

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme PM Capital Global Opportunities Fund Limited (ASX: PGF)

ACN/ARSN 166 064 875

**1. Details of substantial holder (1)**

Name Regal Partners Limited (ACN 129 188 450) (RPL), New Highland Pty Limited (ACN 121 604 500) as trustee for the King Family Trust and New Highland Pty Limited (ACN 121 604 500) as trustee for the Philip King Family Trust (together, the **New Highland Parties**) and Philip King

ACN/ARSN (if applicable) \_\_\_\_\_

The holder became a substantial holder on 20 December 2023

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	65,510,087 <sup>1</sup>	65,510,087	16.01%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Regal Partners Limited	Relevant interest under section 608(1)(c) of the Corporations Act 2001 (Cth) pursuant to the terms of converting redeemable preference shares issued as partial consideration of the acquisition by RPL of 100% of the issued share capital of PM Capital Limited ( <b>Converting Share Terms</b> ), as described in RPL's ASX Announcement dated 3 November 2023.  A copy of the Converting Share Terms are attached to this notice as Annexure A.	65,510,087 fully paid ordinary shares
The New Highland Parties	Relevant interest under section 608(3) of the Corporations Act 2001 (Cth)	65,510,087 fully paid ordinary shares
Philip King	Relevant interest under section 608(3) of the Corporations Act 2001 (Cth)	65,510,087 fully paid ordinary shares

**4. Details of present registered holders**

<sup>1</sup> As notified to RPL.

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:<sup>2</sup>

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Regal Partners Limited, The New Highland Parties and Philip King	Morgan Stanley (custodian) / HSBC Custody Nom (Aust) (sub-custodian)	George Hawkins Pty Limited	4,061,540 fully paid ordinary shares
Regal Partners Limited, The New Highland Parties and Philip King	George Hawkins Pty Limited	George Hawkins Pty Limited	634,087 fully paid ordinary shares
Regal Partners Limited, The New Highland Parties and Philip King	Horizon Investments Australia Pty Limited as trustee for Hawkins Trust	Horizon Investments Australia Pty Limited as trustee for Hawkins Trust	12,014,620 fully paid ordinary shares
Regal Partners Limited, The New Highland Parties and Philip King	Morgan Stanley (custodian) / HSBC Custody Nom (Aust) (sub-custodian)	Horizon Investments Australia Pty Limited as trustee for Hawkins Trust	29,588,175 fully paid ordinary shares
Regal Partners Limited, The New Highland Parties and Philip King	Roaring Lion Pty Limited as trustee for Roaring Lion Super Fund	Roaring Lion Pty Limited as trustee for Roaring Lion Super Fund	19,211,665 fully paid ordinary shares

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Regal Partners Limited	20 December 2023	N/A	N/A – relevant interest arose by virtue of the Converting Share Terms	65,510,087 fully paid ordinary shares
The New Highland Parties	20 December 2023	N/A – deemed relevant interest		65,510,087 fully paid ordinary shares
Philip King	20 December 2023	N/A – deemed relevant interest		65,510,087 fully paid ordinary shares

#### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

<sup>2</sup> As notified to RPL.

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**7. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
Regal Partners Limited	Level 47, 1 Macquarie Place Sydney NSW 2000
The New Highland Parties	Level 47, 1 Macquarie Place Sydney NSW 2000
Philip King	Level 47, 1 Macquarie Place Sydney NSW 2000

## Signature

print name Ian Cameron capacity Company Secretary, RPL

sign here  date 22/12/2023

print name Philip King capacity NHL / Philip King

sign here  date 22/12/2023

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## Annexure A

This is Annexure "A" of 20 pages (including this page) referred to in the accompanying Form 603.

### Signature

print name Ian Cameron

capacity Company Secretary, RPL

sign here



date

22/12/2023

## Converting Share Terms

### 1 Definitions and Interpretation

1.1 Unless the context requires otherwise, the following definitions shall apply.

**Appendix 2A** means an appendix 2A in the form set out in the Listing Rules.

**Affiliate** means, with respect to any person:

- (a) any other person which, directly or indirectly (including through one or more intermediaries), Controls, is Controlled by, or is under common Control with, such first person;
- (b) the spouse, mother, father, brother, sister or child over the age of 18 of such first person;
- (c) the legal personal representative of such first person; or
- (d) any fund(s), non-profit organisations or charitable trusts (or any entity established as part of the fund(s), non-profit organisations or charitable trusts) which are Controlled, managed or advised by such first person (or over which such first person has influence), or their respective custodians, nominees, trustees or Affiliates.

**Associate** has the meaning given in section 12 of the Corporations Act.

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

**Beneficial Holder** means each beneficial owner of the Sale Shares, legal title to which are held by the Subscriber.

**Cause** means termination of the Employment by the Company for 'serious misconduct' as defined in the Employment Agreement and does not include, for the avoidance of any doubt, the Voluntary Departure Circumstances.

**Change of Control** means, in relation to an entity:

- (a) a person who Controls the entity as at the date of the SPA subsequently ceases to Control the entity; or
- (b) a person who does not Control the entity as at the date of the SPA subsequently acquires Control of the entity.

**Claim** means any claim, Demand, legal proceedings or cause of action including any claim, Demand, legal proceedings or cause of action based in contract, tort (including misrepresentation or negligence), under common law or under statute in any way relating to any Transaction Document and includes a claim, demand, legal proceeding or cause of action arising from any breach of warranty or indemnity.

