



ASX Announcement (ASX: LAW)

22 November 2023

Notice of Extraordinary General Meeting and Related Documents

LawFinance Limited (ASX:LAW) (**LAW** or the **Company**) provides the following documents, in relation to its Extraordinary General Meeting, in accordance with ASX Listing Rule 15.2:

- Letter to Shareholders;
- Notice of Annual General Meeting; and
- Proxy Form.

Authorised by:

The Board of Directors

For investor enquiries:

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LawFinance Limited

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23 November 2023

EXTRAORDINARY GENERAL MEETING – LETTER TO SHAREHOLDERS

LawFinance Limited (ASX: LAW) (**LAW** or the **Company**) advises that an Extraordinary General Meeting of Shareholders will be held at 11.00 am (AEDT) on Friday, 22 December 2023 at Level 5, 126 Phillip Street, Sydney, 2000 (**EGM** or **Meeting**).

In accordance with Part 1.2AA of the Corporations Act 2001, the Company will only be dispatching physical copies of the Notice of Meeting (**Notice**) to Shareholders who have elected to receive the Notice in physical form. For further information on your right to elect to receive documents from the Company electronically or physically, please refer to the Company's website at <https://lawfinance.com.au/investor-centre/>.

The Notice is being made available to Shareholders electronically and can be viewed and downloaded online at <https://lawfinance.com.au/investor-centre/other-asx-announcements/> or on the Company's ASX market announcements page (ASX:LAW).

This Notice is given based on circumstances as at the date of this letter. Should circumstances change, the Company will make an announcement on the ASX market announcements platform and on the Company's website at <https://lawfinance.com.au/investor-centre/other-asx-announcements/>. Shareholders are urged to monitor the ASX announcements platform and the Company's website.

Your vote is important

The business of the Meeting affects your shareholding and your vote is important. To vote in person, attend the Meeting on the date and at the place set out above.

All resolutions will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting. Alternatively, shareholders are strongly encouraged to complete and submit their vote by proxy by using one of the following methods:

Online	Lodge the Proxy Form online at https://investor.automic.com.au/#/loginsah by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on 'View Meetings' – 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form. For further information on the online proxy lodgement process please see the Online Proxy Lodgement Guide at https://www.automicgroup.com.au/virtual-agms/
By post	Automic, GPO Box 5193, Sydney NSW 2001



By hand	Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
By email	Completing the enclosed Proxy Form and emailing it to: meetings@automicgroup.com.au

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting, being Wednesday, 20 December 2023. Proxy Forms received later than this time will be invalid.

The Chair intends to vote all open proxies in favour of all resolutions, where permitted.

Yours faithfully

Phil Smith
Company Secretary
LawFinance Limited
Tel: +61 2 9696 0220
Email: phil.smith@lawfinance.com.au

LawFinance Limited

level 5, 126 Phillip Street,
Sydney NSW

www.lawfinance.com.au



LAWFINANCE LIMITED

Notice of 2023 Extraordinary General Meeting

Explanatory Statement | Proxy Form

Friday, 22 December 2023

11:00AM (AEDT)

Place

The Meeting will be held at Level 5, 126 Phillip Street, Sydney NSW 2000

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Board unanimously recommends that shareholders vote in favour of all resolutions.

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Venue and Voting Information

The Extraordinary General Meeting of the Shareholders to which this Notice of Meeting relates (**Meeting**) will be held at 11:00am (AEDT) on Friday, 22 December 2023 at Level 5, 126 Phillip Street, Sydney NSW 2000.

Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

Voting in person

To vote in person, attend the Meeting on the date and at the place set out above.

Voting by proxy

Shareholders who wish to participate and vote at the Meeting are strongly encouraged to complete and submit their proxies as early as possible.

To vote by proxy:

1. please complete and sign the enclosed Proxy Form, and deliver the Proxy Form:
 - (a) by hand to:
Automic Group
Level 5, 126 Phillip Street, Sydney NSW 2000; or
 - (b) by post to:
Automic Group
GPO Box 5193, Sydney NSW 2001; or
2. please lodge the Proxy Form online at <https://investor.automic.com.au/#/loginsah> by following the below instructions.

Login to the Automic website using the holding details as shown on the Proxy Form. Click on 'Meetings' – 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (**SRN**) or Holder Identification Number (**HIN**)) as shown on the front of the Proxy Form.

Your proxy instruction must be received not later than 48 hours before the commencement of the Meeting.

Proxy Forms received later than this time will be invalid.

Power of Attorney

If the proxy form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the proxy form, unless the power of attorney has already provided it to the Share Registry.

Corporate Representatives

If a representative of a corporate Shareholder or a corporate proxy will be attending the Meeting, the representative should bring to the Meeting adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

Disclaimer

General

This document has been prepared by LawFinance Limited (the **Company**). The information contained in this document is for informational purposes only. The information contained in this document is not investment or financial product advice and is not intended to be used on the basis for making an investment decision.

Forward looking statements

This document contains certain statements that relate to the future of the Company. These statements are made at the time of the document. All statements other than statements of historical fact are, or may be deemed to be, forward looking statements. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness or correctness of the information, opinions and conclusions contained in this document. To the maximum extent permitted by law, none of the Company, its directors, employees or agents, nor any other person accepts any liability, including, without limitation, any liability arising out of fault or negligence, for any loss arising from the use of the information contained in this document.

The document includes certain forecasts, prospects or returns and other forward-looking statements that are based on information and assumptions known to date and are subject to various risks and uncertainties. Actual results, performance, or achievements could be significantly different from those expressed in, or implied by, these forecasts, prospects or returns, and other forward-looking statements. Such forecasts, prospects or returns, and other forward looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of the Company, which may cause actual results to differ materially from those expressed in the statements contained in the document.

Accordingly, no representation or warranty, express or implied, is given to the accuracy, completeness or correctness, likelihood of achievement or reasonableness of any forecasts, prospects or returns, or other forward looking statements contained in the document.

Rounding

Note that numbers in this document are subject to rounding and may not add due to rounding.

Currency

Unless otherwise stated, all dollar values in this Notice of Meeting are in Australian dollars (\$).

Notice of Extraordinary General Meeting

Notice is hereby given that an Extraordinary General Meeting of Shareholders of LawFinance Limited ACN 088 749 008 will be held at 11:00am (AEDT) on Friday, 22 December 2023 at Automic Group, Level 5, 126 Phillip Street, Sydney NSW 2000 (**Meeting**).

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Meeting. The Explanatory Statement and the Proxy Form form part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 11:00am (AEDT) on Wednesday, 20 December 2023.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

Resolutions

Resolution 1 – Approval of issue of Shares to Related Party

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 10.11.1 and for all other purposes, approval is given for the Company to issue:

- (a) 102,864,834 Shares to or as directed by Lucerne LCF pursuant to the SAF Debt for Equity Conversion; and*
- (b) 12,361,482 Shares to Law Finance MIS pursuant to the Lucerne Share Issuance,*

and on the terms and conditions set out in the Explanatory Statement accompanying the Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of this Resolution 1 by or on behalf of:

- (a) Lucerne LCF;
- (b) Law Finance MIS;
- (c) any other person who will obtain a material benefit as a result of the issue of the Shares (except a benefit solely by reason of being a Shareholder),

or an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 1 by:

- (d) a person as proxy or attorney for a person who is entitled to vote on Resolution 1, in accordance with the directions given to the proxy or attorney to vote on Resolution 1 in that way;
- (e) the Chair of the Meeting as a proxy or attorney for a person who is entitled to vote on Resolution 1, in accordance with the directions given to the Chair to vote on Resolution 1 as the Chair decides; or
- (f) a Shareholder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 1; and
 - the Shareholder votes on Resolution 1 in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

Resolution 2 – Approval of issue of Shares for purpose of Listing Rule 7.1

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue:

- (a) 103,159,863 Shares to or as directed by the SAF Lenders pursuant to the SAF Debt for Equity Conversion;*
- (b) 30,903,705 Shares to the EFI Lenders in connection with the EFI Implementation Deed;*
- (c) 6,180,741 Shares to PURE in connection with Interim Funding; and*
- (d) 10,301,235 Shares to PFG and PFG V in connection with the PFG Loan Amendment,*

and otherwise on the terms and conditions set out in the Explanatory Statement accompanying the Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of this Resolution 2 by or on behalf of:

- (a) the SAF Lenders;
- (b) the EFI Lenders;
- (c) PFG;
- (d) PFG V;
- (e) PURE; or
- (f) any other person who will obtain a material benefit as a result of the issue of the Shares (except a benefit solely by reason of being a Shareholder),

or an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 2 by:

- (g) a person as proxy or attorney for a person who is entitled to vote on Resolution 2, in accordance with the directions given to the proxy or attorney to vote on Resolution 2 in that way;
- (h) the Chair of the Meeting as a proxy or attorney for a person who is entitled to vote on Resolution 2, in accordance with the directions given to the Chair to vote on Resolution 2 as the Chair decides; or
- (i) a Shareholder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 2; and
 - the Shareholder votes on Resolution 2 in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

Resolution 3 – Approval of variation to terms of Capitalising Convertible Notes

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to amend the terms of the Capitalising Convertible Notes issued and allotted to the Note Holders issued on 9 June 2020, such that the Capitalising Convertible Notes may be converted to up to 61,807,410 Shares at a conversion price of A\$0.37055854 per Share, and otherwise on the terms and conditions set out in the Explanatory Statement accompanying the Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of this Resolution 3 by or on behalf of:

- (a) the Note Holders; or
- (b) any other person who will obtain a material benefit as a result of the issue of the Shares on conversion of the Capitalising Convertible Notes (except a benefit solely by reason of being a Shareholder),

or an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 3 by:

- (c) a person as proxy or attorney for a person who is entitled to vote on Resolution 3, in accordance with the directions given to the proxy or attorney to vote on Resolution 3 in that way;
- (d) the Chair of the Meeting as a proxy or attorney for a person who is entitled to vote on Resolution 3, in accordance with the directions given to the Chair to vote on Resolution 3 as the Chair decides; or
- (e) a Shareholder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 3; and
 - the Shareholder votes on Resolution 3 in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

BY ORDER OF THE BOARD

Phillip Smith

Company Secretary

22 November 2023

Explanatory Statement

This Explanatory Statement has been prepared for the information of the Shareholders in connection with the business to be conducted at the Extraordinary General Meeting to be held at 11:00am (AEDT) on Friday, 22 December 2023 at Level 5, 126 Phillip Street, Sydney NSW 2000.

