruralco Holdings Limited (A\$23 million)
November 2017	WHSP sold 9.6% of its stake in New Hope Corporation (A\$176 million)
March 2018	WHSP sold its Pitt Street building (A\$95 million)
November 2018	Brickworks sold 7.9 million shares in WHSP (A\$209 million)
December 2018	API proposed merger with Sigma Healthcare <sup>(1)</sup>
December 2020	WHSP sold 6.07% of its stake in New Hope Corporation (A\$70.2 million)

### Note:

(1) The proposed merger did not proceed and API sold its stake in Sigma Healthcare in December 2019.

## Recent Developments

### COVID-19 Pandemic

In December 2019, an illness caused by a novel strain of coronavirus, COVID-19, was reported to be first detected in Wuhan, the People's Republic of China, and has since spread globally. On 11 March 2020, the World Health Organisation categorised the rapidly spreading COVID-19 outbreak as a global pandemic. The spread of COVID-19 and the measures taken in response to the pandemic have caused significant disruption across many geographies and markets, and resulted in significant economic damage, interrupted business activities and supply chains, high levels of unemployment, border closures and travel restrictions, and volatile financial, commodity and other markets. In response to the COVID-19 pandemic, national and local governments, including in Australia and other countries where the Group operates, implemented unprecedented and significant restrictions on movement and activity to slow or stop the spread of the COVID-19 pandemic.

The COVID-19 pandemic impacted WHSP's investment subsidiaries to varying degrees. Overall, WHSP was relatively unaffected and did not participate in government funding, did not require rent relief and did not reduce its workforce. WHSP has not been required to grant any material deferrals or rent waivers for its investment properties and has not received any material benefit from the deferral or waiver of lease payments.

New Hope Corporation's revenues were lower due to U.S.\$ thermal coal prices and lower production at its Queensland mines, partly offset by a full year contribution from its 80% interest in the Bengalla Joint Venture (Bengalla Mine) and a lower A\$/U.S.\$ exchange rate.

TPG Telecom's contribution was lower due to net margin reduction from the migration to the NBN and WHSP not taking up a share of TPG's income due to the merger of TPG and Vodafone Hutchinson Australia Pty Limited ("**Vodafone**").

Brickworks experienced a fall in demand in its building products businesses in Australia and North America due to the COVID-19 pandemic, partly offset by a solid contribution from its property division. Round Oak Minerals saw increased revenues from its Barbara and Mt Colin mines entering production, offset by lower commodity prices and high ore treatment charges.

Further discussion on the impact of COVID-19 on WHSP's investment portfolio is set out in the section entitled "*Business of the Group – Overview of the Group's key investments*" of this Offering Circular.

The Group continues to monitor the development of the COVID-19 pandemic closely. However, the impact of the COVID-19 pandemic on the Group's business will depend on a range of factors which the Group is not able to accurately predict, including the duration, severity, potential recurrence and scope of the pandemic and the nature and severity of the measures adopted by governments. The outbreak and restrictions imposed to contain the COVID-19 pandemic may be further broadened or continue for extended periods of time.

### ***Withdrawal of indicative non-binding offer to acquire Regis Healthcare***

On 19 November 2020, WHSP and Ashburn Pty Ltd ("**Ashburn**") (an entity controlled by Mr Bryan Dorman, the co-founder and major shareholder of Regis Healthcare) submitted a non-binding, indicative proposal (the "**Proposal**") to acquire all of the shares of Regis Healthcare, an aged care provider listed on the ASX, at A\$1.85 per share. The Proposal was subject to, among other things, the board of directors of Regis Healthcare granting due diligence access to WHSP. On 20 November 2020, the Proposal was rejected by the board of directors of Regis Healthcare on the basis that the Proposal, in their view, materially undervalued Regis Healthcare. On 20 January 2021, WHSP announced that it has withdrawn the Proposal and ceased its association with Ashburn and Mr Dorman. See "*Risk Factors – Risks Relating to the Group – The Group may not be able to successfully identify and acquire suitable acquisition targets or make strategic investments*".

### **Investment Strategy**

WHSP has a diversified, uncorrelated portfolio of investments across listed equities, private equity / venture capital, property, corporate loans and cash. The diversified portfolio delivers cash returns in the form of dividends and distributions, interest income and gains on the sale of assets.

WHSP has a counter cyclical and value focused approach, with a flexible mandate that permits investment in early stage companies. The flexible mandate and nimble decision-making enables WHSP to take advantage of market opportunities as and when they arise. WHSP actively assists portfolio companies in accessing growth capital and undertaking strategic M&A. WHSP reviews investment opportunities on a daily basis and takes an opportunistic approach to new investments.

WHSP's structure as an investment holding company provides flexibility as it did not have to face the constraints imposed on mutual fund structures such as the requirement for fund redemptions in bear markets. WHSP and Brickworks have held cross shareholdings for about 40 years which has provided flexibility and stability across multiple market cycles, both as a source of earnings and cashflow diversification.

WHSP relies on the management teams and board of each portfolio company to formulate and execute strategy. WHSP's role is to consider whether to buy, hold or sell the shares and whether to change management or the board (to the extent it has that capacity).

### **Portfolio Management**

For all investments over A\$30 million, approval is required from the Issuer's board of directors (the "**Board**"). The scope of due diligence required varies depending on the size and complexity of the investment. Larger, more complex transactions are subject to more extensive due diligence and require an investment paper to be presented to the Board for decision. Smaller investments below A\$30 million have delegated approvals to relevant managers of certain assets. WHSP does not have any firm commitments to make any new investments and largely takes an opportunistic approach to new investments.

WHSP actively monitors its investments and has a representative on the board of directors for most of its major investments. However, WHSP does not generally have active operational control of any of its investments. Engagement with portfolio companies is via WHSP's representative(s) on the board of directors of the relevant portfolio company and voting. This approach is largely unchanged irrespective of the size of WHSP's shareholding and whether the investment is controlled. Wholly-owned subsidiaries have greater oversight by WHSP given (a) they are not listed and do not have the same governance structures as a listed entity; (b) they are typically smaller and benefit from engagement with WHSP; and (c) WHSP has legal and regulatory obligations attached to its wholly-owned subsidiaries.

### **Funding capacity**

As at 31 December 2020, WHSP had cash and undrawn debt of approximately A\$302 million which may be utilised for investments.

## **Overview of the Group's key investments**

WHSP operates five distinct operating segments – TPG Telecom, Brickworks, New Hope, Round Oak Minerals and other investing activities. WHSP's A\$5.2 billion portfolio (as at 31 December 2020) is split across listed equities (which comprise more than 50% of its investment portfolio), private equity / venture capital, property, corporate loans and cash. WHSP's key investments include TPG Telecom Limited (ASX: TPG), New Hope Corporation Limited (ASX: NHC), Australian Pharmaceuticals Industries Limited (ASX: API) and Brickworks Limited (ASX: BKW).

### **TPG Telecom**

#### Description

WHSP has a 12.6% shareholding in TPG Telecom Limited (ASX: TPG) and one non-executive director representative on TPG's board of directors. TPG is an ASX-listed full service telecommunications provider headquartered in Sydney, Australia. TPG provides consumer, wholesale and corporate telecommunications services and offers voice, internet and data solutions with customers including consumers, SMEs, large corporations and government. Following a merger with Vodafone in July 2020, TPG is now Australia's third largest telecommunications provider, behind Telstra and Optus.

TPG owns and operates fixed and mobile network infrastructure, including over 27,000 kilometres of metropolitan and inter-capital fibre networks, international subsea cable systems and a mobile network. TPG's mobile network comprises over 5,600 sites, including a 4G network covering over 22 million Australians, a 5G network which is currently being rolled out, international transit capacity, and spectrum assets.

#### Recent performance

WHSP's telecommunications portfolio comprising TPG Telecom and Tuas Ltd (ASX: TUA) performed strongly in FY 2020, achieving a total return of 27.6%. A\$120.9 million was distributed to WHSP as part of TPG's special dividend in July 2020, following the merger with Vodafone. TPG contributed A\$1.1 billion to the Group's net profit after tax in FY 2020, largely due to an accounting gain from de-recognition of TPG as an associate.

Synergies from the merger with Vodafone related to network integration are being realised and continue to progress positively. 455 mobile sites have been upgraded since the merger, additional fibre has been rolled out for 700 Vodafone mobile sites and 5G network expansion continues with more than 1,200 sites currently in planning. TPG is targeting over 85% population coverage in Australia's top six cities by the end of 2021. TPG's strong broadband business and fibre infrastructure is highly complementary with Vodafone's mobile infrastructure and customer base. The merged entity will be able to offer bundled services across better network infrastructure and achieve synergies through reducing duplicate costs.

#### COVID-19 impact

TPG's mobile segment was heavily impacted by the COVID-19 pandemic, suffering an approximate 80% reduction in margin contribution from roaming (inbound and outbound tourists), approximately 30% lower prepaid and approximately 20% lower post-paid connections due to a decline in international visitors. Lockdowns in India reduced contact centre operations, however, these operations have now resumed. ARPU declined due to offers to customers of extra data, free calls and financial hardship plans during height of the pandemic, which included the suspension of late payment fees.

TPG anticipates roaming margins will remain compressed in the near term, and retail traffic will remain subdued. However, customer demand for services remains strong, driven by increased customer reliance on services for remote working and education arrangements, especially fixed broadband. TPG broadband is not as exposed to the reduction in tourism numbers or retail lockdown.

### **New Hope Corporation**

### Description

WHSP has a 43.94% shareholding in New Hope Corporation Limited (ASX: NHC) and three representatives on New Hope Corporation's board of directors. The value of WHSP's interest in New Hope Corporation represents 7.2% of WHSP's listed market capitalisation as at 31 December 2020. New Hope Corporation is an ASX-listed, Australian energy company with operations in coal mining, exploration, port operation, oil and agriculture. New Hope Corporation's producing assets are currently 100% thermal coal, with an exploration metallurgical coal project in the pipeline. More than 90% of its total coal production is directly sold to export markets, predominantly in the Asia Pacific region. The remainder coal production is sold domestically to general industry processors and manufacturers.

New Hope Corporation operates through three main segments: coal mining in Queensland, coal mining in New South Wales and other segment. Mining operations comprise production, processing, transportation, port operations and marketing. Other segment operations include coal exploration, oil and gas related exploration, development, production and processing, pastoral operations and administration.

### Recent performance

New Hope Corporation faced coal pricing headwinds throughout FY 2020, recording a net loss after tax and non-regular items of A\$156.8 million. Despite lower production at a key site, New Acland, total saleable coal production increased 4% to 11.3 million tonnes. New Hope Corporation contributed a loss after tax of A\$78.4 million to WHSP's net profit after tax in FY 2020 (FY 2019: A\$105.3m profit). The reduction in contribution was largely due to impairment charges on WHSP's Queensland mining operations, Bridgeport oil and gas operations and coal development assets.

### COVID-19 impact

COVID-19 presented operational challenges, limiting the movement of labour and materials required to keep operations running. It also required changed work practices to minimise the threat of COVID-19 entering sites. Coal market fundamentals deteriorated (highs of over U.S.\$100/t in late 2018 to an average of just over U.S.\$50/t for the first half of 2020), with the short-term outlook for thermal coal demand heavily dependent on post pandemic economic and industrial recovery.

Looking forward, the COVID-19 pandemic will continue to affect energy demand in New Hope Corporation's markets and alter the balance of the energy mix. The mid to long-term outlook is likely to improve as the need for industrial and domestic electricity generation remains strong based on future growth in Asia, which is New Hope Corporation's key export market. Work will continue on New Hope Corporation's development assets at Burton, Lenton and the North Surat, with the Burton metallurgical coal project being the most prospective short-term development opportunity.

## **API**

### Description

WHSP has a 19.3% shareholding in Australian Pharmaceutical Industries Limited (ASX: API), with no board representation. API is an ASX-listed vertically integrated wholesaler and retailer of pharmaceuticals and over the counter medicines, with operations across four main segments – Pharmacy Distribution, Priceline, Consumer Brands and Clear Skincare. Pharmacy Distribution is API's largest segment, comprising approximately 72% of its FY 2020 revenue, followed by Priceline, a leading Australian pharmaceutical and health & beauty retailer. Consumer Brands is a New Zealand based manufacturer and supplier of health and beauty products. Clear Skincare operates skincare clinics across Australia and New Zealand.

### Recent performance

API continues to rationalise its cost base with an ongoing cost reduction programme that included the closure of two distribution centres, 14 Priceline company stores and restructuring of support offices. API's cost of business has reduced substantially, with a decline of 70 basis points as compared to the previous corresponding period reported during FY 2020 results.

API has invested in a number of growth initiatives, recently launching the next-generation Sister Club, Priceline's loyalty programme. Using new software API is able to track customer's shopping behaviour

more accurately, with data analytics enabling more active customer management and personalised marketing activity to reward higher-margin, higher-spending customers. API also continues to invest in the development of a new Sydney distribution centre which is on track to open late in the 2022 calendar year, and plans to continue expanding the Clear Skincare network.

Additional funding from the Seventh Community Pharmacy Agreement will enable API to offset CPI increases in costs and address the ongoing impact of Pharmaceutical Benefit Scheme regulatory reforms, providing further uplift for FY 2021.

### COVID-19 impact

As a vital healthcare service, Pharmacy Distribution and Priceline Pharmacy stores remained operational throughout the COVID-19 pandemic with no significant impact on the delivery of medicines. Priceline company-owned stores (non-pharmacy) and Clear Skincare clinics were closed for periods of up to 17 weeks. API rationalised its Priceline company store network after considering the long-term impacts of the COVID-19 pandemic on foot traffic in central business districts and shopping centres relative to on-going rent expense. Given Priceline's company owned stores do not benefit from the additional foot traffic that dispensaries provide to Priceline Pharmacies, API reduced the network by 14 stores. Due to the COVID-19 pandemic, Priceline's online sales saw a significant increase, up 69%, with the rapid roll out of Click & Deliver and Click & Collect enhancing Priceline's omni-channel offering.

## **Brickworks**

### Description

WHSP has a 43.8% shareholding in Brickworks Limited (ASX: BKW) and one representative on the Brickworks' board of directors. Brickworks is an ASX-listed manufacturer, supplier and distributor of building products for the residential and commercial markets in Australia and internationally. Brickworks maintains a cross-shareholding with WHSP which was created in 1969 via a share swap as part of a long-term strategy to diversify earnings and protect against a takeover at a time when takeovers were common in the Australian market. Brickworks holds a 39.4% interest in WHSP.

### Operations

Brickworks is diversified across four business divisions, which include manufacturing building products in Australia and North America, a property development division and an investments portfolio.

Building Products Australia is one of Australia's largest building material manufacturers, comprising 29 manufacturing sites and over 40 design centres. Portfolio includes Austral Bricks, Australia's largest clay brick manufacturer with significant market positions in every state, and Austral Masonry, Australia's second largest masonry manufacturer. Products include clay bricks and pavers, concrete masonry blocks, retaining wall systems, stone, precast concrete panels, concrete, terracotta and solar roof tiles, terracotta façades and lightweight building systems.

Building Products North America was established upon the acquisition of Glen-Gery Corporation in October 2018; followed by further bolt-on acquisitions of Sioux City Brick & Tile Co. in August 2019 and Redland Brick assets in February 2020. Operations comprise 10 brick plants and one manufactured stone plant, 11 company operated distribution outlets and a vast reseller network, with leading positions in the Midwest, Northeast and Mid-Atlantic states.

Property engages in the utilisation of land, including the sale of property and investment in property trusts. Investments include a 39.4% interest in WHSP.

### Recent performance

Brickworks delivered strong FY 2020 financial results with statutory net profit after tax of A\$299 million, up 93% on the prior year. This result included a significant one-off profit in relation to Brickworks' shareholding in WHSP, triggered by the merger of WHSP's associate TPG with Vodafone. Excluding discontinued operations and significant items, Brickworks' underlying net profit after tax in FY 2020 was A\$146 million, down 38% from the record result achieved in prior years. Brickworks contributed A\$42 million to WHSP's regular profit after tax for FY 2020.

FY 2021 growth is driven by a solid pipeline of projects within Building Products Australia and growth from Property with the first facility at Oakdale East to be completed within the financial year. However, headwinds exist with significant uncertainty in Building Products North America given ongoing disruptions to manufacturing operations and sales below expectations in first quarter of FY 2021.

#### COVID-19 impact

COVID-19 created disruption for Brickworks. Government imposed shutdowns in March impacted manufacturing plants in Pennsylvania. In subsequent months several additional plants in Australia and the United States were taken offline to preserve cash and control inventory. However, building products demand remained relatively resilient and there was no impact on Property Trust rental collections.

#### **Financial Services portfolio**

WHSP's financial services portfolio provides exposure to both Australian and international equities, with investments in funds management, corporate advisory and listed investment companies. The table below sets out WHSP's shareholdings in the companies under its financial services portfolio:

<b>Name of portfolio company</b>	<b>WHSP's holdings as at 31 July 2020</b>
BKI Investment Company Limited (ASX:BKI)	8.5%
Contact Asset Management Pty Limited	20.0%
Ironbark Asset Management	31.2%
Milton Corporation Limited (ASX:MLT)	3.3%
Pengana Capital Group Limited	38.7%
Pengana International Equities Limited (ASX:PIA)	9.6%
Pitt Capital Partners Limited	100.0%
360 Capital Total Return Fund (ASX:TOT) <sup>(1)</sup>	6.5%

#### **Note:**

(1) In December 2019, the responsible entity for 360 Capital Total Return Fund ("**360 Capital TRF**") finalised the scheme of arrangement under which 360 Capital TRF acquired all of the ordinary shares of URB Investments Limited ("**URB**"). As a result, WHSP received .9833 360 Capital TRF securities for each of its URB shares.

#### **Round Oak Minerals**

WHSP owns 100% of Round Oak Minerals, a mining and exploration company focused primarily on the production of copper, zinc and gold with several operating assets throughout Australia, as well as projects under development.

#### **Property portfolio**

WHSP's property portfolio comprises 100% ownership of a Pennant Hills office building and Industrial property at Castle Hill. In July 2020, contracts were exchanged to sell Penrith shopping centre (which WHSP has 50.1% interest) at book value.

#### **Private Equity portfolio**

WHSP's private equity portfolio comprises investments in Ampcontrol (WHSP shareholding: 42.9%), Aquatic Achievers (WHSP shareholding: 100.0%), Dimeo Cleaning Services (WHSP shareholding: 16.0%), Seven Miles Coffee Roasters (WHSP shareholding: 40.0%), Specialist Oncology Property (WHSP shareholding: 17.3%) and a recent investment in the agricultural sector.

WHSP's private equity portfolio was relatively unaffected by the COVID-19 pandemic with the exception of Aquatic Achievers which was impacted by operating restrictions at its swim schools. Restrictions have since ended and Aquatic Achievers is operating profitably again.

#### **Equity portfolio**

WHSP's equity portfolio comprises a large caps portfolio externally managed by Contact Asset Management and a small caps portfolio with capital allocated towards earlier stage, higher growth companies. The performance for the Group's large caps portfolio and small caps portfolio as at 31 July 2020 is set out below:

Large caps portfolio performance	WHSP portfolio (%)	ASX 300 Accumulation Index (%)
12 months to 31 July 2020	- 7.8%	- 9.7%
18 months to 31 July 2020	+ 5.7%	+ 4.8%

Small caps portfolio performance	WHSP portfolio (%)	ASX 300 Accumulation Index (%)
6 months to 31 January 2020	+ 18.1%	+ 2.8%
12 months to 31 July 2020	+ 4.4%	- 8.5%
25 March 2020 to 31 August 2020	+ 68.9%	+ 42.0%

### Contribution to WHSP

#### Net Asset Value of WHSP

As at 31 December 2020	Value of WHSP's Holding (A\$ million) <sup>1</sup>	Portfolio weighting (%)	Dividends and distributions paid to WHSP (A\$ million) <sup>2</sup>
Telecommunications portfolio	1,780	33.9%	104.1
Brickworks	1,260	24.0%	38.1
New Hope Corporation	517	9.9%	62.4
Financial Services portfolio	358	6.8%	19.9
Pharmaceutical portfolio	301	5.7%	5.6
Round Oak Minerals	161	3.1%	-
Equities portfolio	593	11.3%	16.1
Private Equity portfolio	281	5.4%	4.5
Property portfolio	93	1.8%	2.3
Cash and other net assets (excluding bank borrowings) <sup>3</sup>	346	6.6%	-
Less: bank borrowings	(447)	(8.5%)	-
<b>Net asset value (pre-tax)</b>	<b>5,244</b>	<b>100.0%</b>	<b>-</b>



**Note:**

- (1) Listed investments valued at market value. Unlisted investments valued at cost or at director's valuation.
- (2) Dividends and distributions paid as at 31 July 2020.
- (3) Includes fixed interest investments and corporate loans.

WHSP is focused on delivering growth in the capital value of its investment portfolio. This is measured by growth in the net asset value (pre-tax), which is a key performance indicator. WHSP's pre-tax net asset value as at 31 December 2020 of A\$5.2 billion decreased 4.1% in comparison to 31 July 2019. Significant changes in the last 12 months include TPG's merger with Vodafone and spin-off of Tuas Limited and reduced valuation of New Hope Corporation as a result of lower coal prices and uncertainties in relation to the development of the New Acland mine. Key listed investments including TPG Telecom, Brickworks and New Hope Corporation, collectively comprise approximately 66% of WHSP's pre-tax net asset value as at 31 December 2020.

As a holding company, WHSP receives dividends instead of having access to operating cashflows. WHSP received A\$252.3 million in dividends and distribution income across all investments in FY 2020, with telecommunications and New Hope Corporation the largest contributors, as they each distributed A\$104.1 million and A\$62.4 million, respectively, to WHSP. On 8 December 2020, WHSP announced its disposal of 50,000,000 fully paid ordinary shares in the capital of New Hope Corporation. Following such disposal, WHSP's shareholding in New Hope Corporation decreased from 50.01% to 43.94%.

Within the equities portfolio, large caps investments contributed dividends and distributions of A\$13.8 million and small caps investments contributed dividends of A\$2.3 million as at 31 July 2020. Both equities portfolios outperformed their relevant benchmark indices over a 12 month period to 31 July 2020, with large caps investments returning (7.8)%, outperforming the ASX300 Accumulation Index by 1.9% and small caps investments returning 4.4%, outperforming the ASX Small Ordinaries Accumulation Index by 12.9%.