**Company** means PM Capital Limited ACN 083 644 731.

**Company Fund** means any Fund as to which the Company is appointed as investment manager.

**Company Mandate** means any investment product or investment strategy, other than a Fund, to which the Company (or the Company's investment team) is appointed as investment manager.

**Constitution** means the constitution of Regal.

**Contingent Converting Shares** means Converting Shares issued in respect of the Contingent Scrip Consideration and any further Converting Shares issued in respect of the reinvestment of dividends payable on the Contingent Converting Shares as contemplated in clause 3.1(b).

**Contingent Vesting Period** means the period from the date on which the Contingent Converting Shares are issued until 1 July 2028; or such earlier date on which all of the Contingent Converting Shares have either been redeemed or have converted into Regal Shares.

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

**Converting Share** means a fully paid converting redeemable preference share in the capital of Regal issued on the terms set out in these Converting Share Terms.

**Converting Share Terms** means these terms of issue.

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

**Dealing** in respect of any security means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of;
- (b) create, or agree or offer to create, any Security Interest in;
- (c) enter into any option which, if exercised, enables or requires the Holder to sell, assign, transfer or otherwise Dispose of; or
- (d) do, or omit to do, or agree to do, or agree to omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any interest in or economic benefit of,

that security or any legal, beneficial or economic interest in that security, and **Deal** and **Dealt** each have a corresponding meaning.

**Deferred Converting Shares** means Converting Shares issued in respect of the Deferred Scrip Consideration.

**Deferred Vesting Period** means the period from the date on which the Deferred Converting Shares are issued until 1 October 2026, or such earlier date on which all of the Deferred Converting Shares have either been redeemed or have converted into Regal Shares.

**Dispose** means to dispose of, directly or through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over an asset;
- (c) using an asset as collateral;
- (d) decreasing an economic interest; or
- (e) disposing part of an asset.

**DRP Rules** means the 'Rules of the Dividend Reinvestment Plan' as announced to the ASX in relation to Regal on 24 February 2023.

**Employment** means the employment relationship between the Company and Paul Moore pursuant to the Employment Agreement.

**Employment Agreement** means the employment agreement entered into between the Company and Paul Moore in the form agreed to in writing by Regal and the Subscriber on or before the exchange of the SPA (and any successor agreement).

**Fund** means any managed investment scheme, listed investment company or other form of collective investment vehicle.

**Funds under Management** means the aggregate market value of all funds under management in respect of the PM Funds as calculated at the relevant time excluding:

- (a) performance and management fees;
- (b) any managed investment scheme, listed investment company or other form of collective investment vehicle in respect of which the Company does not receive fees on a net basis in connection with that management arrangement;
- (c) all actual or anticipated outflows disclosed in redemption notices received by the Company;
- (d) capital contributed, on which no Buyer Group member (other than the Company) generates revenue, to the PM Funds by:
  - (i) Regal or any of its Related Bodies Corporate, including capital contributed from a fund, company, portfolio or any vehicle which is managed by Regal or its Related Bodies Corporate (excluding VG1);
  - (ii) the Holder, the Beneficial Holders and their respective Affiliates;
  - (iii) the Regal Foundation, any trustee of the Regal Foundation, or any director, officer or member of any trustee of the Regal Foundation;
  - (iv) any employee of the Regal Group (**Regal Personnel**);
  - (v) any spouse (including any former spouse) or child (whether natural or adopted) of any Regal Personnel (**Regal Personnel Relations**);
  - (vi) any company associated with any Regal Personnel where the majority of the shares in the company are owned, legally and beneficially, solely or jointly, by such Regal Personnel, a Regal Personnel Relation or trustees of a Regal Personnel Trust of such Regal Personnel and where the affairs of the company are Controlled (solely or jointly) by such Regal Personnel (**Regal Personnel Company**); and
  - (vii) any family trust associated with any Regal Personnel (**Regal Personnel Trust**), being a family trust under which any Regal Personnel or a Regal Personnel Relation or Regal Personnel Company of such Regal Personnel:
    - (A) has acquired a material interest, whether legal or beneficial, direct or indirect, vested or unvested, in any trust property; or
    - (B) receives, is entitled to receive, or may become entitled to receive, any material distribution of any of the income or capital of the trust.]

**Holder** means a person who, on SPA Completion, will be the person who receives the Subscription Shares pursuant to the Subscription Deed and the SPA.

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,



board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

**Insolvency Event** means, in respect of any person:

- (a) the person is unable to or states that it is unable to pay its debts as they fall due or stops or threatens to stop paying its debts as they fall due or is insolvent within the meaning of section 95A of the Corporations Act;
- (b) where the person is a natural person, the person has committed an act of bankruptcy within the meaning of section 40 of the *Bankruptcy Act 1966* (Cth) or become bankrupt within the meaning of section 5 of the *Bankruptcy Act 1966* (Cth);
- (c) any indebtedness of the person is subject to a moratorium;
- (d) where the person is a corporation, the corporation is dissolved (whether pursuant to chapter 5A of the Corporations Act or otherwise);
- (e) a liquidator, provisional liquidator or administrator has been appointed to the person, a controller (as defined in section 9 of the Corporations Act) has been appointed to any property of the person or an event occurs which gives any other person a right to seek such an appointment;
- (f) an order has been made, a resolution has been passed or proposed in a notice of meeting or in an announcement to any recognised securities exchange, or an application to court has been made for the winding up or dissolution of the person or for the appointment of a liquidator, provisional liquidator, administrator or controller to the person or for the entry into of any arrangement, compromise or composition with, or assignment for the benefit of, creditors of the person or any class of them;
- (g) the person enters into or takes any steps with a view to entering into, any safe harbour or similar arrangement within the meaning of section 588GA of the Corporations Act or any other similar or equivalent law or regulation;
- (h) a security interest (as defined in section 51A of the Corporations Act) becomes enforceable or is enforced over, or a writ of execution, garnishee order, Mareva injunction or similar order has been issued over or is affecting, all or a substantial part of the assets of the person; or
- (i) the person has otherwise become, or is otherwise taken to be, insolvent in any jurisdiction or an event occurs in any jurisdiction in relation to the person which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (h) above inclusive.