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions set out in the Notice of Meeting.

The Funding and Restructure Transaction (as defined below) is conditional on each of the Resolutions being approved. If any one of the Resolutions is not approved by Shareholders, the Funding and Restructure Transaction will not occur.

Importantly, if the Funding and Restructure Transaction does not proceed, it is the view of the Board that the Company is likely to be placed into administration.

If you are in any doubt about what to do in relation to the Resolutions contemplated in the Notice of Meeting and this Explanatory Statement, it is recommended that you seek advice from an accountant, solicitor or other professional advisor.

Full details of the business to be considered at the Extraordinary General Meeting are set out below.

1 BACKGROUND TO THE FUNDING AND RESTRUCTURE TRANSACTION

As previously announced to the market, the Company has been pursuing three strategic priorities:

- (a) to continue to reduce costs and conserve cash resources;
- (b) to advance the Trident HG joint venture as the main source of origination growth; and
- (c) to restructure all debt facilities of the Company and certain of its Subsidiaries, being:
 - (i) the release and discharge of the SAF Facility Agreement and related "Finance Documents";
 - (ii) the release of the Company from its obligations under the EFI Facility Agreement and the sale of its subsidiary, NHF SPV III; and
 - (iii) amending the PFG Loan Agreement to facilitate the managed run-off of the PFG Book in order to maximise value and repay the PFG Loan in full.

In implementing these strategies, the SAF Debt will need to be converted to equity and the debt exposure under the EFI Facility Agreement moved off the balance sheet, in order to return the balance sheet to a net asset surplus, thereby improving the ability to maximise the value realised from the PFG Book and raise new capital to support Trident HG Joint Venture growth or other growth/investment opportunities.

As detailed in the Company's Interim Financial Report as at 30 June 2023, the Company's subsidiary, NHF SPV III, being the borrower under the EFI Facility Agreement, had a net asset deficiency of US\$22,606,000 and in the opinion of the Board had insufficient assets available to repay the loan advanced pursuant to the EFI Facility Agreement in full.

While the Trident HG Joint Venture growth strategy is still actively being pursued, it is taking significantly longer than expected for Trident HG Joint Venture to execute its first hospital funding agreement. It is currently unclear when Trident HG Joint Venture will be in a position to commence funding operations and therefore require the Company to fund its operations.

The Company's operating business, National Health Finance, has also not originated any claims since September 2022, when the PFG Book was put into runoff in line with the Company's strategic priorities.

Given significant delays in commencing the Trident HG Joint Venture funding the Company is actively exploring other investment opportunities in parallel with progressing the Trident HG Joint Venture.

The Company's debt facilities are complex, costly to manage and are all fully drawn and amortising. No funding is available under the Company's debt facilities to allow the Company to make any further loan originations. The Company's current operations are unable to support its current debt levels which are also restricting the Company's ability to raise capital in preparation to fund Trident HG Joint Venture or any other value accretive growth/investment opportunities.

In consideration of these factors and to put the Company in the best position to continue the runoff (collections activities) of the PFG Book, progress Trident HG and pursue other potential growth and investment opportunities, the Company has sought to embark on a holistic restructuring of the Group's debt facilities and recapitalisation, referred to in this Notice of Meeting as the **Funding and Restructure Transaction**. The aims of the Funding and Restructure Transaction are to discharge and release the Company from certain debt obligations in a structured manner, to maintain the ongoing support of the Group's remaining financiers (being those which have advanced the PFG Loan) and to strengthen the working capital position of the Company.

Following the implementation of the Funding and Restructure Transaction, the Board proposes to undertake a Board renewal process in consultation with the major shareholders. Any new Directors appointed will be required to stand for election at the Company's next AGM in accordance with the ASX Listing Rules.

The Company was voluntarily suspended from quotation on ASX on 27 April 2023. In order to be readmitted, the Company will need to satisfy ASX, for the purposes of ASX Listing Rules 12.1 and 12.2, that the Company's level of operations and financial condition are sufficient to warrant continued quotation of its securities. ASX has indicated that it is unlikely to approve the Company for reinstatement to quotation of the Company's Shares prior to the release of the Company's FY23 audited financial report in February 2024. Shareholders should be aware that there is no guarantee that ASX will agree to reinstatement at this time.

The Board has determined that the Funding and Restructure Transaction is in the best interests of Shareholders.

2 OVERVIEW OF THE FUNDING AND RESTRUCTURE TRANSACTION

The Funding and Restructure Transaction comprises the following components:

- (a) the SAF Debt for Equity Conversion;
- (b) the NHF SPV III Sale;
- (c) the Lucerne Funding;
- (d) the PFG Loan Amendment;
- (e) the CCN Amendment;
- (f) the Lucerne Share Issuance;
- (g) the PURE Share Issuance;
- (h) the PFG Share Issuance; and
- (i) the EFI Share Issuance.

These components are described in more detail in section 4.1 below.

3 CONDITIONS OF THE FUNDING AND RESTRUCTURE TRANSACTION

The Funding and Restructure Transaction is subject to a number of conditions (the **Restructure Conditions**), some of which are outside the control of the Company and there is no guarantee that those conditions will be satisfied or that the Funding and Restructure Transaction will proceed.

If the Restructure Conditions are not satisfied and the Funding and Restructure Transaction does not proceed, it is the view of the Board that the Company the Company may no longer be able to continue as a going concern is likely to be placed into administration.

The Restructure Conditions are:

- (a) The holders of a majority of the CCNs need to approve the form of the CCN Amendment. As at the date of the Notice of Meeting, the holders of a majority of the CCNs in value have indicated that they will approve the form of the CCN Amendment. The CCN Amendment is in agreed form and will be executed by the Company shortly following the date of the Notice of Meeting.
- (b) Formal documentation to effect the PFG Loan Amendment (**PFG Loan Amendment Agreement**) needs to be agreed and executed by (among others) PFG and the PFG Borrowers and become effective. As at the date of the Notice of Meeting, the key terms of the PFG Loan Amendment have been agreed between PFG and the PFG Borrowers. The Company is confident that this agreement will be entered into prior to the Meeting.
- (c) All of the Resolutions set out in this Notice of Meeting must be passed by the requisite number of Shareholders at the Meeting.
- (d) Each of the components of the Funding and Restructure Transaction outlined above in Section 2 (and discussed in more detail in Section 4 below) and the conditions noted below in the Debt Restructure Documents are required to be implemented and satisfied on or prior to the Implementation Date such that if one or more of them is not able to proceed for any reason, the Funding and Restructure Transaction will not proceed.

The Company and / or certain of its Subsidiaries have entered into or will enter into the following documents to facilitate the Funding and Restructure Transaction:

- (e) the EFI Implementation Deed which, amongst other things will (subject to certain conditions, including the completion of the NHF SPV III Sale) on completion of the Funding and Restructure Transaction, unconditionally and irrevocably release and discharge the Company from all of its obligations under the EFI Facility Agreement. As at the date of this Notice of Meeting, the EFI Implementation Deed is in agreed form and has been circulated for execution by the relevant parties;
- (f) the NHF SPV III Sale Agreement which, amongst other things, documents the NHF SPV III Sale (for USD\$1) which sale must complete as a condition to the Funding and Restructure Transaction. As at the date of this Notice of Meeting, the NHF SPV III Sale Agreement is in agreed form and has been circulated for execution by the relevant parties;
- (g) the SAF Implementation Deed which, among other things, documents certain conditions associated with the SAF Debt for Equity Conversion and releases the Company from all claims and liabilities in association with the SAF Facility Agreement and associated "Finance Documents" on and from completion of the Funding and Restructure Transaction. As at the date of this Notice of Meeting, the SAF Implementation Deed has been agreed between the Company, the SAF Agent, and the two "Majority Lenders" under the SAF Facility Agreement (being PURE and Lucerne LCF) and has been circulated for execution by the relevant parties;
- (h) the PFG Loan Amendment Agreement; and
- (i) a CCN Amendment Deed Poll.

(together, the **Debt Restructure Documents**).

The Debt Restructure Documents are summarised in Section 6 below.

4 COMPONENTS OF THE FUNDING AND RESTRUCTURE TRANSACTION

4.1 Overview of components

As referred to in Section 2 above, the Funding and Restructure Transaction comprises a number of components.

The key components of the Funding and Restructure Transaction are as follows:

(a) **SAF Debt for Equity Conversion**

The SAF Debt for Equity Conversion will involve the conversion of the SAF Debt into 206,024,697 Shares in full and final satisfaction of the Company's obligation to repay any amounts under the SAF Facility Agreement. The outstanding amount under the SAF Facility Agreement includes capitalised interest which will continue to capitalise up to the Implementation Date. Excluding transaction costs incurred in connection with the entry into the SAF Implementation Deed and related documentation, it is expected that the total SAF Debt will be approximately A\$29,551,608 on the Implementation Date (assuming this occurs on 29 December 2023).

These Shares will represent approximately 62.5% of the Shares on issue immediately following the Funding and Restructure Transaction (following the issue of the Additional PURE Shares described in section 4.2 below but before the conversion of the CCN as described in section 4.1(e) below).

