



Prospectus

Clime Capital Limited ACN 106 282 777 (ASX: CAM)

**Offer of unsecured, redeemable convertible notes to raise up to
\$14,000,000**

IMPORTANT INFORMATION

CAM Notes offered under this Prospectus may not be suitable for some investors.

Their overall complexity may make them difficult to understand and the risks associated with the CAM Notes could result in the loss of all your investment. If you do not fully understand how they work or the risks associated with them, you should obtain professional advice.

Lead Manager

ORD MINNETT

Australian Legal Advisor

MONT
LAWYERS

Clime Capital Limited (CAM)

Unsecured Convertible Notes Offer

Issuer	Clime Capital Limited ACN 106 282 777 (CAM)
Security Name	CAM Notes, being CAM Unsecured Redeemable Listed Convertible Notes
Security Price or Face Value	\$1.00 per Note
Interest Rate	6.5% p.a.
Maturity Date	30 November 2028
Conversion Price	\$1.00.
Priority Offer	<p>The Priority Offer is open to any eligible person who has a registered address in Australia or New Zealand and who:</p> <ul style="list-style-type: none">• is a current Shareholder or Noteholder in CAM;• is any past Shareholder or Noteholder of CAM as determined by the Board in its absolute discretion; and• any other person as determined by the Board in its absolute discretion to be eligible to participate in the Priority Offer.
Broker Firm Offer	The Broker Firm Offer under this Prospectus is open to Australian and New Zealand clients of the Lead Manager and Participating Brokers.
Size	Up to \$14,000,000.

IMPORTANT NOTICE

This Prospectus is an important document and requires your immediate attention. It should be read in its entirety. Your investment decision regarding the Offer should be based upon the information contained in this Prospectus, the information disclosed by the Company to the ASX in compliance with its continuous disclosure obligations, and any advice which you determine is necessary or appropriate to inform your decision regarding the Offer. If you do not understand any part of this Prospectus, you should consult your accountant, tax adviser, stockbroker, solicitor or other professional adviser.

Please refer to the instructions in section 8 of this Prospectus regarding your application under the Offer.

General

This Prospectus is issued by Clime Capital Limited (ABN 99 106 282 777) (**CAM, Company or Issuer**) in connection with the issue of redeemable, unsecured, unsubordinated, convertible notes (**CAM Notes**).

This Prospectus is dated 1 August 2025. A copy of this Prospectus was lodged with ASIC on that date. Neither ASIC nor ASX takes any responsibility for the contents of this Prospectus or the merits of any investment under this Prospectus. No CAM Notes will be issued on the basis of this Prospectus after the expiry date of this Prospectus, being the date 13 months after the date of this Prospectus.

No person may give any information or make a representation about the Offer, which is not in this Prospectus. Information or representations not in this Prospectus must not be relied on as authorised by the Company, or any other person, in connection with the Offer.

This Prospectus provides information for investors to decide if they wish to invest in the Company. Read this document in its entirety. Examine the assumptions underlying the risk factors that could affect the financial performance of the Company. Consider these factors carefully in light of your personal financial circumstances. Seek professional advice from your accountant, stockbroker, lawyer or other professional adviser before deciding whether to invest. The Offer does not take into account the investment objectives, financial situation or needs of particular investors.

CHAIRMAN'S LETTER

1 August 2025

Dear Investor,

On behalf of Clime Capital Limited (**Company or CAM**), I am pleased to invite you to participate in an offer of unsecured, redeemable, convertible notes with a term expiring 30 November 2028 (a term of approximately 3 years) and a fixed interest rate of 6.5% per annum payable monthly in arrears (**CAM Notes**) (**Offer**).

Each CAM Note will have a Face Value of \$1.00 and can be convertible into one fully paid ordinary share in the capital of the Company. The Company is a listed investment company and its ordinary shares are listed on the ASX (ASX: CAM).

Ord Minnett Limited has been appointed as lead manager to the Offer.

The Company intends to raise up to \$14,000,000 by undertaking the Offer. The total number of CAM Notes issued under this Prospectus will depend on the number of existing Notes which remain on issue after 31 August 2025. The Company intends to issue only those number of new CAM Notes so that the total CAM Notes on issue is capped at 35 million.

The Offer is made up of the Priority Offer and the Broker Firm Offer.

The Priority Offer is open to any eligible person who has a registered address in Australia or New Zealand and who:

- is a current Shareholder or Noteholder in CAM;
- is any past Shareholder or Noteholder of CAM as determined by the Board in its absolute discretion; and
- any other person as determined by the Board in its absolute discretion to be eligible to participate in the Priority Offer (see Section 8.3).