**Issuer Group** means the Issuer and all the Related Entities of the Issuer from time to time, including, following SPA Completion, the Company (and each of them is an **Issuer Group Member**).

**MAPP Trust** means the trust entitled 'MAPP Trust' created under the trust deed dated 25 November 2005.

**NTA** means net tangible assets.

**PGF** means PM Capital Global Opportunities Fund Limited (ACN 166 064 875) (ASX:PGF).

**PM Capital** means PM Capital Limited ACN 083 644 731.

**PM Funds** means PGF, PM Capital Global Companies Fund, PM Capital Australian Companies Fund, PM Capital Enhanced Yield Fund, PM Capital Long Term Investment Fund; and PM Capital Global Long Fund, and any other investment funds, managed or separate accounts, funds of one, co-investment funds, special purpose vehicles, co-investments, special purpose investments and other revenue producing arrangements managed by PM Capital.

**Record Date** means, in respect of a dividend, the date nominated by Regal's directors for the purpose of identifying the shareholders of Regal who are entitled to receive that dividend.

**Redeem** means, in connection with the Converting Shares, a redemption of such shares, but excludes for the avoidance of doubt any buy-back, reduction of capital, or other cancellation or any combination of such activities, and **Redeemed**, **Redeemable** and **Redemption** have the corresponding meanings.

**Redemption Amount** has the meaning given in clause 5.8.

**Redemption Date** means the date on which Redemption of Converting Shares will occur as determined by Regal, being:

- (a) in relation to a Redemption under clause 5.2, a date on or after the date on which the relevant event occurs;
- (b) in relation to a Redemption under clause 5.10, a date on or after the date on which Regal becomes entitled to Redeem the Converting Shares under the SPA; and
- (c) in relation to a Redemption under clause 5.4, a date on or after 1 August 2028.

**Redemption Notice** has the meaning given in clause 5.5.

**Regal** or **Issuer** means Regal Partners Limited (ACN 129 188 450).

**Regal Share** means a fully paid ordinary share in Regal.

**Register** means the register of Converting Shares maintained by Regal.

**Registered Address** means, in relation to a Holder, the address of that Holder as shown in the Register.

**Related Entity** means, with respect to any person, any other person that Controls, is Controlled by, or is under common Control with, such person.

**Revenue Realised** means, as at a Test Date:

- (a) all responsible entity, administration and investment management (including performance fee) revenue, net of rebates (for the avoidance of doubt, any waiver of rebates in respect of the holdings of Paul Moore and / or his Related Entities in PGF shall be irrevocable), as it becomes receivable:
  - (i) by the Company; and
  - (ii) by the MAPP Trust but only in the period to and including the date of SPA Completion; *plus*
- (b) all revenue generated by the Issuer Group (other than the Company) from Company Funds, Company Mandates or investment product/strategy managed by the

Company's investment team (or emulating such Company Funds, Company Mandates or investment product/strategy); *plus*

- (c) the amount of any reduction that Paul Moore elects to apply to the PM Capital bonus pool otherwise capable of allocation to PM Capital investment team members under clause 19.1(g) of the SPA,

in the period from 1 July 2023 to the relevant Test Date, as calculated and set out in the relevant 'Revenue Statement'(s) (as defined in the SPA) which have been prepared and finalised in accordance with the SPA, and for the avoidance of doubt, no revenue referred to in this definition can be double counted.

**Sale Shares** means all of the issued shares in the capital of the Company, being:

- (a) 968,648 class A shares;
- (b) 1,275,000 class B shares; and
- (c) 11,639,144 class C shares.

**Scrip Consideration** means the Converting Shares to be issued to the Subscriber on the Converting Share Terms, being the aggregate number of Converting Shares calculated by dividing:

- (a) \$90,000,000 by the Transaction Issue Price (rounded up to the nearest whole Converting Share) (**Deferred Scrip Consideration**); and
- (b) \$40,000,000 by the Transaction Issue Price (rounded up to the nearest whole Converting Share) (**Contingent Scrip Consideration**).

**Security Interest** means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind, including:

- (a) anything which gives a creditor priority to other creditors with respect to any asset; and
- (b) retention of title (other than in the ordinary course of day-to-day trading) and a deposit of money by way of security,

and, in each case, includes any agreement to create any of them or allow any of them to exist.

**SPA** means the share purchase agreement between, amongst others, PM Capital Limited (ACN 083 644 731), the Issuer and Subscriber, dated 2 November 2023.

**SPA Completion** means 'Completion' as defined under the SPA.

**Subscriber** means Horizon Investments Australia Pty Limited (ACN 084 577 444) as trustee for the Beneficial Holders

**Subscription Deed** means the subscription deed between Horizon Investments Australia Pty Limited (ACN 084 577 444) and Regal Partners Limited (ACN 129 188 450) dated 2 November 2023.

**Subscription Shares** means the number of Converting Shares to be issued as calculated in accordance with the SPA.

**Subsidiary** has the meaning given to it in the Corporations Act.

**Test Date** means each of:

- (a) 1 July 2026;
- (b) 1 July 2027; and
- (c) 1 July 2028.