(b) **NHF SPV III Sale**

It is proposed that the NHF SPV III Sale and transactions contemplated under the EFI Implementation Deed will involve:

- (i) the sale by NHF Holdings of its 100% shareholding in NHF SPV III to the EFI Purchaser;
- (ii) the release of the Company from all of its obligations under the EFI Facility Agreement which will result in the Company's liabilities being reduced by approximately US\$26.2 million (which is the balance of the outstanding loan under the EFI Facility Agreement as at 30 October 2023); and
- (iii) the EFI Share Issuance as described further in section 4.1(i) below.

(c) **Lucerne Funding**

It is proposed that Law Finance MIS will, in addition to the approximately \$US750,000 already advanced by or on behalf of it prior to the date of this Notice of Meeting, advance an additional US\$2,350,000 as a participation under the PFG Loan Agreement (**Lucerne Funding**). Of the Lucerne Funding, approximately US\$1,250,000 will be released to the PFG Borrowers to be used for general operating and working capital expenses and the remaining US\$1,100,000 shall be released to PFG in partial reduction of the balance of the PFG Loan outstanding to PFG (resulting in a reallocation of amounts due to PFG and Law Finance MIS (as a participant of the PFG Loan)).

In consideration for the Lucerne Funding, the Company proposes to issue Shares to LAW Finance MIS pursuant to the Lucerne Issuance described at section 4.1(f) below.

(d) PFG Loan Amendment

It is proposed that the PFG Loan Agreement will be amended on terms acceptable to the Company and PFG, which shall include amendments to provide the following:

- (i) that the medical receivable proceeds collected in connection with the PFG Loan Agreement are to be applied as follows:
 - (A) 40% of the Michigan Contractual Claims are to be retained by the PFG Borrowers and the balance of the Michigan Contractual Claims are to be disbursed to PFG in repayment of principal and interest owing to PFG under the PFG Loan Agreement until PFG is repaid in full and following that date to PURE and Law Finance MIS in accordance with their interests until they have been repaid the balance of all outstanding principal and interest to which they are entitled under the PFG Loan Agreement; and
 - (B) the lessor of:
 - (1) 15% of the PFG Receivables; and
 - (2) an amount equal to 100% of the proceeds of collections of the PFG Receivables minus the sum of (i) 90% of the "Net CoGs" (as defined in the PFG Loan Agreement) of such PFG Receivables collected and (ii) the interest payable on the PFG Loan during that month calculated at 11.50% per annum,

are to be retained by the PFG Borrowers and the balance of such PFG Receivables are to be disbursed to PFG in repayment of principal and interest owing to PFG under the PFG Loan Agreement until PFG is repaid in full and following that date to PURE and Law Finance MIS in accordance with their interests until they have been repaid the balance of all outstanding principal and interest to which they are entitled under the PFG Loan Agreement; and
- (ii) the "Maturity Date" for the loans which have been participated in by Law Finance MIS to be extended to 31 December 2025; and
- (iii) the obligation on the PFG Borrowers to pay the US\$750,000 "Make Good Fee" will be deleted.

In consideration for PFG agreeing to the PFG Loan Amendment, the Company proposes to issue Shares to PFG and PFG V pursuant to the PFG Share Issuance described further at section 4.1(h) below.

(e) CCN Amendment

It is proposed that the terms of the existing CCNs will be amended to provide that on and from completion of the Funding and Restructure Transaction:

- (i) the "Maturity Date" of the CCNs is amended to 30 June 2025;
- (ii) on conversion at the Maturity Date, existing "Noteholders" are entitled to receive 61,807,410 Shares representing approximately 15.8% of the Shares in the Company following completion of the Funding and

Restructure Transaction, conversion of the CCNs and issue of the Additional PURE Shares; and

- (iii) the interest rate for the CCNs to be amended such that on and from 31 December 2023 interest will accrue on the “Outstanding Amount” under the CCNs at 8% per annum, capitalised quarterly.

(f) Lucerne Share Issuance

In consideration for providing the Lucerne Funding described in Section 4.1(c) above, the Company proposes to issue 12,361,482 Shares for no additional payment to Law Finance MIS, representing approximately 3.8% of the Shares on issue immediately following the Funding and Restructure Transaction (following the issue of the Additional PURE Shares described in section 4.2 below but before the conversion of the CCN as described in section 4.1(e) above).

(g) PURE Share Issuance

In consideration for providing the Company’s subsidiaries interim operating funding totalling US\$1,550,000 during the period since November 2022 via participations under the PFG Loan Agreement (**Interim Funding**) the Company proposes to issue 6,180,741 Shares for no additional payment to PURE, representing approximately 1.9% of the Shares on issue immediately following the Funding and Restructure Transaction (following the issue of the Additional PURE Shares described in section 4.2 below but before the conversion of the CCN as described in section 4.1(e) above).

(h) PFG Share Issuance

In consideration for agreeing to the PFG Loan Amendment described in Section 4.1(d) above, the Company proposes to issue 10,301,235 Shares for no additional payment, of which PFG will receive 5,150,618 Shares and PFG V will receive 5,150,617 Shares, together representing approximately 3.1% of the Shares in the Company on issue immediately following the Funding and Restructure Transaction (following the issue of the Additional PURE Shares described in section 4.2 below but before the conversion of the CCN as described in section 4.1(e) above).

(i) EFI Share Issuance

In consideration for agreeing to the EFI Release, the Company proposes to issue of 30,903,705 Shares for no additional payment to the EFI Lenders, representing approximately 9.4% of Shares in the Company on issue immediately following the Funding and Restructure Transaction (following the issue of the Additional PURE Shares described in section 4.2 below but before the conversion of the CCN as described in section 4.1(e) above).

4.2 Issue of Shares to PURE under Funding and Restructure Transaction

PURE is a substantial holder of the Company with voting power in 9,069,358 Shares. Details of PURE’s current shareholding and voting power are set out in Section 7.4 below.

PURE is also a SAF Lender and is entitled to receive 61,719,580 Shares under the SAF Debt for Equity Conversion (described above in Section 4.1) if the Funding and Restructure Transaction proceeds.

PURE is also entitled to receive 6,180,741 Shares in connection with the PURE Share Issuance if the Funding and Restructure Transaction proceeds.

In total, PURE will be entitled to receive 67,900,321 Shares if the Funding and Restructure Transaction proceeds.

Together with its existing Shares, this would give (assuming it is issued its full entitlement to such Shares) PURE voting power of approximately 23.35% immediately following the Funding and Restructure Transaction (before the conversion of the CCN as described in section 4.1(e) above).

Pursuant to section 606(1) of the Corporations Act, PURE is prohibited from acquiring with additional Shares in the Company if such acquisition would result in PURE's voting power increasing from below 20% to above 20%, unless Shareholder approval is obtained or another exemption applies. If Shareholder approval were sought, the Company would be required to commission a report from an independent expert in relation to the proposed issue of Shares to PURE. Such a report would require significant time and cost to complete and would delay implementation of the Funding and Restructure Transaction.

For this reason, the Company proposed and PURE agreed that the Company will issue Shares to PURE under the SAF Debt for Equity Conversion and PURE Share Issuance in two parts:

- (a) 54,058,627 Shares on the Implementation Date which will result in PURE having voting power of approximately 19.9% immediately following the Funding and Restructure Transaction (but before the conversion of the CCN as described in section 4.1(e) below); and
- (b) the remaining 13,841,694 Shares to which PURE is entitled under the Funding and Restructure Transaction upon PURE requesting that the Company do so and upon providing the Company with a representation that the issue of those Shares to PURE will not result in PURE or any other person breaching section 606(1) of the Corporations Act (**Additional PURE Shares**). PURE is able to request the issue of the Additional PURE Shares at any time and the Company is required to issue the Shares within 30 days of the end of the Quarter during which the relevant request was received.

Further details regarding the issue of the Additional PURE Shares are set out in Section 9.2 of this Explanatory Statement.

4.3 Prospectus for the issue of Shares

The recipients of the Shares to be issued under the Funding and Restructure Transaction are all persons to whom Shares can be issued without a prospectus under Part 6D of the Corporations Act. In order to enable those Shares to be freely tradable and quoted on ASX, the Company will lodge a Prospectus with ASIC in relation to an offer of a nominal number of Shares (expected to be 100 Shares with an issue price equal to the most recent trading price on ASX prior to lodgement of the Prospectus). This Prospectus will be lodged with ASIC on the Implementation Date.

5 TIMING OF THE FUNDING AND RESTRUCTURE TRANSACTION

The following is an indicative timetable for the Meeting and the Funding and Restructure Transaction:

Event	Date
Date of this Notice of Meeting	22 November 2023
Last day for receipt of Proxy Forms	20 December 2023
Extraordinary General Meeting of Shareholders	22 December 2023

Implementation Date for Funding and Restructure Transaction (assuming all of the Restructure Conditions other than the advance of the Lucerne Funding are satisfied by or on the date of the Meeting)	29 December 2023
Prospectus lodged with ASIC (to enable the Shares issued under the Funding and Restructure Transaction to be quoted on ASX)	29 December 2023

**This timetable is indicative only and is subject to change.*

6 KEY TERMS OF THE DEBT RESTRUCTURE DOCUMENTS

A summary of the material terms of the EFI Implementation Deed, the NHF SPV III Sale Agreement, the SAF Implementation Deed, the PFG Loan Amendment Agreement and the CCN Amendment Deed Poll is set out below.