The Board intends to give priority under the Priority Offer to persons who were Noteholders and Shareholders as at 5.00pm on 31 July 2025.

The Broker Firm Offer under this Prospectus is open to Australian and New Zealand clients of the Lead Manager and Participating Brokers.

The Company intends to use the proceeds of the Offer to fund redemptions (and payment of accrued interest) of existing Notes and to fund further investments in securities on the ASX, recognised international exchanges and selected unlisted investments in accordance with the Company's existing strategy.

It is the intention of the Company that the Notes will be quoted on ASX, and application will be made to list the CAM Notes on ASX under the same ASX Code as the Company's existing Notes (ASX: CAMG).

The Offer is scheduled to close on Monday, 25 August 2025.

Full details of the Offer, including the terms of issue of the CAM Notes, the effect of the Offer on the Company, and the risks associated with an investment in the CAM Notes, are set out in this

Prospectus. I encourage you to read the entire Prospectus carefully and consider all the risks before deciding whether to participate in the Offer.

If you are uncertain whether the CAM Notes are a suitable investment for you, please consult your professional adviser for appropriate advice.

If you have any questions about the Offer, please call the Company on 1300 788 568 between 8.30am and 5.30pm (Sydney Time), Monday to Friday or contact the Company via email on info@clime.com.au.

Shareholders should seek the guidance of professional advisors regarding the impact of the Offer on their shareholding in the Company.

Yours sincerely

A handwritten signature in black ink, appearing to be 'J Abernethy', with a long horizontal line extending to the right.

John Abernethy
Chairman
Clime Capital Limited

OTHER IMPORTANT NOTICES

Transaction specific prospectus

This Prospectus is a transaction specific prospectus for an offer of CAM Notes and has been prepared in accordance with section 713 of the *Corporations Act 2001* (Cth) as modified by ASIC Corporations (Offers of Convertibles) Instrument 2016/83.

As such it does not contain the same level of disclosure as an initial public offering prospectus, or a prospectus prepared in accordance with section 710 of the Corporations Act.

This Prospectus is therefore intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX. In providing information in this Prospectus, regard has been had to the fact that CAM is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

Intermediary authorisation

The Company does not hold an Australian Financial Services Licence (**AFSL**) under the Corporations Act necessary to carry out the Offer under this Prospectus. Accordingly, the Offer will be made under an arrangement between the Company and Ord Minnett Limited as holder of an AFSL under section 911A(2)(b) of the Corporations Act, to act as Authorised Intermediary. The Company has authorised the Authorised Intermediary to invite people to apply for and to arrange for the issue of the CAM Notes under the Offer and the Company will only issue the CAM Notes in accordance with those offers and no others.

Ord Minnett Limited, the Lead Manager will manage the Offer on behalf of the Company.

The Lead Manager and the Authorised Intermediary's functions must not be considered as an endorsement of the Offer, nor a recommendation of the suitability of the Offer for any investor. The Lead Manager does not guarantee the success or performance of the Company or the returns (if any) to be received by an investor. Neither the Lead Manager nor any other AFSL licensee is responsible for, or has caused the issue of, this Prospectus.

Electronic prospectus

This Prospectus is available electronically at <https://clime.com.au/invest-with-us/clime-capital-limited/>.

The Corporations Act prohibits any person passing onto another person an Application Form for the Offer unless it is attached to a hard copy of this Prospectus, or it accompanies the complete and unaltered electronic version of this Prospectus. A paper copy of this Prospectus will be made available free of charge by contacting the Company.

No representation other than in this prospectus

You should rely only on information in this Prospectus. No person is authorised to provide any information or to make any representations in connection with the Offer which are not contained in this Prospectus. Any information or representations not contained or incorporated by reference in this Prospectus may not be relied upon as having been authorised by CAM in connection with the Offer.

Target Market Determination

In accordance with the design and distribution obligations under the Corporations Act, the Company has determined the target market for the offer of Notes issued under this Prospectus. The Company and the Lead Manager will only distribute this Prospectus to those investors who fall within the target market determination (**TMD**) as set out on the Company's website (<https://clime.com.au/invest-with-us/clime-capital-limited/>). By making an application under the Offer, you warrant that you have read and understood the TMD and that you fall within the target market set out in the TMD.