**Employees**

As of 31 July 2020, the Group had approximately 1,100 full-time employees. The following table sets out the breakdown of full-time employees by functions as of 31 July 2020:

<b>Functions</b>	<b>Number of employees</b>
Executives	35
Managers	118
Professionals	201
Clerical and administration	51
Technicians, trade and machinery operators	678
Labourers	17
<b>Total</b>	<b>1,100</b>

In addition, the Group contracts with third parties for the provision of temporary employees from time to time.

**Litigation**

The Group may, from time to time, be subject to various legal proceedings and claims that are incidental to its ordinary course of business. As at the date of this Offering Circular, the Group is not involved in any litigation or arbitration proceedings which may have a material effect on the Group's business or financial position.

## DIRECTORS AND MANAGEMENT

WHSP has benefitted from the long tenure of its board and management team and strong corporate governance, including a majority of independent professional directors on the board.

### Board of Directors

Brief profiles of the directors of the Issuer as at the date of this Offering Circular are as follows:

#### **Robert Dobson Millner**

*Chairman, Member of the Nomination, Remuneration and Risk Committees*

Mr. Millner has been a Non-executive Director of the Issuer since 1984 and he was appointed Chairman in 1998. Mr. Millner has extensive experience in the investment industry. He is also a director of a number of WHSP's listed investment portfolio companies, Apex Healthcare Berhad, Brickworks Limited, BKI Investment Company Limited, Milton Corporation Limited, New Hope Corporation Limited, TPG Telecom Limited and Tuas Limited.

#### **Todd James Barlow**

*Managing Director, Member of the Risk Committee*

Mr. Barlow was appointed Chief Executive Officer of the Issuer in April 2014 having previously been the Managing Director of Pitt Capital Partners Limited for five years. Mr. Barlow has extensive experience in mergers and acquisitions, equity capital markets and investing and has been responsible for a number of the Group's investments since joining the Group in 2004. His career has spanned positions in law and investment banking in Sydney and Hong Kong. Mr. Barlow has a Bachelor of Business and Bachelor of Laws (Honours) from the University of Technology, Sydney. He is also a director of WHSP's listed portfolio companies, New Hope Corporation Limited and Palla Pharma Limited.

#### **Tiffany Lee Fuller**

*Non-executive Director, Member of the Audit, Nomination, Remuneration and Risk Committees*

Mrs. Fuller is an experienced public company director with a background in chartered accounting, private equity and investment banking. Her experience includes financial advisory, corporate finance, investment management, mergers and acquisitions and management consulting. Mrs. Fuller holds a Bachelor of Commerce Degree from the University of Melbourne and is a member of the Chartered Accountants Australia and New Zealand and a graduate of the Australian Institute of Company Directors. She is also a director of ASX listed companies, Computershare Limited and Smart Parking Limited.

#### **Michael John Hawker**

*Lead Independent Director, Non-executive Director, Chairman of the Nomination and Risk Committees and Member of the Audit and Remuneration Committees*

Mr. Hawker has been a Non-executive Director of the Issuer since 2012. Mr. Hawker is a professional company director with over 30 years of experience in financial markets and investment. He was Chief Executive Officer and Managing Director of Insurance Australia Group from 2001 to 2008. From 1995 to 2001, Mr. Hawker held a range of positions at Westpac, including Group Executive of Business and Consumer Banking and General Manager of Financial Markets. Prior to this, he held a number of positions at Citibank, including Deputy Managing Director for Australia and subsequently Executive Director, Head of Derivatives, Europe. Mr. Hawker has been Chairman of the Insurance Council of Australia, Chairman of the Australian Financial Markets Association, a member of the Australian Governments Financial Sector Advisory Committee and a member of the Business Council of Australia. Mr. Hawker is also a Non-executive Director of Westpac Banking Corporation, a company listed on the ASX, as well as a Director of The British United Provident Association Limited ("**BUPA**") (Global United Kingdom based board) and Deputy Chairman of BUPA (Australian boards).

#### **Thomas Charles Dobson Millner**

*Non-executive Director, Member of the Nomination, Remuneration and Risk Committees*

Mr. Millner has been a Non-executive Director of the Issuer since 2011. Mr. Millner is a Director and Co-Portfolio Manager of Contact Asset Management Pty Limited which is the manager of BKI Investment Company Limited (ASX: BKI) (“**BKI**”), a listed investment company on the ASX. Mr. Millner’s experience includes 17 years within the financial services industry, including 15 years in active portfolio management of Australian equities, nine years as a CEO of an Australian listed company, BKI as well as eight years as a Director of several Australian listed companies. Mr. Millner has a Bachelor of Industrial Design degree and a Graduate Diploma in Applied Finance. He is also a Fellow of the Financial Services Institute of Australasia and a graduate of the Australian Institute of Company Directors. He is also a director of New Hope Corporation Limited, a listed company on the ASX.

### **Warwick Martin Negus**

*Non-executive Director, Chairman of the Remuneration Committee and Member of the Audit, Nomination and Risk Committees*

Mr. Negus has been a Non-executive Director of the Issuer since 2014. Mr. Negus has over 30 years’ experience in the banking and finance sectors including both senior management and director roles. He has extensive experience in managing equity and property portfolios. He has a Bachelor of Business Degree from the University of Technology Sydney and a Master of Commerce from the University of New South Wales. He is a Senior Fellow of FINSIA. Mr. Negus is a Director of NSW Rugby Union Limited, Terrace Tower Group Pty. Limited and a Member of the Council of UNSW. He is also a director of ASX listed companies, Bank of Queensland Limited and Pengana Capital Group Limited.

### **Josephine Louise Sukkar**

*Non-executive Director*

Mrs. Sukkar has been a Non-executive Director of the Issuer since July 2020. Mrs. Sukkar is a co-founder and Principal of an Australian construction company, Buildcorp. She is an experienced business owner and public company director, serving on a number of public, government and honorary boards, including Opera Australia, the Property Council of Australia and the Green Building Council of Australia. Mrs. Sukkar has a Bachelor of Science (Hons), is a Fellow of the University of Sydney and is a member of the Order of Australia. She is also a director of ASX-listed real estate investment trust, Growthpoint Properties Australia Limited.

### **Robert Gorden Westphal**

*Non-Executive Director, Chairman of the Audit Committee and Member of the Nomination, Remuneration and Risk Committees*

Mr. Westphal has been a Non-executive Director since 2006. Mr. Westphal is a Chartered Accountant and was a partner of Ernst & Young for 25 years. He has many years of experience in corporate transactions with particular emphasis on mergers and acquisitions, due diligence and valuation across a variety of industry sectors. Mr. Westphal was formerly the Chairman of the Board of Governors of Queenwood School for Girls Limited for 10 years.

## **Senior Executives**

### **David Grbin**

*Chief Financial Officer*

Mr. Grbin joined the Issuer in April 2018. He is a chartered accountant with over 20 years’ experience as an ASX-listed company chief financial officer, operating in high growth or turnaround situations, across industries as diverse as e-commerce, financial services as well as transport and logistics. Mr. Grbin has also been a divisional chief executive, leading a corporate trust business operating in Australia, New Zealand and Singapore. Mr. Grbin is a member of Chartered Accountants Australia and New Zealand and holds a Bachelor of Economics (Honours) from the University of Adelaide. He has attended the Insead Advanced Management Program.

### **Ida Lawrance**

### *Head of Legal and Governance*

Ms. Lawrance is a legal and governance professional with over 20 years of experience. Her experience includes 14 years within the financial services industry, including as a company secretary and division director of an Australian listed diversified financial services company, Macquarie Group. Prior to this, Ms. Lawrance practiced as a lawyer in both the private and public sectors. Ms. Lawrance has a Bachelor of Commerce (Honours) and a Master of Laws. She is a Fellow of the Governance Institute of Australia and a Graduate of the Australian Institute of Company Directors.

## **SUBSTANTIAL SHAREHOLDERS**

As of the date of this Offering Circular, the Issuer has three substantial holders (which is a holder who individually holds more than 5% shareholdings in the Issuer's issued capital), being Brickworks Limited and its subsidiaries, Mr. Robert Dobson Millner and Mr. Thomas Charles Dobson Millner.

As of the date of this Offering Circular, the Issuer's free float is 124,819,702 shares (i.e 52.14%). The free float number excludes shares held by, or on behalf of any Director of the Issuer and his or her associates (as such term is defined in the ASX Listing Rules).

## TERMS AND CONDITIONS OF THE NOTES

*The following, subject to completion and amendment, and save for the paragraphs in italics, is the text of the Terms and Conditions of the Notes.*

*If the Notes were to be issued in definitive form, the terms and conditions set out on the reverse of each of such Notes (as the case may be) would be as follows. While the Notes are represented by a Global Certificate (as defined in the Trust Deed (as defined below)), they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Certificate.*

The issue of the A\$225,000,000 0.625 per cent. Senior Convertible Notes due 2026 (the “**Notes**”, which expression shall, unless otherwise indicated, include any further Notes issued pursuant to Condition 18 and consolidated and forming a single series with the Notes) was (save in respect of any such further Notes) authorised by a resolution of the board of Directors of Washington H. Soul Pattinson and Company Limited (ABN 49 000 002 728) (the “**Issuer**”) passed on 21 January 2021. The Notes are constituted by a trust deed dated 29 January 2021 (the “**Closing Date**”) (as amended and/or supplemented from time to time, the “**Trust Deed**”) between the Issuer and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include its successors and all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the holders (as defined below) of the Notes. The statements set out in these terms and conditions (these “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Notes. The Noteholders (as defined below) are entitled to the benefit of, and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and to have notice of those provisions applicable to them which are contained in the paying, transfer and conversion agency agreement dated 29 January 2021 (as amended and/or supplemented from time to time, the “**Agency Agreement**”) relating to the Notes between the Issuer, the Trustee, The Bank of New York Mellon, London Branch in its capacity as principal paying agent and principal conversion agent (collectively in those capacities, the “**Principal Paying and Conversion Agent**”, which expression shall include any successor as principal paying agent and principal conversion agent under the Agency Agreement), The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as registrar (the “**Registrar**”, which expression shall include any successor as registrar under the Agency Agreement) and in its capacity as transfer agent (the “**Transfer Agent**”, which expression shall include any successor as transfer agent under the Agency Agreement) and any other paying agents, transfer agents and conversion agents for the time being appointed thereunder (such persons, together with the Principal Paying and Conversion Agent and the Transfer Agent referred to below as the “**Paying Agents**”, the “**Conversion Agents**” and the “**Transfer Agents**”, respectively, which expressions shall include their successors as Paying Agents, Conversion Agents and Transfer Agents, respectively, under the Agency Agreement) (collectively, the Registrar, the Paying Agents, the Conversion Agents and the Transfer Agents are the “**Agents**”).

The Issuer has also entered into a calculation agency agreement (as amended and/or supplemented from time to time, the “**Calculation Agency Agreement**”) dated 29 January 2021 with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement) pursuant to which the Calculation Agent has been appointed to make certain calculations and determinations in relation to the Notes. The Noteholders are deemed to have notice of all of the provisions of the Calculation Agency Agreement applicable to them.

For so long as any of the Notes remain outstanding, copies of the Trust Deed, the Agency Agreement and, subject to the Trustee and the Principal Paying and Conversion Agent being provided with a copy of the same by the Issuer, the Calculation Agency Agreement are available for inspection by Noteholders at all reasonable times during normal business hours (being between 9.00 a.m. and 3.00 p.m., London time) at the principal office for the time being of the Trustee (being, at the Closing Date, at One Canada Square, London E14 5AL, United Kingdom) and at the specified office of the Principal Paying and Conversion Agent) following prior written request and proof of holding and identity to the satisfaction of the Trustee or, as the case may be, the Principal Paying and Conversion Agent.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

## 1. FORM, DENOMINATION, TITLE AND STATUS

### (a) *Form and Denomination*

The Notes are in registered form, serially numbered, in principal amounts of A\$200,000 and integral multiples thereof (an “**Authorised Denomination**”). A note certificate (each a “**Certificate**”) will be issued to each Noteholder in respect of its registered holding of Notes.

*Upon issue, the Notes will be represented by a global certificate (the “**Global Certificate**”) registered in the name of a nominee of, and deposited with a common depository for, Euroclear Bank SA/NV and Clearstream Banking S.A. The Conditions are modified by certain provisions contained in the Global Certificate. Except in the limited circumstances described in the Global Certificate, owners of interests in Notes represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Notes. The Notes are not issuable in bearer form. See “Summary of Provisions Relating to the Notes in Global Form”.*

### (b) *Title*

Title to the Notes will pass by transfer and registration in the Register as described in Condition 4. The holder (as defined in Condition 3) of any Note will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or on the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

### (c) *Status*

The Notes constitute direct, unconditional, unsubordinated and (subject to Condition 2) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves. The payment obligations of the Issuer under the Notes rank equally with all its other existing and future unsecured and unsubordinated obligations, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.

## 2. NEGATIVE PLEDGE

So long as any of the Notes remain outstanding (as defined in the Trust Deed), the Issuer will not create or permit to subsist, and will ensure that none of its Material Subsidiaries will create or permit to subsist, any mortgage, charge, lien, pledge or other form of encumbrance or security interest (including any security interest arising under section 12(1) or section 12(2) of the Personal Property Securities Act 2009 of Australia) (each a “**Security Interest**”) upon the whole or any part of its present or future property or assets (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness (other than a Permitted Security Interest) unless in any such case, before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that:

- (a) all amounts payable by the Issuer under the Notes and the Trust Deed are secured equally and rateably with the Relevant Indebtedness or such guarantee or indemnity, as the case may be; or
- (b) such other Security Interest or guarantee or indemnity or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by the Issuer under the Notes and the Trust Deed either:
  - (i) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders than the Security Interest relating to the Relevant Indebtedness; or
  - (ii) as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

### 3. DEFINITIONS

In these Conditions, unless otherwise provided:

**“Alternative Stock Exchange”** means at any time, in the case of the Ordinary Shares, if they are not at that time listed and traded on the ASX, the principal stock exchange or securities market on which the Ordinary Shares are then listed or quoted or dealt in;

**“Associate”** has the meaning it has in section 128F(9) of the Income Tax Assessment Act 1936 of the Commonwealth of Australia;

**“ASX”** or **“Australian Securities Exchange”** means ASX Limited (ABN 98 008 624 691) or the market operated by it, as the context requires;

**“ASX Listing Rules”** means the listing rules of the ASX from time to time;

**“Auditors”** means the auditors for the time being of the Issuer or, if they are unable or unwilling to carry out any action requested of them under the Trust Deed or the Notes, such other firm of accountants as may be nominated by the Issuer and notified in writing to the Trustee for the purpose;

**“Australian Dollars”** and **“A\$”** mean the lawful currency of the Commonwealth of Australia;

**“business day”** means (other than in Condition 8), a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets are open for business in Singapore, Sydney and, if the term is used in relation to a particular place, that place.

**“Cash Dividend”** means:

- (i) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (ii) of the definition of **“Spin-Off”**; and
- (ii) any Dividend determined to be a Cash Dividend pursuant to proviso (i) to the definition of **“Dividend”** and, for the avoidance of doubt, a Dividend falling within provisos (iii) or (iv) to the definition of **“Dividend”** shall be treated as being a Non-Cash Dividend;

**“Change of Control”** means the occurrence of one or more of the following events:

- (i) an offer is made to all (or as nearly as may be practicable to all) Shareholders (or all (or as nearly as may be practicable to all) Shareholders other than the offeror and/or any associate (as defined in sections 11 and 12 of the



Corporations Act) of the offeror) to acquire the whole or any part of the issued ordinary share capital of the Issuer (an “Offer”) and such Offer having become or been declared unconditional in all respects, and the offeror has at any time during the relevant offer period a relevant interest (as defined in the Corporations Act) in more than 50 per cent. of the Ordinary Shares on issue; or

- (ii) any person proposes a scheme of arrangement (including an informal scheme or similar arrangement involving the Issuer) with regard to such Ordinary Shares (other than an Exempt Newco Scheme) (a “Scheme”), where such Scheme:
  - (A) is approved by the Shareholders and all other classes of members or creditors whose approval is required for the scheme of arrangement to take effect; and
  - (B) when implemented will result in a person having a relevant interest (as defined in the Corporations Act) in more than 50 per cent. of the Ordinary Shares that will be in issue after the Scheme is implemented; or
- (iii) an event occurs which has equivalent effect as the events set out in (i) or (ii) above of this definition;

“Change of Control Notice” has the meaning provided in Condition 6(g);

“Change of Control Period” has the meaning provided in Condition 6(b)(x);

“Closing Date” means 29 January 2021;

“Closing Price” means, in respect of an Ordinary Share or any Security, Spin-Off Security, option, warrant or other rights or assets on any Dealing Day, the closing price, as determined by the Calculation Agent, on the Relevant Stock Exchange on such Dealing Day of an Ordinary Share or, as the case may be, such Security, Spin-Off Security, option, warrant or other right or asset published by or derived from “Bloomberg page HP” (or any successor page) (setting “Last Price”, or any other successor setting and using values not adjusted for any event occurring after such Dealing Day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the “DPDF Page”, or any successor or similar setting, switched off) in respect of such Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset and such Relevant Stock Exchange (all as determined by the Calculation Agent) (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Closing Date is SOL AU Equity HP), if available or, in any other case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such Dealing Day and translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such Dealing Day, provided that:

- (i) if on any such Dealing Day (for the purpose of this definition, the “Original Date”) such price is not available or cannot otherwise be determined as provided above, the Closing Price of an Ordinary Share, Security, Spin-Off Security, option, warrant, or other right or asset, as the case may be, in respect of such Dealing Day shall be the Closing Price, determined by the Calculation Agent as provided above, on the immediately preceding Dealing Day on which the same can be so determined, and further provided that if such immediately preceding Dealing Day falls prior to the fifth day before the Original Date, the Closing Price in respect of such Dealing Day shall be considered to be not capable of being determined pursuant to this proviso (i); and;
- (ii) if the Closing Price cannot be determined as aforesaid, the Closing Price of an Ordinary Share, Security, Spin-Off Security, option, warrant, or other right or

asset, as the case may be, shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate.

**“Conversion Date”** has the meaning provided in Condition 6(h);

**“Conversion Notice”** has the meaning provided in Condition 6(h);

**“Conversion Period”** has the meaning provided in Condition 6(a);

**“Conversion Period Commencement Date”** has the meaning provided in Condition 6(a);

**“Conversion Price”** has the meaning provided in Condition 6(a);

**“Conversion Right”** has the meaning provided in Condition 6(a);

**“Corporations Act”** means the Corporations Act 2001 of Australia;

**“Current Market Price”** means, in respect of an Ordinary Share at a particular date, the average of the daily Volume Weighted Average Price of an Ordinary Share on each of the ten consecutive Dealing Days ending on the Dealing Day immediately preceding such date as determined by the Calculation Agent, provided that:

- (i) for the purposes of determining the Current Market Price pursuant to Condition 6(b)(iv) or Condition 6(b)(vi) in circumstances where the relevant event relates to an issue of Ordinary Shares, if at any time during the said ten Dealing Day period (which may be on each of such ten Dealing Days) the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and/or during some other part of that period (which may be on each of such ten Dealing Days) the Volume Weighted Average Price shall have been based on a price with entitlement to Dividend (or with any other entitlement), in any such case which has been declared or announced, then:
  - (A) if the Ordinary Shares to be so issued do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price with entitlement to such Dividend (or with such other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the first date on which the Ordinary Shares are traded ex- such Dividend or entitlement on the Relevant Stock Exchange (or, where on each of the said ten Dealing Days the Volume Weighted Average Price shall have been based on a price with entitlement to Dividend (or with any other entitlement), as at the date of first public announcement of such Dividend or entitlement), in any such case, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; or
  - (B) if the Ordinary Shares to be so issued do rank for the Dividend or entitlement in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price ex-Dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the date of first public announcement of such Dividend (or entitlement), in any such case, determined by the

Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;

- (ii) for the purposes of any calculation or determination required to be made pursuant to paragraph (i) of the definition of “Dividend”, if on any of the said ten Dealing Days the Volume Weighted Average Price shall have been based on a price with entitlement to the relevant Dividend or capitalisation giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on any such Dealing Day shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant Cash Dividend as at the first date on which the Ordinary Shares are traded ex- such Cash Dividend on the Relevant Stock Exchange, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; and
- (iii) for any other purpose, if any day during the said ten Dealing Day period was the Ex-Date in relation to any Dividend (or any other entitlement) the Volume Weighted Average Prices that shall have been based on a price with entitlement to such Dividend (or with such entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the first date on which the Ordinary Shares are traded ex- such Dividend or entitlement on the Relevant Stock Exchange;

“**Dealing Day**” means a day on which the Relevant Stock Exchange is open for business and on which Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets (as the case may be) may be dealt in, and on which participants may obtain market values for Ordinary Shares, other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular closing time;

a “**Delisting**” occurs when the Ordinary Shares:

- (i) cease to be quoted, listed or admitted to trading on the ASX or any Alternative Stock Exchange (as relevant); or
- (ii) are suspended from trading on the ASX or any Alternative Stock Exchange (as the case may be) for a period of more than 30 consecutive Dealing Days;

“**Dividend**” means any dividend or distribution to Shareholders (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction in capital (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares, or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

- (i) where:

- (A) a Dividend in cash is announced which may at the election of a Shareholder or Shareholders be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or where an issue of Ordinary Shares to Shareholders by way of a capitalisation of profits or reserves is announced which may at the election of a Shareholder or Shareholders be satisfied by the payment of cash, then the Dividend or capitalisation in question shall be treated as a Cash Dividend of an amount equal to:
- (a) (in the case of an issue of Ordinary Shares pursuant to a DRP where the discount per Ordinary Share (as determined and announced by the Issuer) at which Ordinary Shares may be issued pursuant to such DRP in respect of such Dividend (determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit) is equal to or less than 5 per cent. of such reference price as is determined and announced by the Issuer to be applicable for the purpose of determining such discount) the Fair Market Value of such cash amount as at the Ex-Date of the relevant Dividend; or
  - (b) (in the case of an issue of Ordinary Shares pursuant to a DRP where the discount as referred to in (a) above exceeds 5 per cent.) the sum of (x) the Fair Market Value of such cash amount as at the Ex-Date of the relevant Dividend or capitalisation and (y) the difference (if positive) (determined per each Ordinary Share entitled to participate in such DRP, taking into account the number of Ordinary Shares which may be issued pursuant to such DRP in respect of each such Ordinary Share so entitled to participate in such DRP) between the Current Market Price of an Ordinary Share as at the Ex-Date of the relevant Dividend (or, if later, the Dividend Determination Date) and the price per Ordinary Share at which any such Ordinary Share may be issued pursuant to such DRP (determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit); or
  - (c) (in any other case) the greater of:
    - (x) the Fair Market Value of such cash amount as at the Ex-Date of the relevant Dividend or capitalisation; and
    - (y) the Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets, in each case as at the Ex-Date in respect of the relevant Dividend or capitalisation (or, if later, the Dividend Determination Date); or
- (B) (a) there shall be any issue of Ordinary Shares to Shareholders by way of capitalisation of profits or reserves