**Transaction Documents** means:

- (a) the Subscription Deed; and
- (b) the SPA;

and each is a **Transaction Document**.

**Transaction Issue Price** means \$1.889.

**Voluntarily Departed** means the date when Paul Moore's Employment has terminated because of a Voluntary Departure Circumstance.

**Voluntary Departure Circumstances** means where Paul Moore resigns or gives notice of termination of the Employment, other than as a result of:

- (a) a repudiatory or material breach of the Employment Agreement by PM Capital or the commission of any other act which at common law would entitle Paul Moore to terminate the Employment without notice (including, without limitation, whether any breach is one event or a multitude of events);
- (b) Paul Moore terminating the Employment Agreement in accordance with clause 18.4 of the Employment Agreement;
- (c) the death of Paul Moore;
- (d) Paul Moore suffering permanent physical or mental incapacity, or a disability or serious illness that prohibits or restricts his ability to discharge his employment duties, subject to producing to Regal satisfactory evidence of such incapacity, disability or serious illness;
- (e) where, after the date of the SPA, Paul Moore is required to care for his parent, spouse or lineal descendent who becomes physically or mentally incapacitated permanently, or is found to be suffering from a disability or serious illness, in each case after the date of the SPA, subject to producing to Regal satisfactory evidence of such incapacity, disability or serious illness; or
- (f) termination of the Employment by way of mutual agreement.

### **Interpretation**

1.2 In the interpretation of these Converting Share Terms, the following provisions apply unless the context otherwise requires:

- (a) a reference to dollars or \$ means Australian dollars and all amounts payable are payable in Australian dollars;

- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or Government Agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other gender;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to the word **owing** means actually or contingently owing, and **owe** and **owed** have an equivalent meaning;
- (g) a reference to a party or clause is a reference to a party or clause of or to these Converting Share Terms;
- (h) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (i) headings are inserted for convenience only and do not affect the interpretation of these Converting Share Terms; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of these Converting Share Terms.

#### **Business day; references to and calculations of time**

- 1.3 In these Converting Share Terms, unless the context otherwise requires:
- (a) a reference to a business day means a day other than a Saturday, Sunday or public holiday on which banks are open for business generally in Sydney, New South Wales;
  - (b) a reference to a time of day means that time of day in the place whose laws govern the construction of these Converting Share Terms;
  - (c) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
  - (d) a term of these Converting Share Terms which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- 1.4 Where the context permits, capitalised terms used but not defined in these Converting Share Terms have the meaning given to them in the Corporations Act.

## **2 Issue of Converting Shares**

### **Terms of issue**

- 2.1 These terms set out the terms on which the Converting Shares are issued by Regal.

### **Issue Price**

- 2.2 Each Converting Share will be issued as fully paid at the Transaction Issue Price.

### **Voting Rights and Meetings**

- 2.3 Converting Shares are, subject to the Corporations Act and the Listing Rules as they apply to Regal, non-voting shares.
- 2.4 The Holder of a Converting Share is entitled to receive notice of any meeting of shareholders of Regal and is entitled to attend any such meeting.

#### **Transfer of Converting Shares during the Vesting Period**

- 2.5 Subject to clause 2.6 below, the Holder must not Deal in its Converting Shares during the Contingent Vesting Period or Deferred Vesting Period (as applicable).
- 2.6 During the Contingent Vesting Period or Deferred Vesting Period (as applicable), the Holder may Deal in its Converting Shares if the Dealing arises solely as a result of:
- (a) the transfer of Converting Shares to an Affiliate or Related Entity of the Holder or to any Beneficial Holder (as the Subscriber may require from time to time by written notice to Regal), provided that the transferee:
    - (i) is approved by the Subscriber;
    - (ii) is a 'sophisticated investor' or a 'professional investor' to whom offers can be made without a disclosure document in accordance with section 708 of the Corporations Act; and
    - (iii) executes a deed pursuant to which the transferee agrees to be bound by these Converting Share Terms;
  - (b) a requirement of applicable law (including an order of a court of competent jurisdiction); or
  - (c) a transfer occurring in accordance with the prior written approval of Regal.

### **3 Dividends**

- 3.1 Converting Shares rank equally with Regal Shares with respect to dividends, except that:
- (a) the dividend payable to a Holder of a Converting Share shall be the dividend that such Holder would be entitled to receive if its Converting Share was converted (on or prior to the Record Date) into the number of Regal Shares to which it would be entitled in accordance with these Converting Share Terms, including accounting for any necessary adjustments under clause 4.16;
  - (b) all of the Contingent Converting Shares will be 'DRP Shares' (as defined in the **DRP Rules**) provided that the Holders (i) shall qualify at all relevant times for participation under the **DRP Rules**; and (ii) shall be issued Converting Shares in respect of dividends (and not, for the avoidance of doubt, Regal Shares).
- 3.2 If and to the extent that the dividend reinvestment plan governed by the **DRP Rules** is suspended or terminated or a Holder is ineligible to participate under such dividend reinvestment plan, then any dividend payable on a Contingent Converting Share after such termination or during such suspension or ineligibility will, subject to clause 3.3, be reinvested by Regal on the Holder's behalf to acquire further Contingent Converting Shares, on the basis that the applicable price for each such further Contingent Converting Share will be:
- (a) the VWAP of Regal Shares during the five trading days commencing on the second trading day immediately following the Record Date in relation to that dividend; less