Restrictions in foreign jurisdictions

This Prospectus does not constitute an offer or invitation to apply for CAM Notes in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

No action has been taken to register or qualify the CAM Notes or the Offer, or to otherwise permit a public offering of the CAM Notes, in any jurisdiction outside Australia or New Zealand. The distribution of this Prospectus outside Australia (including electronically) may be restricted by law and persons who come into possession of this Prospectus outside Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

This Prospectus may not be distributed to, or relied upon by, persons in the United States of America (**USA**). The CAM Notes have not been, and will not be registered under the United States Securities Act of 1933 (**U.S Securities Act**) and may not be offered or sold in the USA or to US Persons (as defined in Rule 902(k) of Regulation S under the U.S Securities Act) except in transactions exempt from, or not subject to, registration under the U.S Securities Act and applicable USA state securities laws.

Important Information for New Zealand investors

In New Zealand, this Prospectus is being distributed only to persons who are wholesale investors within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act 2013 (**Financial Markets Conduct Act**).

Past performance

Past performance and pro forma financial information included in this Prospectus is given for illustrative purposes only and should not be relied upon as (and is not) an indication of the Company's views on its future financial performance or condition. Investors should note that past performance, including past share price performance, of CAM cannot be relied upon as an indicator of (and provides no guidance as to) CAM's future performance including future share price performance.

The historical information included in this Prospectus is, or is based on, information that has previously been released to the market.

Investors should also be aware that certain financial data included in this Prospectus may be 'non-IFRS financial information' under Regulatory Guide 230 'Disclosing non-IFRS financial information' published by ASIC. The Company believes this non-IFRS financial information provides useful information to users in measuring the financial performance and condition of the Company. The non-IFRS financial information does not have a standardised meaning prescribed by Australian Accounting Standards and, therefore, may not be comparable to similarly titled measures presented by other entities, nor should it be construed as an alternative to other financial measures determined in accordance with Australian Accounting Standards. Investors are cautioned, therefore, not to place undue reliance on any non-IFRS financial information and ratios (if any) included in this Prospectus.

No withdrawal of application

You cannot withdraw your Application once it has been lodged, except as permitted under the Corporations Act.

Privacy

The Company and Registrar collect, hold and use personal information received from you to communicate and provide services to you as a Noteholder. The Company may disclose information to its agents, service providers (such as the Registrar) and government bodies. The Company's privacy policy sets out how you may access, correct and update the personal information that the Company holds about you as an investor (by contacting the Registrar), how you can complain about privacy related matters and how the Company responds to complaints.

Defined terms

Capitalised terms used in this Prospectus are defined in the Glossary.

Currency

Monetary amounts shown in this Prospectus are expressed in Australian dollars unless otherwise stated.

Photographs and diagrams

Photographs used in this Prospectus without descriptions are only for illustration. The people shown are not endorsing this Prospectus or its contents. Diagrams used in this Prospectus may not be drawn to scale. The assets depicted in photographs in this Prospectus are not assets of the Company unless otherwise stated.

Future performance

Certain statements in this Prospectus are about the future and are forward looking in nature. Generally, you can identify forward-looking statements by terms such as 'may', 'will', 'should', 'could', 'would', 'aim', 'assumes', 'intends', 'objectives', 'positioned', 'targets', 'expects', 'plans', 'anticipates', 'believes', 'estimates', 'projects', 'predicts', 'potential' and other similar expressions that are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on current expectations, estimates, forecasts and projections about CAM's business and the industry in which CAM operates and management's beliefs and assumptions.

These forward-looking statements are not a guarantee of future performance. You should be aware that there are a number of risks (both known and unknown), uncertainties, assumptions and other important factors, some of which are beyond the control of the Company that could cause the actual conduct, results, performance or achievements of the Company to be materially different from those expressed or implied by such statements or that could cause future conduct or results to be materially different from the historical conduct or results. This Prospectus details some important risk factors that could cause CAM's actual results to differ from the forward-looking statements made in this Prospectus. Further details regarding these risks, and other risks which may affect CAM or an investment in CAM, are contained in Section 4 of this Prospectus.

Deviations as to future conduct, results, performance and achievements are both normal and to be expected.

Except as required by law and then only to the extent required, neither CAM nor its related bodies corporate, Investment Manager and their respective Directors, officers, partners, employees, agents, representatives or advisors, or any other person makes any representation, or gives any assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Prospectus will occur. Investors are cautioned about relying on forward-looking statements included in this Prospectus.

The forward-looking statements in this Prospectus reflect views held as at the date of this Prospectus, unless otherwise specified. Subject to the Corporations Act, the Listing Rules and any other applicable laws or regulations, CAM does not intend to publicly update or revise any forward-looking statements to reflect new information or future events or otherwise. You should, however, review the factors and risks the Company describes in the reports filed from time to time with the ASX after the date of this Prospectus.

