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24 April 2023

The Manager

ASX Market Announcements Office

ASX Limited

Exchange Centre

20 Bridge Street

Sydney NSW 2000

**Online lodgement**

Dear Sir/Madam

**Off-Market Takeover Bid by Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund in relation to Eildon Capital Group (EDC) – Bidder's Statement**

We act for Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund (ABN 67 302 926 069) (**STAM**).

We refer to section 633(1), item 5 of the *Corporations Act 2001* (Cth) and enclose the Bidder's Statement in relation to STAM's off-market takeover bid for all of the fully paid stapled securities on issue in Eildon Capital Group (comprised of Eildon Capital Limited (ABN 11 059 092 198) and Eildon Capital Trust (ARSN 635 077 753)) (ASX:EDC) (**EDC**).

For the purposes of section 633(2) and section 633(4)(a) of the Corporations Act, STAM hereby gives notice to the ASX that STAM has set 7:00pm (Sydney time) on 25 April 2023 as the time and date for determining the persons to whom the Bidder's Statement is to be sent in accordance with items 6 and 12 of section 633(1) of the Corporations Act.

The Bidder's Statement is being lodged today with the Australian Securities and Investments Commission and served on EDC.

Yours sincerely

**Charles Ashton**

Partner

Allens

Charles.Ashton@allens.com.au

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Encl

# Bidder's Statement

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

IF YOU ARE IN ANY DOUBT AS TO HOW TO ACT, YOU SHOULD CONSULT YOUR FINANCIAL OR LEGAL ADVISER AS SOON AS POSSIBLE.

# ACCEPT

## the Cash Offer

by

**Samuel Terry Asset Management Pty Ltd (ACN 108 611 785)**  
as trustee for **Samuel Terry Absolute Return Active Fund**  
**(ABN 67 302 926 069)**

to acquire all of your securities in

## **Eildon Capital Group**

(comprised of Eildon Capital Limited (ABN 11 059 092 198) and  
Eildon Capital Trust (ARSN 635 077 753))

for

**A\$0.93 cash per Stapled Security**

Please call +61 2 9066 9240 if you require assistance.

Legal Adviser

**Allens > Linklaters**

Financial Adviser



**Aitken Mount**

CAPITAL PARTNERS

## Table of Contents

<b>Important information</b>	<b>4</b>
<b>Letter to EDC Securityholders</b>	<b>1</b>
<b>How to Accept the Offer</b>	<b>2</b>
<b>Summary of the Offer and Other Important Information</b>	<b>3</b>
<b>Why You Should Accept the Offer</b>	<b>6</b>
<b>1 Profile of Bidder</b>	<b>8</b>
1.1 Overview	8
1.2 Directors	8
<b>2 Profile of EDC Group</b>	<b>9</b>
2.1 Disclaimer	9
2.2 Overview of EDC Group and its principal activities, assets and operations	9
2.3 EDC Group directors and management	9
2.4 Substantial Securityholders	9
2.5 Other material information about EDC Group	10
2.6 Publicly available information about EDC Group	10
2.7 EDC securities on issue	10
2.8 Recent and historical trading of Stapled Securities	10
<b>3 Bidder's Intentions</b>	<b>12</b>
3.1 Introduction	12
3.2 Post Offer review	12
3.3 Intentions upon Bidder acquiring 90% or more of the EDC Stapled Securities	12
3.4 Intentions upon Bidder acquiring less than 90% of the EDC Stapled Securities	13
3.5 Intentions if Bidder does not acquire more than 50% the EDC Stapled Securities	13
3.6 Limitations on intentions	14
<b>4 Sources of Consideration</b>	<b>15</b>
4.1 Total cash consideration	15
4.2 Bidder's funding arrangements	15
4.3 Provision of consideration	15
<b>5 Australian Tax Considerations</b>	<b>16</b>
5.1 Introduction	16
5.2 Australian resident EDC Securityholders	16
5.3 Non-Australian resident EDC Securityholders	17
5.4 Foreign resident capital gains withholding	18
5.5 Stamp duty and GST	19
<b>6 Other Material Information</b>	<b>20</b>
6.1 Relevant Interests and Voting Power	20
6.2 No collateral benefits	20
6.3 No escalation agreements	20
6.4 ASIC modifications and exemptions	20
6.5 ASIC Market Integrity Rule 5.13.1 Disclosure	21
6.6 Social security and superannuation implications of the Offer	21
6.7 Withholding of consideration	21
6.8 Date for determining holders of Stapled Securities	22
6.9 Consents	22
6.10 Other material information	23

<b>7</b>	<b>Offer Terms</b>	<b>24</b>
7.1	Offer	24
7.2	Offer Period	24
7.3	How to accept this Offer	24
7.4	Status and effect of the Acceptance Form	26
7.5	Agreement resulting from acceptance	27
7.6	Offer Condition	29
7.7	Nature and operation of the Condition	29
7.8	Status of the Condition	30
7.9	Payment of consideration	30
7.10	Offerees	32
7.11	Additional copies of Offer documents	32
7.12	Variation and withdrawal of Offer	33
7.13	Costs and stamp duty	33
7.14	Governing law and jurisdiction	33
<b>8</b>	<b>Definitions and Interpretation</b>	<b>34</b>
8.1	Definitions	34
8.2	Interpretation	36
<b>9</b>	<b>Approval of Bidder's Statement</b>	<b>38</b>

## Important information

### Key Dates

Announcement Date	24 April 2023
Bidder's Statement lodged with ASIC	24 April 2023
Date of the Offer	8 May 2023
Offer scheduled to close (unless extended)	7:00pm (Sydney time) on 8 June 2023

Note: The closing date for the Offer may change as permitted by the Corporations Act.

### Bidder's Statement

This Bidder's Statement is given by Samuel Terry Asset Management Pty Ltd (ACN 108 611 785) as trustee for Samuel Terry Absolute Return Active Fund (ABN 67 302 926 069), to Eildon Capital Group under Part 6.5 of the Corporations Act and relates to the Offer. You should read this Bidder's Statement in its entirety.

This Bidder's Statement is dated 24 April 2023 and includes an Offer dated 8 May 2023 in section 7. A copy of this Bidder's Statement was lodged with ASIC on 24 April 2023. Neither ASIC nor any of its officers takes any responsibility for the contents of this Bidder's Statement.

### Investment advice

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. You may wish to seek independent legal, financial, taxation or other professional advice before deciding whether or not to accept the Offer. You are advised to exercise caution in relation to the Offer. If you are in any doubt about any of the contents of this Bidder's Statement, you should obtain independent professional advice.

### Forward-looking statements

This Bidder's Statement may contain forward-looking statements, which include statements other than statements of historical fact. Such statements are subject to inherent risks and uncertainties in that they may be affected by a variety of known and unknown risks, variables and other factors, many of which are beyond the control of Bidder. Actual results, value, performance or achievements may differ materially from results, values, performance or achievements expressed or implied in any forward-looking statement.

None of Bidder, any of its directors, officers or advisers, or any other person named in this Bidder's Statement with their consent or involved in preparation of this Bidder's Statement, gives any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Bidder's Statement will actually occur. You are cautioned not to place undue reliance on any forward-looking statements.

The forward-looking statements in this Bidder's Statement only reflect views held as at the date of this Bidder's Statement.

### Information regarding EDC Group

Any information in this Bidder's Statement concerning Eildon Co, Eildon Trust, Eildon RE, the EDC Group or EDC Group's assets and securities has been prepared from publicly available information. This information has not been independently verified and, accordingly, the Bidder does not make any representation, and/or warranty, express or implied, as to the accuracy or completeness of such information to the extent permitted by the Corporations Act.

The information on EDC Group should not be considered comprehensive. Further information relating to EDC Group may be included in EDC Group's Target's Statement which will be sent to you by EDC Group.

### Foreign jurisdictions

The distribution of this Bidder's Statement and the making of the Offer may be restricted by the laws of jurisdictions outside of Australia, and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities law. The Offer is not being made, directly or indirectly, in or into and will not be capable of acceptance from within any jurisdiction, if to do so would not be in compliance with the laws of that jurisdiction.

### Effect of rounding

A number of figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Bidder's Statement are subject to the effect of rounding. The actual calculation of these figures, amounts, percentages, prices, estimates, calculations of value and fractions may differ from those set out in this Bidder's Statement. Any discrepancies between totals in tables or financial statements or in calculations graphs or charts are due to rounding.

### Estimates and assumptions

Unless otherwise indicated, all references to estimates, assumptions and derivations of the same in this Bidder's Statement are references to estimates, assumptions and derivations of the same by Bidder. Management estimates reflect, and are based on, views as at the date of this Bidder's Statement, and actual facts or outcomes may materially differ from those estimates or assumptions.

### Defined terms, currencies and time

A number of defined terms are used in this Bidder's Statement. These terms are explained in section 8 along with certain rules of interpretation which apply to this Bidder's Statement.

In this Bidder's Statement, references to "Australian dollars", "AUD", "\$", "A\$" or "cents" are to the lawful currency of Australia. All references to time in this Bidder's Statement are to Sydney time.

### Privacy

Bidder and its Related Entities have collected your information from the register of members of EDC Group for the purposes of making the Offer and, if accepted, administering acceptances over your stapled security holding in EDC Group. The Corporations Act requires the name and address of EDC Securityholders to be held in a public register. Bidder and its stapled security registry may disclose your personal information to their related bodies corporate (and, in the case of Bidder, its Related Entities) and external service providers and may be required to disclose such information to regulators, such as ASIC. If you would like details of information about you held by Bidder, please contact Bidder at the address set out in the Corporate Directory.

### Websites

References in this Bidder's Statement to Bidder's website (<https://www.samuelterry.com.au>) and to EDC Group's website (<https://www.eildoncapital.com>) are for your reference only. Information contained in or otherwise accessible from those websites are not part of this Bidder's Statement.

### How to accept

To accept the Offer, follow the instructions set out in the section titled 'How to accept the Offer' of this Bidder's Statement.

### Enquiries and Offer Information Line

If you have any questions in relation to the Offer, please call +61 2 9066 9240.

## Letter to EDC Securityholders



SAMUEL TERRY  
ASSET MANAGEMENT

24 April 2023

Dear EDC Securityholder

### Cash Offer of A\$0.93 cash per Stapled Security

On behalf of Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund (**Bidder**), I am pleased to present you with this cash offer to acquire all your Stapled Securities in EDC Group (the **Offer**) for A\$0.93 per Stapled Security (the **Offer Price**), which delivers you certain value for your Stapled Securities.

The full terms and conditions of the Offer are set out in section 7 of this Bidder's Statement.