EFI Implementation Deed	
Summary of Key Terms	<p>The EFI Implementation Deed documents the conditions of the proposed restructure of certain debt obligations incurred by the Company in connection with the advance of monies to NHF SPV III under the EFI Facility Agreement.</p> <p>On satisfaction of the conditions under EFI Implementation Deed, the "Finance Parties" and the "Manager" (each as defined in the EFI Facility Agreement) will release and discharge the Company from its obligations under the EFI Facility Agreement and related "Finance Documents".</p> <p>On and from completion of the NHF SPV III Sale, the Company and its relevant Subsidiaries must cooperate in good faith to achieve the orderly transfer of the shares in NHF SPV III to the EFI Purchaser, including but not limited to, attending to the following:</p> <ul style="list-style-type: none"> (a) transferring control of certain bank accounts relevant to the EFI Facility Agreement to the EFI Purchaser; (b) assist with notifying medical providers and claimants, related law firms and other advisors of the NHF SPV III Sale; and (c) assistance with doing all things reasonably required to ensure that all settlement proceeds and all legal proceedings, in each case, relating to the medical receivables owned by NHF SPV III are transferred to NHF SPV III.
Conditions	<p>The conditions to the EFI Implementation Deed becoming effective and triggering EFI Release are:</p> <ul style="list-style-type: none"> (a) all of the Resolutions set out in this Notice of Meeting must be passed by the requisite number of Shareholders at the Meeting; (b) completion of the SAF Debt for Equity Conversion; (c) completion of the Lucerne Share Issuance; (d) completion of the EFI Share Issuance; (e) the restructure contemplated in the SAF Implementation Deed must become effective; (f) the CCN Amendment becoming effective; and (g) completion of the NHF SPV III Sale. <p>The allotment of the shares described above are conditional on each other</p>

	<p>and will occur simultaneously.</p> <p>These conditions need to be satisfied by 31 January 2024 (or such later date agreed between the Company and the EFI Agent) and cannot be satisfied if that an Administrator or a liquidator has is appointed to the Company.</p>
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NHF SPV III Sale Agreement	
Summary of Key Terms	<p>The NHF SPV III Sale Agreement documents the NHF SPV III Sale.</p> <p>The NHF SPV III Sale Agreement includes customary representations, warranties and conditions precedent (including the retirement of existing managers and related managerial authorisation) to allow for a smooth transition on completion of the NHF SPV III Sale including notifying relevant counterparties and the provision of all relevant medical receivables contracts.</p>
Conditions	<p>The NHF SPV III Sale is not conditional on the other elements to the Funding and Restructure Transaction completing. Accordingly, the NHF SPV III Sale may proceed even if the other elements to the Funding and Restructure Transaction do not occur.</p> <p>It is currently expected that the NHF SPV III Sale will complete on or shortly after the date of the EFI Implementation Deed.</p>

SAF Implementation Deed	
Summary of Key Terms	<p>The SAF Implementation Deed documents the conditions of the proposed restructure and release of the SAF Debt and related encumbrances.</p> <p>Upon satisfaction of the conditions to the SAF Implementation Deed, the SAF Debt for Equity Conversion will occur and the SAF Lenders will release and discharge the Company and its relevant Subsidiaries from all obligations under the SAF Facility Agreement and related "Finance Documents".</p>
Conditions	<p>The conditions to SAF Implementation Deed becoming effective are:</p> <ul style="list-style-type: none"> (a) all of the Resolutions set out in this Notice of Meeting must be passed by the requisite number of Shareholders at the Meeting; (b) LAW Finance MIS must advance the Lucerne Funding as contemplated by this Notice of Meeting; (c) the CCN Amendment must become effective; (d) the NHF SPV III Sale must have completed; (e) the restructure contemplated in the EFI Implementation Deed must become effective; (f) the PFG Loan Amendment must become effective; and (g) the Lucerne Share Issuance, the EFI Share Issuance, and the SAF for Debt Equity Conversion must each have completed. <p>The allotment of the shares described above are conditional on each other and will occur simultaneously.</p> <p>These conditions need to be satisfied by 31 January 2024 (or such later date agreed between the Company and the SAF Agent (acting on the</p>

	<p>instructions of Lucerne LCF and Pure).</p> <p>The SAF Lenders are entitled to enforce their security over the Company and the relevant Subsidiaries if an Administrator or a liquidator is appointed to the Company or any other Obligor (other than JustKapital Financing Pty Ltd) which may result in these conditions being unable to be satisfied.</p>
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PFG Loan Amendment Agreement

Summary of Key Terms	The PFG Loan Amendment Agreement documents the PFG Loan Amendment.
Conditions	<p>The conditions to PFG Loan Amendment Agreement becoming effective are:</p> <ul style="list-style-type: none"> (a) the PFG Loan Amendment Agreement must duly executed by all relevant parties; (b) PFG must have received written confirmation from Law Finance MIS that Law Finance MIS has transferred \$2,350,000 to PFG; and (c) the PFG Share Issuance has completed.

CCN Amendment Deed Poll

Summary of Key Terms	The CCN Amendment Deed Poll documents the CCN Amendment
Conditions	<p>The conditions to CCN Amendment Deed Poll becoming effective are:</p> <ul style="list-style-type: none"> (a) Note Holders holding more than 50% of in value of the CCNs must approve the CCN Amendment; and (b) the SAF Implementation Deed must become effective.

7 IMPACT OF THE FUNDING AND RESTRUCTURE TRANSACTION

7.1 Pro forma statement of financial position

If the Funding and Restructure Transaction proceeds, it will have an effect on the total assets and capital structure of the Company. The impact of the Funding and Restructure Transaction on the Company's consolidated statement of financial position is set out in the unaudited pro-forma statement of financial position as at 30 June 2023 is included at Annexure B to this Notice of Meeting.

Note: The pro-forma statement of financial position is presented in an abbreviated form and does not contain all of the disclosures that are usually provided in the Company's Full Year Annual Report (**Annual Report**) prepared in accordance with applicable accounting standards, and therefore cannot be expected to provide as full an understanding of the financial position of the Company as a statement of financial position in the Annual Report. The pro-forma statement of financial position is indicative only and is not intended to be a statement of the Company's current or future financial position.

7.2 Effect on capital structure of the Company

The capital structure of the Company following the issue of Shares under the Funding and Restructure Transaction is expected to be as follows:

Shares on issue as at the date of this Notice	63,867,656 Shares.
New Shares to be issued on the Implementation Date for the Funding and Restructure Transaction (assuming the Additional PURE Shares are not issued on that date)	251,930,166 Shares.
Total Shares on issue following completion of the Funding and Restructure Transaction (prior to issue of Additional PURE Shares and conversion of the CCNs)	315,797,822 Shares.
Total number of Shares to be issued if the CCNs are converted into Shares on the Maturity Date	61,807,410 Shares.
Total number of Additional PURE Shares to be issued	13,841,694 Shares
Total number of Shares on issue following completion of the Funding and Restructure Transaction and issue of the Additional PURE Shares *	329,639,516 Shares
Total number of Shares on issue following completion of the Funding and Restructure Transaction, issue of the Additional PURE Shares and conversion of the CCNs **	391,446,926 Shares.

* Assuming no other Shares are issued or cancelled between the Implementation Date and the date of issue of the Additional PURE Shares.

** Assuming no other Shares are issued or cancelled between the Implementation Date and conversion of the CCN.

7.3 Potential dilutionary impact of the Funding and Restructure Transaction

The proposed issues of Shares under the Funding and Restructure Transaction will significantly dilute Shareholders' current ownership in the Company.

The below table shows the approximate potential dilutionary impact of the Funding and Restructure Transaction, assuming different sizes of shareholding:

Shareholding as at the date of this Notice	% control as at the date of this Notice	% control after completion of the Funding and Restructure Transaction (prior to issue of Additional PURE Shares and conversion of CCNs)	% control after completion of Funding and Restructure Transaction and issue of Additional PURE Shares (prior to conversion of CCNs)	% control after completion of the Funding and Restructure Transaction, issue of Additional PURE Shares and following conversion of CCNs

63,867,656	100%	20.22%	19.37%	16.32%
10,000,000	15.66%	3.17%	3.03%	2.55%
5,000,000	7.83%	1.58%	1.52%	1.28%
500,000	0.78%	0.16%	0.15%	0.13%
50,000	0.08%	0.02%	0.02%	0.01%

While existing Shareholders will experience significant dilution of their interest in the Company as a result of the Funding and Restructure Transaction, the Company believes that any negative effects are outweighed by the opportunities that will result for the Company to restructure its operations in the medium to long term.

7.4 Potential impact of the Funding and Restructure Transaction on control of the Company

The current substantial holders of the Company as at the date of this Notice of Meeting, based on the information provided by those holders, and the effect of the Funding and Restructure Transaction on their voting power is set out in the table below. The table also shows those parties who will become substantial holders of the Company as a result of the Funding and Restructure Transaction.

Substantial Shareholder	No. of Shares and % voting power as at date of this Notice of Meeting	No. of Shares and % of voting power following completion of the Funding and Restructure Transaction (prior to issue of Additional PURE Shares and conversion of CCNs)	No. of Shares and % of voting power following completion of the Funding and Restructure Transaction and issue of Additional PURE Shares (prior to conversion of the CCNs)	No. of Shares and % of voting power following completion of the Funding and Restructure Transaction, issue of Additional PURE Shares and conversion of the CCNs
PURE Asset Management Pty Ltd as trustee for The Income and Growth Fund	9,069,358 Shares 14.20% voting power	63,127,985 Shares 19.99% voting power	76,969,679 Shares 23.35% voting power	76,969,679 Shares 19.66% voting power
Aquasia Pty Limited (Aquasia Private Invest A/C)	4,577,460 Shares 7.48% voting power	4,777,460 Shares 1.51% voting power	4,777,460% voting power 1.45% voting power	4,777,460 Shares 1.22% voting power
Principis Master Fund SPC – Lucerne Composite Master Fund SP (and Associates)	4,107,900 Shares 6.43% voting power	4,107,900 Shares 1.30% voting power	4,107,900 Shares 1.25% voting power	63,131,730 Shares 16.13% voting power

Lucerne LCF	0 Shares 0% voting power	63,127,985 Shares 19.99% voting power	63,127,985 Shares 19.15% voting power	63,127,985 Shares 16.13% voting power
LAW Finance MIS	0 Shares 0% voting power	52,098,331 Shares 16.50% voting power	52,098,331 Shares 15.80% voting power	52,098,331 Shares 13.31% voting power

7.5 Use of funds

No funds will be raised from the issue of Shares under the Funding and Restructure Transaction, as those Shares are being issued to convert existing debt or debt instruments of the Company into equity and in consideration for the Lucerne Funding and the EFI Release.