Responsibility statement by the Trustee

The Trustee, Equity Trustees Limited:

- (a) has not authorised or caused the issue, submission, dispatch or provision of this Prospectus and does not make any statement or purport to make any statement in this Prospectus or any statement on which a statement in this Prospectus is based;
- (b) does not, nor do any of its Directors, employees, officers, affiliates, agents, advisors, intermediaries or related body corporate (each a 'related person') assume any responsibility for the accuracy or completeness of any information contained in this Prospectus;

- (c) to the maximum extent permitted by law expressly disclaims all liability in respect of, makes no representation or any statement regarding, and takes no responsibility for, any part of this Prospectus, or any statements in, or omissions from this Prospectus, other than the references to its name and the statement(s) and/or report(s) (if any) specified below and included in this Prospectus with its written consent;
- (d) has given, and has not, before the lodgement of this Prospectus with ASIC withdrawn, its written consent to be named in this Prospectus in the form and content in which it is named;
- (e) does not, nor does any related person, make any representation as to the truth and accuracy of the contents of this Prospectus;
- (f) has relied on CAM for the accuracy of the contents of this Prospectus; and
- (g) does not, nor does any related person, make any representation or warranty as to the performance of the CAM Notes or the payment of interest or redemption of CAM Notes.

GUIDANCE FOR RETAIL INVESTORS

The Notes are ‘unsecured notes’ for the purposes of section 283BH of the Corporations Act.

If you are considering applying for any CAM Notes under the Offer, this Prospectus is important and should be read in its entirety before making an Application. In particular you should have regard to:

- ‘Key features of the Offer’ and the ‘Key terms of the CAM Notes’ in Section 1 and information about ‘CAM’ in Section 2;
- ‘Risk factors’ in Section 4; and
- ‘CAM Note Terms’ in Section 9.

You should carefully consider the risks and other information regarding an investment in CAM Notes and CAM in light of your investment objectives, financial situation and particular needs (including financial and taxation issues).

Speak to your professional adviser

CAM Notes are a complex investment and may be difficult to understand, even for experienced investors, and involve different risks from a simple debt or ordinary equity security. You should ensure that you understand the CAM Note Terms and risks of investing in CAM Notes and consider whether CAM Notes are an appropriate investment for your particular circumstances.

CAM recommends that you seek guidance from your licensed financial adviser or other professional adviser before deciding whether to invest. ASIC has published guidance on how to choose a licensed financial adviser on its MoneySmart website. You can read this guidance by searching for the term ‘choosing a Financial Adviser’ at www.moneysmart.gov.au.

Consider the ASIC guidance for retail investors

ASIC has published guidance on its MoneySmart website which may be relevant to your consideration of whether to invest in CAM Notes – namely, information for retail investors who are considering investing in hybrid securities. You can find this guidance by searching ‘hybrid securities’ at www.moneysmart.gov.au. ASIC’s guidance includes a series of questions you should ask before you invest in hybrid securities, and a short quiz you can complete to check your understanding of how hybrids work, their features and the risks of investing in them.

Obtain further information about CAM

CAM is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. CAM must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about it that a reasonable person would expect to have a material effect on the price or value of its securities. While the CAM Notes are on issue, CAM will also produce quarterly reports about the CAM Notes that are provided to ASIC and the Trustee in accordance with the requirements of section 283BF of the Corporations Act (283BF Report).

Copies of documents lodged with ASIC, which are publicly available, can be obtained from ASIC’s website at www.asic.gov.au (a fee may apply) and CAM’s ASX announcements may be viewed at www.asx.com.au.

Enquiries

If you have any questions in relation to the Offer or an Application, please visit <https://boardroomlimited.com.au/>, email the Registrar at enquiries@boardroom.com.au or call the CAM Notes Offer Information Line on 1300 737 760 (within Australia) or on +61 2 9290 9600 (International) Monday to Friday 8:30am to 5:30pm, Sydney time.

KEY DATES

Summary of key dates

Event	Date
Lodgement of Prospectus with ASIC	1 August 2025
Noteholder Meeting	Thursday, 31 July 2025
Offer Opening Date	Monday, 4 August 2025
Priority Offer Close	5.00 pm Monday, 25 August 2025
Broker Firm Offer Close	5.00 pm Monday, 25 August 2025
Settlement Date	Friday, 29 August 2025
Allotment Date of CAM Notes under this Prospectus	Monday, 1 September 2025
Despatch of holding statements	Tuesday, 2 September 2025
Commencement of trading on ASX	Tuesday, 9 September 2025
First Interest Payment Date	Tuesday, 14 October 2025
Maturity Date	30 November 2028

Other than the Noteholder Meeting and Maturity Date, these dates are indicative only. The Company reserves the right to change the dates without notice. The Company and the Lead Manager may (without notice to any investor or other person) accept late Applications, extend the Offer Close date, close the Offer early or withdraw the Offer at any time before the CAM Notes are issued. If the Offer is withdrawn before the issue of the CAM Notes, all Application Monies received by the Company will be refunded (without interest) to Applicants as soon as practicable after the withdrawal.