Bidder believes that the Offer delivers a premium relative to recent trading prices in EDC Stapled Securities, and will provide certain value in the form of cash consideration and an additional source of liquidity for Securityholders, without the need to incur brokerage costs that would otherwise be payable for any on-market sale.

The Offer Price of A\$0.93 per Stapled Security represents:

- a 17.7% premium to the last close price on 21 April 2023 of A\$0.79 per Stapled Security; and
- a 17.7% premium to the 1 month volume weighted average price of A\$0.79 per Stapled Security.

The Offer is only subject to the condition that, from the date of this Bidder's Statement until the end of the Offer Period (inclusive), there are no Prescribed Occurrences. Further detail is set out in section 7.6 of this Bidder's Statement.

### On Market Purchases

In accordance with rule 5.13.1 of the ASIC Market Integrity Rules, Bidder notes that it has appointed Third Party Platform Pty Limited trading as "Bell Direct" (ABN 74 121 227 905) an Australian Financial Services licensee (AFSL 314341) as broker to acquire Stapled Securities on market during normal trading hours on the ASIC during the Bid Period (as defined in the ASIC Market Integrity Rules) at prices equal to, below, or higher than, the Offer Price (**On Market Purchases**). Further information is set out in the 'Summary of the offer' and section 7.

### Next steps

I encourage you to read this Bidder's Statement in full for further details about the Offer, its terms and Bidder. EDC Group will also send you a Target's Statement containing EDC Group's formal response to the Offer.

The Offer Period is scheduled to end at 7:00pm (Sydney time) on 8 June 2023, unless it is extended or withdrawn in accordance with the Corporations Act.

If you have any questions about the Offer, please call +61 2 9066 9240, or contact your legal, financial or other professional adviser.

Yours sincerely,

### Fred Woollard

Managing Director

Samuel Terry Asset Management Pty Ltd

as trustee for Samuel Terry Absolute Return Active Fund

## **How to Accept the Offer**

Acceptances must be received before the end of the Offer Period (subject to the terms of the Offer).

### **For Issuer Sponsored Holdings of Stapled Securities (Securityholder Reference Number beginning with 'I')**

To accept the Offer, complete the enclosed Acceptance Form in accordance with the instructions on it and return it in the enclosed envelope or to the address on the Acceptance Form.

### **For CHESS Holdings of Stapled Securities (Holder Identification Number beginning with 'X')**

To accept the Offer, either contact your Controlling Participant (usually your broker) and instruct them to accept the Offer on your behalf, or complete the enclosed Acceptance Form in accordance with the instructions on it and return it in the enclosed envelope or to the address on the Acceptance Form.

If you have any questions about the Offer, please call +61 2 9066 9240, or contact your legal, financial or other professional advisers.

## Summary of the Offer and Other Important Information

The following is a summary only of the Offer and certain other important information and is qualified by the detailed information contained in the rest of this Bidder's Statement. You should read this Bidder's Statement in full before deciding how to deal with your Stapled Securities.

The terms of the Offer are contained in section 7.

<b>What is the Offer?</b>	Bidder is offering to acquire all or any of your Stapled Securities in EDC Group, on the terms set out in section 7.
<b>Who is making the Offer?</b>	The Offer is being made by Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund, referred to in this Bidder's Statement as 'Bidder'.
<b>What is the Offer Price?</b>	Bidder is offering to acquire all or any of your Stapled Securities for A\$0.93 cash per Stapled Security, on the terms set out in section 7.
<b>When does the Offer close?</b>	The Offer is scheduled to close at 7:00pm (Sydney time) on 8 June 2023. You should note that the Offer Period can be extended as permitted by the Corporations Act.
<b>What are the conditions of the Offer?</b>	The Offer is only subject to the Condition, namely that, from the date of this Bidder's Statement until the end of the Offer Period (inclusive), there are no Prescribed Occurrences. Further detail is set out in section 7.6 of this Bidder's Statement.
<b>What interest does Bidder have in EDC Group?</b>	As at the date of this Bidder's Statement, Bidder has a Relevant Interest in 19.9% of EDC Group's Stapled Securities.
<b>How do I accept the Offer?</b>	See section 7.3 of this Bidder's Statement, as well as the instructions on the enclosed Acceptance Form.
<b>If I accept the Offer, when will I be paid?</b>	<p>If you accept the Offer in accordance with the instructions contained in the Acceptance Form and the Offer is declared or becomes unconditional, subject to the terms of the Offer, you will be sent payment on the earlier of:</p> <ul style="list-style-type: none"><li>• while the Offer is subject to the Condition, 10 Business Days after the Offer is declared to be or becomes unconditional;</li><li>• if the Offer is declared to be or becomes unconditional, 10 Business Days after the date that you accept the Offer; or</li><li>• 21 calendar days after the end of the Offer Period.</li></ul>
<b>What are the tax implications of acceptance?</b>	You should consult your financial, tax or other professional adviser on the tax implications of acceptance. However, section 5 contains a general summary of the major likely Australian tax consequences for Securityholders who accept the Offer.
<b>Do I pay brokerage or stamp duty if I accept the Offer?</b>	<p>You will not pay stamp duty on the disposal of your Stapled Securities if you accept the Offer.</p> <p>If your Stapled Securities are registered in an Issuer Sponsored Holding in your name, you will not incur any brokerage in connection with your acceptance of the Offer.</p>



	<p>If your Stapled Securities are registered in a CHESS Holding, or if you are a beneficial owner whose Stapled Securities are registered in the name of a broker, bank, custodian or other nominee, you should ask your Controlling Participant (usually your broker) or that nominee whether it will charge any transaction fees or service charges in connection with acceptance of the Offer.</p>
<p><b>What happens if I do not accept?</b></p>	<p>If you do not accept the Offer, you will retain your EDC Group Stapled Securities and will not receive the Offer Price. However, if Bidder becomes entitled to compulsorily acquire your Stapled Securities, it intends to do so. If your Stapled Securities are compulsorily acquired by Bidder, it will be on the same terms (including the same consideration for each Stapled Security acquired) as the Offer. However, you will receive the money later than the Securityholders who choose to accept the Offer.</p> <p>If Bidder does not become entitled to compulsorily acquire your Stapled Securities, you will remain a EDC Group Securityholder.</p> <p>In certain circumstances, Bidder will seek to remove EDC Group from the official list of the ASX.</p> <p>For more information on Bidder's intentions, please see section 3.</p>
<p><b>Can I accept for part of my Stapled Securities?</b></p>	<p>You may accept this Offer for all or some of your Stapled Securities. If you accept this Offer for some of your Stapled Securities, you may still accept the Offer for all or part of the balance of your Stapled Securities at any time during the Offer Period, as if an offer in the form of this Offer had been made to you in respect of the balance of your Stapled Securities.</p>
<p><b>Can I withdraw my acceptance?</b></p>	<p>Once you accept the Offer, you will be unable to withdraw your acceptance. The contract resulting from your acceptance will be binding on you and you will be unable to withdraw your acceptance, or otherwise dispose of your Stapled Securities to which the acceptance relates, unless a withdrawal right arises under the Corporations Act or the ASX Settlement Rules.</p>
<p><b>Is the Bidder acquiring shares on-market?</b></p>	<p>In accordance with rule 5.13.1 of the ASIC Market Integrity Rules, Bidder notes that it has appointed Third Party Platform Pty Limited trading as "Bell Direct" (ABN 74 121 227 905) an Australian Financial Services licensee (AFSL 314341) as broker to acquire Stapled Securities on market during normal trading hours on the ASIC during the Bid Period (as defined in the ASIC Market Integrity Rules) at prices equal to, below, or higher than, the Offer Price (<b>On Market Purchases</b>).</p> <p>Pursuant to section 651A of the Corporations Act, if the price per Stapled Security paid to acquire Stapled Securities in an On Market Purchase is higher than the Offer Price, the consideration payable per Stapled Security under the Offer will be automatically increased to that higher price (and Securityholders who have previously received consideration for Accepted Stapled Securities shall be entitled to receive the increase in consideration immediately).</p>

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If the price per Stapled Security paid to acquire Stapled Securities in an On Market Purchase is higher than the Offer Price, Bidder will continue to trade at a volume at or above that higher price until notification of the increased consideration payable per Stapled Security under the Offer is disclosed by Bidder to the ASX (noting that at the time Bidder executes at a higher price than the Offer Price, Bidder's order may execute with any existing offers in the market at a price between the Offer Price and that higher price). Any On Market Purchases will be disclosed to the ASX in substantial holder notices which Bidder is required to lodge under the Corporations Act.

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**What if I require further information?**

If you have any questions in relation to the Offer or how to accept it, or if you have lost your Acceptance Form and require a replacement, please call +61 2 9066 9240.

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## Why You Should Accept the Offer

Bidder is offering to acquire up to 100% of EDC Group Stapled Securities for A\$0.93 cash per Stapled Security. The reasons why you should accept the Offer are set out below.

### 1. The Offer Price represents a 17.7% premium

The Offer Price represents a premium of 17.7% relative to the closing price of EDC Group Stapled Securities on ASX on the Last Practicable Date (being 21 April 2023) of A\$0.79 per Stapled Security.

### 2. The Offer provides cash certainty

The consideration offered to Securityholders is 100% cash. The Offer provides an opportunity for Securityholders to realise their investment for a certain value.

If you accept the Offer in accordance with the instructions contained in the Acceptance Form and the Offer is declared or becomes unconditional, subject to the terms of the Offer, you will be sent payment on the earlier of:

- while the Offer is subject to the Condition, 10 Business Days after the Offer is declared to be or becomes unconditional;
- if the Offer is declared to be or becomes unconditional, 10 Business Days after the date that you accept the Offer; or
- 21 calendar days after the end of the Offer Period.

### 3. If you do not accept, you may be exposed to a variety of risks

If you do not accept the Offer, there are potential risks associated with continuing to hold Stapled Securities, including as follows.

#### ***Risks of being a minority Securityholder***

If you do not accept the Offer and Bidder acquires more than 50% of the Stapled Securities (on a fully diluted basis) but does not achieve the threshold for compulsory acquisition:

- you will be a minority Securityholder in a company controlled by Bidder;
- the Securityholder spread after the Offer is completed may be less than required under the ASX Listing Rules; and
- the ASX may choose to suspend or de-list EDC Group in which case, the liquidity in EDC Group Stapled Securities may be severely impacted.

#### ***Liquidity Risk***

Depending on the level of acceptances Bidder receives under the Offer, the market for Stapled Securities may become significantly less liquid than at present. This could make it more difficult for you to sell your Stapled Securities at an attractive price in the future.

#### ***If Bidder becomes entitled to compulsorily acquire your securities***

If Bidder becomes entitled to compulsorily acquire your Stapled Securities, it intends to exercise those rights. If your Stapled Securities are compulsorily acquired, you will receive the consideration offered under the Offer, but at a later time than you would have received it if you had accepted the Offer.