The intended purpose of the Lucerne Funding to be paid to the Company under the Funding and Restructure Transaction is:

- (a) US\$0.95 million to fund operations of the LAW Group;
- (b) US\$1.1 million to reduce debt outstanding to PFG; and
- (c) US\$0.3 million to pay a commitment fee to Kenanga Investment Berhad, investor in the Law Finance MIS.

8 VOTING ON THE RESOLUTIONS

8.1 Key reasons to vote in favour of the Resolutions

The Company may not be able to continue as a going concern if the Funding and Restructure Transaction does not proceed

If the Resolutions are not passed at the Meeting, the Funding and Restructure Transaction will not be able to proceed and it is the view of the Board that the Company is likely to be placed into administration given that:

- (a) There are currently subsisting events of default in respect of the SAF Facility Agreement and the SAF Lenders have, subject to an Administrator or a liquidator not being appointed to the Company nor to any other Obligor (other than JustKapital Financing Pty Ltd), agreed not to take any enforcement action in relation to their debt or exercise their rights as a consequence of the existing events of default until 31 January 2024. If the Funding and Restructure Transaction proceeds, the SAF Debt will be fully extinguished pursuant to the SAF Debt for Equity Conversion described above. If the Funding and Restructure Transaction does not proceed, the SAF Lenders may seek to take enforcement action in relation to their debt.
- (b) The Lucerne Funding will not be provided and the Company may not have sufficient funds to continue to meet its obligations as they fall due.
- (c) The Company's guarantee of certain payment obligations under the EFI Facility Agreement will not be released.
- (d) The PFG Loan Amendment will not become effective which may result in PFG taking enforcement action in relation to its debt, which may include appointing a receiver to manage the realisation of the PFG Book. If the PFG Loan Amendment does not become effective, PFG will be entitled to continue to retain 100% of the proceeds of PFG Book collected until the PFG Loan is repaid in full which would

leave the Group without any operational funding. In the event that PFG takes enforcement action to recover their loan we expect that the realisable value of the PFG Book of receivables would be adversely impacted and the proceeds recovered in such a scenario may be insufficient to repay the PFG Loan in full.

- (e) The Board does not currently consider that the Company will be able to obtain alternative sources of funding.

Significant reduction of debt and strengthening of balance sheet

If the Funding and Restructure Transaction proceeds:

- (f) the Company's obligations to repay the SAF Debt will be fully extinguished (and the related security will be released);
- (g) the Company will be released from its obligations under the EFI Facility Agreement; and
- (h) the terms of the PFG Loan will be amended under the PFG Loan Amendment Agreement (as discussed above in Section 4.1(d)) which will enable the orderly wind down of the PFG Book to maximise the amount recovered while also releasing a portion of the proceeds of collections to fund the business activities of the Group.

The above steps will result in the removal of substantial debt from the Company's balance sheet and return the balance sheet to a position of net asset surplus which will enable the Board to pursue its strategic priorities into the future.

Funding for other strategic priorities

If the Funding and Restructure Transaction proceeds, the Company will be able to pursue one of its key strategic priorities, being to advance the Trident HG Joint Venture as the main source of future origination growth. Given the delay in commencement of the Trident HG Joint Venture funding the Company is also seeking other appropriate growth/investment opportunities to pursue in parallel with advancing the Trident HG Joint Venture.

Returning the balance sheet to net asset surplus will improve the Company's ability to raise new capital to support the Trident HG Joint Venture and other suitable growth/investment opportunities should they arise.

Reduced funding costs

Cash flow and profitability benefits will be achieved through reduced interest costs as a result of the Funding and Restructure Transaction.

8.2 Key reasons why you may consider voting against the Resolutions

Dilution of shareholdings of existing Shareholders

Following completion of the Funding and Restructure Transaction, Shareholders are likely to experience a significant dilution of their shareholding and therefore their capacity to influence the operations of the Company is likely to be reduced.

Please refer to the table in Section 7.3 of this Explanatory Statement for further details on the potential dilutionary impact of the Funding and Restructure Transaction.

You may believe there is a preferable solution to deal with the Company's debt position

You may believe that there is potential for an alternative option for dealing with the Company's current debt position which is preferable to any solution which the Company and its external advisers have been able to identify.

8.3 Board recommendation

The Board (other than Anthony Murphy, who is associated with Lucerne LCF) unanimously recommends that Shareholders vote in favour of each of the Resolutions in the absence of a superior proposal.

In making this recommendation, the Board has carefully considered the advantages and disadvantages of the Funding and Restructure Transaction and evaluated their relative weight in relation to the circumstances of the Company. The Board considers that the Funding and Restructure Transaction represents the best available opportunity for the Company to return to a stable and sustainable debt position. The Board believes that the sum of advantages outweighs the sum of the disadvantages and that the Funding and Restructure Transaction is in the best interests of Shareholders as a whole, for the reasons set out in this Explanatory Statement.

The Board does not have any material personal interests in the outcome of the Funding and Restructure Transaction Resolutions other than, in the case of Anthony Murphy, as a result of his association with Lucerne LCF.

Each Director intends to vote any Shares which they hold or control in favour of the Resolutions. The Chair intends to vote all available proxies in favour of the Resolutions.

9 BACKGROUND TO RESOLUTIONS

9.1 **Resolution 1** – Approval of issue of Shares to Related Party

Background

As set out above, the Funding and Restructure Transaction is conditional on each of the Resolutions being passed by Shareholders.

Resolution 1 seeks Shareholder approval for the Company to issue Shares to or as directed by Lucerne LCF pursuant to the SAF Debt for Equity Conversion and to issue Shares to Law Finance MIS pursuant to the Lucerne Share Issuance.

Please refer to Sections 1 – 3 of the Explanatory Statement for a detailed description of the Funding and Restructure Transaction, and Section 4 for an overview of the SAF Debt for Equity Conversion and the Lucerne Share Issuance.

Listing Rule 10.11 summary

LAW is proposing to issue 102,864,834 Shares to or as directed by Lucerne LCF pursuant to the SAF Debt for Equity Conversion on the terms as set out above in the preceding sections. Of these 102,864,834 Shares, 63,127,985 Shares will be issued to Lucerne LCF and in accordance with Lucerne LCF's directions, 39,736,849 Shares will be issued to Law Finance MIS.

In addition, LAW is proposing to issue 12,361,482 Shares to Law Finance MIS pursuant to the Lucerne Share Issuance.

ASX Listing Rule 10.11 provides that, unless one of the exceptions in ASX Listing Rule 10.12 applies, a listed entity must not issue or agree to issue equity securities to:

- (a) a Related Party;
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the entity;
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the entity and who has nominated a director to the board of the entity pursuant to a relevant agreement which gives them a right or expectation to do so;
- (d) an Associate of a person listed in ASX Listing Rules 10.11.1 to 10.11.13 (being those persons described in (a) – (c) above); or
- (e) a person whose relationship with the entity or a person referred to in ASX Listing Rules 10.11.1 to 10.11.4 (being those persons described in (a) – (d) above) is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it has obtained approval of its shareholders.

The issue of Shares to or as directed by Lucerne LCF and to Law Finance MIS falls within ASX Listing Rule 10.11.1 as Lucerne LCF and Law Finance MIS are Related Parties of the Company, and the issues do not fall within one of the exceptions in ASX Listing Rule 10.12.

The Company therefore requires the approval of Shareholders under ASX Listing Rule 10.11.

If Resolution 1 is passed, the Shares that LAW has agreed to issue to Lucerne LCF and Law Finance MIS will be issued and these Shares will be excluded from the calculation of the number of equity securities that the Company can issue in the future without Shareholder approval under ASX Listing Rule 7.1 (by virtue of ASX Listing Rule 7.2, exception 14).

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of Shares to Lucerne LCF and Law Finance MIS and the Funding and Restructure Transaction will not proceed.

Information regarding the Lucerne entities participating in the Funding and Restructure Transaction

Lucerne LCF will receive Shares under the Funding and Restructure Transaction because it is a SAF Lender and is therefore entitled to Shares pursuant to the SAF Debt for Equity Conversion. Lucerne LCF is a Related Party of the Company within the meaning of the ASX Listing Rule 10.11.1 because Anthony Murphy is a director of the Company and has control of Lucerne LCF. Shareholder approval is therefore required under ASX Listing Rule 10.11 for Shares to be issued to or as directed by Lucerne LCF under the Funding and Restructure Transaction.

Law Finance MIS will receive Shares under the Funding and Restructure Transaction in consideration for providing the Lucerne Funding (described in section 4.1(c) of this Explanatory Statement) and will also receive a portion of Lucerne LCF's Share entitlement under the SAF Debt for Equity Conversion.

The Company is instructed that Anthony Murphy does not control Lucerne LCF Pty Ltd (ACN 640 582 627) in its capacity as trustee of the Law Finance Managed Investment Scheme (i.e., LAW Finance MIS). However, approval is being sought on the basis that Law Finance MIS is a Related Party given that Anthony Murphy controls the trustee, Lucerne LCF Pty Ltd (ACN 640 582 627).