1. INVESTMENT OVERVIEW

1.1. About the Company

Question	Answer	More information
Who is the Issuer?	<p>Clime Capital Limited (ABN 99 106 282 777) (Company or CAM).</p> <p>CAM is an investment company, primarily investing in listed Australian securities. The Company provides investors with access to a diversified Australian investment portfolio. CAM's Ordinary Shares are listed on the ASX (ASX: CAM).</p>	Section 2.1
Who is the Investment Manager?	Clime Asset Management Pty Limited (ACN 098 420 770) is the investment manager of CAM (Investment Manager).	Section 2.3
What is the Company's net tangible asset position?	The unaudited net tangible assets (NTA) of CAM as at 30 June 2025 was \$0.773 per Ordinary Share (CUM dividend). The NTA after tax of CAM at 30 June 2025 was \$0.813 per Ordinary Share (CUM dividend).	
What is the Company's dividend policy?	<p>CAM aims to deliver shareholders a grossed up yield on NTA which is higher than the grossed up ASX market yield. Franking levels may vary for each dividend payment depending on availability of franking credits.</p> <p>The Company operates a dividend reinvestment plan, which may continue to apply to any future dividends declared on Shares.</p> <p>CAM Notes do not entitle a holder of CAM Notes to a dividend unless the CAM Notes are Converted into fully paid ordinary shares in accordance with the CAM Note Terms prior to the relevant record date for any dividend that may be declared.</p>	
Who are the Directors?	<p>The Directors of CAM are:</p> <ul style="list-style-type: none"> (a) Mr John Abernethy, Non-Independent Chairman; (b) Mr Ronni Chalmers, Non-Independent Director; (c) Mr Marc Schwartz, Independent Director; and (d) Ms Diana D'Ambra AM, Independent Director. 	Section 2.4

1.2. Key features of the Offer

Question	Answer	More information																																			
What are the CAM Notes?	The CAM Notes are unsecured, redeemable, convertible notes.	Section 9																																			
What is the Offer size?	Up to a maximum of \$14 million.	Section 3																																			
What is the purpose of the Offer?	Proceeds of the Offer will be used to fund redemptions (and payment of accrued interest) of existing Notes and to fund further investments in securities in accordance with the Company’s existing investment strategy and to fund costs associated with the Offer.	Section 2																																			
Is the Offer conditional upon Shareholder Approval?	No. The Offer is not conditional on CAM obtaining Shareholder Approval.																																				
What is the effect of the Offer on CAM’s financial position?	<p>The unaudited pro forma statement of financial position shows the adjustments that would be made to CAM’s statement of financial position as at 31 December 2024, assuming conversion of existing notes to equity, and an issue of \$14 million of CAM Notes, before raising costs and is set out below.</p> <table><tr><th></th><th>31 December 2024 Historical</th><th>Conversion of existing Notes</th><th>Offer</th><th>31 December 2024 Pro forma Historical</th></tr><tr><th></th><th>\$’000</th><th>\$’000</th><th>\$’000</th><th>\$’000</th></tr><tr><td>Assets</td><td colspan="4"></td></tr><tr><td>Cash and cash equivalents</td><td>4,488</td><td>-</td><td>14,000</td><td>18,488</td></tr><tr><td>Trade and other receivables</td><td>487</td><td>-</td><td>-</td><td>487</td></tr><tr><td>Financial Assets at Fair Value</td><td>145,159</td><td>-</td><td>-</td><td>145,159</td></tr><tr><td>Current tax benefit & Prepayments</td><td>7,071</td><td>-</td><td>-</td><td>7,071</td></tr></table>		31 December 2024 Historical	Conversion of existing Notes	Offer	31 December 2024 Pro forma Historical		\$’000	\$’000	\$’000	\$’000	Assets					Cash and cash equivalents	4,488	-	14,000	18,488	Trade and other receivables	487	-	-	487	Financial Assets at Fair Value	145,159	-	-	145,159	Current tax benefit & Prepayments	7,071	-	-	7,071	Section 3
	31 December 2024 Historical	Conversion of existing Notes	Offer	31 December 2024 Pro forma Historical																																	
	\$’000	\$’000	\$’000	\$’000																																	
Assets																																					
Cash and cash equivalents	4,488	-	14,000	18,488																																	
Trade and other receivables	487	-	-	487																																	
Financial Assets at Fair Value	145,159	-	-	145,159																																	
Current tax benefit & Prepayments	7,071	-	-	7,071																																	