### 4. The Offer is the only takeover offer presently available for your EDC Group Stapled Securities

As at the date of this Bidder's Statement, Bidder is not aware of any other party intending to make a takeover offer for Stapled Securities. The Offer is the only takeover offer presently available for all Stapled Securities as at the date of this Bidder's Statement. The Offer represents a liquidity opportunity for Securityholders to sell all their Stapled Securities for the Offer Price.

If no other offers are made for the Stapled Securities, the price of Stapled Securities may fall below the Offer Price after the Offer closes.

**5. No stamp duty or brokerage fees in accepting the Offer**

You will not be obliged to pay stamp duty if you accept the Offer.

If your Stapled Securities are registered in an Issuer Sponsored Holding in your name and you deliver them directly to Bidder, you will not incur any brokerage in connection with your acceptance of the Offer.

If your Stapled Securities are registered in a CHESS Holding, or if you are a beneficial owner whose Stapled Securities are registered in the name of a broker, bank, custodian or other nominee, you should ask your Controlling Participant (usually your broker) or that nominee whether it will charge any transaction fees or service charges in connection with acceptance of the Offer.

**6. EDC Group's Stapled Security price may fall if the Offer does not proceed**

Prior to the Announcement Date, the volume weighted average price of EDC Group's Stapled Securities over the last month was A\$0.79 per Stapled Security.<sup>1</sup> If the Offer does not proceed, EDC Group's Stapled Security price may trade at a substantial discount to the Offer Price.

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<sup>1</sup> The volume weighted average price (**VWAP**) is calculated based on cumulative volume traded on the ASX. The one month VWAP is calculated from 21 March 2023 to 21 April 2023. Source: Bloomberg



## 2 Profile of EDC Group

### 2.1 Disclaimer

The information in this section 2 concerning the EDC Group has been prepared based on a review of publicly available information (which has not been independently verified). Neither Bidder nor any of its directors make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on the EDC Group in this Bidder's Statement should not be considered comprehensive.

Further information relating to Eildon Co, Eildon Trust, the EDC Group or EDC Group's assets and securities may be included in EDC Group's Target's Statement in relation to the Offer, which will be sent to you directly by EDC Group.

### 2.2 Overview of EDC Group and its principal activities, assets and operations

EDC Group is a stapled group comprised of Eildon Capital Limited (**Eildon Co**) and Eildon Capital Trust (**Eildon Trust**), as well as the entities they control, which is listed on ASX. A Stapled Security in EDC comprises one share in Eildon Co and one unit in Eildon Trust.

EDC Group is a real estate investment and funds management business which covers both credit and equity in real estate. EDC Group's investment activities focus on Australia's real estate market and growing its funds management platform. EDC Group currently manages funds for third-party investors and has approximately \$280 million of assets under management.

EDC Group reported diluted earnings per Stapled Security of 12.87 cents for the 12 months ended 30 June 2022 and diluted earnings per Stapled Security of 4.01 cents for the half year ended 31 December 2022.

Further information about EDC Group is available on its website, [www.eildoncapital.com](http://www.eildoncapital.com)

### 2.3 EDC Group directors and management

The following persons are directors of Eildon Co and the Eildon RE as at the date of this Bidder's Statement:

- (a) James Richard Davies;
- (b) Mark Anthony Avery;
- (c) Michelle Esther Phillips; and
- (d) Matthew William Reid.

### 2.4 Substantial Securityholders

As at the date of this Bidder's Statement, the following persons have disclosed themselves as 'substantial shareholders' of EDC Group.

Securityholder	% EDC Stapled Securities held*	Number of EDC Stapled Securities held*
Samuel Terry Asset Management Pty Ltd as trustee for the Samuel Terry Absolute Return Active Fund	19.9%	9,400,882
CVC Limited	17.29%	8,168,090
First Samuel Limited	6.68%	3,154,516
Chemical Overseas Limited	6.50%	3,069,377

\*The actual number of EDC Stapled Securities held or Voting Power may differ from that shown above as there is no obligation to publicly disclose changes if the change in Voting Power is less than 1%.

## **2.5 Other material information about EDC Group**

EDC Group will have the opportunity to disclose in its Target's Statement any information about the EDC Group it considers Securityholders would reasonably require to make an informed assessment as to whether to accept the Offer.

## **2.6 Publicly available information about EDC Group**

EDC Group is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, EDC Group is subject to the listing rules of ASX which require continuous disclosure of any information EDC Group has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities.

ASX maintains files containing publicly disclosed information about all listed companies. EDC Group's file may be viewed online at <https://www.asx.com.au/>. EDC Group's Annual Report for the year ended 30 June 2022 was given to the ASX on 17 October 2022. On 24 February 2023, EDC Group issued its half year results for the six months ending 31 December 2022. Copies of announcements made by EDC Group to ASX are available on the ASX website <https://www.asx.com.au/>.

The ASX announcements made by EDC Group between 17 October 2022 (being the date of release of EDC Group's Annual Report for the year ended 30 June 2022) and the date of this Bidder's Statement are listed in Annexure A.

In addition, EDC is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by EDC may be obtained from, or inspected at, an ASIC office or through the ASIC Connect website at <https://asicconnect.asic.gov.au/>. Further information about EDC (including copies of its financial statements) is available at <https://www.eildoncapital.com>.

## **2.7 EDC securities on issue**

According to documents lodged by EDC with ASX, as at the close of trading on the Last Practicable Date, EDC had:

- (a) 47,240,617 Stapled Securities on issue; and
- (b) 2,013,500 Performance Rights.

The Performance Rights have a nil exercise price and each contain a right to receive one Stapled Security in EDC per Performance Right subject to satisfaction of certain vesting conditions relating to total shareholder return and return on assets.

The Bidder is not offering to acquire any Performance Rights but the Offer extends to all EDC Stapled Securities that are issued or otherwise come into existence before the end of the Offer Period as a result of the vesting or conversion of performance rights that are on issue on the Register Date.

## **2.8 Recent and historical trading of Stapled Securities**

The last recorded sale price of Stapled Securities on the ASX on the Last Practicable Date was \$0.79.

In the 12 months preceding the Last Practicable Date, approximately 1,994,353 Stapled securities representing approximately 4.2% of the Stapled Securities currently on issue were traded on the ASX at a VWAP of \$0.79, with a price range of \$0.785 – \$1.040.

Since 2022, EDC has declared, on the dates set out below, the following distributions to Securityholders:

- 22 March 2022 – 2.00 cents per Stapled Security;
- 27 June 2022 – 1.50 cents per Stapled Security;
- 21 September 2022 – 1.40 cents per Stapled Security;
- 20 December 2022 – 1.50 cents per Stapled Security; and
- 21 March 2023 – 1.50 cents per Stapled Security.



### **3 Bidder's Intentions**

#### **3.1 Introduction**

This section 3 sets out the rationale for the Offer and Bidder's intentions in relation to:

- (a) the continuation of the business of EDC;
- (b) any major changes to the business of EDC and any redeployment of the fixed assets of EDC; and
- (c) the future employment of the present employees of EDC.

These intentions are based on the information concerning EDC, its business and the general business environment which is known to Bidder at the time of preparation of this Bidder's Statement.

Given that Bidder has not had the benefit of a due diligence investigation into EDC, Bidder does not currently have full knowledge of all material information, facts and circumstances that are necessary to assess the operational, commercial, tax and financial implications of its current intentions. Where applicable, final decisions regarding these matters will only be made by Bidder in light of material information and circumstances at the relevant time. Accordingly, the statements set out in this section 3 are statements of current intention only, which may change as new information becomes available to Bidder or as circumstances change.

#### **3.2 Post Offer review**

After the Offer Period, Bidder intends to undertake a general review of EDC covering current strategy, financials, distribution policy and operating matters.

Consequently, the statements set out in this section 3 are statements of Bidder's current intentions only and may vary as circumstances and further information arise. The statements and intentions set out in this section should be read in that context.

#### **3.3 Intentions upon Bidder acquiring 90% or more of the EDC Stapled Securities**

This section 3.3 describes the intentions of Bidder if, at the end of the Offer Period, Bidder acquires a Relevant Interest in at least 90% of the EDC Stapled Securities on issue.

In those circumstances, the current intentions of Bidder are as follows.

- (a) **Corporate matters**
  - (i) Bidder will proceed with compulsory acquisition of the outstanding Stapled securities in accordance with the provisions of Chapter 6A.1 of the Corporations Act;
  - (ii) If a compulsory acquisition process is completed, Bidder would procure the removal of EDC from the official list of ASX;
  - (iii) Bidder will review, and possibly replace, all or some of the current EDC directors, noting that Bidder has not yet determined the precise size or composition of the EDC Board in such circumstances; and
  - (iv) Bidder will review the holding structure of EDC Group and EDC's assets with a view to determining the optimal structure for the EDC Group under the 100% ownership of Bidder.

(b) **General strategic and operational review**

Bidder intends to conduct a general review of EDC's operations on both a strategic and operational level to evaluate EDC's performance, prospects and profitability in relation to the business. This review will apply quantitative and qualitative factors to measure performance and areas for improvement.

(c) **Management and employees**

Bidder recognises EDC management and employees to be an integral part of the EDC business and its success. Bidder looks forward to working constructively with all employees in an open and transparent manner. As noted in section 3.2, following the conclusion of the Offer, Bidder will undertake a general review of EDC's operations. Part of that review will include an assessment of whether existing management and employee staffing arrangements are appropriate taking into account the future needs of EDC and any outcomes of the general strategic and operational review, which may result in changes to the existing workforce.

### **3.4 Intentions upon Bidder acquiring less than 90% of the EDC Stapled Securities**

This section 3.4 sets out Bidder's intentions if Bidder were to acquire a Relevant Interest in more than 50% but less than 90% of EDC Stapled Securities on issue.

In those circumstances, the current intentions of Bidder are as follows.

(a) **Corporate matters**

- (i) Bidder will review EDC's listing on ASX and consider whether the benefits of a listing on the ASX justify the additional corporate and compliance costs of maintaining this listing. If EDC maintains its listing on the ASX, Securityholders should be aware that the liquidity of EDC Stapled Securities on the ASX may be materially diminished.
- (ii) Subject to the Corporations Act and EDC's constitution and all other relevant matters, Bidder intends to seek board representation so that Bidder's nominees are commensurate with Bidder's security holding in EDC. The identity of the proposed nominees to the EDC Board will be the subject of discussion with the EDC Board at the relevant time, however Bidder is likely to seek to appoint Fred Woollard to the EDC board.

(b) **General strategic and operational review and review of management and employees**

Bidder intends to endeavour to procure that the EDC Board acts consistently with the intentions of Bidder set out in sections 3.3(b) and 3.3(c) above.