- (b) an amount equal to the last discount that applied under the DRP Rules for the purposes of calculating the 'DRP Price of Shares' (as defined under the DRP Rules).
- 3.3 Where clause 3.2 applies, Regal shall issue Contingent Converting Shares by way of payment of the dividend to the extent possible under its placement capacity at the relevant time, and shall pay the balance of any such dividend in cash.
- 3.4 Notwithstanding anything to the contrary in this clause 3, to the extent that a dividend payable to a Holder of a Contingent Converting Share is not fully franked (the cash value of such deficit being the **Unfranked Amount**), then the amount which will be reinvested by the Holder in respect of such dividend by way of further Contingent Converting Shares under these Converting Share Terms shall be reduced by an amount equal to the Unfranked Amount.
- 3.5 Where a Holder holding a Contingent Converting Share (**Original CCS**) acquires further Contingent Converting Shares under clause 3.1(b) or 3.2, then such further Contingent Converting Shares will convert simultaneously with the Original CCS in accordance with these Converting Share Terms. Regal will take such steps as are necessary to ensure that any Regal Shares resulting from conversion of Contingent Converting Shares issued under clause 3.1(b) or 3.2 will be freely transferrable (including for the purpose of section 707 of the Corporations Act).
- 3.6 All dividends paid in respect of Deferred Converting Shares are not recoverable by Regal from a Holder under any circumstances.
- 3.7 A dividend payable in respect of Converting Shares is not available for payment or reinvestment to the extent that Regal retains or otherwise deals with the dividend in whole or part (including as a result of a charge or lien in favour of Regal), but only to the extent that Regal is able to so retain or deal with the dividend under and in accordance with the Constitution or the Corporations Act.

#### **4 Terms of Conversion**

##### **Conversion of Deferred Converting Shares**

- 4.1 Subject to clauses 4.9 and 5, the Deferred Converting Shares will convert (and Regal will promptly and without delay take all necessary steps to ensure they convert) into Regal Shares as follows:
  - (a) 25/90 of the aggregate number of Deferred Converting Shares issued to the Holders on SPA Completion will convert into Regal Shares at 5:00pm (Sydney time) on 30 September 2024;
  - (b) 25/90 of the aggregate number of Deferred Converting Shares issued to the Holders on SPA Completion will convert into Regal Shares at 5:00pm (Sydney time) on 30 September 2025; and
  - (c) 1/3 of the aggregate number of Deferred Converting Shares issued to the Holders on SPA Completion will convert into Regal Shares at 5:00pm (Sydney time) on 30 September 2026; and
  - (d) 1/9 of the aggregate number of Deferred Converting Shares issued to the Holders on SPA Completion will convert into Regal Shares at 5:00pm (Sydney time) on 30 September 2026,

in each case rounded up to the nearest whole Regal Share.

- 4.2 For so long as:
- (a) Philip King;
  - (b) New Highland Pty Limited ACN 121 604 500 as trustee for the King Family Trust;
  - (c) New Highland Pty Limited as trustee for the Philip King Family Trust; or
  - (d) any Associate of a person referred to in paragraphs (a), (b) or (c) above,
- (each a **PK Seller**) holds Regal Shares, Regal must:
- (e) use its best endeavours to procure that, prior to any sale or transfer of any Regal Shares held by a PK Seller to any person other than another PK Seller or Ficus Fiduciary Limited ACN 658 719 218 as trustee for The Regal Foundation (**Foundation**), that PK Seller gives written notice to Regal of the number of Regal Shares that are proposed to be sold or transferred, and the proportion of the aggregate shareholding of all PK Sellers in Regal which such Regal Shares represent based on the holding as at the date of the Subscription Deed (**PK Proportion**); and
  - (f) provide Paul Moore with a copy of the written notice provided to Regal under clause 4.2(e).

4.3 A PK Seller may transfer any Regal Shares held by a PK Seller to the Foundation.

4.4 Following the sale or transfer of any Regal Shares:

- (a) by a PK Seller to any person other than another PK Seller or the Foundation; or
- (b) in respect of Regal Shares transferred to the Foundation by a PK Seller after the date of the Subscription Deed (**Foundation Shares**), by the Foundation to any person,

a number of Deferred Converting Shares held by the Holders that is equal to the PK Proportion of the aggregate Deferred Converting Shares then held by the Holders shall be converted into Regal Shares. For the avoidance of doubt, the foregoing applies regardless of whether the PK Seller gave written notice of the proposed sale under clause 4.2(e). For the avoidance of doubt, where clause 4.4(b) applies, the Foundation Shares sold or transferred by the Foundation will be included in the numerator of the fraction used to calculate the PK Proportion.

4.5 The Subscriber may by written notice to Regal elect the number of Deferred Converting Shares held by each Holder which are to be converted into Regal Shares under clause 4.4, provided that the total number of Deferred Converting Shares so notified by the Subscriber does not exceed the total number of Deferred Converting Shares to be converted under clause 4.4.

4.6 Except as required by applicable law, Regal will approve a sale of Regal Shares by Holders following conversion in accordance with clauses 4.2 and 4.4.

#### **Conversion of Contingent Converting Shares**

4.7 Subject to clauses 4.8, 4.9 and 5, in respect of each Test Date:

- (a) if the Revenue Realised is less than \$120 million, no Contingent Converting Shares will convert into Regal Shares;
- (b) if the Revenue Realised is equal to or greater than \$120 million but less than \$150 million, a number of Contingent Converting Shares will convert into Regal Shares such that the aggregate number of Contingent Converting Shares converted to Regal



Shares (including any Contingent Converting Shares converted on a prior Test Date) shall equal an amount calculated in accordance with the following formula:

$(50\% + 50\% \times \frac{\text{Revenue Realised} - \$120,000,000}{\$150,000,000 - \$120,000,000}) \times$  the total number of Contingent Converting Shares

- (c) if the Revenue Realised is equal to or greater than \$150 million, all of the Contingent Converting Shares then on issue will convert into Regal Shares.