In addition to Lucerne LCF and Law Finance MIS, the following entities are also participating in the Funding and Restructure Transaction in the manner set out below:

- (a) Lucerne Finance will receive Shares because it is a SAF Lender and is therefore entitled to Shares under the SAF Debt for Equity Conversion;
- (b) Lucerne Finance is also a CCN Note Holder and therefore will receive Shares on conversion of the CCNs;
- (c) Principis Master Fund is a CCN Note Holder and therefore will receive Shares on conversion of the CCNs.

In the case of each of Lucerne Finance and Principis Master Fund, the Company is instructed that Anthony Murphy does not have control of these entities and they are therefore not Related Parties of the Company within the meaning of the ASX Listing Rule 10.11.

Information required by ASX Listing Rule 10.13

For the purposes of ASX Listing Rule 10.13, the following information is provided to Shareholders in relation to Resolution 1:

The name of the person	The Shares will be issued to or as directed by Lucerne LCF.
Which category in ASX Listing Rules 10.11.1 - 10.11.5 the person falls within and why	<p>Lucerne LCF is a Related Party of the Company within ASX Listing Rule 10.11.1 because Anthony Murphy is a director of the Company and has control of Lucerne LCF.</p> <p>Law Finance MIS is a Related Party of the Company within ASX Listing Rule 10.11.1 because Anthony Murphy is a director of the Company and has control of Lucerne LCF Pty Ltd (ACN 640 582 627). Law Finance MIS is</p>

	Lucerne LCF Pty Ltd in its capacity as trustee of Law Finance Managed Investment Scheme.
The number and class of securities the Company will issue	<p>The Company will issue 102,864,834 Shares to or as directed by Lucerne LCF pursuant to the SAF Debt for Equity Conversion. 63,127,985 Shares will be issued to Lucerne LCF and in accordance with Lucerne LCF's directions, 39,736,849 Shares will be issued to Law Finance MIS.</p> <p>In addition, 12,361,482 Shares will be issued to Law Finance MIS pursuant to the Lucerne Share Issuance.</p>
The price or other consideration the Company will receive for the securities	<p>The Shares to be issued under the Debt for Equity Conversion are being issued in consideration for the conversion of all outstanding indebtedness owed by the Company under the SAF Facility Agreement into equity in the Company.</p> <p>The Shares to be issued pursuant to the Lucerne Share Issuance will be issued in consideration for Law Finance MIS agreeing to provide the Lucerne Funding, being US\$2,350,000 in aggregate.</p>
If the securities are not fully paid ordinary securities, a summary of the material terms of the securities	The Shares will be fully paid on issue and will rank equally in all aspects with all existing Shares previously issued by the Company
The date on or by which the securities will be issued (which must not be more than 1 month after the date of the meeting)	If Shareholders approve Resolution 1, the Company will issue the Shares on the Implementation Date which it expects to be on or around 29 December 2023, but in any event no later than 1 month after the date of the Meeting.
The purpose of the issue, including the intended use of the funds raised by the issue	The issue of Shares under Resolution 1 is to satisfy the conversion of all outstanding indebtedness owed by the Company under the SAF Facility Agreement into equity in the Company and in consideration for the provision of the Lucerne Funding.
The material terms of the agreement under which the securities are issued	See page 16 in section 6 of this Explanatory Statement for a description of the material terms of the SAF Implementation Deed and section 4.1(f) of this Explanatory Statement for a description of the material terms of the Lucerne Share Issuance.
Voting exclusion statement	A voting exclusion statement which complies with the requirements of Listing Rule 10.13.10 is included on page 6 of this Notice of Meeting.

Chapter 2E of the Corporations Act

The Directors (with Anthony Murphy abstaining) have considered that Shareholder approval pursuant to Chapter 2E of the Corporations Act (in relation to related party benefits) is not required in respect of Resolution 1 because the Shares to be issued to or

as directed by Lucerne LCF and to Law Finance MIS will be done so on an arm's length basis and therefore fall within the exception contained in section 210 of the Corporations Act.

Directors' recommendation

The Board of Directors recommend that Shareholders vote for this Resolution.

9.2 **Resolution 2** – Approval of issue of Shares for purpose of Listing Rule 7.1

Background

Resolution 2 seeks Shareholder approval for the Company to issue all Shares under the Funding and Restructure Transaction that are not being separately approved under Resolution 1. These are the Shares to be issued to or as directed by the SAF Lenders pursuant to the SAF Debt for Equity Conversion, to the EFI Lenders pursuant to the EFI Implementation Deed, to PURE in connection with the Interim Funding and to PFG and PFG V in connection with the PFG Loan Amendment.

Please refer to Section 6 of this Explanatory Statement for a detailed description of the Funding and Restructure Transaction and the rationale for the SAF Debt for Equity Conversion, EFI Implementation Deed, the Interim Funding and the PFG Loan Amendment.

Listing Rule 7.1 summary

In summary, and subject to a number of exceptions, ASX Listing Rule 7.1 limits the amount of equity securities that a listed company can issue or agree to issue, without the approval of its shareholders, over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The issue of Shares to or as directed by the SAF Lenders, the EFI Lenders, PURE, PFG and PFG V does not fit within any of the exceptions to ASX Listing Rule 7.1, which are set out in ASX Listing Rule 7.2 (other than to the extent the issue is the subject of Resolution 1 and that resolution is passed at the meeting), and such Share issue may exceed the 15% limit in ASX Listing Rule 7.1. Therefore, the issue of Shares to or as directed by the SAF Lenders, the EFI Lenders, PURE, PFG and PFG V requires the approval of Shareholders for the purposes of ASX Listing Rule 7.1.

If Resolution 2 is passed and subject to the discussion below regarding the Additional PURE Shares, the issue of Shares to or as directed by the SAF Lenders, the EFI Lenders, PURE, PFG and PFG V will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under ASX Listing Rule 7.1.

If Resolution 2 is not passed, the Funding and Restructure Transaction will not be able to proceed and it is the view of the Board that the Company is likely to be placed into administration.

As discussed in Section 4.2 of this Explanatory Statement, the Shares to be issued under Resolution 2 includes the Additional PURE Shares, which will be issued by the Company on the instructions of PURE and provided the issue of the Additional PURE Shares will not result in PURE's voting power in the Company exceeding 20%.

If the Company receives such instructions from PURE within 3 months of the Meeting (being the deadline for the issue of Shares under Resolution 2 pursuant to ASX Listing Rule 7.3.4, as set out in the table below), issue of the Additional PURE Shares will be taken to be approved under this Resolution 2 for the purposes of ASX Listing Rule 7.1.

If, however, the Company has not received such instructions from PURE with sufficient time such that the Additional PURE Shares are able to be issued within 3 months of the Meeting, the issue of the Additional PURE Shares will not be taken to be approved for the purposes of ASX Listing Rule 7.1 and will be included in the calculation of the Company's 15% limit under ASX Listing Rule 7.1.

To this end, Resolution 2 seeks Shareholder approval under and for the purposes of ASX Listing Rule 7.1.

Information required by ASX Listing Rule 7.3

<p>The names of the persons to whom the Company will issue securities or the basis upon which those persons were or will be identified or selected</p>	<p>The Shares will be issued to or as directed by:</p> <ul style="list-style-type: none"> • the SAF Lenders; • the EFI Lenders; • PURE; and • PFG and PFG V.
<p>The number and class of securities the Company will issue</p>	<p>The Company will issue:</p> <ul style="list-style-type: none"> • 103,159,863 Shares to or as directed by SAF Lenders allocated as follows: <ul style="list-style-type: none"> • 7,305,067 Shares to Portfolio Services Pty Ltd ACN 010 565 670; • 1,826,265 Shares to Tuwele Pty Limited ACN 003 180 443 as trustee for the Rosella Superannuation Fund; • 7,960,118 Shares to Ellerston Capital Limited ACN 110 397 674; • 3,980,054 Shares to Australian Philanthropic Services Foundation Pty Limited ACN 158 036 349; • 1,990,027 Shares to Cuffe Family Foundation Pty Ltd ACN 145 870 006 as trustee for the Cuffe Family Foundation ABN 71 075 733 600; • 7,960,118 Shares to Lucerne Finance; • 1,592,029 Shares to Farr Pty Ltd ACN 103 871 772; • 3,980,055 Shares to Craig Chapman as trustee for the Nampac Discretionary Trust; • 61,719,580 Shares to PURE; • 3,652,529 Shares to Papailoa Holdings Pty Ltd ACN 629 396 372 as trustee for the Barter 2013 Trust; and • 1,194,021 Shares to Nallac Nominees Pty Ltd ACN 005 790 572 as trustee for the Callan Family Superannuation Fund; • 30,903,705 Shares to the EFI Lenders; • 6,180,741 Shares to PURE; • 5,150,618 Shares to PFG; and • 5,150,617 Shares to PFG V.
<p>If the securities are not fully paid ordinary securities, a summary of the material terms of the securities</p>	<p>The Shares will be fully paid on issue and will rank equally in all aspects with all existing Shares previously issued by the Company.</p>
<p>The date on or by which the securities will be issued (which must not be more than 3 months after the date of the meeting)</p>	<p>If Shareholders approve Resolution 2, the Company expects to issue the Shares on or around 29 December 2023, but in any event no later than 3 months after the date of the Meeting.</p> <p>In relation to the Additional PURE Shares, these shares will be issued on the instructions of PURE (as described in Section 4.2 of this Explanatory Statement). If such</p>

	instructions are not received with sufficient time such that the Additional PURE Shares are able to be issued within the 3-month period stipulated in ASX Listing Rule 7.3.4, the Additional PURE Shares will not be taken to be approved for the purposes of ASX Listing Rule 7.1.
The price or other consideration the Company will receive for the issue	<p>The Shares issued pursuant to the SAF Debt for Equity Conversion will be issued in full and final satisfaction of all outstanding indebtedness owed by the Company under the SAF Facility Agreement into equity in the Company.</p> <p>The Shares issued pursuant to the EFI Implementation Deed will be issued in consideration for the EFI Release.</p> <p>The Shares issued pursuant to the PFG Loan Amendment will be issued in consideration for PFG agreeing to the terms of the PFG Loan Amendment.</p>
The purpose of the issue, including the intended use of the funds raised by the issue	The Company will not raise funds by the issue of Shares the subject of Resolution 2. The issue of Shares is for the purposes of obtaining the relevant parties agreement to the SAF Debt for Equity Conversion, the EFI Release, the Interim Funding and the PFG Loan Amendment.
The material terms of the agreement under which the securities are issued	See Section 6 of this Explanatory Statement for a description of the material terms of the SAF Implementation Deed, the EFI Implementation Deed, the PFG Loan Amendment Agreement and section 4.1(g) of this Explanatory Statement for a description of the terms of the Interim Funding.
Voting exclusion statement	A voting exclusion statement which complies with the requirements of Listing Rule 7.3.9 is included on page 8 of this Notice of Meeting.