	TOTAL ASSETS	157,205	-	14,000	171,205		
	Liabilities						
	Trade and other payables	221	-	-	221		
	Dividend payable	2,037	-	-	2,037		
	Current tax liabilities	51	-	-	51		
	Convertible notes	33,514	(33,514)	14,000	14,000		
	TOTAL LIABILITIES	35,823	(33,514)	14,000	16,309		
	NET ASSETS / TOTAL EQUITY	121,382	33,514	-	154,896		
What is the effect of the Offer on CAM’s capital structure?		Pre-Offer	Post-Offer			Section 2.5	
		As at 30 July 2025					
	Ordinary Shares	148,780,042	182,377,030 (Note 2)				
	CAM Notes	33,596,988 (Note 1)	14,000,000 (Note 1)				
	1	Note 1: Assumes conversion prior to 31 August 2025 of all existing Notes into Shares based on a conversion ratio of 1 ordinary share for each existing Note (with face value \$1.00). It also does not take into account any existing Notes that may be redeemed on 31 August 2025 or ‘rolled-over’ (i.e. not redeemed or converted) and maintained as an investment of Notes in the Company after 31 August 2025 where the Noteholder Resolution is passed at the Noteholder Meeting.					
2	Note 1: Also assumes an issue size of \$14 million CAM Notes under the Offer made pursuant to this Prospectus. The number of CAM Notes on issue after completion of the Offer may be less if the maximum number of CAM Notes are not issued under the Offer.						
3	Note 2: If a lesser number of the existing Notes are converted into Shares prior to 31 August 2025, then depending on whether those existing Notes are either redeemed on 31 August 2025 or remain outstanding after 31 August 2025, the number of Ordinary Shares will change.						

1.3. Key terms of the CAM Notes

Key Features of the CAM Notes	
<p><i>As this Section contains a summary only of the Note Terms, it is important that you read the information in the Prospectus (including the Note Terms set out in Section 9) in full before you decide whether to apply for Notes. If you are unclear in relation to any aspect of the Offer or the Note Terms, or if you are uncertain whether the Notes are a suitable investment for you, you should consult your professional adviser.</i></p>	
Issue Price/Face Value	\$1.00 per CAM Note.
Maturity Date	Unless earlier converted or redeemed, the Company will redeem all outstanding Notes at Face Value on the Maturity Date.
Interest Rate	6.5% per annum, payable monthly in arrears (on the 10th Business Day following the end of each calendar month) until and including the Maturity Date (or if earlier the Conversion Date or Redemption Date).
Conversion Rights	The Noteholder has the right to convert some or all of their CAM Notes to Shares at any time before the Maturity Date on the basis set out below.
Conversion Basis	<p>The Noteholder has the right to convert some or all of its CAM Notes into Shares on a one for one (1:1) basis.</p> <p>Where the Company receives a Conversion Notice at any time before 5pm on the 25th of any month, it is the current intention of the Board that Notes will be Converted on the last day of that month.</p>
Consequences of an Event of Default	<p>If an Event of Default occurs (as set out in the Note Terms) and is continuing in relation to the Notes, the Trustee may declare by notice to the Company (with a copy to Noteholders and the Registrar) that all the Notes are to be Redeemed at their Face Value (together with any accrued interest) immediately (but not earlier than 10 Business Days after the date the Trustee gives notice) or on such other date specified in the notice, or the Trustee may take enforcement action against the Company in accordance with the Trust Deed and Note Terms.</p> <p>The Trustee is not bound to take enforcement action to declare all Notes be Redeemed, unless the Trustee has been so directed by a Special Resolution of the Noteholders and is indemnified to its satisfaction in connection with the enforcement action.</p>
Events of Default	<p>Each of the following is an Event of Default in relation to any of the Notes:</p> <ul style="list-style-type: none"> (a) (non-issue of Shares) the Company fails to issue Shares on Conversion in accordance with the Note Terms within 10 Business Days after the date on which such issue is to be made; (b) (non-payment) the Company fails to pay any amount payable by it under the Note Terms and such default is not remedied within 3 Business Days;