(including any share premium account or capital redemption reserve) where (other than in circumstances subject to (A) above of this proviso (i)) such issue is or is expressed to be in lieu of a Dividend (whether or not a cash Dividend equivalent or amount is announced) or a Dividend in cash that is to be satisfied (other than in circumstances subject to (A) above of this proviso (i)) by the issue or delivery of Ordinary Shares or other property or assets, or (b) any issue or delivery of Ordinary Shares by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) that is to be satisfied (other than in circumstances subject to (A) above of this proviso (i)) by the payment of cash, then, in the case of (a) the capitalisation or Dividend in question shall be treated as a Cash Dividend of an amount equal to the Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets, in each case as at the Ex-Date of the relevant Dividend or capitalisation (or, if later, the Dividend Determination Date), and, in the case of (b), the capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant capitalisation (or, if later, the Dividend Determination Date), save that where a Dividend in cash is announced which is to be satisfied by the issue or delivery of Ordinary Shares where the number of Ordinary Shares to be issued or delivered is to be determined at a date or during a period following such announcement and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the Ordinary Shares, without factoring in any discount to such price or benchmark, then such Dividend shall be treated as a Cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as such cash amount is determined as aforesaid;

- (ii) any issue of Ordinary Shares falling within Conditions 6(b)(i) or 6(b)(ii) shall be disregarded;
- (iii) a purchase or redemption or buy back of share capital of the Issuer by the Issuer or any Subsidiary of the Issuer shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of Ordinary Shares by or on behalf of the Issuer or its Subsidiaries, the weighted average price per Ordinary Share (before expenses) on any one day (a "**Specified Share Day**") in respect of such purchases or redemptions or buy backs (translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such day) exceeds by more than 5 per cent. the average of the daily Volume Weighted Average Price of:
  - (A) an Ordinary Share on the Relevant Stock Exchange (as published by or derived from the Relevant Stock Exchange) on the five (5) Dealing Days on which sales in Ordinary Shares were recorded immediately preceding the Specified Share Day; or
  - (B) where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Ordinary Shares at some future

date at a specified price or where a tender offer is made, on the five (5) Dealing Days on which sales in Ordinary Shares were recorded immediately preceding the date of such announcement or the date of first public announcement of such tender offer (and regardless whether or not a price per Ordinary Share, a minimum price per Ordinary Share or a price range or a formula for the determination thereof is or is not announced at such time), as the case may be, in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend in the Relevant Currency to the extent that the aggregate price paid (before expenses) in respect of such Ordinary Shares purchased, redeemed or bought back by the Issuer or, as the case may be, any of its Subsidiaries (translated where appropriate into the Relevant Currency as provided above) exceeds the product of:

- (x) 105 per cent. of the average of the daily Volume Weighted Average Price of an Ordinary Share determined as aforesaid; and
  - (y) the number of Ordinary Shares so purchased, redeemed or bought back;
- (iv) if the Issuer or any of its Subsidiaries shall purchase, redeem or buy back any depositary or other receipts or certificates representing Ordinary Shares, the provisions of proviso (iii) of this definition shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Adviser;
  - (v) where a dividend or distribution is paid or made to Shareholders pursuant to any plan implemented by the Issuer for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the Ordinary Shares held by them from a person other than, or in addition to the Issuer, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to Shareholders by the Issuer, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly;
  - (vi) where a Dividend in cash is declared which provides for payment by the Issuer to Shareholders in the Relevant Currency or an amount in cash is or may be paid in the Relevant Currency, whether at the option of Shareholders or otherwise, it shall be treated as a Cash Dividend in the amount of such Relevant Currency or, as the case may be, an amount in such Relevant Currency, and in any other case it shall be treated as a Cash Dividend or, as the case may be, an amount in cash in the currency in which it is payable by the Issuer; and
  - (vii) a dividend or distribution that is a Spin-Off shall be deemed to be a Dividend paid or made by the Issuer,

and any such determination shall be made in good faith by the Calculation Agent, or where specifically provided in these Conditions, by an Independent Adviser and, in either such case, on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;

**“Dividend Determination Date”** means, for the purposes of the definition of “Dividend”, the date on which the number of Ordinary Shares or, as the case may be, amount of other property or assets, which may be issued or delivered is, or is capable of being, determined, and where determined by reference to prices or values or the like on or during a particular day or during a

particular period, the Dividend Determination Date shall be deemed to be such day or the last day of such period, as the case may be;

“**DRP**” means any dividend reinvestment plan implemented by the Issuer from time to time;

“**Equity Share Capital**” means, in relation to any entity, its issued share capital excluding any part of that capital which, neither as regards dividends nor as regards capital, carries any right to participate beyond a specified amount in a distribution of assets on a winding up of the entity;

“**Ex-Date**” means, in relation to any Dividend or capitalisation, the first Dealing Day for the Ordinary Shares on which the Ordinary Shares are traded ex- the relevant Dividend or capitalisation;

“**Exempt Newco Scheme**” means a Newco Scheme where immediately after completion of the relevant Scheme of Arrangement the ordinary shares or units or equivalent of Newco (or depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco) are:

- (i) admitted to trading on the Relevant Stock Exchange; or
- (ii) admitted to listing on such other regulated, regularly operating, recognised stock exchange or securities market as the Issuer or Newco may determine;

“**Extraordinary Cash Dividend**” has the meaning provided in Condition 6(b)(iii)(B);

“**Fair Market Value**” means, with respect to any property on any date, the fair market value of that property as determined in good faith by the Calculation Agent (unless otherwise specified), provided that:

- (i) the Fair Market Value of a Cash Dividend shall be the amount of such Cash Dividend;
- (ii) the Fair Market Value of any other cash amount shall be the amount of such cash;
- (iii) where Securities or Spin-Off Securities, options, warrants or other rights or assets are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or an Independent Adviser as provided for in these Conditions), the Fair Market Value:
  - (A) of such Securities or Spin-Off Securities (to the extent constituting Equity Share Capital), shall equal the arithmetic mean of the daily Volume Weighted Average Prices of such Securities or Spin-Off Securities; and
  - (B) of such Securities or Spin-Off Securities (other than to the extent constituting Equity Share Capital), options, warrants or other rights or assets shall equal the arithmetic mean of the daily Closing Prices of such Securities, Spin-Off Securities, options, warrants or other rights or assets,

in the case of both paragraphs (A) and (B) of this proviso (iii) during the period of five (5) Dealing Days for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such date (or, if later, the first such Dealing Day such Securities or Spin-Off Securities, options, warrants or other rights or assets are publicly traded), or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, all as determined by the Calculation Agent;

- (iv) where Securities or Spin-Off Securities, options, warrants or other rights or assets are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid) or where not capable of being determined pursuant to paragraph (iii) above, the Fair Market Value of such Securities or Spin-Off Securities, options, warrants or other rights or assets shall equal the fair market value of such Securities or Spin-Off Securities, options, warrants or other rights or assets as determined in good faith by an Independent Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities or Spin-Off Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof;
- (v) in the case of proviso (i) above to this definition, translated into the Relevant Currency (if declared or paid or payable in a currency other than the Relevant Currency) at the rate of exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Relevant Currency; and in any other case, translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date; and
- (vi) in the case of provisos (i) and (ii) above to this definition, disregarding any withholding or deduction required to be made on account of tax and any associated tax credit;

**“FATCA”** means:

- (i) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations, instruction or other official guidance, as amended from time to time;
- (ii) any treaty, law, regulation, instruction or other official guidance enacted or amended in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of any law, regulation, instruction or other official guidance referred to in paragraph (i) above of this definition; or
- (iii) any agreement pursuant to the implementation of any treaty, law, regulation, instruction or other official guidance referred to in paragraphs (i) or (ii) of this definition with the U.S. Internal Revenue Service, the government of the United States or any governmental or taxation authority in any other jurisdiction; or
- (iv) any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (i) or (ii) of this definition enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction;

**“Final Maturity Date”** means 29 January 2026;

**“Indebtedness For Borrowed Money”** means any present or future indebtedness (whether being principal, interest or other amounts) for or in respect of:

- (i) money borrowed or raised;
- (ii) liabilities under or in respect of any acceptance or acceptance credit;



- (iii) any notes, bonds, debentures, debenture stock, loan capital, loan stock, certificates of deposit, commercial paper or other securities or instruments, offered, issued or distributed whether by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash or in whole or in part for a consideration other than cash; or
- (iv) any guarantee for, or indemnity in respect of, any of the above;

**“Independent Adviser”** means an independent adviser with appropriate expertise, which may be the Calculation Agent (acting in such Independent Adviser capacity as may be agreed between the Issuer and the Calculation Agent), appointed by the Issuer at its own expense and (other than where the initial Calculation Agent is appointed) notified in writing to the Trustee;

**“Interest Payment Date”** has the meaning provided in Condition 5(a);

**“Material Subsidiary”** means any Subsidiary of the Issuer:

- (i) whose gross revenue (consolidated in the case of a Subsidiary which itself has Subsidiaries) attributable to the Issuer, as shown by its latest profit and loss account, are at least 10 per cent. of the consolidated gross revenue of the Issuer and its Subsidiaries as shown by the latest published audited consolidated profit and loss account of the Issuer and its consolidated Subsidiaries, including, for the avoidance of doubt, the Issuer and its consolidated Subsidiaries' share of revenue of Subsidiaries not consolidated and of associated entities and after adjustments for minority interests; or
- (ii) whose gross assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) attributable to the Issuer, as shown by its latest audited balance sheet, are at least 10 per cent. of the consolidated gross assets of the Issuer and its Subsidiaries as shown by the latest published audited consolidated balance sheet of the Issuer and its consolidated Subsidiaries, including the investment of the Issuer and its consolidated Subsidiaries in each Subsidiary whose accounts are not consolidated with the consolidated audited accounts of the Issuer and of associated companies and after adjustment for minority interests,

provided that, in relation to paragraphs (i) and (ii) above of this definition:

- (A) in the case of a corporation or other business entity becoming a Subsidiary after the end of the financial period to which the latest consolidated audited accounts of the Issuer relate, the reference to the then latest consolidated audited accounts of the Issuer and its consolidated Subsidiaries for the purposes of the calculation above shall, until consolidated audited accounts of the Issuer for the financial period in which the relevant corporation or other business entity becomes a Subsidiary are published be deemed to be a reference to the then latest consolidated audited accounts of the Issuer and its Subsidiaries adjusted to consolidate the latest audited accounts (consolidated in the case of a Subsidiary which itself has Subsidiaries) of such Subsidiary in such accounts;
- (B) if at any relevant time in relation to the Issuer or any Subsidiary which itself has Subsidiaries no consolidated accounts are prepared and audited, gross revenue or gross assets of the Issuer and/or any such Subsidiary shall be determined on the basis of pro forma consolidated accounts prepared for this purpose by the Issuer for the purposes of preparing any certificate thereon to the Trustee; and

- (C) if the accounts of any Subsidiary (not being a Subsidiary referred to in proviso (A) above to this definition) are not consolidated with those of the Issuer, then the determination of whether or not such Subsidiary is a Material Subsidiary shall be based on a pro forma consolidation of its accounts (consolidated, if appropriate) with the consolidated accounts (determined on the basis of the foregoing) of the Issuer; or
- (iii) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon:
  - (A) the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary; and
  - (B) the transferee Subsidiary shall immediately become a Material Subsidiary, provided that on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of the paragraphs above of this definition.

A certificate prepared and signed by a Director of the Issuer who is also an Authorised Signatory of the Issuer, stating that in his or her opinion, a Subsidiary is or is not, or was or was not, a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties;

**“Newco Scheme”** means a scheme of arrangement or analogous proceeding (a **“Scheme of Arrangement”**) which effects the interposition of a limited liability company or trust (**“Newco”**) between the Shareholders of the Issuer immediately prior to the Scheme of Arrangement (the **“Existing Shareholders”**) and the Issuer; provided that:

- (i) only ordinary shares or units or equivalent of Newco or depositary or other receipts or certificates representing ordinary shares or units or equivalent are issued to Existing Shareholders;
- (ii) immediately after completion of the Scheme of Arrangement the only holders of ordinary shares, units or equivalent of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco are Existing Shareholders holding in the same proportions as immediately prior to completion of the Scheme of Arrangement;
- (iii) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only shareholder of the Issuer;
- (iv) all Subsidiaries of the Issuer immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or of Newco) immediately after completion of the Scheme of Arrangement; and
- (v) immediately after completion of the Scheme of Arrangement the Issuer (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and Equity Share Capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme of Arrangement;

**“Non-Cash Dividend”** means any Dividend which is not a Cash Dividend, and shall include a Spin-Off;

**“Noteholder”** and, in relation to a Note, **“holder”** means the person in whose name a Note is registered in the Register (as defined in Condition 4(a));

**“Offshore Associate”** means an Associate of the Issuer:

- (i) which is a non-resident of Australia that does not receive payment in respect of Notes (or an interest in Notes) that such Associate acquired in carrying on a business in Australia at or through a permanent establishment of the Associate in Australia; or
- (ii) which is a resident of Australia that acquired the Notes or an interest in the Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the Associate in that country,

and which, in either case, is not receiving payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme;

**“Optional Put Exercise Notice”** has the meaning provided in Condition 7(e);

**“Optional Redemption Date”** has the meaning provided in Condition 7(b);

**“Optional Redemption Notice”** has the meaning provided in Condition 7(b);

**“Ordinary Shares”** means fully paid ordinary shares in the capital of the Issuer (ASX:SOL ISIN: AU000000SOL3);

**“Permitted Security Interest”** means a Security Interest in respect of property or assets of the Issuer or a Subsidiary of the Issuer, which:

- (i) existed at the Closing Date and was not created in contemplation of the issue of Notes; or
- (ii) existed before the relevant entity became a Subsidiary of the Issuer and was not created in contemplation of such entity becoming a Subsidiary of the Issuer and provided that the principal amount of such Relevant Indebtedness is not increased;

a **“person”** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

**“Potential Event of Default”** means an event that, with the giving of notice or the lapse of time would be an Event of Default;

**“Prevailing Rate”** means, in respect of any pair of currencies on any calendar day, the spot mid-rate of exchange between the relevant currencies prevailing as at or about 12:00 noon (London time) on that date as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be determined as aforesaid, the Prevailing Rate shall be determined *mutatis mutandis* but with respect to the immediately preceding day on which such rate can be so determined or if such rate cannot be so determined (all as determined in good faith by the Calculation Agent), the Prevailing Rate shall be determined in such other manner as an Independent Adviser shall consider in good faith appropriate;

**“Record Date”** has the meaning provided in Condition 8(c);

**“Redemption Amount”** means 100.00 per cent. of the principal amount of the relevant Notes plus any interest accrued but unpaid to (but excluding) the relevant Redemption Date;

**“Redemption Date”** means any of:

- (i) an Optional Redemption Date pursuant to Condition 7(b);
- (ii) a Tax Redemption Date pursuant to Condition 7(c);
- (iii) a Put Option Date pursuant to Condition 7(e);
- (iv) a Relevant Event Redemption Date pursuant to Condition 7(f);
- (v) the Final Maturity Date; or
- (vi) following the occurrence of an Event of Default, the Relevant Date,

**“Redemption Notice”** means any of:

- (i) an Optional Redemption Notice provided pursuant to Condition 7(b);
- (ii) a Tax Redemption Notice provided pursuant to Condition 7(c);
- (iii) an Optional Put Exercise Notice provided pursuant to Condition 7(e); or
- (iv) a Relevant Event Redemption Notice provided pursuant to Condition 7(f),

as applicable;

**“Reference Date”** means each date a relevant Retroactive Adjustment takes effect or if that is not a Dealing Day the next following Dealing Day;

**“Reference Period”** has the meaning provided in Condition 6(b)(iii)(B);

**“Relevant Currency”** means Australian Dollars or, if at the relevant time or for the purposes of the relevant calculation or determination, the ASX is not the Relevant Stock Exchange, the currency in which the Ordinary Shares are quoted or traded on the Relevant Stock Exchange;

**“Relevant Date”** means, in respect of any Note, whichever is the later of:

- (i) the date on which payment in respect of it first becomes due; and
- (ii) if any amount of the money payable is improperly withheld or refused the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given by the Issuer to the Noteholders in accordance with Condition 17 that, upon further presentation of the Note, where required pursuant to these Conditions, being made, such payment will be made, provided that such payment is in fact made as provided in these Conditions;

a **“Relevant Event”** occurs when:

- (i) there is a Delisting; or
- (ii) there is a Change of Control;

**“Relevant Event Redemption Date”** has the meaning provided in Condition 7(f);

**“Relevant Event Redemption Notice”** has the meaning provided in Condition 7(f);

**“Relevant Indebtedness”** means any present or future indebtedness (whether being principal, premium, interest or other amounts) in the form of or evidenced by notes, bonds, debentures, debenture stock, loan stock or other securities, whether issued for cash or in whole or in part for a consideration other than cash, which (in any case) are or are capable of being quoted, listed or ordinarily dealt in or traded on any recognised listing authority, stock exchange, securities quotation system or over-the-counter or other securities market. For the avoidance of doubt, syndicated, club or bilateral debt facilities, transactional facilities including merchant acquiring and letter of credit facilities, in each case not in the form of or evidenced by notes, bonds, debentures, debenture stock or other securities which (in any case) are or are capable of being quoted, listed or ordinarily dealt in or traded on any recognised listing authority, stock exchange, securities quotation system or over-the-counter or other securities market, and any hedging entered into in connection with such facilities or debt is not **“Relevant Indebtedness”** for the purposes of this definition;

**“Relevant Period”** has the meaning provided in Condition 6(b)(iii)(B);

**“Relevant Stock Exchange”** means:

- (i) in the case of Ordinary Shares, the ASX or, if at the relevant time the Ordinary Shares are not at that time listed and admitted to trading on the ASX, the Alternative Stock Exchange; and
- (ii) in the case of Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in;

**“Retroactive Adjustment”** has the meaning provided in Condition 6(c);

**“Securities”** means any securities including, without limitation, Ordinary Shares, or options, warrants or other rights to subscribe for or purchase or acquire Ordinary Shares;

**“Shareholders”** means the holders of Ordinary Shares;

**“Specified Date”** has the meaning provided in Conditions 6(b)(iv), 6(b)(vi), 6(b)(vii) and 6(b)(viii), respectively;

**“Spin-Off”** means:

- (i) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (ii) any issue, transfer or delivery of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class or, in the case of or in connection with a Newco Scheme, Existing Shareholders as a class (but excluding the issue and allotment of ordinary shares by Newco to Existing Shareholders as a class), pursuant in each case to any arrangements with the Issuer or any of its Subsidiaries;

**“Spin-Off Securities”** means Equity Share Capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase Equity Share Capital of an entity other than the Issuer;

**“Subsidiary”** means any entity in which the Issuer holds more than one half of the issued share capital excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital;

“**Tax**” or “**Taxes**” means any tax, levy, charge, excise, goods and services or value added tax, impost, rates, stamp, transaction or registration duty or similar charge, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any fiscal government agency and includes any interest, fine, penalty, charge, fee, expenses or other statutory charges or any other such amount imposed by any fiscal government agency on or in respect of any of the above;

“**Tax Redemption Date**” has the meaning provided in Condition 7(c);

“**Tax Redemption Notice**” has the meaning provided in Condition 7(c);

“**Threshold Amount**” has the meaning provided in Condition 6(b)(iii)(B);

“**Valuation Time**” means the Scheduled Closing Time in respect of the relevant day; and

“**Volume Weighted Average Price**” means, in respect of an Ordinary Share, Security or, as the case may be, a Spin-Off Security, option, warrant or other right or asset on any Dealing Day, the volume-weighted average price on the Relevant Stock Exchange on such Dealing Day of an Ordinary Share, Security or, as the case may be, a Spin-Off Security, option, warrant or other right or asset published by or derived from Bloomberg page HP (or any successor page) (setting Weighted Average Line, or any other successor setting and using values not adjusted for any event occurring after such Dealing Day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) for such Ordinary Share, Security or Spin-Off Security, option, warrant or other right or asset in respect of the Relevant Stock Exchange for such Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Closing Date is SOL AU Equity HP), if any or, in any such case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such Dealing Day, provided that:

- (i) if on any such Dealing Day (for the purposes of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset in respect of such Dealing Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Dealing Day on which the same can be so determined, provided however that if such immediately preceding Dealing Day falls prior to the fifth day before the Original Date, the Volume Weighted Average Price in respect of such Dealing Day shall be considered to be not capable of being determined pursuant to this proviso (i); and
- (ii) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of an Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset as the case may be, shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate,

all as determined by the Calculation Agent (unless otherwise specified).

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Shareholders or Existing Shareholders “**as a class**” or “**by way of rights**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may

be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Closing Price, Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as the Calculation Agent or an Independent Adviser (as provided for in these Conditions) considers in good faith appropriate to reflect any consolidation or sub-division of the Ordinary Shares or any issue of Ordinary Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Conditions 6(a), 6(b), 6(c), 6(h), 6(j) and 11 only:

- (i) references to the “**issue**” of Ordinary Shares or Ordinary Shares being “**issued**” shall include the transfer and/or delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its Subsidiaries; and
- (ii) Ordinary Shares held by or on behalf of the Issuer or any of its Subsidiaries (and which, in the case of Conditions 6(b)(iv) and 6(b)(vi), do not rank for the relevant right or other entitlement) shall not be considered as or treated as “**in issue**” or “**issued**” or entitled to receive the relevant Dividend, right or other entitlement.

#### 4. REGISTRATION AND TRANSFER OF NOTES

(a) *Registration*

The Issuer will cause a register (the “**Register**”) to be kept at the specified office of the Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Notes and the particulars of the Notes held by them and of all transfers, redemptions and conversions of the Notes.

(b) *Transfer*

Notes may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred in an Authorised Denomination by lodging the relevant Certificate evidencing such Notes (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Registrar or any Transfer Agent.