- 4.8 If, between 1 July 2026 and 1 July 2028, Funds under Management is equal to or greater than \$3.5 billion for a consecutive period of at least 20 business days, all of the Contingent Converting Shares then on issue will convert into Regal Shares.

#### **Conversion of Converting Shares**

- 4.9 Unless determined otherwise, if during the Deferred Vesting Period in respect of the Deferred Converting Shares or during the Contingent Vesting Period in respect of the Contingent Converting Shares, any of the following occur:

- (a) Philip King permanently ceases to be an employee of Regal or any of its Related Bodies Corporate;
- (b) Regal does not make reasonable endeavours to maintain PM Capital's sales force and enable them to grow PM Capital's Funds under Management;
- (c) Paul Moore is removed as a portfolio manager of any Fund of which he is a portfolio manager as at the date of the SPA without his consent (except where the Employment is terminated for Cause);
- (d) Paul Moore's Employment is terminated otherwise than for
  - (i) Cause; or
  - (ii) where Paul Moore has Voluntarily Departed;
- (e) the fee structures of the PM Funds are amended so that as a whole, they are not on materially the same or better terms for PM Capital than the terms in place on the date on which SPA Completion occurs (other than when mutually agreed in writing by Paul Moore and the Issuer);
- (f) Regal becomes subject to an Insolvency Event;
- (g) a third party makes a bona fide takeover bid under Chapter 6 of the Corporations Act in respect of the Regal Shares, the holders of at least half of the Regal Shares to which the offers under the bid relate have accepted the bid, and the bid is free from all conditions;
- (h) a scheme of arrangement under Part 5.1 of the Corporations Act in respect of the Regal Shares becomes legally effective under the Corporations Act;
- (i) Regal announces an intention to undertake an equal reduction of capital in accordance with the Corporations Act;
- (j) Regal is the subject of a Change of Control;
- (k) Regal and the relevant Holder agree in writing that some or all of the Converting Shares then on issue should convert into Regal Shares; or
- (l) Regal announces to ASX a proposal to Dispose of all or substantially all the assets of Regal or any Subsidiary of Regal,

all of the Converting Shares then on issue will convert into Regal Shares.

#### **Effect of Conversion**

- 4.10 The Converting Shares that convert into Regal Shares:
- (a) will rank equally with the existing Regal Shares in all respects;
  - (b) will be free from all encumbrances, pre-emptive rights, liens, and charges; and
  - (c) will be entitled to all of the rights and entitlements applicable to the Regal Shares on issue as at the date of the conversion.
- 4.11 From the date of conversion of Converting Shares into Regal Shares, any and all rights or restrictions conferred or imposed upon the Converting Shares will cease to have effect (except where the conversion occurred after a dividend is declared or determined over the Converting Shares and which is unpaid as at the date of conversion, in which case the right to payment will subsist).
- 4.12 Each Converting Share will, subject to clause 4.16, convert into one Regal Share.
- 4.13 Promptly following conversion of any Converting Shares into Regal Shares, Regal must apply to the ASX for the quotation of those shares by filing a compliant Appendix 2A (so long as the Regal Shares are quoted on the official list of the ASX at that time) and use its best endeavours to obtain official quotation of the relevant number of Regal Shares by ASX (without restriction) as soon as practicable on such terms and conditions as are usual for quotation of securities on ASX (including complying with any reasonable condition required by ASX as a condition of it granting quotation).
- 4.14 Conversion does not constitute buy-back, cancellation or redemption of a Converting Share nor an offer, issue, allotment or creation of a new share.
- 4.15 Conversion under this clause 4 or upon provision of a notice by a Holder to Regal under clause 7.2 (if any) will in each case be effective without the need for:
- (a) any further action by Regal or any other person; or
  - (b) the satisfaction of any requirement, formality or procedure,

and Regal will as soon as reasonably practicable after such conversion takes effect, (i) take the steps required under clause 4.13; and (ii) update each of the Register and Regal's register of Regal Shares.

#### **Adjustment for share splits, reconstructions and subdivisions**

- 4.16 The number of Regal Shares into which Converting Shares will be converted will be adjusted in the following circumstances:
- (a) if there is a pro rata issue (except a bonus issue) to the holders of the Regal Shares then the number of Regal Shares into which each Converting Share will be converted into will be adjusted as follows:  
$$\text{NCR} = \text{PCR} \times [1 + ((\text{VWAP} - \text{DP}) / \text{DP})]$$

Where:

**NCR** (New Converting Ratio) means the new ratio as to the number of Regal Shares into which each Converting Share will be converted;

**PCR** (Previous Converting Ratio) means the ratio of the number of Regal Shares into which each Converting Share converted immediately prior to the pro rata issue. (This will be 1 unless a pro rata issue, bonus issue or reconstruction, consolidation, division or reclassified has previously adjusted this ratio under this clause 4.16);

**VWAP** means the VWAP of Regal Shares for the 20 trading days immediately before the announcement of the pro-rata issue;

**DP** means the fully diluted ex-price, calculated as follows:

$$DP = [(OS \times VWAP) + (IS \times IP)] / (OS + IS)$$

Where:

**OS** means the total number of Regal Shares on issue immediately before the announcement of the pro rata issue;

**IS** means the total number of Regal Shares to be issued under the pro rata issue;

**IP** means the issue price of each Regal Share under the pro rata issue or in the case of a non cash issue price the cash price equivalent value determined by the directors of Regal (acting reasonably and in good faith).