	<p>(c) (breach of Negative Covenants) the Company fails to comply with clause 7 (Negative Covenants) and such failure remains unremedied for a period of 10 Business Days;</p> <p>(d) (breach of other obligations) the Company fails to comply with any of its other obligations under the Note Terms or the Transaction Documents and such failure remains unremedied for a period of 10 Business Days after the earlier of (A) the Company receiving written notice from the Trustee in respect of the failure to comply and (B) the Company becoming aware of the failure to comply;</p> <p>(e) (insolvency) an Insolvency Event occurs in respect of the Company;</p> <p>(f) (delisting) a Delisting Event occurs in respect of the Company;</p> <p>(g) (cessation of business) the Company ceases or suspends (or threatens to cease or suspend) the conduct of all of its business or a substantial part of its business;</p> <p>(h) (unlawfulness) at any time, it is unlawful for the Company to perform any of its payment obligations under the Notes;</p> <p>(i) (Government Agency) all or substantially all of the assets of the Company are resumed, or compulsory acquired by any Government Agency; or</p> <p>(j) (vitiation) all or any rights or obligations of the Company, Noteholders or the Trustee under the Trust Deed or the Note Terms are terminated or are or become void, illegal, invalid, unenforceable or of limited force and effect.</p>
Security	The CAM Notes are not secured by any assets of the Company.
Ranking	<p>Each Note ranks for payment in a Winding Up of the Company:</p> <p>(a) behind secured creditors of the Company;</p> <p>(b) equally amongst themselves and at least equally with all other unsecured and unsubordinated debt obligations of the Company, other than those obligations mandatorily preferred by law; and</p> <p>(c) ahead of ordinary equity of the Company and any of the Company's obligations that are subordinated to the Notes.</p> <p>On conversion, the resulting Shares will rank equally with all other issued ordinary shares in the capital of the Company.</p>
Trustee	Equity Trustees Limited will continue to act as the trustee in relation to the CAM Notes pursuant to the terms of the Trust Deed.
Negative Covenants	For so long as any of the Notes remain outstanding, the Company must not, without the approval of Noteholders by Ordinary Resolution, incur any indebtedness that would cause the Company's total indebtedness to exceed 40% of the Company's total assets.

Delisting Event	<p>This occurs if:</p> <ul style="list-style-type: none"> (a) the Shares cease to be quoted on ASX; (b) the Notes cease to be quoted on ASX; or (c) trading of the Shares or Notes on the ASX is suspended, for a period of more than 20 consecutive Business Days.
Voting	<p>Noteholders do not have a right to vote at meetings of Ordinary Shareholders.</p> <p>Noteholders may vote at meetings of Noteholders in accordance with the Trust Deed.</p>
Key Terms	<p>Issued by the Company.</p> <p>Term expiring 30 November 2028 (a term of just over 3 years).</p> <p>Fixed interest rate of 6.5% per annum.</p> <p>Interest is paid monthly in arrears (on the 10th Business Day following the end of each calendar month).</p> <p>Interest is paid as 100% cash.</p> <p>Interest is not deferrable by the Company and interest payments are not discretionary.</p> <p>Must be redeemed by the Company at maturity (unless earlier converted).</p> <p>Each CAM Note is convertible at any time by the Noteholder into 1 Share.</p> <p>The CAM Notes may be traded on ASX prior to the Maturity Date.</p>

1.4. Key risks associated with CAM Notes

Key Risks of the CAM Notes	
<p><i>There are a number of risks associated with an investment in the CAM Notes. To understand these risks, you should read Section 4 of the Prospectus before deciding whether to invest.</i></p>	
Key risks associated with Company's business	<p>The risks associated with the Company's business include the following:</p> <ul style="list-style-type: none"> (a) Investment risk: there is a risk that the value of the Company's investment portfolio, and therefore the value of its assets, will fall in value over the short or long term or may experience sustained periods of poor investment performance. The Company's securities may trade on ASX at a discount to the net asset value of the investment portfolio on a per security basis and the performance of the Company's securities may not be correlated with the performance of the Company's investment portfolio. (b) Securities risk: As with any investment in listed securities, the market price of the Company's Shares or any other securities may be adversely affected by changing circumstances or events.