(c) **Further acquisition of EDC Stapled Securities**

The Bidder may, at some later time, acquire further EDC Stapled Securities in a manner consistent with the Corporations Act.

### **3.5 Intentions if Bidder does not acquire more than 50% the EDC Stapled Securities**

If the Offer closes and Bidder has not acquired a Relevant Interest in more than 50% of EDC Stapled Securities:

- (a) Bidder does not expect to be in a position to give effect to the intentions set out in sections 3.3(b) and 3.3(c), but aims to work with the EDC Board to implement those intentions to the extent possible and to the extent they remain appropriate;
- (b) Bidder will seek to obtain representation on the EDC Board which is at least consistent with its proportionate security holding. The identity of the proposed nominee(s) to the EDC Board will be the subject of discussion with the EDC Board at the relevant time, however Bidder is likely to seek to appoint Fred Woollard to the EDC board; and
- (c) Bidder would have regard to the circumstances at the time and consider the appropriate courses of action that are in the best interests of Bidder.

### **3.6 Limitations on intentions**

The intentions and statements of future conduct set out in this section 3 must be read as being subject to:

- (a) the law (including the Corporations Act) and the ASX Listing Rules, including in particular the requirements of the Corporations Act and the ASX Listing Rules in relation to conflicts of interest and 'related party' transactions, given that if Bidder obtains control of EDC but does not acquire all of the EDC Stapled Securities, it will be treated as a related party of EDC for these purposes;
- (b) the legal obligation of the directors of EDC at the time, including any nominees of Bidder, to act in good faith and in the best interests of EDC for proper purposes and to have regard to the interests of all EDC Securityholders; and
- (c) the outcome of the reviews referred to in this section 3.

## **4 Sources of Consideration**

### **4.1 Total cash consideration**

The consideration for the acquisition of the Stapled Securities to which the Offer relates will be satisfied by the payment of cash (in Australian dollars).

As at the close of trading on the Last Practicable Date, according to documents provided by EDC to the ASX, EDC had 47,240,617 Stapled Securities on issue.

If all of the Performance Rights on issue are accelerated and converted into Stapled Securities, the total number of Stapled Securities on issue would be 49,254,117.

In the event that acceptances are received for all Stapled securities on issue (or that may be converted into Stapled Securities), as at the date of this Bidder's Statement (other than those Stapled Securities which Bidder already owns, being 9,400,882 Stapled Securities), the aggregate amount of cash consideration that Bidder would be required to pay would be \$37,063,508.55 (the **Offer Amount**) plus all associated transaction costs.

### **4.2 Bidder's funding arrangements**

As at the date of this Bidder's Statement, the Fund has cash deposits at bank of approximately \$81 million and gold bullion backed liquid securities that may be readily sold on-market as required with a value of approximately \$69 million, which will be available to Bidder to satisfy its obligation to pay the Offer Amount and associated transaction costs.

The Offer is not subject to any financing conditions.

### **4.3 Provision of consideration**

On the basis of the arrangements described in this section 4, Bidder believes that it has reasonable grounds for holding the view, and does hold the view, that it will be able to provide the consideration offered under the Offer, as well as meet the associated transaction costs.

## 5 Australian Tax Considerations

### 5.1 Introduction

The following is a general description of the Australian income tax, GST and stamp duty consequences for EDC Securityholders on disposal of their Stapled Securities (through acceptance of the Offer) in return for cash consideration. The Australian taxation consequences for EDC Securityholders will depend on their individual circumstances. EDC Securityholders should make their own enquiries and seek independent professional advice on their circumstances.

This summary is based upon the provisions of the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) (**ITAA 1997**) and the *Taxation Administration Act 1953* (Cth) (**TAA**), and other applicable tax laws and practice in effect as at the date of this Bidder's Statement. It is not intended to be an authoritative or complete statement or analysis of the tax laws applicable to the particular circumstances of every EDC Securityholder. EDC Securityholders should seek independent professional advice regarding the taxation consequences of disposing of Stapled Securities in the light of their own particular circumstances.

This summary is not applicable to all EDC Securityholders. It is relevant to EDC Securityholders who are individuals, companies (other than life insurance companies), trusts and complying superannuation funds that hold their Stapled Securities on capital account for Australian tax purposes. This summary does not apply to EDC Securityholders who:

- (a) hold their Stapled Securities on revenue account (such as securities trading entities or entities who acquired their Stapled Securities for the purposes of resale at a profit) or as trading stock;
- (b) hold their Stapled Securities under an employee share scheme offered by EDC where those Stapled Securities remain subject to deferred taxation under Division 83A of the ITAA 1997;
- (c) may be subject to special tax rules, such as partnerships, tax exempt organisations, entities subject to the investment manager regime under Subdivision 842-I of the ITAA 1997 in relation to their Stapled securities, insurance companies, dealers in securities or securityholders who change their tax residency while holding their Stapled Securities;
- (d) have a functional currency for Australian tax purposes other than an Australian functional currency; or
- (e) are subject to the taxation of financial arrangements rules in Division 230 of the ITAA 1997 in relation to gains and losses on their Stapled Securities.

EDC Securityholders who are not resident in Australia for tax purposes should also take into account the tax consequences under the laws of their country of residence, as well as under Australian law, of the disposal of Stapled Securities under the Offer.

### 5.2 Australian resident EDC Securityholders

#### (a) CGT event A1

Acceptance of the Offer will involve the disposal by EDC Securityholders of their Stapled Securities if the Offer becomes unconditional, by way of transfer to Bidder. The disposal will trigger capital gains tax (**CGT**) event A1.

Although the Stapled Securities are stapled and traded as such (i.e. cannot be traded separately), for Australian income tax purposes each Eildon Co share and Eildon Trust unit is a separate CGT asset. An Australian resident investor will need to undertake a separate CGT calculation for each of the assets in the Stapled Security.

**(b) Time of the CGT event**

The disposal of Stapled Securities will trigger CGT event A1. The disposal will occur at the time the Offer is accepted by the EDC Securityholder.

If the Stapled Securities are not disposed under the Offer and are instead compulsorily acquired in accordance with Chapter 6A.1 of the Corporations Act, the disposal under the compulsory acquisition will also trigger a CGT event A1. The date of the CGT event should be the date when the EDC Securityholder ceases to be the owner of those Stapled Securities.

**(c) Capital gain or loss**

Australian resident EDC Securityholders may make a capital gain or capital loss on the disposal of their Stapled Securities under the Offer. Broadly, an EDC Securityholder will make a 'capital gain' if the capital proceeds from the disposal of their Stapled Securities exceed the cost base of their Stapled Securities, while an EDC Securityholder will make a 'capital loss' if the capital proceeds from the disposal of their Stapled Securities are less than the reduced cost base of their Stapled Securities.

The capital proceeds will be equal to the cash consideration received per security. The EDC Securityholders' cost base in the Stapled Securities should broadly be the amount paid to acquire the Stapled Securities plus any incidental costs incurred upon acquisition or disposal. EDC Securityholders should consider whether the cost base of the Stapled Securities has previously been reduced by any tax-deferred distributions (on the Eildon Trust units) or returns of capital (on the Eildon Co shares).

The Offer consideration received by an EDC Securityholder in respect of the disposal of their Stapled Securities will need to be apportioned on a reasonable basis between the EDC Securityholder's shares in Eildon Co and units in Eildon Trust that are disposed of to determine the respective amounts of capital proceeds. Similarly, the cost base and reduced cost base of each Stapled Security will need to be apportioned on a reasonable basis between each Eildon Co share and Eildon Trust unit that are disposed of to determine their respective cost bases and reduced cost bases.

If a capital gain arises on the disposal of an asset, a 'CGT Discount' may be available to reduce the capital gain for certain EDC Securityholders. An EDC Securityholder who is an individual, complying superannuation entity or trust may be entitled to a 'CGT Discount' where they have held the relevant Stapled Securities for more than 12 months at the time of disposal. The discount involves the capital gain being reduced, or discounted, by 50% for individuals and trusts and 33.33% for complying superannuation entities. Companies are generally not entitled to a CGT discount.

If a capital loss arises on the disposal of an asset, it may normally be used to reduce a capital gain on the disposal of another asset in the same income year, with the reduction occurring before any CGT discount is applied. Any net capital gain of an Australian resident EDC Securityholder, after reduction of any available capital losses, will need to be included in the assessable income of the EDC Securityholder for the relevant income year. Any excess capital losses can be carried forward and used to reduce capital gains made in subsequent income years (subject to certain loss tests for companies). EDC Securityholders should obtain their own tax advice in relation to the operation of these rules.

### **5.3 Non-Australian resident EDC Securityholders**

Broadly, non-Australian resident EDC Securityholders should only be subject to the Australian CGT provisions where the Stapled Securities constitute taxable Australian property.

The Stapled Securities will only constitute taxable Australian property where:

- (a) the Stapled Securities have been used by the non-resident EDC Securityholder in carrying on a business through a permanent establishment in Australia; or
- (b) the Stapled Securities are an 'indirect Australian real property interest'. The Eildon Co share and the Eildon Trust unit will be an 'indirect Australian real property interest' where both the following conditions are satisfied:
  - (i) the non-resident EDC Securityholder, together with its Associates, held an interest of 10% or more in Eildon Co or Eildon Trust at the time of disposal, or at any time in a 12-month period during the 24 months preceding the time of disposal; and
  - (ii) at the time of disposal, more than 50% of the market value of Eildon Co or Eildon Trust's assets comprise 'taxable Australian real property' (as defined in the tax law).

Non-Australian resident EDC Securityholders should seek their own independent tax advice as to the tax implications of the Offer, including tax implications in their country of residence.

#### **5.4 Foreign resident capital gains withholding**

Broadly, under the 'foreign resident capital gains withholding' regime, Bidder may have an obligation to withhold and pay to the ATO an amount up to 12.5% of the Offer consideration if either or both of the EDC Securityholders' Eildon Co shares and Eildon Trust units are 'indirect Australian real property interests' (as discussed above) and Bidder:

- (a) knows or reasonably believes that the EDC Securityholder is a foreign resident securityholder; or
- (b) does not reasonably believe that the EDC Securityholder is an Australian resident, and either:
  - (i) the relevant EDC Securityholder has an address outside Australia; or
  - (ii) Bidder is authorised to make payment of the Offer consideration to a place outside Australia (whether to the EDC Securityholder or to anyone else).

Despite any other provision of this section or the terms of the Offer in this Bidder's Statement, if Bidder reasonably believes that there is, or is reasonably likely to be, a liability to withhold and pay an amount to the ATO in respect of the disposal of the Stapled Securities by an EDC Securityholder, Bidder will withhold the applicable amount from the payment of the consideration to the EDC Securityholder and pay the amount withheld to the ATO. The EDC Securityholder will then only receive the net proceeds after deduction of this withheld amount and the payment of the net proceeds will be taken to be full payment for the purposes of this Offer.