No transfer of a Note will be valid unless and until entered on the Register. A Note may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will (and the Issuer shall procure the Registrar to) within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Note register the relevant transfer and deliver a new Certificate to the transferee (and, in the case of a transfer of part only of a Note, deliver a Certificate for the untransferred balance to the transferor) at the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Certificate by uninsured mail to such address as the transferee or, as the case may be, the transferor may request in writing.

(c) *Formalities Free of Charge*

Such transfer will be effected without charge to the holder of the relevant Note subject to:

- (i) the person making such application for transfer paying or procuring the payment (or the giving of such indemnity and/or security and/or prefunding as the Issuer or any of the Agents may require) of any taxes, duties and other governmental charges in connection therewith;
- (ii) the Registrar or the relevant Transfer Agent being satisfied with the documents of title and/or identity of the person making the application; and
- (iii) compliance with the regulations referred to it in Condition 4(e).

*Transfers of interests in the Notes evidenced by the Global Certificate will be effected in accordance with the rules and procedures of Euroclear Bank SA/NV or Clearstream Banking S.A. (each a "Relevant Clearing System").*

(d) *Closed Periods*

Neither the Issuer nor the Registrar will be required to register the transfer of any Note (or part thereof):

- (i) during the period of 15 days ending on and including the day immediately prior to the Final Maturity Date or any earlier date fixed for redemption of the Notes pursuant to Condition 7(b) or Condition 7(c);
- (ii) in respect of which a Conversion Notice has been delivered in accordance with Condition 6(h);
- (iii) in respect of which a holder shall have exercised its option to require the Issuer to redeem pursuant to Condition 7(e) or Condition 7(f); or
- (iv) during the period of 15 days ending on (and including) any Record Date (as defined in Condition 8(c)) in respect of any payment of interest on the Notes.

(e) *Regulations*

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning registration and transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written agreement of the Trustee and the Registrar, and by the Registrar, with the prior written agreement of the Trustee. A copy of the current regulations will be mailed (free of charge to the holder and at the cost of the Issuer) by the Registrar to any Noteholder following prior written request and proof of holding and identity to the satisfaction of the Registrar.

(f) *Restrictions on transfer*

Notes may only be transferred if the offer or invitation giving rise to the transfer:

- (i) where received in Australia, is made to sophisticated or professional investors within the meaning of sections 708(8) or 708(11) of the Corporations Act or otherwise does not constitute an offer or invitation for which disclosure is required to be made to investors under Part 6D.2 or Chapter 7 of the Corporations Act;



- (ii) where received in Australia is not made to a person who is a “retail client” within the meaning of Section 761G of the Corporations Act; and
- (iii) complies with any applicable law or directive of the jurisdiction where transfer takes place.

## 5. INTEREST

### (a) *Interest Rate*

The Notes bear interest from and including the Closing Date at the rate of 0.625 per cent. per annum (the “**Interest Rate**”) calculated by reference to the outstanding principal amount thereof and payable semi-annually in arrear on 29 January and 29 July in each year (each an “**Interest Payment Date**”), commencing on the Interest Payment Date falling on 29 July 2021.

The amount of interest payable in respect of any period which is shorter than an Interest Period shall be calculated at the Interest Rate and on the basis of the number of days in the relevant period from (and including) the first day of such period to (but excluding) the last day of such period divided by the product of the number of days from (and including) the immediately preceding Interest Payment Date (or, if none, the Closing Date) to (but excluding) the next Interest Payment Date and the number of Interest Periods normally ending in any year.

In these Conditions, “**Interest Period**” means the period beginning on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

### (b) *Accrual of Interest*

Each Note will cease to bear interest:

- (i) where the Conversion Right shall have been exercised by a Noteholder, from and including the Interest Payment Date immediately preceding the relevant Conversion Date or, if none, the Closing Date (subject in any such case as provided in Condition 6(j)); or
- (ii) where such Note is, or is to be, redeemed or repaid pursuant to Condition 7 or Condition 10, from and including the due date for redemption or repayment thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue at 2.625 per cent. per annum (both before and after judgment) but otherwise in accordance with Condition 5(a) until whichever is the earlier of:
  - (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant holder; and
  - (B) the day falling seven days after the Trustee or the Principal Paying and Conversion Agent has notified the Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

## 6. CONVERSION RIGHT AND CONVERSION PERIOD

### (a) *Conversion Period*

- (i) **Conversion Right:** Subject to, and as provided in these Conditions, each Note shall entitle the holder to require the Issuer to convert such Note into Ordinary Shares (a “**Conversion Right**”).

The number of Ordinary Shares to be issued or transferred and delivered on exercise of a Conversion Right shall (subject to these Conditions as aforesaid) be determined by dividing the principal amount of the Notes to be converted by the Conversion Price (as defined below) in effect on the relevant Conversion Date.

The price at which Ordinary Shares will be issued upon exercise of a Conversion Right will initially be A\$34.99 per Ordinary Share (the “**Conversion Price**”), subject to adjustment as provided in Condition 6(b).

A Noteholder may exercise the Conversion Right in respect of a Note by delivering the Certificate evidencing such Note together with a duly completed Conversion Notice to the specified office of any Conversion Agent in accordance with Condition 6(h) whereupon the Issuer shall (subject as provided in these Conditions) procure the delivery to or as directed by the relevant Noteholder of Ordinary Shares credited as paid up in full as provided in this Condition 6.

Subject to, and as provided in these Conditions, the Conversion Right in respect of a Note may be exercised, at the option of the holder thereof, subject to any applicable fiscal or other laws or regulations, at any time on or after 11 March 2021 (the “**Conversion Period Commencement Date**”), provided that the relevant Conversion Date shall not fall later than on the date falling five business days (as defined in Condition 3) prior to the Final Maturity Date (both days inclusive) or, if such Note is to be redeemed pursuant to Condition 7(b) or Condition 7(c) prior to the Final Maturity Date, not later than the fifth business day (as defined in Condition 3) before the date fixed for redemption thereof pursuant to Condition 7(b) or Condition 7(c), unless there shall be default in making payment in respect of such Note on such date fixed for redemption, in which event the Conversion Right may be exercised up to the date on which the full amount of such payment becomes available for payment and notice of such availability has been duly given in accordance with Condition 17 or, if earlier, the date falling five business days prior to the Final Maturity Date (the “**Conversion Period**”) provided that, in each case, if such final date for the exercise of Conversion Rights is not a business day, then the period for exercise of Conversion Rights by Noteholders shall end on the immediately preceding business day.

Conversion Rights may not be exercised:

- (A) following the giving of a notice by the holder thereof pursuant to Condition 7(e) or Condition 7(f); or
- (B) following the giving of notice by the Trustee pursuant to Condition 10.

Save in the circumstances provided in Condition 6(j) in respect of any notice given by the Issuer pursuant to Conditions 7(b) or 7(c), Conversion Rights may not be exercised by a Noteholder in circumstances where the relevant Conversion Date would fall during the period commencing on the Record Date in respect of any payment of interest on the Notes and ending on the relevant Interest Payment Date (both days inclusive).

Conversion Rights may only be exercised in respect of an Authorised Denomination.

The Issuer will procure that Ordinary Shares to be issued or transferred and delivered on conversion will be issued or transferred and delivered to the holder of the Notes completing the relevant Conversion Notice or its nominee. Such Ordinary Shares will be deemed to be issued or transferred and delivered as of the relevant Conversion Date. Any Additional Ordinary Shares to be issued or transferred and delivered pursuant to Condition 6(c) will be deemed to be issued or transferred and delivered as of the date the relevant Retroactive Adjustment takes effect or if that is not a Dealing Day, the next following Dealing Day (each such date, the “**Reference Date**”).

- (ii) **Fractions:** Fractions of Ordinary Shares will not be issued or transferred and delivered on conversion or pursuant to Condition 6(c) and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Note is exercised at any one time such that Ordinary Shares to be delivered on conversion or pursuant to Condition 6(c) are to be registered in the same name, the number of such Ordinary Shares to be issued or transferred and delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Notes being so converted and rounded down to the nearest whole number of Ordinary Shares.

(b) *Adjustment of Conversion Price*

Upon the happening of any of the events described below, the Conversion Price shall be adjusted by the Calculation Agent as follows:

- (i) **consolidation, reclassification, redesignation or subdivision:** if and whenever there shall be a consolidation, reclassification, redesignation or subdivision in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such consolidation, reclassification, redesignation or subdivision by the following fraction:

$$\frac{A}{B}$$

Where:

- A is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification, redesignation or subdivision, as the case may be; and
- B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification, redesignation or subdivision, as the case may be, takes effect.

- (ii) **capitalisation of profits or reserves:** if and whenever the Issuer shall issue any Ordinary Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any amount of any share premium account or capital redemption reserve) (other than an issue of Ordinary Shares determined to constitute a Cash Dividend pursuant to paragraph (i) of the definition of “Dividend”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Ordinary Shares in issue immediately before such issue; and
- B is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Ordinary Shares.

- (iii) **Non-Cash Dividend, Extraordinary Cash Dividends:**

- (A) **Non-Cash Dividends:** if and whenever the Issuer shall pay or make any Non-Cash Dividends to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares, the date on which such purchase, redemption or buy back is made); and
- B is the portion of the Fair Market Value of the aggregate Non-Cash Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Non-Cash Dividend by the number of Ordinary Shares entitled to receive the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Issuer or any Subsidiary of the Issuer, by the number of Ordinary Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Ordinary Shares, or any Ordinary Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date.

**“Effective Date”** means, in respect of this Condition 6(b)(iii)(A), the later of: (i) the Ex-Date in respect of the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares, the date on which such purchase, redemption or buy back is made) and (ii) the first date upon which the Fair Market Value of the relevant Non-Cash Dividend is capable of being determined as provided herein.

For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (i) of the definition of “Dividend” and in the definition of “Fair Market Value”) be determined as at the Ex-Date in respect of the relevant Non-Cash Dividend.

- (B) **Extraordinary Cash Dividend:** if and whenever the Issuer shall pay or make any Extraordinary Cash Dividend to the Shareholders the Ex-Date in respect of which falls on or after the Closing Date and prior to the Final Maturity Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A - C}$$

where:

- A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of the relevant Extraordinary Cash Dividend; and
- B is the portion of the Fair Market Value of the aggregate Extraordinary Cash Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Extraordinary Cash Dividend by the number of Ordinary Shares entitled to receive the relevant Dividend; and
- C is the amount (if any) by which the Threshold Amount for the Relevant Period exceeds an amount equal to the aggregate of the Fair Market Values per Ordinary Share of any previous Cash Dividends the Ex-Date of which falls in such Relevant Period (where “C” shall be zero if the aggregate of the Fair Market Values per Ordinary Share of such previous Cash Dividends is equal to, or exceeds, such Threshold Amount as aforesaid). For the avoidance of doubt “C” shall equal such Threshold Amount as aforesaid where there have been no previous Cash Dividends per Ordinary Share the Ex-Date in respect of which falls in such Relevant Period.

Such adjustment shall become effective on the Effective Date.

**“Effective Date”** means, in respect of this Condition 6(b)(iii)(B), the later of the (i) the Ex-Date in respect of the relevant Extraordinary Cash Dividend and (ii) the first date on which the Fair Market Value of the relevant Extraordinary Cash Dividend is capable of being determined as provided herein.

**“Extraordinary Cash Dividend”** means any Cash Dividend (the **“Relevant Dividend”**) the Ex-Date in respect of which falls in a Reference Period (the **“Relevant Period”**), if (a) the Fair Market Value of the Relevant Dividend per Ordinary Share or (b) the sum of (i) the Fair Market Value of the Relevant Dividend per Ordinary Share and (ii) an amount equal to the aggregate of the Fair Market Value or Fair Market Values of any other Cash Dividend or Cash Dividends per Ordinary Share the Ex-Date in respect of which falls in such Relevant Period, exceeds the Threshold Amount in respect of such Relevant Period, and in that case the Extraordinary Cash Dividend shall be the Relevant Dividend.

**“Reference Period”** means the period of 12 months commencing on (and including) the Closing Date and ending on (but excluding) the first anniversary date of the Closing Date, and each successive period commencing on (and including) an anniversary date of the Closing Date and ending on (but excluding) the immediately succeeding anniversary date of the Closing Date, provided that the final Reference Period shall commence on (and include) the fourth anniversary date of the Closing Date and end on (but exclude) the Final Maturity Date.

**“Threshold Amount”** means, for any Reference Period, A\$0.62 per Ordinary Share (adjusted pro rata for any adjustments to the Conversion Price made pursuant to the provisions of this Condition 6(b), including this Condition 6(b)(iii)(B)).

On any adjustment to the Threshold Amount, the resultant Threshold Amount in respect of any Reference Period, if not an integral multiple of A\$0.0001, shall be rounded down to the nearest whole multiple of A\$0.0001. No adjustment shall be made to the Threshold Amount in respect of any Reference Period where such adjustment (rounded down if applicable) would be less than one per cent. of the Threshold Amount then in effect in respect of such Reference Period. Any adjustment not required to be made and/or any amount by which the Threshold Amount in respect of any Reference Period has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Threshold Amount shall be given by the Issuer to Noteholders in accordance with Condition 17 and to the Trustee in writing promptly after the determination thereof.

For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value”) be determined as at the Ex-Date in respect of the relevant Extraordinary Cash Dividend.

In making any calculations for the purposes of this Condition 6(b)(iii)(B), such adjustments (if any) shall be made as the Calculation Agent or an Independent Adviser may determine in good faith to be appropriate to reflect (i) any consolidation or sub-division of any Ordinary Shares or the issue of Ordinary Shares by way of capitalisation of profits or reserves (or any like or similar event) or an increase in the number of Ordinary Shares in issue in relation to the Reference Period in

question, or (ii) any adjustment to the Conversion Price made in the Reference Period in question.

- (iv) **rights issues or options over Ordinary Shares:** if and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue any Ordinary Shares to Shareholders as a class by way of rights, or shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire Ordinary Shares or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire any Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of the issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue on the Effective Date;
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights or for the Securities issued by way of rights and upon exercise of rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, Ordinary Shares, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares to be issued on the exercise thereof, would purchase at such Current Market Price per Ordinary Share; and
- C is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase (or other rights of acquisition) in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if at the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange (as used in this Condition 6(b)(iv), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6(b)(iv), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date (or, if later, the Dealing Day following the record date or other due date for establishment of the entitlement of Shareholders to participate in the relevant issue or grant).

“**Effective Date**” means, in respect of this Condition 6(b)(iv), the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

- (v) **rights issues of other Securities:** if and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire any Ordinary Shares or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Ordinary Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for, purchase or otherwise acquire any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Ordinary Shares or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Ordinary Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the Effective Date;  
and

B is the Fair Market Value on the Effective Date of the portion of the rights attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date (or, if later, the Dealing Day following the record date or other due date for establishment of the

entitlement of Shareholders to participate in the relevant issue or grant).

“**Effective Date**” means, in respect of this Condition 6(b)(v), the first date on which the Ordinary Shares are traded ex- the relevant Securities or ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

- (vi) **issues at less than the Current Market Price:** If and whenever the Issuer shall issue wholly for cash or for no consideration (otherwise than as mentioned in Condition 6(b)(iv) above), any Ordinary Shares (other than Ordinary Shares issued on conversion of the Notes (which term shall for this purpose include any further Notes issued pursuant to Condition 18) or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of or rights to otherwise acquire, Ordinary Shares and other than where it is determined to constitute a Cash Dividend pursuant to paragraph (i) of the definition of “Dividend”) or if and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue or grant (otherwise than as mentioned in Condition 6(b)(iv) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares (other than the Notes, which term shall for this purpose include any further Notes issued pursuant to Condition 18), in each case at a price per Ordinary



Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of such issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue immediately before the issue of such Ordinary Shares or the grant of such options, warrants or rights;
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the issue of such Ordinary Shares or, as the case may be, for the Ordinary Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Ordinary Share; and
- C is the number of Ordinary Shares to be issued pursuant to such issue of such Ordinary Shares or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if at the time of issue or grant of such options, warrants or rights (as used in this Condition 6(b)(vi), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6(b)(vi), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(vi), the date of issue of such Ordinary Shares or, as the case may be, the issue or grant of such options, warrants or rights.

- (vii) **other issues at less than the Current Market Price:** if and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity (otherwise than as mentioned in Conditions 6(b)(iv), 6(b)(v) or 6(b)(vi) above) shall issue wholly for cash or for no consideration any Securities (other than the Notes which term shall for this purpose exclude any further Notes issued pursuant to Condition 18, and other than where it is determined to constitute a Cash Dividend pursuant to paragraph (i) of the definition of “Dividend”), which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire, Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified or redesignated as Ordinary Shares and the consideration per Ordinary Share receivable upon conversion, exchange, subscription, purchase, acquisition reclassification or redesignation is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of issue of such Securities (or the terms of such grant), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue on the date immediately before such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Ordinary Shares which have been issued, purchased or acquired by the Issuer or any Subsidiary of the Issuer (or at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) for the purposes of or in connection with such issue, less the number of such Ordinary Shares so issued, purchased or acquired);
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or upon the exercise of any such options, warrants or rights or, as the case may be, for the Ordinary Shares to be issued or to arise from any such reclassification or redesignation would purchase at such Current Market Price per Ordinary Share; and
- C is the maximum number of Ordinary Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription, purchase or acquisition attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of Ordinary Shares which may be issued or arise from any such reclassification or redesignation,

provided that if at the time of issue of the relevant Securities or date of grant of such rights (as used in this Condition 6(b)(vii), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such

Securities are reclassified or redesignated or at such other time as may be provided), then for the purposes of this Condition 6(b)(vii), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition, reclassification or, as the case may be, redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

"Effective Date" means, in respect of this Condition 6(b)(vii), the date of issue of such Securities or, as the case may be, the grant of such rights.

- (viii) **modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any Securities:** If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any Securities (other than the Notes which shall for this purpose include any further Notes issued pursuant to Condition 18) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any Ordinary Shares (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Ordinary Share receivable has been reduced and is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the proposals for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue immediately before such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, or purchase or acquisition of, Ordinary Shares which have been issued, purchased or acquired by the Issuer or any Subsidiary of the Issuer (or at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) for the purposes of or in connection with such Securities, less the number of such Ordinary Shares so issued, purchased or acquired);
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per Ordinary Share on the date of such first public announcement or, if lower, the existing conversion, exchange, subscription, purchase or acquisition price of such Securities; and
- C is the maximum number of Ordinary Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as the Calculation Agent shall consider appropriate for

any previous adjustment under this Condition 6(b)(viii) or under Condition 6(b)(vii) above,

provided that if at the time of such modification (as used in this Condition 6(b)(viii), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided) then for the purposes of this Condition 6(b)(viii), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(viii), the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities

- (ix) **other offers to Shareholders:** subject to Condition 6(e), if and whenever the Issuer or any of its Subsidiaries or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its Subsidiaries) any other company, person or entity shall offer any Ordinary Shares or Securities of the Issuer in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Ordinary Shares or Securities may be acquired by them (except where the Conversion Price falls to be adjusted under Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v), 6(b)(vi) or 6(b)(vii) above or 6(b)(x) below (or, where applicable, would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Ordinary Share on the relevant day)) the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

Where:

A is the Current Market Price of one Ordinary Share on the Effective Date;  
and

B is the Fair Market Value on the Effective Date of the portion of the relevant offer attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date (or, if later, the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this Condition 6(b)(ix)).

“**Effective Date**” means, in respect of this Condition 6(b)(ix), the first date on which the Ordinary Shares are traded ex-rights on the Relevant Stock Exchange.

- (x) **Change of Control:** if a Change of Control shall occur, the Issuer shall deliver a Change of Control Notice in accordance with Condition 6(g). Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights where the Conversion Date falls during the period (the “**Change of Control Period**”) commencing on the occurrence of the Change of Control and ending 30 calendar days following the Change of Control or, if later, 30 calendar days following the date on which a Change of Control Notice as required by Condition 6(g) is given, the Conversion Price, solely in respect of such exercise of Conversion Rights (the “**Change of Control Conversion Price**”), shall be as determined pursuant to the following formula:

$$\text{COCCP} = \text{OCP} / (1 + (\text{CP} \times \text{c} / \text{t}))$$

COCCP = means the Change of Control Conversion Price

OCP = means the Conversion Price in effect on the relevant Conversion Date, disregarding the application of this Condition 6(b)(x)

CP = means 25 per cent. (expressed as a fraction)

c = means the number of days from and including the date the Change of Control occurs to but excluding the Final Maturity Date; and

t = means the number of days from and including the Closing Date to but excluding the Final Maturity Date.

- (xi) **other events:** if the Issuer determines that an adjustment should be made to the Conversion Price as a result of one or more circumstances not referred to above in this Condition 6(b), the Issuer shall, at its own expense and acting reasonably, request an Independent Adviser to determine, in consultation with the Calculation Agent (if different), as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this Condition 6(b)(xi) if such Independent Adviser is so requested to make such a determination not more than 21 days after the date on which the relevant circumstance arises and if the adjustment would result in a reduction to the Conversion Price.

Notwithstanding the foregoing provisions, where:

- (A) the events or circumstances giving rise to any adjustment pursuant to this Condition 6(b) have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised in good faith by an Independent Adviser to be in its opinion appropriate to give the intended result; and

- (B) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Adviser, in consultation with the Calculation Agent (if different), to be in its opinion appropriate:
  - (a) to ensure that an adjustment to the Conversion Price or the economic effect thereof shall not be taken into account more than once; and
  - (b) to ensure that the economic effect of a Dividend is not taken into account more than once.

The Issuer has undertaken that it will not take any corporate or other action which is equivalent to Conditions 6(b)(i) to 6(b)(x) (both inclusive) that would cause the Conversion Price of the Notes to be adjusted in a manner that contravenes the Corporations Act or the ASX Listing Rules.