Directors' recommendation

The Board of Directors recommend that Shareholders vote for this Resolution.

9.3 Resolution 3 – Approval of variation to terms of Capitalising Convertible Notes held by Related Party

Background

By Ordinary Resolution for purposes of ASX Listing Rule 7.1 passed at a meeting of Shareholders on 10 March 2020, Shareholders approved the issue and allotment by the Company of CCNs to a group of the Company's then subordinated debt holders on the following material terms, as set out in the Capitalising Converting Note Deed Poll dated 5 June 2020 (**CCN Deed**) (as amended from time to time):

- (a) face value of A\$28.4 million;
- (b) 6% per annum interest rate that is capitalised;
- (c) convertible on or before 31 December 2022;
- (d) conversion price of A\$0.10 per Share; and
- (e) projected maximum number of Shares in which the CCNs are convertible to was 335,048,088 Shares (based on fully capitalised interest as of 31 December 2022).

As announced to ASX on 3 January 2023, the Company and the holders of the CCNs agreed to extend the maturity date of the CCNs by three months from 31 December 2022 to 31 March 2023, with the Note Holders agreeing that no interest would capitalise in the period up to 31 March 2023.

As announced to ASX in the 31 March Announcement, the Company reached a further agreement with the Note Holders to amend the terms of the CCNs as follows (subject to Shareholder approval as part of the Funding and Restructure Transaction):

- (f) the CCNs will have a maturity date of 30 June 2025;
- (g) the interest rate applied will be increased to 8% per annum, capitalised quarterly; and
- (h) the projected maximum number of Shares in which the CCNs are convertible to is 61,807,410 Shares, being approximately 15.8% of the re-organised Shares in the Company following the Funding and Restructure Transaction, conversion of the CCNs and issue of the Additional PURE Shares.

The 31 March Announcement also noted that, pending Shareholder approval of the Funding and Restructure Transaction, the Note Holders agreed to postpone the maturity date under the CCNs by three months to 30 June 2023 to allow time to complete documentation required to give effect to the Funding and Restructure Transaction. The Note Holders also agreed that no interest will be capitalised in the period from 1 January 2023 to 30 June 2023.

As announced to ASX on 3 July 2023, the Company reached further agreement with the Note Holders to extend the maturity date until 30 September 2023.

The Company and Note Holders have agreed to extend the maturity date until 31 December 2023.

A summary of the key terms of the CCNs is included in Annexure A to this Notice of Meeting.

Listing Rule 7.1 summary

The Company has agreed to amend the terms of the CCNS, as summarised in Section 4.1(e) of this Explanatory Statement.

Please refer to the summary of ASX Listing Rule 7.1 in Section 9.2 of this Explanatory Statement.

The amended terms of the CCNs, which involve the issuance of additional Shares to the Note Holders on conversion, do not fit within any of the exceptions to ASX Listing Rule 7.1, which are set out in ASX Listing Rule 7.2, and such Share issue may exceed the 15% limit in ASX Listing Rule 7.1. Therefore, the proposed amendments to the terms of the CCN require the approval of Shareholders for the purposes of ASX Listing Rule 7.1.

If Resolution 3 is passed, the Company will be able to proceed with the restructure of the terms of the CCN and can issue Shares to the Note Holders on conversion of the CCNs without requiring further Shareholder approval for the purposes of Listing Rule 7.1.

If Resolution 3 is not passed, the Funding and Restructure Transaction will not be able to proceed and it is the view of the Board that the Company is likely to be placed into administration.

To this end, Resolution 3 seeks Shareholder approval under and for the purposes of ASX Listing Rule 7.1.

Information required by ASX Listing Rule 7.3

For the purposes of ASX Listing Rule 7.3, the following information is provided to Shareholders in relation to Resolution 3:

The names of the persons to whom the Company will issue securities or the basis upon which those persons were or will be identified or selected	The CCNs were issued to the Note Holders on 9 June 2020.
The number and class of securities the Company will issue	The Company has issued the CCNs and is seeking approval to amend their terms, such that the CCNs may be converted into up to 61,807,410 Shares (assuming they are converted on the Maturity Date) at a price of A\$0.37055854 per Share.
If the securities are not fully paid ordinary securities, a summary of the material terms of the securities	A summary of the material terms and conditions of the CCNs is set out in Annexure A. If converted, the Shares will be fully paid on issue and will rank equally in all aspects with all existing Shares previously issued by the Company.
The date on or by which the securities will be issued (which must not be more than 3 months after the date of the meeting)	The CCNs were issued on 9 June 2020 following receipt of Shareholder approval at a meeting of the Company held on 10 March 2020. The Shares to be issued on conversion of the CCNs will be issued in accordance with the permitted timeframe in the CCN Deed, or otherwise on the amended maturity date of 30 June 2025.
The price or other consideration the Company will receive for the issue	As announced to ASX on 23 April 2021, Funds were not raised from the issue of the CCNs as they were issued to convert existing subordinated debt.
The purpose of the issue, including the intended use of the funds raised by the issue	Funds were not raised from the issue of the CCNs as they were issued to convert existing subordinated debt. Subject to all other Resolutions being passed, if Resolution 3 is passed, the Company will be able to proceed with the Funding and Restructure Transaction (subject to all other conditions being met) and will be permitted to issue additional Shares to the Note Holders on the terms of the amended CCN Deed.
Voting exclusion statement	A voting exclusion statement which complies with the requirements of Listing Rule 7.3.9 is included on page 10 of this Notice of Meeting.

Directors' recommendation

The Board of Directors recommend that Shareholders vote for this Resolution.

10 ENQUIRIES

Shareholders are asked to contact the Company Secretary, Phillip Smith, via email at: phil.smith@lawfinance.com.au if they have any queries in respect of the matters set out in these documents.

Glossary

31 March Announcement means the announcement released to ASX on 31 March 2023 entitled “Conditional funding transaction and CNN extension”.

A\$ or \$ means Australian dollars.

Additional PURE Shares has the meaning given to that term in Section 4.2 of the Explanatory Statement.

Administrator means an “Administrator” as defined in the Corporations Act.

AEDT means Australian Eastern Daylight Time as observed in Sydney, New South Wales.

Associate has the meaning given to it by the ASX Listing Rules.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of 20 Bridge Street, Sydney, NSW 2000.

ASX Listing Rules or **Listing Rules** means the official ASX Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Board means the current board of Directors of the Company.

Business Day means a day on which trading takes place on the stock market of ASX.

Capitalising Convertible Notes or **CCNs** means the capitalising convertible notes issued by the Company under a deed poll dated 5 June 2020.

CCN Amendment has the meaning given to that term on in Section 4.1(e) of the Explanatory Statement.

CCN Amendment Deed Poll means the deed poll executed or to be executed by the Company in connection with the CCN Amendment.

CCN Deed has the meaning given to that term in Section 9.3 of the Explanatory Statement.

Chair means the person chairing the Meeting.

Company means LawFinance Limited ACN 088 749 008.

Corporations Act means the *Corporations Act 2001* (Cth) as amended or replaced from time to time.

Debt Restructure Documents has the meaning given to that term in Section 3 of the Explanatory Statement.

Director means a director of the Company.

EFI Agent means EFI Cayman SPC – NHF SPV III for and on behalf of the NHF SPV III Segregated Portfolio.

EFI Facility Agreement means the syndicated facility agreement dated 4 December 2020 (as amended from time to time included as amended and restated on or around 21 April 2021) between, among others, the Company, NHF SPV III and EFI Cayman SPC for and on behalf of NHF SPV III Segregated Portfolio.

EFI Implementation Deed means the document entitled ‘Implementation Deed – NHF SPV III’ entered into or to be entered into between, among others, the Company, the EFI Agent, the EFI Lenders, NHF SPV III and National Health Finance DM, LLC.

EFI Purchaser means EHF SPV IV, LLC.

EFI Lenders means each of the EFI Agent, EHF SPV1 LLC, Andromeda Blue S.À R.L and Ronald

Alejandro Velez.

EFI Release means the unconditional and irrevocable release and discharge of all the Company's obligations under the EFI Facility Agreement, including the Company's guarantee of certain payment obligations under the EFI Facility Agreement pursuant to the terms of the EFI Implementation Deed.

EFI Share Issuance means the Share issuance described in Section 4.1(i) of the Explanatory Statement.

Explanatory Statement means the explanatory statement accompanying this Notice of Meeting.

Extraordinary General Meeting or **EGM** or **Meeting** means an extraordinary general meeting of the Company and, unless otherwise indicated, means the meeting of the Company's Shareholders convened by this Notice of Meeting.

Funding and Restructure Transaction means the Funding and Restructure Transaction described in detail in Section 1 of the Explanatory Statement.

Group means the Company and each of its Subsidiaries.

Implementation Date means the date the Funding and Restructure Transaction is implemented in accordance with the Debt Restructure Documents (which require the Implementation Date to occur within 5 Business Days after Shareholder approval for the Funding and Restructure Transaction has been obtained).