An EDC Securityholder who believes the disposal of their Stapled Securities may trigger a foreign resident CGT withholding tax liability should obtain their own independent advice.

Bidder may request an EDC Securityholder to complete, sign and return a CGT declaration form in order to ensure either:

- (a) the EDC Securityholder is an Australian resident for tax purposes; or
- (b) the Stapled Securities held by the EDC Securityholder are not 'indirect Australian real property interests', and

therefore, the disposal of their Stapled Securities are not subject to foreign resident CGT withholding tax being deducted from the Offer consideration.

The foreign resident CGT withholding tax amount deducted from the Offer consideration is not considered to be a final withholding tax. As a result, the relevant EDC Securityholder who has

had a foreign resident CGT withholding tax amount deducted from the Offer consideration should be able to claim a tax credit for any withholding tax amount deducted to reduce their income tax liability arising for the relevant income year.

## **5.5 Stamp duty and GST**

The receipt of cash consideration and the disposal of the Stapled Securities under the Offer should not give rise to Australian stamp duty for the EDC Securityholders.

EDC Securityholders should not be liable to Australian GST in respect of a disposal of the Stapled Securities, regardless of whether the EDC Securityholder is registered for GST or not. EDC Securityholders may incur GST included in costs (such as adviser fees) that relate to the Offer. EDC Securityholders that are registered for GST may be entitled for input tax credits or reduced input tax credits for such costs. This will depend on each EDC Securityholders' individual circumstances.



## 6 Other Material Information

### 6.1 Relevant Interests and Voting Power

#### (a) Bidder's Relevant Interest in Stapled Securities and Voting Power in EDC

As at the date of this Bidder's Statement, Bidder holds a Relevant Interest of approximately 19.9% in EDC Stapled Securities through the holding of Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund.

Therefore, Bidder's Voting Power in EDC as at the date of this Bidder's Statement is up to 19.9%.

#### (b) Acquisitions of EDC Stapled Securities by Bidder or Associates

Neither Bidder nor any of its Associates has provided, or agreed to provide, consideration for an EDC Stapled security under a purchase or agreement to purchase during the four months before the date of this Bidder's Statement, except as provided below.

Date	No. of Stapled securities	Description of dealing
21 April 2023	9,400,882	Acquisition of EDC Stapled Securities by Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund at a price of \$0.93 per Stapled security

### 6.2 No collateral benefits

Except as set out in this Bidder's Statement, during the period commencing four months before the date of this Bidder's Statement, and during the period from the date of this Bidder's Statement to the date before the date of the Offer, neither Bidder nor any of its Associates gave, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an Associate of the other person, to:

- (a) accept the Offer; or
- (b) dispose of Stapled Securities,

and which is not offered to all holders of Stapled Securities under the Offer.

### 6.3 No escalation agreements

Neither Bidder nor any of its Associates have entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

### 6.4 ASIC modifications and exemptions

ASIC has published various legislative instruments (including class orders) providing for modifications and exemptions that apply generally to all persons, including Bidder, in relation to the operation of Chapter 6 of the Corporations Act.

Amongst others, Bidder has relied on:

- (a) the modification to section 636(3) of the Corporations Act as set out in paragraph 5(d) of ASIC Class Order 13/521 to include references to certain statements by EDC in this Bidder's Statement without obtaining the consent of EDC. The relevant statements were respectively taken from announcements released to the ASX by EDC and from the EDC Group's website: [www.eildoncapital.com](http://www.eildoncapital.com). As required by Class Order 13/521, Bidder will make available a copy of these documents (or relevant extracts of these documents), free of charge, to Securityholders who request them during the Offer Period. To obtain a copy

of these documents (or the relevant extracts), Securityholders may contact STAM on +61 2 9066 9240; and

- (b) ASIC Corporations (Consents to Statements) Instrument 2016/72, which permits Bidder's Statements to include, or be accompanied by, statements that fairly represent what purports to be a statement by an official person, from a public official document or a published book, journal or comparable publication. In addition, in accordance with that instrument, this Bidder's Statement contains trading data sourced from Bloomberg without their consent.

## **6.5 ASIC Market Integrity Rule 5.13.1 Disclosure**

In accordance with rule 5.13.1 of the ASIC Market Integrity Rules, Bidder notes it has appointed Third Party Platform Pty Limited trading as "Bell Direct" (ABN 74 121 227 905) an Australian Financial Services licensee (AFSL 314341) as broker to acquire Stapled Securities on market during normal trading hours on the ASX during the Bid Period (as defined in the ASIC Market Integrity Rules) at prices equal to, below, or higher than, the Offer Price (**On Market Purchases**).

Pursuant to section 651A of the Corporations Act, if the price per Stapled security paid to acquire Stapled Securities in an On Market Purchase is higher than the Offer Price, the consideration payable per Stapled security under the Offer will be automatically increased to that higher price (and Securityholders who have previously received consideration for Accepted Stapled Securities shall be entitled to receive the increase in consideration immediately).

If the price per Stapled security paid to acquire Stapled Securities in an On Market Purchase is higher than the Offer Price, Bidder will continue to trade at volume at or above that higher price until notification of the increased consideration payable per Stapled security under the Offer is disclosed by Bidder to the ASX (noting that at the time Bidder executes at a higher price than the Offer Price, Bidder's order may execute with any existing offers in the market at a price between the Offer Price and that higher price).

Any On Market Purchases will be disclosed to the ASX in substantial holder notices which Bidder is required to lodge under the Corporations Act.

Securityholders who sell their Stapled Securities on the ASX will receive payment on a T+2 basis (being two Business Days after the date of the relevant transaction).

Securityholders who sell Stapled Securities on the ASX cannot subsequently accept the Offer in respect of their Stapled Securities sold on the ASX. In addition, Securityholders who sell Stapled Securities on the ASX may incur brokerage charges and GST on brokerage charges which they may not incur if they accept the Offer.

## **6.6 Social security and superannuation implications of the Offer**

Acceptance of the Offer may have implications under your superannuation or pension arrangements or on your social security entitlements. If in any doubt, Securityholders should seek specialist advice before accepting the Offer.

## **6.7 Withholding of consideration**

Bidder is not currently aware of any amounts that are or would be treated as withholding amounts under section 7.9(f). However, it is possible that Bidder may become aware of an obligation in this regard after the date of this Bidder's Statement.

For example, under section 255 of the *Income Tax Assessment Act 1936* (Cth), the Australian Taxation Office may notify Bidder that all or part of the consideration otherwise payable under the Offer to Securityholders who are non-residents of Australia is to be retained by Bidder, or paid to

the Australian Taxation Office, instead of being paid to the relevant Securityholders. Similarly, under section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), the Australian Taxation Office may require Bidder to pay to the Australian Taxation Office all or part of the consideration otherwise payable under the Offer to Securityholders who owe tax-related debts to the Australian Government. Furthermore, under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth), the Australian Tax Office may require Bidder to pay to the Australian Tax Office an amount in respect of the disposal of your Stapled Securities on account of foreign resident CGT withholding tax.

## 6.8 Date for determining holders of Stapled Securities

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of section 633(1) for each Offer is the Register Date.

## 6.9 Consents

This Bidder's Statement contains statements made by, or statements based on statements made by, Bidder. Bidder has consented to being named in this Bidder's Statement and has consented to the inclusion of:

- (a) each statement it has made; and
- (b) each statement which is said in this Bidder's Statement to be based on a statement it has made,

in the form and context in which the statements have been included, and has not withdrawn that consent.

The following firms and companies have given, and have not as at the date of this Bidder's Statement withdrawn, their written consent to being named in this Bidder's Statement.

Name of person	Named as
Allens	Australian Legal Adviser in respect of the Offer
Third Party Platform Pty Ltd	ASX Market Participant in respect of the Offer
Aitken Mount Capital Partners Pty Ltd	Financial Adviser
Boardroom Pty Limited	Registry Provider in respect of the Offer

None of these firms and companies have caused or authorised the issue of this Bidder's Statement or have in any way been involved in the making of the Offer. The Offer is made by Bidder.

Each of the above firms and companies

- (a) does not make, or purport to make, any statement in this Bidder's Statement, or any statement on which a statement in this Bidder's Statement is based, other than a reference to its name; and
- (b) to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this document, other than a reference to its name and section 5 in relation to general Australian tax considerations which is the sole responsibility of Allens as tax adviser.

In addition, this Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or given to ASX. Under the terms of ASIC Class Order 13/521, the persons making those statements are not required to consent to, and have not consented to, the inclusion of those statements, or of statements based on those statements, in this Bidder's Statement.

#### **6.10 Other material information**

Except as disclosed in this Bidder's Statement, there is no other information that:

- is material to the making of the decision by a Securityholder whether or not to accept the Offer; and
- is known to Bidder,

which has not previously been disclosed to Securityholders.

## 7 Offer Terms

### 7.1 Offer

- (a) Bidder offers to acquire all or any of your Stapled Securities on the terms set out in this section 7.
- (b) You may accept this Offer for all or some of your Stapled Securities. If you accept this Offer for some of your Stapled Securities, you may still accept the Offer for all or part of the balance of your Stapled Securities at any time during the Offer Period, as if an offer in the form of this Offer had been made to you in respect of the balance of your Stapled Securities.
- (c) The consideration offered for each of your Stapled Securities is A\$0.93 in cash.
- (d) If Bidder acquires your Stapled Securities under this Offer, it will also be entitled to all Rights in respect of your Stapled Securities.
- (e) This Offer is dated 8 May 2023.
- (f) The Offer relates to all Stapled Securities that exist on the Register Date.

### 7.2 Offer Period

- (a) This Offer will remain open for acceptance during the period that commences on the date of this Offer and ends at 7:00pm on 8 June 2023, unless this Offer is withdrawn or that period is extended in accordance with the Corporations Act.
- (b) Bidder may, in accordance with the Corporations Act, extend the period during which this Offer remains open for acceptance.

### 7.3 How to accept this Offer

#### (a) Issuer Sponsored Holdings

If your Stapled Securities are held in an Issuer Sponsored Holding (in which case your Securityholder Reference Number will commence with 'I'), to accept this Offer in respect of all or some of those Stapled Securities you must:

- (i) **complete** and **sign** the enclosed Acceptance Form in accordance with the instructions on it; and
- (ii) **return** the Acceptance Form (using the enclosed reply paid envelope if you wish), together with all other documents required by the instructions on it, so that they are **received** before the end of the Offer Period at one of the addresses indicated on the Acceptance Form.