For the purpose of any calculation of the consideration receivable or price pursuant to Conditions 6(b)(iv), 6(b)(vi), 6(b)(vii) and 6(b)(viii), the following provisions shall apply:

- (C) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;
- (D)
  - (x) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be the consideration or price received or receivable for any such Securities; and
  - (y) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Effective Date referred to in Condition 6(b)(iv) or the relevant date of the first public announcement as referred to in Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii), as the case may be,

plus in the case of each of (x) and (y) above of this paragraph (D), the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of

such rights of subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights; and

- (z) the consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above of this paragraph (D) (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;
  - (E) if the consideration or price determined pursuant to paragraph (C) or (D) immediately above (or any component thereof) shall be expressed in a currency other than the Relevant Currency it shall be converted into the Relevant Currency at the Prevailing Rate on the relevant Effective Date (for the purposes of Condition 6(b)(iv)) or the relevant date of the first public announcement (for the purposes of Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii));
  - (F) in determining consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or Securities or options, warrants or rights, or otherwise in connection therewith; and
  - (G) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity.
- (c) *Retroactive Adjustments*

If the Conversion Date in relation to the conversion of any Note shall be after the record date in respect of any consolidation, reclassification, redesignation or subdivision as is mentioned in Condition 6(b)(i), or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), or after the date of the first public announcement of the terms of any such issue or grant as is mentioned in Conditions 6(b)(vi) and 6(b)(vii) or of the terms of any such modification as is mentioned in Condition 6(b)(viii), but before the relevant adjustment to the Conversion Price becomes effective under Condition 6(b) (such adjustment, a “**Retroactive Adjustment**”), then the Issuer shall (conditional upon the relevant adjustment becoming effective) procure that there shall be issued or transferred and delivered to the converting Noteholder, in accordance with the instructions contained in the Conversion Notice, such additional number of Ordinary Shares (if any) as determined by an Independent Advisor (the “**Additional Ordinary Shares**”) as, together with the Ordinary Shares issued or to be transferred and delivered on conversion of the relevant Note (together with any fraction of an Ordinary Share not so issued), is equal to the number of Ordinary Shares which would have been required to be issued or delivered on conversion of such Note as if the relevant adjustment to the Conversion Price had in fact been made and become effective immediately prior to the relevant Conversion Date.

(d) *Decision and Determination of the Calculation Agent or an Independent Adviser*

Adjustments to the Conversion Price shall be determined and calculated by the Calculation Agent upon request from the Issuer and/or, to the extent so specified in the Conditions and upon request from the Issuer, by an Independent Adviser.

Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, an Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, an Independent Adviser, or an opinion of an Independent Adviser, pursuant to these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Trustee, the Noteholders, the Calculation Agent (in the case of a determination by an Independent Adviser) and the Agents.

The Calculation Agent may consult, at the expense of the Issuer, on any matter (including, but not limited to, any legal matter), any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Trustee, the Noteholders or the Agents in respect of anything done, or omitted to be done, relating to that matter in good faith, in accordance with that adviser's opinion.

The Calculation Agent shall act solely upon the request from, and exclusively as agent of, the Issuer and in accordance with these Conditions. Neither the Calculation Agent (acting in such capacity) nor any Independent Adviser appointed in connection with the Notes (acting in such capacity) will thereby assume any obligations towards or relationship of agency or trust and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in its capacity as Calculation Agent as against the Trustee, the Noteholders or the Agents.

If following consultation between the Issuer and the Calculation Agent any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price or the date from which such adjustment shall take effect, and following consultation between the Issuer and an Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Noteholders, the Calculation Agent (if different), the Trustee and the Agents, save in the case of manifest error.

(e) *Employees Incentive Schemes*

No adjustment will be made to the Conversion Price where Ordinary Shares or other Securities (including rights, warrants and options) are issued, transferred, offered or granted pursuant to any Employee Share Scheme.

**"Employee Share Scheme"** means any scheme approved by the Issuer and in compliance with the requirements of the ASX Listing Rules (or if applicable, the Alternative Stock Exchange) pursuant to which Ordinary Shares or other securities (including rights, warrants, awards or options) are or may be issued, transferred, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) of the Issuer, its Subsidiaries and/or affiliated companies, or spouses or persons related to such employees or former employees or eligible participants of such scheme or to a trustee or trustees to be held for the benefit of any such person or any amendment or successor plan thereto.

(f) *Rounding Down and Notice of Adjustment*

On any adjustment to the Conversion Price, the resultant Conversion Price, if not an integral multiple of A\$0.0001, shall be rounded down to the nearest whole multiple of



A\$0.0001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Conversion Price shall be given by the Issuer to Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing promptly after the determination thereof.

The Conversion Price shall not in any event be reduced so that on conversion of the Notes, Ordinary Shares would fall to be issued in circumstances not permitted by applicable laws or regulations.

The Issuer undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below such nominal value or any minimum level permitted by applicable laws or regulations or that would otherwise result in the inability to issue Ordinary Shares on conversion as fully paid or result in Ordinary Shares being required to be issued or transferred and delivered in circumstances not permitted by applicable laws or regulations.

No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Ordinary Shares as referred to in Condition 6(b)(i) above. The Issuer may at any time and for a specified period only, following notice being given to the Trustee and the Principal Paying and Conversion Agent in writing and to Noteholders in accordance with Condition 17, reduce the Conversion Price.

(g) *Change of Control*

Within 10 business days following the occurrence of a Change of Control, the Issuer shall give notice thereof to the Trustee and the Principal Paying and Conversion Agent in writing and to the Noteholders in accordance with Condition 17 (a "**Change of Control Notice**"). Such notice shall contain a statement informing Noteholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and their entitlement to require the Issuer to redeem their Notes as provided in Condition 7(f).

The Change of Control Notice shall also specify:

- (i) all information material to Noteholders concerning the Change of Control;
- (ii) the Conversion Price immediately prior to the occurrence of the Change of Control and the Change of Control Conversion Price applicable pursuant to Condition 6(b)(x) during the Change of Control Period (on the basis of the Conversion Price in effect immediately prior to the occurrence of the Change of Control);
- (iii) the Closing Price of the Ordinary Shares as derived from the Relevant Stock Exchange as at the latest practicable date prior to the publication of the Change of Control Notice;
- (iv) the Relevant Event Redemption Date and the last day of the Change of Control Period;
- (v) details of the right of the Issuer to redeem any Notes which shall not previously have been converted or redeemed pursuant to Condition 7(f); and

- (vi) such other information relating to the Change of Control as the Trustee may require.

None of the Trustee, the Agents or the Calculation Agent shall be required to take any steps to ascertain whether a Change of Control or any event which could lead to a Change of Control has occurred or may occur and none of them will be responsible or liable to Noteholders or any other person for any loss arising from any failure by it to do so.

(h) *Procedure for exercise of Conversion Rights*

Conversion Rights may be exercised by a Noteholder during the Conversion Period by delivering the relevant Note to the specified office of any Conversion Agent, during its usual business hours, accompanied by a duly completed and signed notice of conversion in the form (for the time being current) obtainable from any Conversion Agent (a "**Conversion Notice**"), together with the relevant Certificate. Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Conversion Agent to whom the relevant Conversion Notice is delivered is located. If such delivery is made after 3.00 p.m. (local time in the place of delivery) or on a day which is not a business day in the place of the specified office of the relevant Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

Any determination as to whether any Conversion Notice has been duly completed and properly delivered shall be made by the relevant Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the other Conversion Agents and the relevant Noteholder.

Conversion Rights may only be exercised in respect of an Authorised Denomination. Where Conversion Rights are exercised in respect of Notes represented by part of a Certificate only, the old Certificate evidencing such Notes shall be cancelled and a new Certificate evidencing the remaining Notes in respect of which Conversion Rights have not been exercised (the "**Remaining Notes**") and appropriate entries made in the Register for the balance thereof shall be issued in lieu thereof without charge but upon payment by the holder of any taxes, duties and other governmental charges payable in connection therewith and the Registrar will within seven business days, in the place of the specified office of the Registrar, following the relevant Conversion Date deliver the new Certificate evidencing the Remaining Notes to the Noteholder at the specified office of the Registrar or (at the risk and, if mailed at the request of the Noteholder otherwise than by ordinary mail, at the expense of the Noteholder) mail the new Certificate evidencing the Remaining Notes by uninsured mail to such address as the Noteholder may request.

A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Note (the "**Conversion Date**") shall be the business day following the date of the delivery of the Notes and the Conversion Notice as provided in this Condition 6(h).

A Noteholder exercising a Conversion Right shall:

- (a) subject to Condition 6(h)(b) below, be responsible for paying directly to the relevant authorities any capital, stamp, issue, registration, transfer and/or other taxes and/or duties arising on conversion and such Noteholder shall be responsible for paying all, if any, taxes arising by reference to any disposal or deemed disposal of a Note or interest therein in connection with such conversion; but

- (b) not be responsible for any taxes or capital, stamp, issue and registration and transfer taxes and duties payable in Australia (or any province, state or territory thereof) in respect of the allotment and issue of any Ordinary Shares on such conversion or in respect of the delivery of any Ordinary Shares on such conversion (including any Additional Ordinary Shares), which shall be paid by the Issuer. If the Issuer shall fail to pay any taxes and capital, stamp, issue and registration and transfer taxes and duties payable for which it is responsible as provided above, the relevant holder shall be entitled to tender and pay the same and the Issuer as a separate and independent stipulation, covenants to reimburse and indemnify each Noteholder in respect of any payment thereof and any penalties payable in respect thereof.

For the avoidance of doubt, none of the Agents or the Trustee shall be responsible for determining whether or not such capital, stamp, issue, registration, transfer and/or other taxes and/or duties are payable in Australia or any other jurisdiction or, in any case, the amount thereof and none of them shall be responsible or liable to pay any such taxes or capital, stamp, issue and registration and transfer taxes and duties or for any failure by the Issuer, any Noteholder or any other person to pay such capital, stamp, issue, registration, transfer and/or other taxes and/or duties.

Ordinary Shares to be issued on exercise of Conversion Rights will be issued, at the option of the Noteholder exercising its Conversion Right as specified in the Conversion Notice, either:

- (A) in uncertificated form through the securities trading system known as the Clearing House Electronic Sub-register System operated by ASX Settlement Pty Ltd ("**CHES**S") (or any successor licensed clearance and settlement facility applicable to the Ordinary Shares), or
- (B) in uncertificated form through the Issuer's share registry provider,

and in the case of (A), the Ordinary Shares will be credited to the CHES S account specified in the Conversion Notice, or in the case of (B) the Ordinary Shares will be credited to an account with the share registry provider in the name of the Noteholder, in each case by a date which is generally expected to be not later than four business days (in the case of Ordinary Shares to be issued through CHES S) after the relevant Conversion Date. Statements of holdings for Ordinary Shares issued on exercise of Conversion Rights through CHES S will be dispatched by the Issuer by mail free of charge as soon as practicable but in any event within 10 business days after the relevant Conversion Date. On conversion, the Issuer will redeem the Notes held at that time by the Noteholder concerned and in respect of which a Conversion Right is to be exercised ("**Relevant Notes**") for an amount equal to their aggregate outstanding principal amount. In relation to each Noteholder concerned, the Issuer will apply, on behalf of that Noteholder, the whole of the said amount in respect of the redemption of the Relevant Notes for the subscription for, or acquisition of, the number of Ordinary Shares calculated in accordance with these Conditions.

On the Conversion Date, the Issuer must issue, or otherwise deliver (or procure the issue or delivery as the case may be), to each Noteholder (or to such other person as the Noteholder may direct the Issuer in writing in the Conversion Notice provided that such person is a person to whom a transfer of the Notes could be made in compliance with Condition 4) the number of Ordinary Shares for its Notes calculated in accordance with these Conditions. Provided the Issuer is admitted to the official list of the ASX, on the date of issue of Ordinary Shares issued on conversion of a Note, the Issuer will apply for quotation of such Ordinary Shares on the ASX.

The lodgement of an application for quotation of the Ordinary Shares with ASX by the Issuer will constitute a representation and warranty by the Issuer to the person to whom the Ordinary Shares in question are issued on Conversion (“**Recipient**”) that:

- (A) the Ordinary Shares issued on conversion are issued solely for the purpose of satisfying the Issuer’s contractual obligations under the terms of the Notes and not for the purpose of the person to whom those Ordinary Shares are issued, selling or transferring the Ordinary Shares or granting, issuing or transferring an interest in, or options over, them;
- (B) subject to the ASX granting quotation of the Ordinary Shares issued on conversion of Notes, they will be freely tradable in the ordinary course on the ASX for so long as the Issuer remains admitted to, and Ordinary Shares are trading on, the Australian Securities Exchange; and
- (C) an offer of the Ordinary Shares issued on conversion for sale within 12 months after their issue will not require disclosure under section 707(3) of the Corporations Act.

Without limiting its obligations under this Condition 6(h), the Issuer shall use its best endeavours, and furnish all such quotation applications, documents, information and undertakings as may be reasonably necessary in order, to procure the ASX quotation referred to in this Condition 6 on the Conversion Date.

(i) *Ordinary Shares*

Ordinary Shares (including any Additional Ordinary Shares) issued or transferred and delivered upon conversion of the Notes will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the relevant Conversion Date or, in the case of Additional Ordinary Shares, on the relevant Reference Date, and the relevant holder shall be entitled to all rights, distribution or payments the record date or other due date for the establishment of entitlement for which falls on or after the relevant Conversion Date, or as the case may be, the relevant Reference Date, except in any such case for any right excluded by mandatory provisions of applicable law or as otherwise may be provided in these Conditions. Such Ordinary Shares or, as the case may be, Additional Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments the record date or other due date for the establishment of entitlement for which falls prior to the relevant Conversion Date or, as the case may be, the relevant Reference Date.

(j) *Interest on Conversion*

Save as provided below, no payment or adjustment shall be made on exercise of Conversion Rights for any interest which otherwise would have accrued on the relevant Notes since the last Interest Payment Date preceding the Conversion Date relating to such Notes (or, if such Conversion Date falls before the first Interest Payment Date, since the Closing Date).

If any notice requiring the redemption of any Notes is given pursuant to Conditions 7(b) or 7(c) on or after the 15<sup>th</sup> calendar day prior to a record date or other due date for establishment of entitlement which has occurred since the last Interest Payment Date (or in the case of the first Interest Period, since the Closing Date) and where such notice specifies a date for redemption falling on or prior to the date which is 14 calendar days after the Interest Payment Date next following such record date or other due date for establishment of entitlement, interest shall accrue at the applicable Interest Rate on Notes in respect of which Conversion Rights shall have been exercised and in respect of which

the Conversion Date falls after such record date and on or prior to the Interest Payment Date next following such record date or other due date for establishment of entitlement and on or prior to the Interest Payment Date next following such record date in respect of such Dividend or distribution, in each case from and including the preceding Interest Payment Date (or, if such Conversion Date falls before the first Interest Payment Date, from the Closing Date) to but excluding such Conversion Date. The Issuer shall pay any such interest by not later than 14 calendar days after the relevant Conversion Date by transfer to an Australian Dollar account in accordance with instructions given by the relevant Noteholder in the relevant Conversion Notice.

(k) *Purchase or Redemption of Ordinary Shares*

The Issuer or any Subsidiary of the Issuer may exercise such rights as it may from time to time enjoy as permitted under applicable law to purchase or redeem or buy back its own shares (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Noteholders.

(l) *No duty to Monitor*

None of the Trustee, the Calculation Agent or the Agents shall be under any duty to monitor whether any event or circumstance has happened or exists which requires or may require an adjustment to be made to the Conversion Price and none of them will be responsible or liable to the Noteholders or any other person for any loss arising from any failure by any of them to do so.

Neither the Trustee nor the Agents shall be under any duty to determine, calculate or verify:

- (i) the Conversion Price and/or any adjustments to it, or any determinations, advice or opinions made or given in connection therewith;
- (ii) the Closing Price of any Ordinary Share or any Security, Spin-Off Security, option, warrant or other rights or assets on any Dealing Day or any other day; and
- (iii) any entitlement of any Noteholder(s) to any additional amount payable upon or following the exercise of any Conversion Right,

and none of them will be responsible or liable to any Noteholder(s) or any other person for any loss arising from any failure to do so.

As provided in Condition 6(d), all adjustments to the Conversion Price under this Condition 6 shall be made and/or determined by the Calculation Agent or, where applicable, an Independent Adviser and neither the Trustee nor the Agents shall be responsible for verifying, or otherwise liable for, such determinations or for verifying any calculation, certification, advice or opinion in connection with such determinations.

## **7. REDEMPTION AND PURCHASE**

(a) *Final Redemption*

Unless previously purchased and cancelled, redeemed or converted as herein provided, the Notes will be redeemed at the Redemption Amount on the Final Maturity Date. The Notes may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 7(b) or Condition 7(c).

(b) *Redemption at the Option of the Issuer*

At any time on giving not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing (which notice shall be irrevocable), the Issuer may redeem all but not some only of the Notes on the date (an "**Optional Redemption Date**") specified in the Optional Redemption Notice at the Redemption Amount, if Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions shall have been effected in respect of 85 per cent. or more in principal amount of the Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 18 and consolidated and forming a single series with the Notes).

(c) *Redemption for Taxation Reasons*

At any time the Issuer may, having given not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing (which notice shall be irrevocable), redeem (subject to the last paragraph of this Condition 7(c)) all but not some only of the Notes on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at the Redemption Amount, if:

- (i) the Issuer certifies to the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay additional amounts in respect of payments on the Notes pursuant to Condition 9 as a result of any change in, or amendment to, the laws or regulations of the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 21 January 2021; and
- (ii) the Issuer would still be obliged to pay such additional amounts after taking reasonable measures available to it,

provided that no such Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any Tax Redemption Notice pursuant to this Condition 7(c), the Issuer shall deliver to the Trustee:

- (A) a certificate signed by two Directors of the Issuer, each of whom are also Authorised Signatories of the Issuer, stating that the circumstances in subparagraph (i) of this Condition 7(c) have occurred and the Issuer would still be obliged to pay such additional amounts after taking reasonable measures available to it; and
- (B) an opinion of independent legal or tax advisers of recognised international standing to the effect that such change or amendment has occurred and that the Issuer has or will be obliged to pay such additional amounts as a result thereof (irrespective of whether such amendment or change is then effective),

and the Trustee shall accept without investigation and without liability to Noteholders or any other person and shall rely conclusively on such certificate and opinion as sufficient evidence of the matters set out in sub-paragraphs (i) and (ii) above of this Condition 7(c), and such certificate and opinion shall be conclusive and binding on the Noteholders.

On the Tax Redemption Date, the Issuer shall (subject to the next following paragraph) redeem the Notes at the Redemption Amount.

If the Issuer gives a Tax Redemption Notice, each Noteholder will have the right to elect that their Note(s) shall not be redeemed and that the provisions of Condition 9 shall not apply in respect of any payment of interest to be made on such Note(s) which falls due after the relevant Tax Redemption Date whereupon no additional amounts shall be payable in respect thereof pursuant to Condition 9 and payment of all amounts of interest on the Notes shall be made subject to the deduction or withholding of the taxation required to be withheld or deducted by the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax. To exercise such right, the holder of the relevant Note must complete, sign and deposit at the specified office of the Principal Paying and Conversion Agent or any other Paying Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of the Principal Paying and Conversion Agent or any other Paying Agent together with the relevant Certificate evidencing such Notes on or before the day falling 10 days prior to the Tax Redemption Date.

(d) *Optional Redemption Notices and Tax Redemption Notices*

The Issuer shall not give an Optional Redemption Notice or a Tax Redemption Notice at any time:

- (i) during a Change of Control Period; or
- (ii) which specifies a date for redemption falling in a Change of Control Period or the period of 21 days following the end of a Change of Control Period (whether or not the relevant notice was given prior to or during such Change of Control Period),

and any such Optional Redemption Notice or Tax Redemption Notice shall be invalid and of no effect (whether or not given prior to the relevant Change of Control Period) and the relevant redemption shall not be made.

Any Optional Redemption Notice or Tax Redemption Notice shall be irrevocable. Any such notice shall specify:

- (A) the Optional Redemption Date or, as the case may be, the Tax Redemption Date which shall be a business day (as defined in Condition 8);
- (B) the Conversion Price, the aggregate principal amount of the Notes outstanding and the Closing Price of the Ordinary Shares; in each case as at the latest practicable date prior to the publication of the Optional Redemption Notice or, as the case may be, the Tax Redemption Notice; and
- (C) the last day on which Conversion Rights may be exercised by Noteholders.

(e) *Redemption at the Option of Noteholders*

The Issuer will, at the option of the holder of any Note, redeem all or some only of such holder's Notes on 1 February 2024 (the "**Put Option Date**") at the Redemption Amount. To exercise such option, the holder must deposit at the specified office of the Principal Paying and Conversion Agent or any other Paying Agent a duly completed and signed put notice in the form for the time being current, obtainable from the specified office of the Principal Paying and Conversion Agent (the "**Optional Put Exercise Notice**") or any

other Paying Agent, together with the Certificate evidencing the Notes to be redeemed not more than 60 days and not less than 30 days prior to the Put Option Date. An Optional Put Exercise Notice, once delivered, shall be irrevocable and may not be withdrawn without the Issuer's consent and the Issuer shall redeem the Notes the subject of an Optional Put Exercise Notice on the Put Option Date.

Payment in respect of any such Note shall be made by the Issuer directly to the relevant Noteholder by transfer to an Australian Dollar account as specified by such Noteholder in the relevant Optional Put Exercise Notice.

(f) *Redemption for a Relevant Event*

Following the occurrence of a Relevant Event, the holder of each Note will have the right, at such holder's option, to require the Issuer to redeem all or some only of that holder's Notes on the Relevant Event Redemption Date (as defined below) at the Redemption Amount. To exercise such right, the holder of the relevant Note must complete, sign and deposit at the specified office of the Principal Paying and Conversion Agent or any other Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any Paying Agent (the "**Relevant Event Redemption Notice**") together with the Certificate evidencing the Notes to be redeemed by not later than 70 days following a Relevant Event, or, if later, 70 days following the date upon which notice thereof is given to Noteholders by the Issuer in accordance with Condition 17.

The "**Relevant Event Redemption Date**" shall be the later of the 14<sup>th</sup> business day after the expiry of such period of 70 days as referred to above in this Condition 7(f) or the 90<sup>th</sup> calendar day following the occurrence of the Relevant Event.

Payment in respect of any such Note shall be made directly to the relevant Noteholder by transfer to an Australian Dollar account as specified by the relevant Noteholder in the Relevant Event Redemption Notice.

A Relevant Event Redemption Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Notes the subject of Relevant Event Redemption Notices delivered as aforesaid on the Relevant Event Redemption Date.

The Issuer shall give notice to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing by not later than 10 business days following the occurrence of a Relevant Event, which notice shall specify the procedure for exercise by Noteholders of their rights to require redemption of the Notes pursuant to this Condition 7(f) and shall give brief details of the Relevant Event and, in the case of a Change of Control, provide the additional details set out in Condition 6(g).

None of the Trustee, the Calculation Agent or any Agent shall be required to monitor or take any steps to ascertain whether a Relevant Event or any event which could lead to the occurrence of a Relevant Event has occurred or may occur and none of them shall be liable to Noteholders or any other person for any loss arising from any failure to do so. Each of the Trustee, the Calculation Agent and each Agent shall be entitled to assume that no Relevant Event has occurred until it has received written notice to the contrary from the Issuer.