- (b) if there is a bonus issue to the holders of the Regal Shares, the number of Regal Shares into which each Converting Share converts will be increased by the number of Regal Shares which the Holder of such Converting Share would have received if the Converting Share had been converted before the record date of the bonus issue; and
- (c) if at any time the Regal Shares are reconstructed, consolidated, divided or reclassified (other than by way of a bonus issue) into a lesser or greater number of securities, the Converting Shares must, in accordance with the Listing Rules (as they apply to Regal), be reconstructed, consolidated, divided or reclassified by the directors of Regal on the same basis and the number of Regal Shares into which each Converting Share converts shall be adjusted by the directors of Regal as appropriate (acting reasonably and in good faith).

## **5 Redemption**

### **Redemption of Converting Shares**

5.1 The Converting Shares are Redeemable by Regal in accordance with this clause 5, but provided that there will be no Redemption:

- (a) in respect of a Converting Share that has converted into a Regal Share in accordance with these Converting Share Terms; and
- (b) in respect of Converting Shares referred to in clause 4.1(d).

### **Redemption of Deferred Converting Shares during the Deferred Vesting Period**

5.2 If at any time during the Deferred Vesting Period:

- (a) in a calendar month, Paul Moore has not arranged for the execution of at least one trade for any Fund or Company Mandate for which he is the lead portfolio manager;
- (b) Paul Moore, of his own volition, permanently ceases to be involved with the implementation and ongoing management of the investment strategy of any Company Fund for which he is the lead portfolio manager, except where Paul Moore so ceases

to be involved as a result of one of the circumstances listed in paragraphs (a) to (f) of the definition of 'Voluntary Departure Circumstances'; or

- (c) subject to clause 5.3, Paul Moore Disposes of any securities held by him or his Related Entities in PGF (other than to another Related Entity of Paul Moore), except in circumstances where:
  - (i) the share price for PGF is trading above its most recently publicly announced NTA per share, and the market capitalisation of PGF is within 5.00% of PGF's pre-tax NTA;
  - (ii) the unit price for PGF is trading outside of the trading levels specified in paragraph (b)(i) above and the securities in PGF have first been offered for sale to Regal; or
  - (iii) either:
    - (A) PGF has terminated the investment management agreement between it and PM Capital; or
    - (B) Paul Moore permanently ceases to manage the majority of the capital of PGF on behalf of PM Capital (except where the Employment is terminated for Cause),

then Regal will have a right to Redeem any outstanding Deferred Converting Shares on the terms set out in this clause 5.

- 5.3 Before effecting a Redemption as a result of clause 5.2(b) having been triggered, Regal must first give Paul Moore written notice to the effect that clause 5.2(b) has been triggered and allow Paul Moore 20 business days from the date of such notice to purchase a number of securities in PGF not less than the number of securities which were Disposed of and which triggered clause 5.2(b), in which case clause 5.2(b) will be deemed to have not been triggered.

#### **Redemption of Contingent Converting Shares after final Test Date**

- 5.4 Any Contingent Converting Shares that have not been converted into Regal Shares on 1 August 2028 will be Redeemed on that date or such later date as notified by Regal to the relevant Holder.

#### **Redemption Notice**

- 5.5 Subject to clause 5.11, Regal must give notice to the Holder of any Redemption under clause 5.2 or clause 5.4 or clause 5.10 at least five business days (but not more than 15 business days) before the Redemption Date (**Redemption Notice**).
- 5.6 Each Redemption Notice must state:
  - (a) the Redemption Date;
  - (b) if less than all of the Converting Shares are being Redeemed, the number or proportion of those Converting Shares being Redeemed;
  - (c) that, from the Redemption Date, dividends will cease to be payable on the Converting Shares which are Redeemed and the only rights Holders will have will be to be paid the Redemption Amount and any due but unpaid dividends per Converting Share held by the relevant Holder;

- (d) whether Redemption will be made in cash or the proceeds of a new issue of shares made for the purposes of the redemption; and
- (e) the place or places where the certificates (if any) for the Converting Shares may be submitted and the method of payment of the Redemption Amount to Holders.

#### **Effect of Redemption**

5.7 On the Redemption Date:

- (a) each of a Holder's Converting Shares specified in the Redemption Notice will be Redeemed by Regal in each case for the Redemption Amount;
- (b) upon payment of the Redemption Amount, all other rights conferred or restrictions imposed by those Converting Shares under these Converting Share Terms will no longer have effect; and
- (c) the Redemption Amount will, in respect of the Converting Shares, become a debt due and payable by Regal to the relevant Holder and subject to the receipt of the relevant Converting Share certificate (or an indemnity in respect of it in a form which is satisfactory to Regal, acting reasonably), Regal must immediately upon the Redemption Date pay the Redemption Amount to the appropriate Holder.

#### **Redemption Amount**

5.8 The Redemption Amount for each Converting Share will be \$0.001.

#### **Other modes of dealing with the Converting Shares**

5.9 Where Regal becomes entitled to Redeem Converting Shares under these Converting Share Terms, nothing in these Converting Share Terms permits Regal to conduct (and Regal must not conduct) a share buy-back or other mode of capital reduction or share cancellation in respect of those Converting Shares under the Corporations Act.

#### **Redemption under SPA**

5.10 The Holders agree that the Converting Shares may be Redeemed as required for the purposes of recovery of a Claim by Regal under and in accordance with the terms of the SPA.