#### (b) CHESS Holdings

If your Stapled Securities are held in a CHESS Holding (in which case your Holder Identification Number will commence with 'X'), to accept this Offer in respect of all or some of those Stapled Securities you must either:

- (i) **instruct** your Controlling Participant, in accordance with the sponsorship agreement between you and the Controlling Participant, to initiate acceptance of this Offer in accordance with Rule 14.14 of the ASX Settlement Rules, so as to be effective before the end of the Offer Period (if you do this and your Controlling Participant follows those instructions, you do not need to complete and return the Acceptance Form); or

- (ii) **complete, sign and return** the enclosed Acceptance Form (using the enclosed reply paid envelope if you wish) in accordance with the instructions on the Acceptance Form, together with all other documents required by those instructions, so that they are **received** before the end of the Offer Period at one of the addresses indicated on the Acceptance Form. This will authorise Bidder to initiate, or alternatively to instruct your Controlling Participant to initiate, acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Rules before the end of the Offer Period. You must ensure that the Acceptance Form (and the other required documents) are received in sufficient time for Bidder to give instructions to your Controlling Participant, and for your Controlling Participant to carry out those instructions, before the end of the Offer Period.

However, if you are the Controlling Participant in respect of your Stapled Securities, to accept this Offer you must yourself initiate acceptance of this Offer in accordance with Rule 14.14 of the ASX Settlement Rules before the end of the Offer Period.

(c) **Unregistered purchaser**

- (i) If at the time of your acceptance of this Offer you are not the registered holder of your Stapled Securities but section 7.10(b)(ii)(B) applies to your Stapled Securities, to accept the Offer you must:
  - (A) complete and sign the enclosed Acceptance Form in accordance with the instructions on it; and
  - (B) return the enclosed Acceptance Form, together with a copy of the purchase contract note relating to your Stapled Securities and all other documents required by the instructions on it, so that they are received before the end of the Offer Period at one of the addresses given on the Acceptance Form.
- (ii) Acceptance will be deemed to have been effected when, subject to this section 7, the duly completed Acceptance Form and all required documents has been received at one of the addresses given on the Acceptance Form.

(d) **Level of acceptance**

As noted above, you have the option of accepting this Offer for all or some of your Stapled Securities, as chosen by you. Those of your Stapled Securities that are subject to your acceptance will constitute the **Accepted Stapled Securities**, and will comprise:

- (i) if you specify all of your Stapled Securities as being subject to acceptance – all of your Stapled Securities at the date your acceptance is processed (even if the number of Stapled Securities specified on the Acceptance Form differs from the number of your Stapled Securities);
- (ii) if you specify a number of Stapled Securities that is less than the number of your Stapled Securities at the date your acceptance is processed – that number of Stapled Securities;
- (iii) if you specify a number of Stapled Securities that is greater than the number of your Stapled Securities at the date your acceptance is processed – all of your Stapled Securities at the date your acceptance is processed; or
- (iv) if you do not specify the number of your Stapled Securities being subject to acceptance, or if you provide conflicting instructions on your Acceptance Form regarding the number of your Stapled Securities being subject to acceptance – all

of your Stapled Securities at the date your acceptance is processed (even if the number of Stapled Securities specified on the Acceptance Form differs from the number of your Stapled Securities).

For this purpose, specification of the number of your Stapled Securities being subject to acceptance must be in the Acceptance Form or in a valid originating message transmitted in accordance with Rule 14.14 of the ASX Settlement Rules.

## **7.4 Status and effect of the Acceptance Form**

### **(a) Status of Acceptance Form**

The Acceptance Form that accompanies this Bidder's Statement forms part of this Offer, and the instructions on the Acceptance Form must be followed in using it to accept this Offer.

### **(b) Effect of Acceptance Form**

By signing and returning the Acceptance Form in accordance with section 7.3, you irrevocably authorise Bidder and its nominees:

- (i) to rectify any errors in, or omissions from, the Acceptance Form that are necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all of your Accepted Stapled Securities to Bidder; and
- (ii) (in respect of any of your Accepted Stapled Securities in a CHESS Holding) to:
  - (A) initiate, or alternatively instruct your Controlling Participant to initiate, acceptance of this Offer in respect of all such Accepted Stapled Securities in accordance with Rule 14.14 of the ASX Settlement Rules; and
  - (B) give any other instructions concerning those Accepted Stapled Securities to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant, as determined by Bidder (or its nominee) acting in its own interests as a beneficial owner and intended registered holder of your Accepted Stapled Securities, and acknowledge that:
    - (C) with respect to sub-paragraph (A) above, Bidder (or its agents or nominees) will merely forward your Acceptance Form to your Controlling Participant (being the only person who can accept this Offer on your behalf) and that it is your responsibility to allow sufficient time for your Controlling Participant to initiate acceptance of this Offer;
    - (D) Bidder (or its agents or nominees) is not responsible for any delays incurred by the process described in sub-paragraph (B) above or any losses whatsoever you incur by the fact that your acceptance is not processed before the end of the Offer Period; and
    - (E) you must promptly give any further instructions or take any further actions necessary concerning your Accepted Stapled Securities to your Controlling Participant to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Rules prior to the end of the Offer Period.

(c) **Validation of Acceptance Form**

Notwithstanding sections 7.3(a) and 7.3(b)(ii), Bidder may (except in relation to Stapled Securities in a CHESS Holding) treat the receipt by it of a signed Acceptance Form either:

- (i) before the end of the Offer Period; or
- (ii) after the end of the Offer Period but where the Acceptance Form is sent by post and the envelope in which it is posted is post-marked before the end of the Offer Period,

as valid even though it does not receive the other documents required by the instructions on the Acceptance Form or there is not compliance with any one or more of the other requirements for acceptance.

If Bidder does treat such an Acceptance Form as valid, subject to section 7.6, Bidder will not be obliged to give the consideration to you until Bidder receives all those documents and all of the requirements for acceptance referred to in section 7.3 and in the Acceptance Form have been met (other than the requirement of your Acceptance Form to be received before the end of the Offer Period).

(d) **Risk in Acceptance Form**

The transmission by you of the Acceptance Form and any other documents in accordance with section 7.3 is at your own risk. No acknowledgement of receipt of any such documents will be given to you by or on behalf of Bidder.

(e) **No revocation of acceptance**

Once you have accepted this Offer, you will be unable to revoke or withdraw your acceptance of this Offer or otherwise dispose of your Accepted Stapled Securities.

(f) **Power of attorney or deceased estate**

When accepting this Offer, you should forward for inspection:

- (i) if the Acceptance Form is executed by an attorney, a certified copy of the power of attorney; and
- (ii) if the Acceptance Form is executed by the executor of a will or the administrator of the estate of a deceased Securityholder, the relevant grant of probate or letters of administration.

## **7.5 Agreement resulting from acceptance**

By signing and returning the Acceptance Form or initiating or causing acceptance of this Offer under the ASX Settlement Rules in accordance with section 7.3:

- (a) you accept this Offer (and any variation of it) in respect of all of your Accepted Stapled Securities at the date your acceptance is processed and agree to the terms and conditions of this Offer;
- (b) subject to the Condition being fulfilled or waived, you transfer, and consent to the transfer in accordance with the ASX Settlement Rules of, all of your Accepted Stapled Securities to Bidder in accordance with this Offer and subject to the conditions of the constitution of EDC on which they were held immediately before your acceptance of this Offer (and Bidder agrees to take those Accepted Stapled Securities subject to those conditions);
- (c) you represent and warrant to Bidder that, at the time of your acceptance and at the time the transfer of your Accepted Stapled Securities to Bidder is registered:
  - (i) all of your Accepted Stapled Securities are and will be fully paid;



- (ii) you have full power and capacity to accept the Offer and to sell and transfer the legal and beneficial ownership of your Accepted Stapled Securities (including any Rights) to Bidder;
  - (iii) Bidder will acquire good title to them and full beneficial ownership of them free from all Encumbrances; and
  - (iv) that you have paid to EDC all amounts which at the time of acceptance have fallen due for payment to EDC in respect of your Accepted Stapled Securities;
- (d) if and when the contract resulting from your acceptance of the Offer becomes unconditional, you irrevocably appoint Bidder and each of its directors and nominees severally as your attorney to exercise all powers and rights that you have as the registered holder of your Accepted Stapled Securities, including:
- (i) attending any meeting of EDC, and voting in respect of your Accepted Stapled Securities, proposing or seconding any motion, and demanding a poll for any vote at, any such meeting;
  - (ii) requisitioning the convening of any general meeting of EDC and convening a general meeting pursuant to any such requisition; and
  - (iii) signing any form, notice, instrument or other document (including any proxy appointment) relating to your Accepted Stapled Securities,

And such appointment will terminate on the registration of Bidder as the holder of your Accepted Stapled Securities or, if the Condition is not satisfied or waived, the date on which the Offer is withdrawn;

- (e) you agree that, in exercising the powers and rights conferred by the power of attorney in section 7.5(d), each attorney may act in the interests of Bidder as the intended registered holder and beneficial owner of your Accepted Stapled Securities;
- (f) except as contemplated by section 7.5(d) and while the appointment in that section continues, you agree not to attend or vote in person or by proxy, attorney or corporate representative at any meeting of EDC, or to exercise or purport to exercise (in person or by proxy, attorney, or corporate representative or otherwise) any of the powers conferred by the power of attorney in section 7.5(d);
- (g) you irrevocably authorise and direct EDC to pay to Bidder, or to account to Bidder for, all Rights in respect of your Accepted Stapled Securities (except to the extent that Bidder elects to waive its entitlement to those Rights), subject, however, to any such Rights received by Bidder being accounted for by Bidder to you if any contract resulting from your acceptance of this Offer is rescinded or rendered void;
- (h) if and when the contract resulting from your acceptance of this Offer becomes unconditional, you irrevocably authorise Bidder and its nominees to do all things necessary to transfer your Accepted Stapled Securities to Bidder (including to cause a message to be transmitted in accordance with ASX Settlement Rule 14.17.1 so as to transfer your Accepted Stapled Securities, if held in a CHESS Holding, to the Takeover Transferee Holding), even if Bidder has not at that time paid or provided the consideration due to you under this Offer; and
- (i) you agree to indemnify Bidder and each of its agents in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or your Securityholder Reference Number or in consequence of the transfer of your Accepted Stapled Securities to Bidder being

registered by EDC without production of your Holder Identification Number or your Securityholder Reference Number.

The representations, warranties, authorities and indemnity referred to in this section 7.5 will (unless otherwise stated) remain in force after you receive the Offer consideration for your Accepted Stapled Securities and after Bidder becomes the registered holder of them.