(g) *Calculations and Determinations*

Neither the Trustee nor any of the Agents shall be under any duty to determine, calculate or verify the Redemption Amount payable under any of Conditions 7(a) to 7(f) (both inclusive) and none of them will be responsible or liable to any Noteholder or any other person for any loss or liability arising from any failure by any of them to do so.



Neither the Trustee nor the Agents shall be responsible for determining or verifying whether a Note is to be accepted for redemption under this Condition 7 and none of them will be responsible to Noteholders or any other person for any loss or liability arising from any failure by any of them to do so.

(h) *Purchase*

Subject to the requirements (if any) of any stock exchange on which the Notes may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary of the Issuer (other than an Offshore Associate of the Issuer not acting in the capacity of a dealer manager or underwriter in relation to the placement of the Notes or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme) may at any time purchase some or all of the Notes in the open market, by private contract or otherwise at any price. The Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for certain purposes, including without limitation for the purpose of calculating quorums at meetings of the Noteholders or for the purposes of Condition 10, Condition 14(a) and Condition 15.

(i) *Cancellation*

All Notes which are redeemed or in respect of which Conversion Rights are exercised will be cancelled and may not be reissued or resold. Notes purchased by the Issuer or any of its Subsidiaries may be surrendered to the Registrar for cancellation or may be held and re-sold.

(j) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 7, the first of such notices to be given shall prevail, save that a notice of redemption given by a Noteholder pursuant to Condition 7(f) shall prevail over any other notice of redemption given pursuant to this Condition 7, whether given before, after or at the same time as any notice of redemption under Condition 7(f).

## 8. PAYMENTS

(a) *Principal*

Payment of principal in respect of the Notes and accrued interest payable on a redemption of the Notes other than on an Interest Payment Date will be made to the persons shown in the Register at the close of business on the Record Date and subject to the surrender of the Certificate evidencing such Notes at the specified office of the Registrar or of any Paying Agent.

(b) *Interest and other Amounts*

Payments of interest due on an Interest Payment Date, which shall be for value on such Interest Payment Date, (or, if such Interest Payment Date is not a business day (as defined below in Condition 8(g)), for value on the first following day which is a business day) will be made to the persons shown in the Register at the close of business on the Record Date.

Payments of all amounts other than as provided in Conditions 8(a) and 8(b)(i) will be made as provided in these Conditions.

(c) *Record Date*

**“Record Date”** means the seventh business day, in the place of the specified office of the Registrar, before the due date for the relevant payment.

*So long as the Notes are represented by the Global Certificate and the Global Certificate is held on behalf of Euroclear Bank SA/NV or Clearstream Banking S.A. (each a **“Relevant Clearing System”**), all payments in respect of Notes represented by the Global Certificate will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment, where **“Clearing System Business Day”** means a weekday (Monday to Friday, inclusive) except 25 December and 1 January.*

(d) *Payments*

Each payment in respect of the Notes pursuant to Conditions 8(a) and 8(b) will be made in Australian Dollars by transfer to the registered account of the relevant Noteholder.

For the purpose of this Condition 8, a Noteholder’s **“registered account”** means an Australian Dollar account maintained by or on behalf of such Noteholder with a bank that processes payments in Australian Dollars, details of which appear on the Register at the close of business on the relevant Record Date.

The Issuer will not be required to make any such payment in respect of the Notes until six business days after the Noteholder has provided the necessary account details for payment in accordance with this Condition 8(d).

Payment instructions will be initiated for value on the due date or, if that is not a business day, for value the first following day which is a business day or, in the case of a payment of principal, if later, for value on the business day on which the relevant Certificate is surrendered at the specified office of an Agent.

(e) *Payments subject to fiscal laws*

All payments in respect of the Notes are subject in all cases to:

- (i) any applicable fiscal or other laws and regulations but without prejudice to Condition 9; and
- (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise under or in connection with, or in order to ensure compliance with FATCA.

No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(f) *Delay in Payment*

Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due:

- (i) as a result of the due date not being a business day;
- (ii) if the Noteholder is late in surrendering the relevant Note; or
- (iii) if the Noteholder does not provide the necessary account details for payment in accordance with these Conditions.

(g) *Business Days*

In this Condition 8, “**business day**” means a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets are open for business in Sydney and (where such surrender is required by these Conditions) in the place of the specified office of the Registrar or relevant Paying Agent, to whom the relevant Certificate evidencing such Note is presented or surrendered.

(h) *Paying Agents, Transfer Agents, Conversion Agents, Calculation Agents etc.*

The initial Principal Paying and Conversion Agent, the initial Transfer Agent and the initial Registrar and their initial specified offices are listed below. The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar or any other Agent and to appoint another Registrar or any additional or other Agents or another Registrar, provided that it will:

- (i) maintain a Principal Paying and Conversion Agent and a Transfer Agent;
- (ii) so long as the Notes are listed on the Singapore Exchange Securities Trading Limited and the rules of that exchange so require, maintain a Paying Agent having a specified office in Singapore; and
- (iii) maintain a Registrar with a specified office outside the United Kingdom.

Notice of any change of any Agent or its specified office will promptly be given by the Issuer to the Noteholders in accordance with Condition 17 and to the Trustee and the other Agents in writing.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and, in certain circumstances as specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

The Issuer also reserves the right under the Calculation Agency Agreement at any time with the prior written consent of the Trustee or of an Extraordinary Resolution of Noteholders to vary or terminate the appointment of the Calculation Agent, provided that it will maintain a Calculation Agent, which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Notice of any change in the Calculation Agent will promptly be given by the Issuer to Noteholders in accordance with Condition 17 and to the Trustee in writing.

*In addition, in the event that the Global Certificate is exchanged for definitive Certificates, announcement of such exchange shall be made through the Singapore Exchange Securities Trading Limited and such announcement will include all material information with respect to the delivery of the definitive Certificates.*

(i) *Fractions*

When making payments to Noteholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

(j) *Non-payment business days*

If any due date for payment in respect of any Note is not a business day, the holder shall not be entitled to payment until the next following business day.

## 9. TAXATION

All payments of principal and/or interest made by or on behalf of the Issuer in respect of the Notes will be made without deduction or withholding for or on account of any present or future Taxes imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax, unless such deduction or withholding of such Taxes is required to be made by law or is made under or in connection with, or in order to ensure compliance with, FATCA.

In the event that any such withholding or deduction is required to be made, the Issuer will pay such additional amounts as will result in the receipt by the Noteholders of the amounts which would otherwise have been receivable had no such withholding or deduction been required, except that no such additional amount shall be payable in respect of any Note:

- (a) to, or to a third party on behalf of, a holder who is liable to the Taxes in respect of such Note by reason of such holder having some connection with the Commonwealth of Australia other than the mere holding of the Note provided that such a holder shall not be regarded as being connected with the Commonwealth of Australia for the reason that such a holder is a resident of the Commonwealth of Australia within the meaning of the Income Tax Assessment Act 1936 of Australia as amended and replaced (the "**Australian Tax Act**") where, and to the extent that, such tax is payable by reason of Section 128B(2A) of the Australian Tax Act;
- (b) presented, or in respect of which the Certificate representing such Note is presented, or surrendered for payment more than 30 days after the Relevant Date except to the extent that the holder would have been entitled to such additional amount on presenting or surrendering the relevant Certificate for payment on the last day of such period of 30 days;
- (c) on account of Taxes which are payable by reason of the holder being an Offshore Associate of the Issuer;
- (d) in respect of a payment to, or to a third party on behalf of, a holder, in circumstances where such withholding or deduction would not have been required if the holder or any person acting on such holder's behalf had provided to the Issuer a tax file number, Australian business number or details of an exemption from providing those numbers;
- (e) held by or on behalf of a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with, or procuring that any third party complies with any statutory requirements, by complying with or requesting the Issuer to comply with any statutory requirements or provide information concerning the nationality, residence, identity, tax identification number or name or address of such holder or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any Tax authority; or
- (f) where such withholding or deduction is made under or in connection with, or in order to ensure compliance with FATCA.

Any Ordinary Shares to be issued under or in connection with these Conditions will be issued net of any withholding or deduction made under or in connection with, or in order to ensure compliance with FATCA, and no additional Ordinary Shares will be required to be issued on account of any such deduction or withholding.

References in these Conditions and the Trust Deed to principal and/or interest and/or any other amounts payable in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 9 or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

Neither the Trustee nor any Agent shall be responsible for paying Taxes or other payment referred to in this Condition 9 or for determining whether such amounts are payable or the amount thereof, and none of them shall be responsible or liable for any failure by the Issuer, any Noteholder(s) or any third party to pay such Taxes or other payment in any jurisdiction or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, interest or other amount under or in respect of the Notes without deduction or withholding for or on account of any Taxes or other payment imposed by or in any jurisdiction.

This Condition 9 shall not apply in respect of payments on any Notes which are the subject of an election by the relevant Noteholder pursuant to Condition 7(c).

## 10. EVENTS OF DEFAULT

The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in aggregate principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified and/or pre-funded and/or secured to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly thereby immediately become, due and repayable at their Redemption Amount if any of the following events (each an “**Event of Default**”) shall have occurred and is continuing (as defined in the Trust Deed):

- (a) if the Issuer fails to:
  - (i) pay when due:
    - (A) any principal payable in respect of the Notes and such failure continues for a period of seven days; or
    - (B) any interest payable in respect of the Notes and such failure continues for a period of 14 days;
  - (ii) deliver Ordinary Shares to satisfy a Conversion Right pursuant to Condition 6 and such failure continues for a period of seven days;
- (b) the Issuer does not perform or comply with any one or more of its other obligations under the Notes or the Trust Deed and such default is in the opinion of the Trustee incapable of remedy or, if in the opinion of the Trustee such default is capable of remedy, such default is not remedied within 30 days after the Issuer shall have received from the Trustee written notice of such default requiring it to be remedied;
- (c)
  - (i) any other present or future Indebtedness For Borrowed Money of the Issuer becomes due and payable prior to its stated maturity by reason of an event of default (however described);
  - (ii) any such Indebtedness For Borrowed Money is not paid when due or, as the case may be, within any applicable grace period; or
  - (iii) any mortgage, charge, pledge, lien or other encumbrance, created or assumed by the Issuer for any Indebtedness For Borrowed Money that has become payable becomes enforceable and steps are taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager, judicial manager, controller or other similar person),

and the aggregate amount of such Indebtedness For Borrowed Money in respect of which one or more of the events mentioned above in this Condition 10(c) have occurred equals or exceeds A\$25,000,000 (or its equivalent in other currencies);

- (d) a distress, attachment, execution, seizure before judgment or other legal process is levied or enforced on or against all or any material part of the property, assets or revenues of the Issuer or any Material Subsidiary having an aggregate value of at least A\$25,000,000 which is not discharged, removed, stayed or paid within 30 days;
- (e) the Issuer or any Material Subsidiary:
  - (i) is (or is deemed by law or a court to be) or states that it is insolvent or unable to pay its debts when they fall due;
  - (ii) stops, suspends or threatens to stop or suspend payment of its debts generally; or
  - (iii) makes or enters into a general assignment or an arrangement or composition or compromise with or for the benefit of its creditors (other than in connection with a reconstruction, amalgamation, reorganisation, merger or consolidation permitted under Condition 10(f));
- (f) an administrator (as defined in the Corporations Act) or liquidator or a like or similar officer is appointed in respect of the Issuer or any Material Subsidiary or a court order is made or a resolution passed for the winding-up or dissolution of the Issuer or any Material Subsidiary (which is not stayed, withdrawn or dismissed within 30 days), except in any such case for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation:
  - (i) on terms approved by the Trustee acting on an Extraordinary Resolution of the Noteholders; or
  - (ii) in the case of a Material Subsidiary, where that Material Subsidiary is solvent or its undertaking and assets are transferred to or otherwise vested in the Issuer or another Subsidiary of the Issuer;
- (g) it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Notes or the Trust Deed; or
- (h) any event occurs which under the laws of any relevant jurisdiction has an analogous or substantially similar effect to any of the events referred to in Condition 10(d) to Condition 10(f) (both inclusive).

## 11. UNDERTAKINGS

Whilst any Conversion Right remains exercisable, the Issuer will, save with the approval of an Extraordinary Resolution or with the prior written approval of the Trustee where, in the opinion of the Trustee, it is not materially prejudicial to the interests of the Noteholders to give such approval:

- (a) not issue or pay up any Securities, in either case by way of capitalisation of profits or reserves, other than:
  - (i) pursuant to a Scheme of Arrangement involving a reduction and cancellation of Ordinary Shares and the issue to Shareholders of an equal number of Ordinary Shares by way of capitalisation of profits or reserves; or
  - (ii) pursuant to a Newco Scheme;

- (iii) by the issue of fully paid Ordinary Shares or other Securities to Shareholders and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive Ordinary Shares or other shares of Securities on a capitalisation of profits or reserves;
- (iv) by the issue of Ordinary Shares paid up in full (in accordance with applicable law) and issued wholly, ignoring fractional entitlements, in lieu of the whole or part of a Cash Dividend;
- (v) by the issue of fully paid Equity Share Capital (other than Ordinary Shares) to the holders of Equity Share Capital of the same class and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive Equity Share Capital (other than Ordinary Shares); or
- (vi) by the issue of Securities or any Equity Share Capital pursuant to any Employee Share Scheme,

unless, in any such case, the same constitutes a Dividend or otherwise gives rise (or would, but for the provisions of any exclusion from Conditions 6(b)(i) to 6(b)(x) (both inclusive) or Condition 6(f) relating to the carry forward of adjustments, give rise) to an adjustment to the Conversion Price;

- (b) not modify the rights attaching to the Ordinary Shares with respect to voting, dividends or liquidation nor issue any other class of Equity Share Capital carrying any rights which are more favourable than the rights attaching to the Ordinary Shares but so that nothing in this Condition 11(b) shall prevent:
  - (i) any consolidation, reclassification or subdivision of the Ordinary Shares;
  - (ii) any modification of such rights which is not, in the opinion of an Independent Adviser, materially prejudicial to the interests of the holders of the Notes;
  - (iii) any issue of Equity Share Capital where the issue of such Equity Share Capital results, or would, but for the provisions of Condition 6(f) relating to roundings or the carry forward of adjustments or, where comprising Ordinary Shares (or Equity Share Capital which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire any Ordinary Shares), the fact that the consideration per Ordinary Share receivable therefor is at least 95 per cent. of the Current Market Price per Ordinary Share at the relevant time for determination thereof pursuant to the relevant provisions of Condition 6(b), otherwise result, in an adjustment to the Conversion Price; or
  - (iv) any issue of Equity Share Capital or modification of rights attaching to the Ordinary Shares, where prior thereto the Issuer shall have instructed an Independent Adviser to determine what (if any) adjustments should be made to the Conversion Price as being fair and reasonable to take account thereof and such Independent Adviser shall have determined either that no adjustment is required or that an adjustment resulting in a decrease in the Conversion Price is required and, if so, the new Conversion Price as a result thereof and the basis upon which such adjustment is to be made and, in any such case, the date on which the adjustment shall take effect (and so that the adjustment shall be made and shall take effect accordingly);
- (c) procure that no Securities (whether issued by the Issuer or any Subsidiary of the Issuer or procured by the Issuer or any Subsidiary of the Issuer to be issued or issued by any other person pursuant to any arrangement with the Issuer or any Subsidiary of the Issuer) issued without rights to convert into, or exchange or subscribe for, Ordinary

Shares shall subsequently be granted such rights exercisable at a consideration per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the proposed inclusion of such rights unless the same gives rise (or would, but for the provisions of Condition 6(f) relating to roundings and minimum adjustments or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price pursuant to these Conditions and that at no time shall there be in issue Ordinary Shares of differing nominal values, save where such Ordinary Shares have the same economic rights;

- (d) not make any issue, grant or distribution take or omit to take any other action if the effect thereof would be that, on the exercise of Conversion Rights, Ordinary Shares could not, under any applicable law then in effect, be legally issued as fully paid;
- (e) not reduce its issued share capital or any uncalled liability in respect thereof, or any non-distributable reserves, except:
  - (i) pursuant to the terms of issue of the relevant share capital; or
  - (ii) by means of a purchase or redemption of share capital of the Issuer to the extent permitted by applicable law; or
  - (iii) pursuant to a Newco Scheme; or
  - (iv) by way of transfer to reserves as permitted under applicable law; or
  - (v) where the reduction is permitted by applicable law and the Trustee has received written advice addressed to it from an Independent Adviser, acting as an expert that the interests of the Noteholders will not be materially prejudiced by such reduction; or
  - (vi) where the reduction is permitted by applicable law and results in (or would, but for the provisions of Condition 6(f) relating to roundings or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made,

provided that, without prejudice to the other provisions of these Conditions, the Issuer may exercise such rights as it may from time to time be entitled pursuant to applicable law to purchase its Ordinary Shares and any depositary or other receipts or certificates representing Ordinary Shares without the consent of Noteholders;

- (f) if any offer is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) Shareholders other than the offeror and/or any associate (as defined in sections 11 and 12 of the Corporations Act)) to acquire the whole or any part of the issued Ordinary Shares, or if any person proposes a scheme with regard to such acquisition (other than a Newco Scheme), give notice of such offer or scheme to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) that details concerning such offer or scheme may be obtained from the registered office of the Issuer and, where such an offer or scheme has been recommended by the board of Directors of the Issuer, or where such an offer has become or been declared unconditional in all respects or such scheme has become effective, use all reasonable endeavours to procure that a like offer or scheme is extended to the holders of any Ordinary Shares issued during the period of the offer or scheme arising out of the exercise of the Conversion Rights by the Noteholders which entitle the Noteholders to receive the same type and amount of consideration they would have received had they held the number of Ordinary Shares to which those Noteholders would be entitled



assuming Noteholders were to exercise their respective Conversion Rights during the relevant period;

- (g) in the event of a Newco Scheme take (or shall procure that there is taken) all necessary action to ensure that immediately after completion of the Scheme of Arrangement:
- (i) Newco is substituted under the Notes and the Trust Deed as principal obligor in place of the Issuer (with the Issuer providing a guarantee) subject to and as provided in the Trust Deed; and
  - (ii) such amendments are made to these Conditions and the Trust Deed as are advised to the Trustee by the Independent Adviser, acting as an expert and in good faith, are necessary to ensure that the Notes may be converted into or exchanged for ordinary shares or units or the equivalent in Newco *mutatis mutandis* in accordance with and subject to these Conditions and the Trust Deed and the Trustee shall (at the expense of the Issuer) be obliged to concur with such substitution or grant of such guarantee and in either case the making of any such amendments provided that the Trustee shall not be obliged so to concur (A) until such time as it shall have completed its internal compliance procedures (including without limitation its "Know Your Client" procedures) to its satisfaction and (B) if in the opinion of the Trustee doing so would impose new or more onerous duties or obligations upon it or expose it to further liabilities or reduce its protections; and
  - (iii) the Trust Deed and these Conditions provide at least the same powers, protections, rights and benefits to the Trustee and the Noteholders following the implementation of such Newco Scheme as they provided to the Trustee and the Noteholders prior to the implementation of the Newco Scheme, *mutatis mutandis*; and
  - (iv) the ordinary shares or units or the equivalent of Newco are:
    - (A) admitted to listing on the Relevant Stock Exchange; or
    - (B) admitted to listing on another regulated, regularly operating, recognised stock exchange or securities market;
- (h) use its best endeavours to ensure that the Ordinary Shares issued upon exercise of Conversion Rights will, as soon as is practicable, be admitted to listing and to trading on the Australian Securities Exchange and will be listed, quoted or dealt in, as soon as is practicable, on any other stock exchange or securities market on which the Ordinary Shares may then be listed or quoted or dealt in;
- (i) not change the jurisdiction in which it is domiciled or resident or to whose taxing authority it is subject generally unless it would not thereafter be required pursuant to then current laws and regulations to withhold or deduct for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of such jurisdiction or any political subdivision thereof or therein having power to tax in respect of any payment on or in respect of the Notes;
- (j) for so long as any Note remains outstanding and subject to the occurrence of a Change of Control, use its reasonable endeavours to ensure that its issued and outstanding Ordinary Shares shall be admitted to listing and to trading on the ASX;
- (k) comply with each of the requirements of ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82 as it applies to the Issuer, including those with ongoing operation after the Closing Date for so long as they are relevant; and

- (l) for so long as any Note remains outstanding, shall provide the consolidated and unconsolidated financial statements to the Trustee in accordance with the Trust Deed.

The Issuer has undertaken in the Trust Deed to deliver to the Trustee annually and also within 14 days of any request therefor from the Trustee a certificate of the Issuer (in the form scheduled to the Trust Deed) signed by an Authorised Signatory of the Issuer certifying, *inter alia*, that, to the best of the knowledge, information and belief of the Issuer, there has not occurred an Event of Default or Potential Event of Default since the date of the last such certificate (or, if none, the date of the Trust Deed) or, if any such event has occurred, providing details of such event. The Trustee will be entitled to rely conclusively on any such certificate and shall not be obliged to independently monitor compliance by the Issuer with the undertakings set forth in these Conditions and in particular, but without limitation, this Condition 11, or in the Trust Deed, and shall not be liable to any Noteholder or any other person for not so doing.

## **12. PRESCRIPTION**

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of such payment.

Claims in respect of any other amounts payable in respect of the Notes shall be prescribed and become void unless made within 10 years following the due date for payment thereof.

## **13. REPLACEMENT OF NOTES**

If any Certificate evidencing a Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar or any Transfer Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer, the Registrar or the relevant Transfer Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **14. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER, SUBSTITUTION**

### **(a) Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings of Noteholders to consider matters affecting their interests, including without limitation, the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed, the Agency Agreement and/or the Calculation Agency Agreement. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Trustee if requested in writing to do so by Noteholders holding not less than 10 per cent. in aggregate principal amount of the Notes for the time being outstanding and subject to the Trustee being indemnified and/or prefunded and/or secured to its satisfaction against all costs and expenses. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing more than 50 per cent., in aggregate principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*:

- (i) to modify the maturity of the Notes or the dates on which interest is payable in respect of the Notes;

- (ii) to reduce or cancel the principal amount, or interest on, the Notes or to reduce the amount payable on redemption of the Notes or modify or cancel the Conversion Rights;
- (iii) to increase the Conversion Price other than in accordance with these Conditions;
- (iv) to change the currency of any payment in respect of the Notes;
- (v) to change the governing law of the Notes, the Trust Deed, the Agency Agreement and/or the Calculation Agency Agreement (other than in the case of a substitution of the Issuer (or any previous substitute or substitutes) under Condition 14(c)); or
- (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution,

in which case the necessary quorum will be one or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 30 per cent., in aggregate principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed). An Extraordinary Resolution is a resolution in respect of which not less than 75 per cent. of the votes cast shall have been in favour at a meeting of Noteholders duly convened and held in accordance with the Trust Deed.