Interim Funding means has the meaning given to that term in section 4.1(g) of the Explanatory Statement.

Law Finance MIS means Lucerne LCF Pty Ltd ACN 640 582 627 in its capacity as trustee of the Law Finance Managed Investment Scheme.

Lucerne LCF means Lucerne LCF Pty Ltd ACN 640 582 627 in its personal capacity.

Lucerne Finance means Lucerne Finance Pty Ltd ACN 618 123 845.

Lucerne Funding means the funding described in section 4.1(c) of the Explanatory Statement.

Lucerne Share Issuance means the Share issuance described in section 4.1(f) of the Explanatory Statement.

Obligor means certain Subsidiaries of the Company that granted security in connection with the SAF Facility Agreement.

Michigan Contractual Claims means contractual claims relating to the 'Rogers Park' settlement and the Michigan contractual claims relating to 411 Help, LLC, Gravity Imaging, LLC, Capital Healthcare, LLC, Physiatry and Rehabilitation Associates, LLC, and Spine and Health, PLLC, collected in connection with the PFG Loan Agreement.

NHF Holdings means JustKapital NHF USA Holdings, LLC.

NHF SPV III means NHF SPV III, LCC.

NHF SPV III Sale means the transaction described in Section 4.1(b) of the Explanatory Statement.

NHF SPV III Sale Agreement means the "LLC Interest Purchase Agreement" entered into or to be entered into between, among others, the Company, NHF SPV III, NHF Holdings, and EHF SPV IV, LLC in connection with the sale by JustKapital NHF USA Holdings, LLC of its 100% shareholding in NHF SPV III.

Note Holders means the holders of the Capitalising Convertible Notes issued and allotted on 9 June 2020, being Kiers & Co Pty Ltd ATF D. Kiers Superannuation Fund, Fordra Investments Pty Ltd, Pick Management Pty Ltd ATF Pick Family Super Fund, Lucerne Finance, Heather Gee and Principis Master Fund.

Notice of Meeting means this notice of extraordinary general meeting of Shareholders dated 22 November 2023 including the Explanatory Statement.

Ordinary Resolution means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

PFG means Partners For Growth VI, L.P.

PFG Book means the book of receivables owned by NHF SPV IV, LLC and secured in favour of PFG in connection with the PFG Loan Agreement.

PFG Borrowers means each of:

- a) NHF SPV IV, LLC; and
- b) National Health Finance DM, LLC.

PFG Loan means the loan advanced by PFG (and any relevant participants) pursuant to the terms of the PFG Loan Agreement.

PFG Loan Agreement means the loan and security agreement between NHF Holdings, PFG, NHF SPV IV, LLC, and others dated 14 April 2023 (as amended from time to time, including in accordance with the SAF Implementation Deed).

PFG Loan Amendment means the proposed amendments to the PFG Loan Agreement described in section 4.1(d) of the Explanatory Statement.

PFG Loan Amendment Agreement has the meaning given to that term in section 3(b) of the Explanatory Statement.

PFG Receivables means the medical receivable proceeds collected in connection with the PFG Loan Agreement other than the Michigan Contractual Claims.

PFG Share Issuance means the Share issuance described in section 4.1(h) of the Explanatory Statement.

PFG V means Partners for Growth V, L.P.

PURE means Pure Asset Management Pty Ltd as trustee for The Income and Growth Fund.

PURE Share Issuance means the Share issuance described in section 4.1(g) of the Explanatory Statement.

Principis Master Fund means Principis Master Fund SPC as trustee for the Lucerne Composite Master Fund SP.

Proxy Form means the proxy form attached to this Notice of Meeting.

Quarter means each period of three calendar months expiring on 31 March, 30 June, 30 September and 31 December.

Related Party has the meaning given to that term in the ASX Listing Rules.

Resolutions means the resolutions set out in this Notice of Meeting, or any one of them, as the context requires.

Restructure Conditions means the conditions to the Funding and Restructure Transaction described in detail in section 3 of the Explanatory Statement.

SAF Agent means EQT Australia Pty Ltd ABN 88 111 042 132.

SAF Debt means of all indebtedness outstanding to the SAF Lenders under the SAF Facility Agreement and associated "Finance Documents" (as defined in the SAF Facility Agreement).

SAF Debt for Equity Conversion means the transaction described in section 4.1(a) of the Explanatory Statement.

SAF Facility Agreement means the Secured Term Syndicated Facility Agreement dated 27

September 2018 (as amended from time to time, including as amended and restated on 5 May 2022).

SAF Implementation Deed means the document entitled 'Implementation Deed – SAF' entered into or to be entered into between, among others, SAF Agent, the Company and the SAF Lenders.

SAF Lenders means Lucerne LCF, Portfolio Services Pty Ltd ACN 010 565 670, Tuwele Pty Limited ACN 003 180 443 as trustee for the Rosella Superannuation Fund, Ellerston Capital Limited ACN 110 397 674, Australian Philanthropic Services Foundation Pty Limited ACN 158 036 349, Cuffe Family Foundation Pty Ltd ACN 145 870 006 as trustee for the Cuffe Family Foundation ABN 71 075 733 600, Lucerne Finance, Farr Pty Ltd ACN 103 871 772, Craig Chapman as trustee for the Nampac Discretionary Trust, PURE, Papailoa Holdings Pty Ltd ACN 629 396 372 as trustee for the Barter 2013 Trust, and Nallac Nominees Pty Ltd ACN 005 790 572 as trustee for the Callan Family Superannuation Fund.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a holder of a Share.

Share Registry means Automic Pty Ltd, Level 5, 126 Phillip Street, Sydney NSW 2000.

Subsidiaries means the subsidiaries of the Company where the term subsidiary has the meaning given in the Corporations Act.

Trident HG Joint Venture means the joint venture arrangement between Accelerated Account Management, LLC, Madaket Co., LLC and Hummingbird Financial LLC dated 30 March 2022 in respect of Trident Health Group, LLC.

Annexure A – Summary of Capitalising Convertible Note material terms

Outstanding Amount

The aggregate outstanding amount (including capitalised interest) of the Capitalising Convertible Notes as at 31 December 2023 will be A\$20,455,347. The aggregate outstanding amount (including capitalised interest) of the Capitalising Convertible Notes as at the Maturity Date will (assuming none of the Note Holders convert prior to that date) be approximately A\$22,903,264.

Coupon

On and from 31 December 2023, the Capitalising Convertible Notes will earn interest at 8% per annum, capitalised quarterly.

Denomination

The Capitalising Convertible Notes are in Australian dollars.

Maturity

The Capitalising Convertible Notes will mature on 30 June 2025, however they may be converted into Shares at the option of the Note Holder at any time prior to 30 June 2025.

Conversion

The Capitalising Convertible Notes will convert into fully paid ordinary shares in the Company at a conversion price of A\$0.37055854 per Share.

Annexure B – Proforma Balance sheet

The unaudited pro-forma consolidated balance sheet of the Company Balance with reference to the Company's Preliminary Financial Report as at 30 June 2023 is as follows:

Pro Forma Balance Sheet as at 30 June 2023							
USD in '000s	30-06-2023 (Preliminary Financial Report un-Audited)	Tranche 2 Funding via PFG Loan Participation	Fund raising fee (Kenanga)	PFG Facility - Repay \$1.1m and cancel \$0.75m Make Good Fee	SAF Facility - Debt for equity conversion	EFI Facility Restructuring Transactions	Pro Forma
Assets							
Current assets							
Cash and cash equivalents	745	2,350	(300)	(1,100)			1,695
Financial assets at amortised cost - USA	6,693						6,693
Other receivables	133						133
Prepayments	115						115
Total current assets	7,686	2,350	(300)	(1,100)	-	-	8,636
Non-current assets							
Financial assets at amortised cost - USA	7,760					(2,602)	5,158
Other receivables	9						9
Property, plant and equipment	43						43
Right-of-use assets	114						114
Total non-current assets	7,926	-	-	-	-	(2,602)	5,324
Total assets	15,612	2,350	(300)	(1,100)	-	(2,602)	13,960
Liabilities							
Current liabilities							
Trade and other payables	248						248
Accruals	1,030			(750)			280
Borrowings	53,315	2,350		(1,100)	(18,657)	(25,208)	10,700
Lease liabilities	43						43
Employee benefits	48						48
Total current liabilities	54,684	2,350	-	(1,850)	(18,657)	(25,208)	11,319
Non-current liabilities							
Borrowings	139						139
Lease liabilities	102						102
Total non-current liabilities	241	-	-	-	-	-	241
Total liabilities	54,925	2,350	-	(1,850)	(18,657)	(25,208)	11,560
Net Assets / (Liabilities)	(39,313)	-	(300)	750	18,657	22,606	2,400
Equity¹							
issued capital	102,671				1,500	225	104,396
Capitalising converting notes	14,460						14,460
reserves	28,757				17,157	22,381	68,295
Accumulated losses	(184,700)		(300)	750			(184,250)
non controlling interest	(501)						(501)
Total Surplus (Deficiency)	(39,313)	-	-	-	-	-	2,400

1. In accordance with applicable accounting standards an assessment of the fair value of the shares in the Company being issued to the EFI Lenders and SAF Lenders in accordance with the restructuring agreements is required. For the purposes of this assessment the Company has used the pro-forma net asset value of the Group post restructuring (as set out above) as the basis for assessing fair value of the Shares. This assessment may change once a market value of the Shares post restructuring is available. This value has been applied to 'issued capital' while the balance of the movement in net assets from the EFI Facility Agreement and SAF Facility Agreement debt restructurings has been applied to 'Reserves' to recognise a gain on restructuring

Your proxy voting instruction must be received by **11.00am (AEDT) on Wednesday, 20 December 2023**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

If you are entitled to cast 2 or more votes at the meeting, you may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



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