## **7.6 Offer Condition**

Subject to section 7.7, completion of the Offer and the contract resulting from acceptance of this Offer are subject to the fulfilment of the Condition that from the date of this Bidder's Statement until the end of the Offer Period (inclusive), none of the following Prescribed Occurrences occur:

- (a) EDC converts all or any of the Stapled Securities into a larger or smaller number of securities;
- (b) an EDC Group member resolves to reduce its capital in any way;
- (c) an EDC Group member:
  - (i) enters into a buy-back agreement; or
  - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (d) an EDC Group member issues shares or other securities (including interests in a trust) or grants an option over shares or other securities (including interests in a trust), or agrees to make such an issue or grant such an option;
- (e) an EDC Group member issues, or agrees to issue, convertible notes;
- (f) an EDC Group member disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) an EDC Group member grants, or agrees to grant, a security interest (as defined in section 51A of the Corporations Act) in the whole, or a substantial part, of its business or property; or
- (h) an EDC Group member resolves to be wound up.

Bidder may choose to waive the Condition in accordance with the Offer.

## **7.7 Nature and operation of the Condition**

- (a) The Offer is subject to the Condition, which is set out in full in section 7.6 above. Under the terms of the Offer and the Corporations Act, the Condition may be waived by Bidder. If an event occurs which results (or would result) in the breach or non-fulfilment of the Condition, Bidder might not make a decision as to whether it will either rely on that occurrence, or instead waive the Condition in respect of that occurrence, until the date for giving notice as to the status of the Conditions of the Offer under section 630(3) of the Corporations Act (see section 7.7(c) below). If Bidder decides that it will waive the Condition, it will announce that decision to ASX in accordance with section 650F of the Corporations Act. If the Condition is breached or not fulfilled, and Bidder decides to rely on that breach or non-fulfilment, then the any contract resulting from acceptance of the Offer will become void at (or, in some cases, shortly after) the end of the Offer Period, and the relevant EDC Stapled Securities will be returned to the holder.
- (b) Subject to the Corporations Act, Bidder may free this Offer and any contract resulting from your acceptance of this Offer from the Condition by giving written notice to EDC and to ASX not later than three Business Days after the end of the Offer Period.

- (c) The date for giving the notice on the status of the Conditions as required by section 630(1) of the Corporations Act is 1 June 2023 (subject to extension in accordance with the Corporations Act if the Offer Period is extended).
- (d) Your acceptance of this Offer, and any contract resulting from your acceptance of this Offer, will be automatically void if:
  - (i) at the end of the third Business Day after the end of the Offer Period, the Condition is not fulfilled; and
  - (ii) Bidder has not declared this Offer and any contract resulting from your acceptance of it free from the Condition in accordance with section 7.7(b).

## **7.8 Status of the Condition**

This Section 7.8 describes the status of the Condition of the Offer. As at the date of this Bidder's Statement, Bidder is not aware of any events or circumstances which would result in the non-fulfilment of the Condition.

## **7.9 Payment of consideration**

### **(a) When you will generally be paid**

Subject to this section 7.9 and the Corporations Act, if you accept the Offer in accordance with the instructions contained in the Acceptance Form and the Offer is declared or becomes unconditional, subject to the terms of the Offer, you will be sent payment on the earlier of:

- (i) while the Offer is subject to the Condition, 10 Business Days after the Offer is declared to be or becomes unconditional;
- (ii) if the Offer is declared to be or becomes unconditional, 10 Business Days after the date that you accept the Offer; or
- (iii) 21 calendar days after the end of the Offer Period.

### **(b) Payment where additional documents required**

Where additional documents are required, either by the Acceptance Form or otherwise, to be given to Bidder with your acceptance to enable Bidder to become the holder of your Accepted Stapled Securities (such as a power of attorney) then, subject to sections 7.9(c) to 7.9(f) and the Corporations Act:

- (i) if those documents are given to Bidder with your acceptance, Bidder will pay you the consideration for your Accepted Stapled Securities in accordance with section 7.9(a);
- (ii) if those documents are given to Bidder after your acceptance and before the end of the Offer Period, while the Offer is subject to the Condition, Bidder will pay you the consideration for your Accepted Stapled Securities by 21 calendar days after the end of the Offer Period;
- (iii) if those documents are given to Bidder after your acceptance and before the end of the Offer Period, while the Offer is no longer subject to the Condition, Bidder will pay you the consideration for your Accepted Stapled Securities by 10 Business Days after Bidder is given those documents, and in any event not later than 21 calendar days after the end of the Offer Period; and
- (iv) if those documents are given to Bidder after the end of the Offer Period, Bidder will pay you the consideration for your Accepted Stapled Securities within 10 Business Days after those documents are given. However, if at the time those

documents are given to Bidder, the contract resulting from your acceptance of this Offer is still subject to the Condition, Bidder will pay you the consideration for your EDC Stapled Securities within 21 calendar days after the contract becomes unconditional.

(c) **Delivery of consideration**

Payment of any cash amount to which you are entitled will be made by cheque drawn in Australian currency in your favour. The cheque will be sent to you, at your risk, by ordinary mail (or, in the case of Securityholders with addresses outside Australia, by airmail) to your address shown on the Acceptance Form or as recorded in the register of Securityholders of EDC on the Register Date. Payment will be deemed to have been made at the time the cheque is delivered to Australia Post for delivery or placed in an Australia Post postal box.

(d) **Rights**

If Bidder becomes entitled to any Rights as a result of your acceptance of this Offer, it may require you to give to Bidder all documents necessary to vest title to those Rights in Bidder, or otherwise to give Bidder the benefit or value of those Rights. If you do not do so, or if you have received or are entitled to receive (or any previous holder of your Accepted Stapled Securities has received or is entitled to receive) the benefit of those Rights, Bidder will be entitled to deduct the amount (or an amount equal to the value, as reasonably assessed by Bidder) of those Rights from any consideration otherwise payable to you under this Offer. If Bidder does not, or cannot, make such a deduction, you must pay that amount to Bidder, except to the extent that Bidder elects to waive its entitlement to those Rights.

(e) **Non-Australian residents**

If, at the time of acceptance of this Offer, any authority or clearance of a Public Authority is required for you to receive any consideration under this Offer or you are resident in or a resident of a place to which, or you are a person to whom any law of Australia or regulation under the Charter of the United Nations that would make it unlawful for Bidder to provide consideration for your Accepted Stapled Securities applies then acceptance of this Offer will not create or transfer to you any right (contractual or contingent) to receive the consideration specified in this Offer unless and until all requisite authorities or clearances have been obtained by Bidder.

(f) **Withholding of consideration by Bidder**

If any amount (the **withholding amount**) is required, under any Australian law or by any Public Authority, to be:

- (i) withheld from any consideration otherwise payable to you under this Offer and paid to a Public Authority; or
- (ii) retained by Bidder out of any consideration otherwise payable to you under this Offer,

the payment or retention by Bidder of the withholding amount (as applicable) will constitute full discharge of Bidder's obligation to pay the consideration to you to the extent of the withholding amount.

## 7.10 Offerees

### (a) Registered holders

Bidder is making an offer in the form of this Offer to each person registered as the holder of Stapled Securities in the register of members of EDC as at the Register Date.

### (b) Transferees

- (i) If at any time during the Offer Period another person is able to give good title to some or all of your Stapled Securities, and that person has not already accepted an offer in the form of this Offer for those Stapled Securities, then that person may accept as if an offer in the form of this Offer had been made to them in respect of those Stapled Securities.
- (ii) For the purpose of section 7.10(b)(i) and the definition of "your Stapled Securities", "good title" in respect of any particular Stapled security includes where a person:
  - (A) is registered as the holder of the Stapled security; or
  - (B) is entitled to be registered as the holder of the Stapled security as a result of having purchased the Stapled security on-market.

### (c) Trustees and nominees

If at any time during the Offer Period and before you accept this Offer your Stapled Securities consist of two or more separate parcels within the meaning of section 653B of the Corporations Act (for example, because you hold your Stapled Securities as trustee or nominee for, or otherwise on account of, several distinct beneficial owners), then you may accept as if a separate offer in the form of this Offer had been made in relation to each of those parcels (including any parcel you hold in your own right). Acceptance for any parcel of Stapled Securities (including any parcel consisting of two or more parcels) is ineffective unless:

- (i) you give Bidder notice stating that the Stapled Securities consist of a separate parcel, such notice being:
  - (A) in the case of Stapled Securities not in a CHESS Holding, in writing; or
  - (B) in the case of Stapled Securities in a CHESS Holding, in an electronic form approved by the ASX Settlement Rules for the purposes of Part 6.8 of the Corporations Act; and
- (ii) your acceptance specifies the number of Stapled Securities in the parcel.

### (d) Stapled Securities subject to EDC transfer restrictions

If at any time during the Offer Period some of your Stapled Securities are subject to transfer restrictions imposed by EDC (for example, because you hold some of your Stapled Securities under an employee incentive plan), then you may accept as if a separate offer in the form of this Offer had been made in relation to the balance of your Stapled Securities. Acceptance for the balance of your Stapled Securities is ineffective unless you give Bidder notice stating the number of your Stapled Securities that are subject to a transfer restriction and explaining the nature of the restriction, and your acceptance specifies the balance of your Stapled Securities.

## 7.11 Additional copies of Offer documents

If, for the purpose of accepting the Offer, you require additional copies of this Bidder's Statement and the Acceptance Form, please call +61 2 9066 9240 to request those additional copies.

## **7.12 Variation and withdrawal of Offer**

### **(a) Variation**

Bidder may vary this Offer in accordance with the Corporations Act.

### **(b) Withdrawal**

This Offer may be withdrawn with the written consent of ASIC, which consent may be subject to conditions. If so, Bidder will give notice of the withdrawal to ASX and to EDC and will comply with any other conditions imposed by ASIC.

## **7.13 Costs and stamp duty**

Bidder will pay all costs and expenses of the preparation and circulation of this Offer and any Australian stamp duty payable on the transfer of any Stapled Securities to Bidder under this Offer.

## **7.14 Governing law and jurisdiction**

This Offer and any contract resulting from your acceptance of this Offer are governed by the laws of New South Wales. In relation to them and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

## 8 Definitions and Interpretation

### 8.1 Definitions

In this Bidder's Statement and in the Acceptance Form, unless the context requires otherwise:

**Acceptance Form** means the acceptance form enclosed with this Bidder's Statement or, as the context requires, any replacement or substitute acceptance form provided by or on behalf of Bidder.

**Accepted Stapled Securities** has the meaning given in section 7.3(d).

**Announcement Date** means 24 April 2023.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning set out in section 12(2)(b) and (c) of the Corporations Act, where for the purposes of section 12, the 'designated body' is Bidder.