The Trust Deed provides that:

- (A) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of Notes then outstanding (which may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders); or
- (B) consents given by way of electronic consent through the Relevant Clearing System(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of the Notes then outstanding,

shall, in any such case, be effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held.

No consent or approval of Noteholders shall be required in connection with any modification proposed to give effect to, or otherwise in relation to, a Newco Scheme.

(b) *Modification and Waiver*

The Trustee may (but shall not be obliged to) agree, without the consent of the Noteholders, to:

- (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement, any agreement supplemental to the Calculation Agency Agreement, the Notes or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law; and

- (ii) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement, any agreement supplemental to the Calculation Agency Agreement, the Notes or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Calculation Agency Agreement, any agreement supplemental to the Calculation Agency Agreement, the Notes or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders.

The Trustee may (but shall not be obliged to), without the consent of the Noteholders, determine any Event of Default or a Potential Event of Default should not be treated as such, provided that in the opinion of the Trustee, the interests of Noteholders will not be materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Noteholders and, unless the Trustee otherwise agrees, shall be notified by the Issuer to the Noteholders promptly in accordance with Condition 17. The Trustee's agreement may be subject to any condition that the Trustee requires including but not limited to obtaining, at the expense of the Issuer, an opinion of any investment bank or legal or other expert and to being indemnified and/or secured and/or pre-funded to its satisfaction.

(c) *Substitution*

The Trustee may (but shall not be obliged to), without the consent of the Noteholders, agree with the Issuer to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition 14(c)) as the principal debtor under the Notes and the Trust Deed of any Subsidiary of the Issuer subject to:

- (i) the Notes being unconditionally and irrevocably guaranteed by the Issuer; and
- (ii) the Notes continuing to be convertible into Ordinary Shares as provided in these Conditions *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate provided that in any such case:
  - (A) the Trustee is satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution; and
  - (B) certain other conditions set out in the Trust Deed are complied with.

Any such substitution shall be binding on the Noteholders and shall be notified by the Issuer promptly to the Noteholders in accordance with Condition 17 and to the Trustee and the Principal Paying and Conversion Agent in writing.

In connection with a Newco Scheme, at the request of the Issuer the Trustee shall, without the requirement for any consent or approval of the Noteholders, concur with the Issuer in the substitution in place of the Issuer (or any previous substituted company) as principal debtor under the Trust Deed and the Notes of Newco pursuant to and subject to the provisions set out in Condition 11(g).

(d) *Entitlement of the Trustee*

In connection with the exercise of its functions, rights, powers and discretions (including but not limited to those referred to in this Condition 14) the Trustee shall have regard to the

interests of the Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its functions, rights, powers, trusts, authorities or discretions for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require on behalf of any Noteholder, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent provided for in Condition 9 and/or in any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

## **15. ENFORCEMENT**

The Trustee may at any time, at its discretion and without notice, take such steps and/or actions and/or institute such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed and the Notes, but it shall not be bound to take any such steps, actions or proceedings or any other action in relation to the Trust Deed or the Notes unless:

- (a) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least 25 per cent. in aggregate principal amount of the Notes then outstanding; and
- (b) it shall have been indemnified and/or pre-funded and/or secured to its satisfaction.

No Noteholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## **16. THE TRUSTEE**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking any steps, action or proceedings to enforce payment or taking other actions unless first indemnified and/or pre-funded and/or secured to its satisfaction. The Trustee may engage or be interested in any financial or other transaction in the ordinary course of business with the Issuer and/or any entity related (directly or indirectly) to the Issuer and shall not in any way be liable to account to the Issuer, the Noteholders or any other person for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

The Trustee may rely without liability to Noteholders, the Issuer or any other person on any report, information, confirmation or certificate from or any opinion or any advice of any accountants (including the Auditors), lawyers, financial advisers, investment bank, an Independent Adviser or other expert, whether or not obtained by or addressed to it and whether or not liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely without liability on any such report, information, confirmation, certificate, opinion or advice, in which case such report, information, confirmation, certificate, opinion or advice shall be binding on the Issuer and the Noteholders in the absence of manifest error.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, the Agency Agreement or these Conditions to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction, to seek directions from the Noteholders by way of Extraordinary Resolution and to be indemnified and/or secured and/or pre-funded to its satisfaction against all action, proceedings, claims and demands to which in its opinion it may be or become liable, and the Trustee shall not be responsible or liable for any loss or liability incurred by the Issuer, any Noteholder or any other person as a result of any delay in it

exercising such discretion or power, taking such action, making such decision or giving such direction as a result of seeking such direction from the Noteholders or in the event that no direction is given to the Trustee by the Noteholders. None of the Trustee or any Agent shall be liable to any Noteholder, the Issuer or any other person for any action taken by the Trustee or such Agent in accordance with the instructions of the Noteholders. The Trustee shall be entitled to rely on any direction, request or resolution of Noteholders given by holders of the requisite principal amount of Notes then outstanding or passed at a meeting of Noteholders convened and held in accordance with the Trust Deed or otherwise passed as provided in the Trust Deed.

None of the Trustee or any of the Agents shall be responsible for the performance by the Issuer, the Calculation Agent, any Independent Adviser and/or any other person appointed by the Issuer in relation to the Notes of the duties and obligations on their part expressed in respect of the same and, unless it has express written notice to the contrary, the Trustee and each Agent shall be entitled to assume that the same are being duly performed. Neither the Trustee nor any of the Agents shall be under any obligation to monitor compliance with the provisions of the Trust Deed, the Agency Agreement, the Calculation Agency Agreement or these Conditions or to monitor or ascertain whether any Event of Default, Potential Event of Default or Relevant Event has occurred and none of them shall be liable to any Noteholder, the Issuer or any other person for not doing so.

Each Noteholder shall be solely responsible for making, and continuing to make, its own independent appraisal of, and investigation into, the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer and its Subsidiaries, and the Trustee shall not at any time have any responsibility for the same and no Noteholder shall rely on the Trustee in respect thereof.

## **17. NOTICES**

All notices required to be given by the Issuer to the Noteholders regarding the Notes pursuant to these Conditions will be valid if published by the Issuer through the electronic communication system of Bloomberg. The Issuer shall also ensure that all such notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such notice. If publication as provided above is not practicable, notice will be given by publication in an English language newspaper with general circulation in Asia (which is expected to be the Asian Wall Street Journal) and Europe (which is expected to be the Financial Times).

*So long as the Notes are represented by a Global Certificate and such Global Certificate is held on behalf of Euroclear Bank SA/NV or Clearstream Banking S.A. or the Alternative Clearing System (as defined in the Global Certificate), notices to Noteholders shall be validly given by the delivery of the relevant notice to Euroclear Bank SA/NV or Clearstream Banking S.A. or the Alternative Clearing System, for communication by them to their respective accountholders in substitution for notification as required by the Conditions.*

## **18. FURTHER ISSUES**

The Issuer may from time to time without the consent of the Noteholders create and issue further notes, bonds or debentures either (a) having the same terms and conditions in all respects as the outstanding Notes or in all respects except for the issue date, the first payment of interest on them and the first date on which Conversion Rights may be exercised and so that such further issue shall be consolidated and form a single series with the outstanding Notes or (b) upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further Notes consolidated and forming a single series with the outstanding Notes constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

## 19. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Without prejudice to the rights of Noteholders as contemplated in Condition 15, no person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 (United Kingdom).

## 20. **GOVERNING LAW AND JURISDICTION**

### (a) *Governing Law*

The Trust Deed, the Agency Agreement, the Calculation Agency Agreement, and the Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

### (b) *Jurisdiction*

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed or the Notes and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Notes ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the Noteholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

### (c) *Agent for Service of Process*

The Issuer has irrevocably appointed Law Debenture Corporate Services Limited of 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom, as its agent in England to receive service of process in any Proceedings in England and has undertaken that in the event of such agent ceasing so to act, it will appoint such other person to accept service of process and shall deliver to the Trustee a copy of the new process agent's acceptance of that appointment within 30 days of such cessation. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.

## SUMMARY OF PROVISIONS RELATING TO THE NOTES IN GLOBAL FORM

The Global Certificate will contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the Terms and Conditions of the Notes set out in this Offering Circular. The following is a summary of certain of those provisions.

### Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear and Clearstream or any other clearing system designated by the Issuer and approved by the Trustee, the Principal Paying and Conversion Agent and the Registrar through which the Notes are held (an “**Alternative Clearing System**”) as the holder of a Note represented by the Global Certificate must look solely to Euroclear or Clearstream or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the holder of the Global Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear and Clearstream or such Alternative Clearing System. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by the Global Certificate and such obligations of the Issuer will be discharged by payment to the holder of the Global Certificate in respect of each amount so paid.

### Exchange of Notes Represented by the Global Certificate

Owners of beneficial interests in the Notes in respect of which the Global Certificate is issued will be entitled to have title to the Notes registered in their names and to receive individual definitive registered Certificates if either Euroclear or Clearstream or, as the case may be, an Alternative Clearing System on behalf of which the Notes evidenced by the Global Certificate may be held, is closed for business for a continuous period of 14 days or more (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

On or after the Exchange Date, the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Certificates in registered form, printed in accordance with any applicable legal and stock exchange requirements and in, or substantially in, the form set out in the Trust Deed. Such definitive Certificates will be registered in the name of the accountholders with the Registrar, and the Registrar shall alter the entries in the Register in respect of the Notes accordingly.

“**Exchange Date**” means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which the banks are open for business in the city in which the specified office of the Registrar is located.

### Meetings

The holder of the Global Certificate shall be treated as having one vote in respect of each A\$200,000 principal amount of Notes represented by the Global Certificate. The Trustee may allow to attend and speak (but not to vote) at any meeting of Noteholders any accountholder (or the representative of any such person) of a clearing system with an interest in the Notes represented by the Global Certificate on confirmation of entitlement and proof of his identity.

### Conversion

Subject to the requirements of Euroclear and Clearstream or, as the case may be, any Alternative Clearing System, the Conversion Right attaching to Notes represented by the Global Certificate may be exercised by the presentation of one or more Conversion Notices duly completed by or on behalf of a holder of a book-entry interest in such Note together with the Global Certificate to the Principal Paying and Conversion Agent or such other Agent as shall have been notified to the holder of the Global Certificate for such purpose for annotation and the principal amount of the Notes will be reduced in the Register accordingly. The provisions of Condition 6 will otherwise apply.



### **Tax Election Option of the Noteholders**

The tax election option of the Noteholders provided for in Condition 7(c) may be exercised by the holder of the Global Certificate giving notice to the Principal Paying and Conversion Agent or any other Paying Agent or Conversion Agent within the time limits relating to the deposit of Notes in Condition 7(c) and substantially in the form of the Noteholders Tax Election Notice set out in Schedule 4 to the Agency Agreement. Such notice shall be obtainable from the specified office of the Principal Paying and Conversion Agent or any other Paying Agent or Conversion Agent and shall state the number of Notes in respect of which the option is exercised. Upon exercise of the option, Schedule A of the Global Certificate shall be annotated accordingly.

### **Redemption at Option of the Noteholders**

The Noteholders' put options in Condition 7(e) and Condition 7(f) may be exercised by the holder of the Global Certificate giving notice to the Principal Paying and Conversion Agent or any other Paying Agent of the principal amount of Notes in respect of which the option is exercised and presenting the Global Certificate for endorsement or exercise within the time limits specified in the Conditions and the principal amount of the Notes will be reduced in the Register accordingly.

### **Trustee's Powers**

In considering the interests of Noteholders, the Trustee may, to the extent it considers it appropriate to do so in the circumstances, (a) have regard to such information as may have been made available to it by or on behalf of the relevant clearing system or its operator as to the identity of its accountholders (either individually or by way of category) with entitlements in respect of the Notes and (b) consider such interests on the basis that such accountholders were the holders of the Notes represented by the Global Certificate.

### **Redemption or Purchase and Cancellation**

Cancellation of any Note represented by the Global Certificate following its redemption or purchase will be effected by a reduction in the principal amount of the Notes in the register of Noteholders.

### **Payments**

Payments of principal in respect of Notes represented by the Global Certificate will be made against presentation and, if no further payment falls to be made in respect of the Notes, surrender of the Global Certificate to or to the order of the Principal Paying and Conversion Agent or such other Agent as shall have been notified to the holder of this Global Certificate for such purpose. The Issuer will, for value received, promise to pay interest in respect of such Notes from and including the Issue Date in arrear at the rates, on the dates for payment and in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by the Global Certificate.

Each payment will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

### **Notices**

So long as the Notes are represented by the Global Certificate and the Global Certificate is held on behalf of Euroclear or Clearstream or, as the case may be, any Alternative Clearing System notices to holders of the Notes shall be given by delivery of the relevant notice to each relevant clearing system for communication by it to entitled accountholders in substitution for notification as required by the Terms and Conditions of the Notes, except that the Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading. Any such

notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and Clearstream or, as the case may be, the Alternative Clearing System.

### **Transfers**

Transfers of beneficial interests in the Notes represented by the Global Certificate will be effected through the records of Euroclear and Clearstream or, as the case may be, any Alternative Clearing System and their respective participants in accordance with the rules and procedures of Euroclear and Clearstream or, as the case may be, any Alternative Clearing System and their respective direct and indirect participants.

## RIGHTS AND LIABILITIES OF ORDINARY SHARES

*The following is a summary (though not necessarily an exhaustive or definitive statement) of the rights attaching to fully paid Ordinary Shares as set out in the Issuer's constitution (the "Constitution"). The rights attaching to Ordinary Shares are in certain circumstances regulated by the Corporations Act, the ASX Listing Rules, the ASX Settlement Operating Rules and general law.*

Full details of the rights attaching to the Ordinary Shares are set out in the Constitution, a copy of which can be obtained on the Group's website at <https://www.whsp.com.au/policies/>.

<b>Voting</b>	Each holder of Ordinary Shares is entitled to receive notice of and attend and vote at general meetings of the Issuer. Each holder of Ordinary Shares has one vote on a show of hands and one vote for each fully paid Ordinary Share they hold on a poll.
<b>General meetings and notices</b>	Written notice of the time, date and place of a meeting of shareholders must be sent to holders of Ordinary Shares and to every Director and the auditor of the Issuer not less than 28 days before the meeting.
<b>Dividends</b>	<p>The Issuer's directors may pay interim and final dividends in accordance with the Corporations Act and ASX Listing Rules.</p> <p>The payment of a dividend does not require confirmation by a general meeting of the Issuer.</p> <p>Subject to the rights of holders of any shares or other equity securities which confer special rights as to dividends, each fully paid Ordinary Share confers on the holder the right to an equal share in dividends authorised by the Board.</p>
<b>Issue of further shares</b>	Subject to the Constitution, the ASX Listing Rules and the Corporations Act, the Issuer's directors have the right to issue shares (including preference shares) or to grant options to any person and in any number they think fit.
<b>Transfer of the Issuer's Ordinary Shares</b>	Subject to the Constitution, the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rules, the Issuer's Ordinary Shares are freely transferable. Subject to the Constitution, the Corporations Act, the ASX Listing Rules or the ASX Settlement Operating Rules, the Issuer's directors may decline to register a transfer of the Issuer's Ordinary Shares in any circumstances permitted by the ASX Listing Rules.
<b>Winding up</b>	<p>If the Issuer is wound up, subject to the rights of holders of shares issued on special terms, the liquidator may with the approval of a special resolution of shareholders:</p> <ol style="list-style-type: none"><li>divide among the shareholders in kind all or any of the Issuer's assets and for that purpose determine how the liquidator will carry out the division between shareholders or between different classes of shareholders, but may not require a shareholder to accept any shares or other securities in respect of which there is any liability; and/or</li></ol>

- b) vest all or any of the Issuer's assets in a trustee on trusts to be determined by the liquidator for the benefit of the contributories.

**Alteration of capital**

The Issuer may buy back its shares in any manner authorised or permitted by the Constitution, the Corporations Act and the ASX Listing Rules.

## TAXATION

### Australian Taxation

#### Introduction

The following is a summary of the withholding tax treatment under the Income Tax Assessment Act 1936 of Australia and, where applicable, the Income Tax Assessment Act 1997 of Australia (together, the “**Australian Tax Act**”), and the Taxation Administration Act 1953 of Australia, at the date of this Offering Circular, of payments of interest (as defined in the Australian Tax Act) on the Notes and certain other Australian tax matters.

A term used below but not otherwise defined has the meaning given to it in the Terms and Conditions of the Notes.

This summary applies to Noteholders that are:

- residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia (“**Australian Holders**”); and
- non-residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, and Australian tax residents that hold their Notes, and derive all payments under the Notes, in carrying on a business outside of Australia (“**Non-Australian Holders**”).

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person). In addition, the summary does not consider the Australian tax consequences for persons who hold Ordinary Shares on revenue account for tax purposes and, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream or another clearing system.

Noteholders should also be aware that particular terms of issue of any series of Notes may affect the tax treatment of that series of Notes. Information regarding taxes in respect of Notes may also be set out in a relevant supplement to this Offering Circular.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Noteholder. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

#### **Australian interest withholding tax**

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of Australian interest withholding tax (“**IWT**”) and dividend withholding tax. The Issuer intends to issue Notes which are to be characterised as “debt interests” for the purposes of the tests contained in Division 974 and the returns paid on the Notes are to be “interest” for the purposes of section 128F of the Australian Tax Act. If Notes are issued which are not so characterised, further information on the material Australian tax consequences of payments of interest and certain other amounts on those Notes will be specified in the relevant supplement to this Offering Circular.

For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

#### *Australian Holders*

Payments of interest in respect of the Notes to Australian Holders should not be subject to Australian IWT.

#### *Non-Australian Holders*

Australian IWT is payable at a rate of 10% of the gross amount of interest paid by the Issuer to a Non-Australian Holder, unless an exemption is available.

#### *(a) Section 128F exemption from IWT*

An exemption from Australian IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

Unless otherwise specified in any relevant supplement to this Offering Circular, the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Australian Tax Act) when it issues the Notes and when interest is paid;
- (ii) the Notes are issued in a manner which satisfies the “public offer test” in section 128F of the Australian Tax Act.

In relation to the Notes, there are five principal methods of satisfying the “public offer” test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
  - offers to 100 or more investors of a certain type;
  - offers of listed Notes;
  - offers via publicly available information sources; or
  - offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods;
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in the Notes) were being, or would later be, acquired, directly or indirectly, by an “associate” of the Issuer, except as permitted by section 128F(5) of the Australian Tax Act; and
  - (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Australian Tax Act.

#### *(b) Exemptions under certain double tax conventions*

The Australian Government has signed double tax conventions (“**Specified Treaties**”) with a number of countries (each, a “**Specified Country**”). The Specified Treaties apply to interest derived by a resident of a Specified Country.

In broad terms, the Specified Treaties effectively prevent IWT applying to interest derived by:

- governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a “financial institution” resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back to back loan or an economically equivalent arrangement will not qualify for this exemption.

(c) *Payment of additional amounts*

As set out in more detail in the Terms and Conditions of the Notes, and unless expressly provided to the contrary in any relevant supplement to this Offering Circular, if the Issuer is at any time required by law to deduct or withhold an amount in respect of any Taxes imposed by or on behalf of the Commonwealth of Australia from a payment in respect of the Notes, the Issuer will, subject to certain exceptions, pay an additional amount so that after making the withholding or deduction, each Noteholder is entitled to receive (at the time the payment is due) the amount it would have received if no withholdings or deductions had been required to be made.

**Australian income tax**

*Interest payments*

Australian Holders will be required to include any interest in respect of their Notes in their Australian assessable income.

Whether the interest should be recognised as assessable income on a realisation or accruals basis will depend on the individual circumstances of the Australian Holder (see also the “*taxation of financial arrangements*” summary below).

Non-Australian Holders should not be subject to Australian income tax in respect of interest payments received on their Notes. This is on the basis that the Issuer intends to satisfy the requirements of section 128F of the Australian Tax Act in respect of interest paid on Notes (see summary above).

*Gain on disposal or redemption of the Notes*

Australian Holders will be required to include any gain or loss on disposal or redemption of Notes in their assessable income. Depending on the circumstances of the Australian Holder, either the rules relating to “traditional securities” (in sections 26BB and 70B of the Australian Tax Act) or “taxation of financial arrangements” (see summary below) should apply.

In relation to a traditional security, for the purpose of calculating the gain or loss of an Australian resident Holder that is not subject to the “taxation of financial arrangements” rules on disposal or redemption of Notes:

- the cost of a Note should generally be its face value for Noteholders who acquire Notes on issue (plus any relevant costs associated with the acquisition, the disposal or the redemption);
- the consideration for a disposal or redemption will generally be the gross amount received by the Noteholder in respect of the disposal or redemption of Notes; and
- if the Notes are redeemed by the Issuer, the consideration for the redemption may be taken to exclude any parts of the redemption amount paid to Noteholders that are referable to any accrued and unpaid interest on Notes. Those interest amounts may be treated in the same manner as interest payments received during the term of the Notes. Again, Noteholders should seek their own taxation advice in relation to the application of the Australian Tax Act to their particular circumstances.

Non-Australian Holders that are non-residents of Australia should not be subject to Australian income tax on gains made on the disposal or redemption of Notes, provided:

- such gains do not have an Australian source; or
- if the Non-Australian Holder is a resident of a country with which Australia has entered into a comprehensive double tax convention – the Non-Australian Holder is fully entitled to the benefits of the double tax convention to exclude Australia’s jurisdiction to tax the income.

Whether a gain on disposal or redemption of Notes has an Australian source is a question of fact that will be determined on the basis of the circumstances existing at the time of the disposal or redemption. In general, a gain arising on the sale of Notes by a Non-Australian Holder that is a non-resident of Australia to another non-resident of Australia where Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia should not be regarded as having an Australian source. However, this is not an exhaustive list of the factors that can determine source, nor would the absence of one of these elements, of itself, mean that there is an Australian source, as it will depend on all the relevant circumstances.

If a gain realised by a Non-Australian Holder is subject to Australian income tax, depending on the circumstances of the Noteholder, either the rules relating to “traditional securities” or “taxation of financial arrangements” should apply.