5.11 If Regal becomes entitled to Redeem a number of Converting Shares under this clause 5 (**Redemption Shares Number**), Regal agrees that the Subscriber may (in its absolute discretion) nominate in writing to Regal the number of Converting Shares then held by each Holder which are to be subject to such Redemption, provided that:

- (a) the aggregate number of Converting Shares so nominated by the Subscriber must equal in aggregate the Redemption Shares Number; and
- (b) if the Subscriber fails to nominate at all or if the nomination does not equal in aggregate the Redemption Shares Number, then Regal (after using reasonable endeavours to consult with the Subscriber) may notify the Subscriber of the number of Regal Shares then held by each Holder which will be subject to such Redemption.

## **6 Payments**

### **Manner of payment to Holders**

- 6.1 Any money payable in cash in respect of any Converting Share (including a Redemption Amount), may be paid by:
- (a) cheque in favour of the Holder and crossed 'Not Negotiable' and sent to the Registered Address of the Holder;
  - (b) any method requested by the Holder and approved by Regal; or
  - (c) any method considered appropriate by Regal which is generally accepted in the Australian banking industry as an appropriate method of payment provided it is in cash.

### **Deductions**

- 6.2 Regal may make from any money payable in respect of any Converting Share (including a dividend or Redemption Amount) any deduction or withholding for or on account of tax or any other amount which Regal is required by law to make. Notwithstanding any other provision of these Converting Share Terms, Regal is not required to, and will not, make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding as described in this clause 6.2.

## **7 Ranking for payment of dividends and on winding up**

### **Ranking for payment of dividends**

- 7.1 Each Converting Share ranks equally in respect of payment of dividends and payment of the Redemption Amount to Regal Shares, and equally amongst all other Converting Shares.

### **Right to participate in profits**

- 7.2 The Holders of the Converting Shares have the right on the liquidation of Regal to payment of the Redemption Amount after payment of all moneys in respect of shares that rank on a liquidation of Regal in priority to the Converting Shares, but otherwise in priority to all holders of other classes of shares in the capital of Regal which rank after the Converting Shares on the liquidation of Regal, provided however, that prior to any liquidation Regal must give the Holders a reasonable opportunity to by written notice to Regal elect for their Converting Shares to be converted into Regal Shares immediately prior to such liquidation taking effect.

### **No further right to participate in profits**

- 7.3 The Converting Shares shall not participate in any further or other distribution of profits or assets of Regal.

## **8 Subordination Terms**

- 8.1 Despite any other provision of these Converting Share Terms, the entitlement of a Holder:
- (a) to any payment in respect of the Converting Shares (including a dividend, a Redemption Amount, or any other payment or distribution of any kind whatsoever under or in respect of any Converting Shares or these Converting Share Terms); or
  - (b) to have the Holder's Converting Shares redeemed, bought back, cancelled or any combination of such activities,

is subordinated to Regal's other debts (other than any debts due to Regal's members in that capacity).

## **9 Duty**

- 9.1 The Subscriber must pay all Duty payable in connection with the Subscription Deed and the issuance of the Subscription Shares except where expressly provided for in the Subscription Deed.

## **10 Notices to Holders**

### **Form of notices**

- 10.1 Subject to these Converting Share Terms, any notice or other communication given or made under these Converting Share Terms must be:
- (a) in writing;
  - (b) signed by an authorised signatory of Regal; and
  - (c) marked for the attention of the person identified in the Register in respect of the relevant Holder or, if the Holder has notified otherwise, then marked for attention in the way last notified.

### **Giving notices**

- 10.2 Any notice or communication given or made under these Converting Share Terms must be sent in one of the following ways:
- (a) delivered or posted to the Holder at their Registered Address; or
  - (b) emailed to the Holder at its email address set out in the Register (as applicable).

### **Change of address or email address**

- 10.3 If a Holder gives three business days' notice of a change of its address or email address, any notice or communication is only given by Regal if it is delivered or posted to the latest address or email address so notified.

### **Time notice is given**

- 10.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the Registered Address;
  - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
  - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,
- however, if any notice or communication would be treated as given:
- (d) on a day that is not a business day, or after 5:00pm on a business day, in the place of the party to whom it is sent, it will be treated as having been given at 9:00am on the next business day; or

- (e) before 9:00am on a business day in the place of the party to whom it is sent, it will be treated as having been given at 9:00am on that business day.

**Non-receipt of communications**

- 10.5 The non-receipt of a notice by a Holder will not invalidate the giving of that notice either in respect of a Holder or generally.

**11 Amendment**

- 11.1 Regal may, without the authority, assent or approval of Holders, amend or add to these Converting Share Terms where the amendment or addition is, in the reasonable opinion of Regal:
  - (a) of a formal, minor or technical nature;
  - (b) made to cure any ambiguity or correct any manifest error;
  - (c) expedient for the purpose of enabling the Converting Shares to be offered for sale or for subscription under the laws for the time being in force in any place and it is otherwise not considered by Regal to be materially prejudicial to the interests of the Holders as a whole;
  - (d) strictly necessary to comply with the provisions of any statute which comes into effect after SPA Completion.
- 11.2 If an amendment (other than an amendment in accordance with clause 11.1(d)) will materially adversely affect the rights of a class of Converting Shares, the amendment may only be made if it has been approved by the Subscriber (in writing) and a special resolution of that class at a meeting held in accordance with the requirements of the Constitution and the Corporations Act.

**12 Governing Law**

- 12.1 These Converting Share Terms are governed by the law in force in New South Wales.