**ASX** means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market operated by it.

**ASX Listing Rules** means the Listing Rules of ASX.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Rules** means the operating rules of the settlement facility provided by ASX Settlement, such rules being known as the 'ASX Settlement Operating Rules' as at the date of this Bidder's Statement.

**Bidder** means Samuel Terry Asset Management Pty Ltd (ACN 108 611 785) as trustee for Samuel Terry Absolute Return Active Fund (ABN 67 302 926 069).

**Bidder's Statement** means this document, being the statement of Bidder under Part 6.5 of the Corporations Act relating to the Offer.

**Business Day** means any day that is each of the following:

- (a) a 'Trading Day' within the meaning given in the ASX Listing Rules; and
- (b) a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

**CGT** means Australian capital gains tax.

**CHES** means the Clearing House Electronic Subregister System, which provides for the electronic transfer, settlement and registration of securities in Australia.

**CHES Holding** means a holding of Stapled Securities on the CHES Subregister of EDC.

**CHES Subregister** has the meaning given in the ASX Settlement Rules.

**Condition** means the condition of the Offer set out in section 7.6.

**Controlling Participant** has the meaning given in the ASX Settlement Rules. Usually your Controlling Participant is a person, such as a broker, with whom you have a sponsorship agreement (within the meaning of the ASX Settlement Rules).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**EDC Group** means the stapled group comprised of Eildon Co and Eildon Trust and the entities they control as at the date of this Bidder's Statement.

**EDC Securityholder** means a person registered in the register of members of EDC Group as a holder of Stapled Securities.

**Eildon Co** means Eildon Capital Limited (ABN 11 059 092 198).

**Eildon Trust RE** means Eildon Funds Management Limited (ABN 72 066 092 028).

**Eildon Trust** means Eildon Capital Trust (ARSN 635 077 753).

**Encumbrance** means an interest or power:

- (a) reserved in or over any interest in any asset including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and includes any agreement to grant or create any of the above.

**Fund** means Samuel Terry Absolute Return Active Fund and Samuel Terry Absolute Return Fund, whose units are stapled together to form the Samuel Terry Absolute Return Group.

**GST** means the goods and services tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition acts of the Commonwealth of Australia.

**Holder Identification Number** means the number used to identify a Securityholder on the CHESS Subregister of EDC.

**Issuer Sponsored Holding** means a holding of Stapled Securities on the Issuer Sponsored Subregister of EDC.

**Issuer Sponsored Subregister** has the meaning given in the ASX Settlement Rules.

**Last Practicable Date** means 21 April 2023.

**Offer** means, as the context requires, the offer for Stapled Securities contained in section 7, or the off-market takeover bid constituted by that offer and each other offer by Bidder for Stapled Securities in the form of that offer, including in each case as varied in accordance with the Corporations Act.

**Offer Amount** has the meaning given in section 4.1.

**Offer Period** means the period during which the Offer will remain open for acceptance in accordance with section 7.2.

**Offer Price** has the meaning given in the Letter to EDC Securityholders.

**On Market Purchases** has the meaning given in section 6.5.

**Performance Right** means performance rights issued by EDC as described in section 2.7.

**Prescribed Occurrence** means the occurrence of any of the matters set out in section 7.6.

**Public Authority** means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, ASIC, ASX, the Takeovers Panel and any regulatory organisation established under statute or any stock exchange.

**Register Date** means 7:00pm (Sydney time) on 25 April 2023, being the date set by Bidder under section 633(2) of the Corporations Act.

**Related Entity** means, in relation to a person, any entity that is related to that person within the meaning of section 50 of the Corporations Act or that is in an economic entity (as defined in any approved Australian accounting standard) that is controlled by that person.

**Relevant Interest** has the meaning given to that term in sections 608 and 609 of the Corporations Act.



**Rights** means all accretions, rights and benefits of whatever kind attaching to or arising from the Stapled Securities directly or indirectly at or after the date of this Bidder's Statement (including all dividends and all rights to receive them and rights to receive or subscribe for Stapled Securities, notes, bonds, options or other securities or entitlements declared, paid or issued by EDC or any Subsidiary of EDC).

**Securityholder Reference Number** means the number allocated by EDC to identify a Securityholder on the Issuer Sponsored Subregister of EDC.

**STAM** means Samuel Terry Asset Management Pty Ltd (ABN 71 108 611 785).

**Stapled Securities** means fully paid ordinary Stapled Securities in EDC Group.

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

**Takeover Transferee Holding** has the meaning given in the ASX Settlement Rules, being the CHESS Holding to which Stapled Securities are to be transferred pursuant to acceptances of the Offer.

**Voting Power** has the meaning given in section 610 of the Corporations Act.

**VWAP** means volume weighted average trading price on ASX.

**your Stapled Securities** means, subject to section 7.10, the Stapled Securities in respect of which you are registered or entitled to be registered as a holder in the register of members of EDC at the Register Date, and in respect of which no other person becomes registered or entitled to be registered as a holder before you accept the Offer.

## 8.2 Interpretation

- (a) In this Bidder's Statement and in the Acceptance Form, headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
  - (i) The singular includes the plural, and the converse also applies.
  - (ii) A gender includes all genders.
  - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
  - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
  - (v) A reference to a section or Annexure is a reference to a section of, or Annexure to, this Bidder's Statement.
  - (vi) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
  - (vii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, any legislative provision substituted for it and a regulation or statutory instrument issued under it.
  - (viii) A reference to any instrument or document includes any variation or replacement of it.

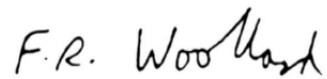
- (ix) A term not specifically defined in this Bidder's Statement has the meaning given to it in the Corporations Act (being, if any special meaning is given for the purposes of Chapter 6 or 6A of the Corporations Act or a provision of those chapters, that special meaning).
- (x) A reference to time is to Sydney time.
- (xi) A reference to *dollars* or \$ is to Australian currency.
- (xii) A reference to you is to a person to whom the Offer under section 7 is (or is deemed to be) made.

## 9 Approval of Bidder's Statement

This Bidder's Statement has been approved by a resolution of the directors of the Bidder.

Dated 24 April 2023.

Signed for and on behalf of **Samuel Terry Asset Management Pty Ltd as trustee for Samuel Terry Absolute Return Active Fund**

A handwritten signature in black ink, appearing to read 'F.R. Woollard', with a stylized flourish at the end.

Fred Woollard

Managing Director

## **Corporate Directory**

### **Bidder**

Samuel Terry Asset Management Pty Ltd as  
trustee for Samuel Terry Absolute Return  
Active Fund  
120B Underwood St  
Paddington NSW 2021

### **Legal Adviser to the Offer**

Allens  
Level 28, Deutsche Bank Place  
126 Philip St Sydney NSW 2000

### **Registry for the Offer**

You can contact the stapled security registrar of Bidder (Boardroom Pty Limited) at the addresses set out below:

#### **(For Deliveries)**

Boardroom Pty Limited  
EDC Takeover Offer  
Level 8  
210 George Street  
Sydney NSW 2000.  
Australia

#### **(For Post)**

Boardroom Pty Limited  
EDC Takeover Offer  
GPO Box 3993  
Sydney NSW 2001  
Australia

### **Offer Information Line**

If you have any questions in relation to the Offer or how to accept it, or if you have lost your Acceptance Form and require a replacement, please call +61 2 9066 9240.

## Annexure A – ASX announcements by EDC

Below is a list of the ASX announcements made by EDC between 22 October 2021 (being the date of release of EDC's 2021 Annual Report) and the date of this Bidder's Statement.

Date Lodged	Description
22/10/2021	Application for quotation of securities – EDC
22/10/2021	Cleansing Notice – DRP securities
27/10/2021	Securityholders Change of Director's Interest Notice – J Davies
23/11/2021	AGM Presentation
23/11/2021	Results of Annual General Meeting
15/12/2021	Dividend/Distribution – EDC
15/12/2021	Business Update and December 2021 Quarter Distribution
14/01/2022	Update – Dividend/Distribution – EDC
14/01/2022	Cancel – Dividend/Distribution – EDC
14/01/2022	Update – Dividend Distribution – EDC
24/01/2022	Profit Guidance
24/01/2022	Application for quotation of securities – EDC
24/01/2022	Cleansing Notice – DRP Securities – EDC
25/01/2022	Change of Director's Interest Notice – J Davies
22/02/2022	Appendix 4D and Interim Financial Report
22/02/2022	Half Year Results Presentation
18/03/2022	Notification of cessation of securities – EDC
18/03/2022	Appendix 3G
22/03/2022	Dividend/Distribution – EDC
22/03/2022	March 2022 Quarter Distribution
12/04/2022	Update – Dividend/Distribution – EDC
22/04/2022	Application for quotation of securities – EDC
22/04/2022	Cleansing Notice – DRP Securities – EDC
22/04/2022	Change in Director's Interest Notice – J Davies
26/04/2022	EDC Management Changes
29/04/2022	Change in substantial holding from CVC
07/06/2022	Business Update and New Fund Initiative
27/06/2022	Dividend/Distribution – EDC
27/06/2022	June 2022 Quarter Distribution
12/07/2022	Initial Directors Interest Appendix 3X
15/07/2022	Update – Dividend/Distribution – EDC
20/07/2022	Market Update – FY22 Profit Guidance

<b>Date Lodged</b>	<b>Description</b>
22/07/2022	Application for quotation of securities – EDC
22/07/2022	Cleansing Notice – DRP Securities – EDC
25/07/2022	Change of Director's Interest Notice – J Davies
16/08/2022	Notification of cessation of securities – EDC
24/08/2022	Preliminary Final Report
24/08/2022	Appendix 4G
24/08/2022	Results Presentation FY 22
15/09/2022	Change of Director's Interest Notice – M Avery
21/09/2022	Dividend/Distribution – EDC
21/09/2022	Distribution Details
17/10/2022	Notice of Annual General Meeting / Proxy Form
17/10/2022	Annual Report to securityholders
02/11/2022	Change of Director's Interest Notice – M Reid
17/11/2022	AGM Presentation
17/11/2022	Results of Annual General Meeting
20/12/2022	Dividend/Distribution – EDC
20/12/2022	Distribution Details
03/02/2023	Profit Guidance
24/02/2023	HY23 Appendix 4D and Interim Financial Report
24/02/2023	HY23 Results Announcement
24/02/2023	HY23 Results Presentation
09/03/2023	Issue of Securities under Employee Incentive Plan
09/03/2023	Notification of cessation of securities - EDC
09/03/2023	Notification regarding unquoted securities - EDC
21/03/2023	Dividend/Distribution - EDC
21/03/2023	Distribution Details
05/04/2023	Disposal of interest in 79 Logan Road, Woolloongabba
21/04/2023	Successful closing of EFM Harpley Town Centre Property Trust