#### *No gain on conversion of the Notes*

Noteholders should not make any taxable gain or loss if Notes are converted into Ordinary Shares. This is because any gain or loss on the conversion should be disregarded under the Australian Tax Act.

Ordinary Shares acquired as a consequence of the conversion should generally be treated as having a cost base and reduced cost base for Australian capital gains tax (“CGT”) purposes equal to the cost base of the relevant Notes at the time of conversion. For Australian CGT purposes, the acquisition date of the Ordinary Shares should generally be the time of conversion. This will be relevant in the event that an Australian Holder subsequently disposes of the Ordinary Shares.

In the case of a Non-Australian Holder that is a non-resident of Australia, any capital gain or loss made by that Noteholder from any subsequent disposal of Ordinary Shares may be disregarded for Australian CGT purposes if the Ordinary Shares are not “taxable Australian property” (as defined under the Australian Tax Act) at the time of disposal.

Noteholders should seek their own taxation advice if their Notes are converted into Ordinary Shares.

#### **Other tax matters**

Under Australian laws as presently in effect:

- *taxation of financial arrangements* – Division 230 of the Australian Tax Act contains tax timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”. The rules do not alter the rules relating to the imposition of IWT nor override the IWT exemption available under section 128F of the Australian Tax Act.

A number of elective tax timing methods are available under Division 230. If none of the tax timing elections are made, the default accruals/realisation methods should apply to the taxpayer. Under the default methods, if the gains or losses from a financial arrangement are sufficiently certain, they should be brought to account for tax on an accruals basis. Otherwise, they should be brought to account for tax when they are realised.

Division 230 does not apply to certain taxpayers or in respect of certain short term “financial arrangements”. Division 230 should not, for example, generally apply to Noteholders which are individuals and certain other entities (e.g. certain superannuation entities and managed



investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential Noteholders should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made;

- *death duties* – no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes* – no ad valorem stamp, issue, registration or similar taxes are payable in Australia on:
  - the issue, transfer or redemption of any Notes; or
  - the issue of Ordinary Shares as a result of a conversion or a transfer of Ordinary Shares acquired as a result of a conversion provided that:
    - if all the shares in the Issuer are quoted on ASX at the time of issue or transfer of the Ordinary Shares, no person, either directly or when aggregated with interests held by associates of that person, obtains an interest in the Issuer of 90% or more; or
    - if not all the shares in the Issuer are quoted on ASX at the time of issue or transfer of the Ordinary Shares, no person, either directly or when aggregated with interests held by associates of that person, obtains an interest in the Issuer of 50% or more.

The stamp duty legislation generally requires the interests of associates to be added in working out whether the relevant threshold is reached. In some circumstances, the interests of unrelated entities can also be aggregated together in working out whether the relevant threshold is reached;

- *TFN/ABN withholding* – withholding tax is imposed (at the rate of, currently, 47%) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (TFN), (in certain circumstances) an Australian Business Number (ABN) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then such withholding should not apply to payments to a Non-Australian Holder that is a non-resident of Australia for Australian tax purposes;

- *dividend withholding tax* – Non-Australian Holders may be subject to dividend withholding tax (“DWT”) on certain distributions paid on equity interests in Australian resident entities (such as Ordinary Shares). A Non-Australian Holder should consider the application of DWT in the event the Noteholder’s Notes are converted into Ordinary Shares. DWT is generally imposed to the extent “franking credits” do not attach to the relevant distribution or the distribution is not declared to be “conduit foreign income”. Australian DWT is imposed at a general rate of 30% but the rate may be reduced under an applicable double tax convention. The Issuer does not “gross-up” distributions on its Ordinary Shares to account for the imposition of DWT;
- *additional withholdings from certain payments to non-residents* – the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents;

- *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a Noteholder any amount in respect of Australian tax payable by the Noteholder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;
- *supply withholding tax* – payments in respect of the Notes can be made free and clear of any “supply withholding tax”; and
- *goods and services tax (GST)* – neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber that is a non-resident) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.

## **U.S. Foreign Account Tax Compliance Act and OECD Common Reporting Standard**

### ***Foreign Account Tax Compliance Act***

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under the Terms and Conditions of the Notes) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

### ***Common Reporting Standard***

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (“**CRS**”) requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

## SUBSCRIPTION AND SALE

This section summarises the Subscription Agreement entered into by the Issuer and the Sole Bookrunner and Lead Manager. It also sets out restrictions on the Offering in various jurisdictions.

### SUBSCRIPTION AGREEMENT

The Sole Bookrunner and Lead Manager has entered into a subscription agreement dated 21 January 2021 with the Issuer (the “**Subscription Agreement**”). Upon the terms and subject to the conditions contained therein, the Sole Bookrunner and Lead Manager has agreed to subscribe or procure subscribers for the aggregate principal amount of the Notes at the Issue Price.

#### *Fees and expenses*

The Issuer has agreed to pay certain underwriting fees to the Sole Bookrunner and Lead Manager and to reimburse the Sole Bookrunner and Lead Manager for certain of its expenses incurred in connection with the management of the Offering and the issue of the Notes.

#### *Representations, warranties and undertakings*

The Issuer makes various representations and warranties including but not limited to representations and warranties in relation to this Offering Circular, compliance with the Corporations Act, the ASX Listing Rules and the constitutional documents of the Issuer. The Issuer also warrants that it has the power and authority to issue the Notes and to enter into and comply with the terms of the Subscription Agreement, the Trust Deed, the Agency Agreement and the Calculation Agency Agreement.

#### *Termination events*

The Sole Bookrunner and Lead Manager is entitled in certain circumstances to terminate the Subscription Agreement at any time prior to the payment of the net subscription monies for the Notes, including where one or more of the following events occurs:

- if there shall have come to the notice of the Sole Bookrunner and Lead Manager any breach of, or any event rendering untrue or incorrect, any of the warranties and representations, or any failure of the Issuer to perform any of its undertakings or agreements, in the Subscription Agreement;
- if the conditions precedent to closing set out in the Subscription Agreement have not been satisfied or waived by the Sole Bookrunner and Lead Manager;
- if, on or prior to the Closing Date, (a) there shall have occurred any adverse change, or development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Issuer or in the Ordinary Shares on any stock exchange or in any over-the-counter market) or currency rates or foreign exchange controls; or (b) there shall have occurred a general moratorium on banking activities in in the United Kingdom, United States, Singapore, Hong Kong and/or the Commonwealth of Australia by the relevant central banking authority in any of those countries, which would in the Sole Bookrunner and Lead Manager’s view be likely to prejudice materially the success of the issue and offering of the Notes or distribution of the Notes or dealings in the Notes in the secondary market;
- if, on or prior to the Closing Date, there shall have occurred either of the following (a) a suspension or material limitation of trading in securities generally on the New York Stock Exchange, the Nasdaq Stock Market, Inc., the London Stock Exchange plc, the Hong Kong Stock Exchange, the SGX-ST or the ASX; or (b) a suspension or material limitation in trading in any of the Issuer’s securities or the Ordinary Shares on ASX (other than a suspension in trading of the Issuer’s securities or Ordinary Shares that is initiated by the Issuer and such suspension does not exceed two trading days), which would in the Sole Bookrunner and Lead

Manager's view be likely to prejudice materially the success of the issue and offering of the Notes or the distribution of the Notes or dealings in Notes in the secondary market;

- if, on or prior to the Closing Date, in the opinion of the Sole Bookrunner and Lead Manager, there shall have occurred any event or series of events, including the occurrence of any local, national or international outbreak or escalation of hostilities or act of terrorism, disaster, insurrection, armed conflict, act of God or epidemic, material disruption in commercial banking services or securities or securities clearing services in the United States, the United Kingdom, Singapore, Hong Kong and/or the Commonwealth of Australia, which would in the Sole Bookrunner and Lead Manager's view be likely to prejudice materially the success of the issue and offering of the Notes or the distribution of the Notes or dealings in the Notes in the secondary market;
- if, on or prior to the Closing Date, the Intermediary Authorisation is terminated, void, avoided, illegal, invalid, unenforceable or materially limited in its effect; or
- if the ASX makes any official statement, or indicates to the Issuer or any of the Sole Bookrunner and Lead Manager (whether or not by way of an official statement), that the Issuer will be removed from the official list or that any existing securities in the Issuer will be suspended from quotation or such suspension from quotation occurs. For the avoidance of doubt, a trading halt requested by the Issuer does not constitute a suspension.

### ***Indemnity***

The Issuer has agreed to indemnify the Sole Bookrunner and Lead Manager, its subsidiaries, affiliates, and any person who controls any of them within the meaning of the Securities Act or Section 20 of the U.S. Securities Exchange Act of 1934, as amended (a "**holding company**") and the subsidiaries of a holding company and their respective directors, officers, partners, employees, and agents against certain losses incurred, whether directly or indirectly, by such persons arising out of, in connection with or based on certain claims which are instituted or made, threatened or alleged against or otherwise involve such persons in connection with or arising out of certain aspects of the Offering or this Offering Circular, except to the extent that any such claim, as finally and conclusively judicially determined by a court of competent jurisdiction, arose directly and primarily from the fraud, wilful misconduct (including deliberate breach of a material term of the Subscription Agreement) or gross negligence of those parties.

## **SELLING RESTRICTIONS**

### **General**

The distribution of this Offering Circular or any offering material and the offering, sale or delivery of the Notes is restricted by law in certain jurisdictions. Therefore, persons who may come into possession of this Offering Circular or any offering material are advised to consult their own legal advisers as to what restrictions may be applicable to them and to observe such restrictions. This Offering may not be used for the purpose of an offer or invitation in any circumstances in which such offer or invitation is not authorised.

Neither the Issuer nor the Sole Bookrunner and Lead Manager makes any representation that any action will be taken in any jurisdiction by the Sole Bookrunner and Lead Manager or the Issuer that would permit a public offering of the Notes, or possession or distribution of this Offering Circular or any other offering or publicity material relating to the Notes (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. The Sole Bookrunner and Lead Manager has undertaken that it will not, directly or indirectly, offer, sell or deliver Notes or has in its possession or distributes this Offering Circular or any such other material in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance in all material respects with any applicable laws and regulations and all offers of the Notes by it will be made on the same terms, in all cases at its own expense. Without prejudice to the generality of the above, the Sole Bookrunner and Lead Manager agreed that it will obtain all consents, approvals and/or permissions which, to the best of its knowledge and belief, are required for the offer, purchase,

delivery or sale of it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such offers purchases, delivery or sales.

### **United States**

The Notes and the Ordinary Shares to be issued upon conversion of the Notes have not been, and will not be, registered under the Securities Act or the securities laws of any state or other jurisdictions of the United States, and they may not be offered or sold within the United States.

The Notes are being offered and sold outside the United States in “offshore transactions” as defined in, and in reliance on, Regulation S under the Securities Act. The Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not offered or sold, and agreed that it will not offer or sell, any Notes constituting part of its allotment within the United States except in offshore transactions in accordance with Rule 903 and Rule 904 of Regulation S.

Accordingly, none of the Sole Bookrunner and Lead Manager and its affiliates nor any persons acting on its behalf have engaged or will engage in any “directed selling efforts” (as defined in Rule 902(c) of the Securities Act) with respect of the Notes and the Ordinary Shares to be issued upon conversion of the Notes.

The Sole Bookrunner and Lead Manager has further represented and warranted that it has not entered and agree that it will not enter into any contractual arrangement with any distributor (as that term is defined in Regulation S under the Securities Act) with respect to the distribution or delivery of the Notes, except with its affiliates or with the prior written consent of the Issuer.

Terms used in this sub-section captioned “United States” have the meaning given to them by Regulation S.

### **Prohibition of Sales to EEA Retail Investors**

The Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular in relation thereto to any retail investor in the EEA. For the purposes of this paragraph, the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### **Prohibition of Sales to EEA Retail Investors**

The Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular in relation thereto to any retail investor in the UK. For the purposes of this paragraph, the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

### **United Kingdom**

The Sole Bookrunner and Lead Manager has represented, warranted and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

### **Australia**

No prospectus, product disclosure document or other disclosure document as that term is defined in of the Corporations Act has been or will be lodged with ASIC in relation to the Notes. Accordingly, the Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not and will not offer, or invite applications for the issue of any Notes or offer any Notes for issue or sale in Australia (including an offer or invitation which is received by that person in Australia) or distribute or publish and will not distribute or publish this Offering Circular or any other advertisement in relation to any Notes in Australia, unless:

- (i) the offer or invitation does not constitute an offer or invitation for which disclosure is required to be made to investors under Part 6D.2 or Chapter 7 of the Corporations Act;
- (ii) the offer or invitation is made to sophisticated or professional investors within the meaning of sections 708(8) or 708(11) of the Corporations Act;
- (iii) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act; and
- (iv) such action complies with applicable laws, and directives in Australia.

### **Singapore**

The Sole Bookrunner and Lead Manager has acknowledged that this Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other documents or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly to any person in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA;
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of who is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(6) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 (the CMP Regulations 2018), the Issuer has determined and hereby notified all relevant persons (as defined in Section 309(A)(1) of the SFA), that the Notes are prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## Hong Kong

The Sole Bookrunner and Lead Manager has represented, warranted and agreed that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

## Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, the Sole Bookrunner and Lead Manager has represented, warranted and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws, regulations and ministerial guidelines of Japan.

### **Switzerland**

This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Offering and/or the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this Offering Circular nor any other offering or marketing material relating to the Offering and/or the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Offering Circular nor any other offering or marketing material relating to the Offering, nor the Issuer nor the Notes have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA, and investors in the Notes will not benefit from protection or supervision by such authority.

### **New Zealand**

The Sole Bookrunner and Lead Manager acknowledges that this Offering Circular and the information contained in or accompanying this Offering Circular:

- (i) are not, and are under no circumstances to be construed as, an offer of Notes to any person who requires disclosure under Part 3 of the Financial Markets Conduct Act 2013 (NZ) (the “**FMC Act**”); and
- (ii) are not a product disclosure statement under the FMC Act and do not contain all the information that a product disclosure statement is required to contain under New Zealand law.

The Sole Bookrunner and Lead Manager has acknowledged that this Offering Circular has not been registered, filed with or approved by any New Zealand regulatory authority under the FMC Act. The Sole Bookrunner and Lead Manager has represented, warranted and agreed that the Notes are not being offered or sold in New Zealand (or allotted with a view to being offered for sale in New Zealand) other than to a person who is a “wholesale investor” within the meaning of clause 3 of Schedule 1 of the FMC Act.



## ADDITIONAL INFORMATION

### ASX

The Issuer has received ASX confirmations in relation to the Terms and Conditions of the Notes and the Offering that:

- the Terms and Conditions of the Notes are appropriate and equitable for the purposes of ASX Listing Rule 6.1;
- the Notes are not options for the purposes of ASX Listing Rules 6.14 – 6.23;
- the Notes are not preference securities for the purposes of ASX Listing Rules 6.4 – 6.7; and
- it is “appropriate and equitable” for the purposes of ASX Listing Rule 6.12 that Noteholders may be divested of their Notes in the case of a conversion or redemption as provided for under the Terms and Conditions of the Notes; and
- the issue of the Notes is within the placement capacity of the Issuer under ASX Listing Rule 7.1.

No further ASX waivers or confirmations are required.

### Foreign Acquisitions and Takeovers Act

The acquisition by foreign persons of interests in the Issuer is regulated by the Foreign Acquisition and Takeovers Act 1975 (Cth) (the “**FATA**”).

The FATA generally requires (with the sanction of penalties) that prior notice be given to the Treasurer and a no objection notification obtained (or a statutory period has expired without the Treasurer objecting) in respect of the acquisition by a “foreign person” of certain interests in the Issuer (including the Notes) and gives the Treasurer of the Commonwealth of Australia (the “**Treasurer**”) power to make an order prohibiting such an acquisition where it is proposed or to make a divestment order where such an acquisition has occurred and the proposal or acquisition considered contrary to Australia’s national interest, if the foreign person (alone or together with its associates) would have an interest in 20% or more (or, if the foreign person is also a ‘foreign government investor’ under the FATA, 10% or more (though a lower percentage threshold can apply in certain circumstances)) of the Ordinary Shares, votes or potential votes (including through interests in options) of the Issuer, or two or more foreign persons (alone or together with their respective associates) would have in aggregate an interest in 40% or more of the Ordinary Shares, votes or potential votes (including through interests in options) of the Issuer.

The above summary does not purport to be a definitive statement of the FATA and investors requiring further information as to whether notification under the FATA to the Treasurer (through the Foreign Investment and Review Board) is required in respect of a proposed investment or further investment in the Issuer should consult their professional advisers.

### Takeover Restrictions

The acquisition of interests in the Issuer is also regulated by the takeover provisions of Chapter 6 of the Corporations Act. These provisions prohibit (with the sanctions of penalties) the acquisition of relevant interests in the Ordinary Shares, if as a result of the acquisition the acquirer’s (or another party’s) “voting power” in the Issuer would increase to above 20%, or would increase from a starting point that is above 20% and below 90%. That prohibition is subject to a number of exceptions, including for acquisitions pursuant to a regulated takeover bid. Chapter 6C of the Corporations Act also contains provisions requiring market disclosure of relevant interests (and changes in relevant interests) in the Ordinary Shares by persons holding “voting power” in the Issuer of 5% or more.

Investors requiring further information relating to takeover restrictions should consult their professional advisers as these matters may be applicable to the conversion of the Notes.

## GENERAL INFORMATION

1. The Issuer's corporate head office and principal place of business is located at Level 14, 151 Clarence Street, Sydney NSW 2000.
2. The Principal Paying and Conversion Agent for the Notes is The Bank of New York Mellon, London Branch and the Registrar and the Transfer Agent for the Notes is The Bank of New York Mellon SA/NV, Luxembourg Branch. As of the date of this Offering Circular, their respective specified offices are located at One Canada Square, London E14 5AL, United Kingdom (in the case of the Principal Paying and Conversion Agent) and Vertigo Building – Polaris, 2-4, rue Eugène Ruppert, L-2453 Luxembourg (in the case of the Registrar and the Transfer Agent).
3. The Calculation Agent for the Notes is Conv-Ex Advisors Limited at its specified office which, as of the date of this Offering Circular, is located at 30 Crown Place London EC2A 4EB United Kingdom.
4. The issue of the Notes and the terms of the Offering were approved by resolutions of the Board of Directors of the Issuer passed on 21 January 2021.
5. For so long as any of the Notes is outstanding, copies of the Trust Deed, the Agency Agreement and, subject to the Trustee and the Principal Paying and Conversion Agent being provided with a copy of the same by the Issuer, the Calculation Agency Agreement will be available for inspection by Noteholders at the principal office for the time being of the Trustee (being, at the date of this Offering Circular, at One Canada Square, London E14 5AL, United Kingdom) and at the specified office of the Principal Paying and Conversion Agent at all reasonable times during normal business hours (being between 9.00 a.m. and 3.00 p.m.) following, in each case, prior written request and proof of holding and identity to the satisfaction of the Trustee or, as the case may be, the Principal Paying and Conversion Agent.
6. The Notes have been accepted for clearance through Euroclear and Clearstream. The International Securities Identification Number for the Notes is XS2293580812. The Common Code for the Notes is 229358081.
7. The Legal Entity Identifier of the Issuer is 549300G2Q3P6ZVNC1465.
8. Save as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of the Issuer or the Group since 31 July 2020 and no material adverse change in the financial position or prospects of the Issuer or the Group since 31 July 2020.
9. Neither the Issuer nor any of its subsidiaries is involved in any litigation or arbitration proceedings or any regulatory investigations relating to claims or amounts which are material in the context of the issue of the Notes nor, so far as the Issuer is aware, is any such litigation or arbitration pending or threatened.
10. The audited annual consolidated financial statements of the Group for the financial years ended and as at 31 July 2019 and 31 July 2020, which are deemed to be incorporated by reference in this Offering Circular, have been audited by Pitcher Partners, as the independent auditors to the Issuer, as stated in their reports appearing therein.
11. An application has been made to the SGX-ST for permission to deal in and quotation for the Notes. Such permission will be granted when the Notes have been admitted to the Official List of the SGX-ST. The approval in-principle was received on 25 January 2021 for the listing of the Notes on the SGX-ST. So long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption. In addition, in the event that the Global Certificate is exchanged for individual definitive Notes, an announcement of such exchange shall be made by or on behalf of the Issuer through the SGX-ST and such

announcement will include all material information with respect to the delivery of the individual definitive Notes, including details of the paying agent in Singapore.

**ISSUER**

**Washington H. Soul Pattinson and Company Limited**  
**(ABN 49 000 002 728)**  
Level 14, 151 Clarence Street,  
Sydney NSW 2000

**SOLE BOOKRUNNER AND LEAD MANAGER**

**UBS AG, Australia Branch**  
Level 16, Chifley Tower  
2 Chifley Square  
Sydney, NSW, 2000, Australia

**TRUSTEE**

**The Bank of New York Mellon, London Branch**  
One Canada Square  
London E14 5AL  
United Kingdom

**PRINCIPAL PAYING AND CONVERSION AGENT**

**The Bank of New York Mellon, London Branch**  
One Canada Square  
London E14 5AL  
United Kingdom

**CALCULATION AGENT**

**Conv-Ex Advisors Limited**  
30 Crown Place  
London EC2A 4EB  
United Kingdom

**REGISTRAR AND TRANSFER AGENT**

**The Bank of New York Mellon SA/NV, Luxembourg Branch**  
Vertigo Building - Polaris  
2-4, rue Eugène Ruppert  
L-2453 Luxembourg

## LEGAL ADVISERS

*To the Issuer as to Australian law*

**DLA Piper Australia**  
Level 22, No. 1 Martin Place,  
Sydney NSW 2000

*To the Issuer as to English law*

**DLA Piper Singapore Pte. Ltd.**  
80 Raffles Place  
#48-01 UOB Plaza 1  
Singapore 048624

*To the Sole Bookrunner and Lead Manager  
as to Australian law*

**Allens**  
Level 28, Deutsche Bank Place  
126 Phillip Street  
Sydney NSW 2000  
Australia

*To the Sole Bookrunner and Lead Manager  
as to English law*

**Linklaters Singapore Pte. Ltd.**  
One George Street #17-01  
Singapore 049145

*To the Trustee as to English law*

**Linklaters**  
11th Floor, Alexandra House  
Chater Road, Central  
Hong Kong

## INDEPENDENT AUDITORS TO THE GROUP

**Pitcher Partners**  
Level 16, Tower 2 Darling Park  
201 Sussex Street  
Sydney NSW 2000