	<p>(c) Reliance on key personnel: The loss or departure of one or more key personnel (including the Directors or key executives of the Company or the Investment Manager) and/or the inability to hire effective replacements may have a material adverse effect on the Company's performance or ability to grow.</p> <p>(d) Investment Manager and management company risk: The Company's success and profitability depends heavily on the ability of its Investment Manager to construct an investment portfolio that increases over time and delivers income. There is a risk that the Investment Manager may not effectively manage the investment portfolio or may advise the investment portfolio in a manner that does not consistently meet the investments objectives of the Company over time. The past performance of the portfolios managed by the Investment Manager (and persons associated with the Investment Manager) is not necessarily a guide to future performance of the Company. Under the Investment Management Agreement the Investment Manager is appointed as manager until the expiry of the current term (currently on 4 February 2029), unless the agreement is terminated earlier.</p> <p>(e) Compliance with and changes to financial services legislation and regulation: The Investment Manager operates under an AFSL and is subject to the regulatory regime associated with carrying on a business pursuant to that AFSL. There may be adverse material effects on the Investment Manager if it does not or cannot comply with the necessary laws and regulations, including exposure to fines, penalties, or loss of AFSL authorisation. These may in turn have a material adverse effect on the Company's financial performance and future prospects.</p> <p>(f) Future capital raisings: There is no assurance that the Company will not need to raise additional capital to fully exploit future business opportunities available to it. There can be no assurance that the Company will be able to raise such capital on favourable terms (if at all) or, if it is able to raise capital, that it will be able to invest that capital efficiently. If the Company is unable to obtain or invest such additional capital, the Company may be required to reduce the scope of its investment activities or forgo an investment opportunity which could adversely affects its business, financial condition, and results of operation.</p>
Key risks associated with CAM Notes	<p>The key risks associated with the CAM Notes include the following:</p> <p>(a) Market price: The market price of CAM Notes may fluctuate due to various factors that affect financial market conditions or factors relating to the Company. There may be volatility in the market price of CAM Notes and this may result in a market price below the Issue Price of \$1.00 per CAM Note. If you wish to sell your CAM Notes, you may have to do so at a price which is below your</p>

	<p>expectation, or you may not be able to sell them at all if insufficient liquidity exists in the market for CAM Notes;</p> <p>(b) Exit rights: As a Noteholder, the CAM Note Terms provide you with specific exit rights (including Conversion into Shares at the election of the Noteholder) prior to the Maturity Date. In addition, CAM Notes can be realised before maturity by a sale on market. As already noted, there is a risk that the sale price on market or by private sale may be less than the Issue Price of \$1.00;</p> <p>(c) Redemption risk: If early Redemption of the Notes occurs (due to an Event of Default by the Company), you may not receive the expected returns on your investment (compared to holding the CAM Notes to maturity);</p> <p>(d) Interest payment risk: The Company may be unable to pay Interest or repay all or any of the money owed on the CAM Notes on time or at all (however, under the CAM Note Terms, default in payment is an Event of Default);</p> <p>(e) Enforcement risk: The Trustee has no obligation to monitor the Company's financial position, including the capacity of the Company to fulfil its obligations in relation to the CAM Notes; and</p> <p>(f) Liquidity risk: there can be no guarantee that an active and liquid market for the Company's Shares and Notes will develop or be maintained.</p>
General risks	<p>The above risks are not an exhaustive list of the potential risks faced by Noteholders. There are a number of general commercial risk factors and general market risks that could adversely affect the Company's financial performance, position or prospects. You should carefully consider all the risk factors set out in Sections 4.1 to 4.4 before deciding to invest in CAM Notes.</p>

1.5. Further information about the offer

Question	Answer	More information
Offer structure	<p>The offer consists of:</p> <p>(a) a Priority Offer; and</p> <p>(b) a Broker Firm Offer.</p> <p>If there is excess demand, Applications may be scaled back by CAM. There is no general public offer of the CAM Notes.</p>	Section 8
Application process	<p>If you are applying under the Priority Offer, you must apply online at https://clime.com.au/invest-with-us/clime-capital-limited/cam-notes/. Instructions on how to complete the Application Form are set out online. Further information can be obtained by contacting the CAM Notes Offer Information Line on 1300 737 760 (within Australia) or on +61 2 9290 9625</p>	Section 8

	<p>(International) (Monday to Friday 8:30am to 5:30pm, Sydney time).</p> <p>If you are applying under the Broker Firm Offer, you should contact the Participating Broker who has offered you a Broker Firm Allocation for information about how and when to lodge your Application.</p> <p>For further information on how to apply for CAM Notes, see Section 8.</p>	
Brokerage, commission or stamp duty payable	<p>Applicants under the Broker Firm Offer may pay brokerage or other fees to their Broker in relation to their Application. Any such fees will be on terms agreed between the applicant and their Broker.</p> <p>No brokerage, commission or stamp duty is payable by you on your application under the Priority Offer.</p> <p>You may be required to pay brokerage if you sell CAM Notes on ASX after CAM Notes have been quoted on ASX.</p>	Section 8
Minimum Application	<p>Applications must be for a minimum of 2,000 Notes (being \$2,000).</p> <p>If your Application is for more than 2,000 CAM Notes, you must apply in multiples of 100 CAM Notes (being \$100) thereafter.</p>	Section 8
Participation in the Priority Offer	<p>The Priority Offer is open to any eligible person who has a registered address in Australia or New Zealand who:</p> <ul style="list-style-type: none"> (a) is a current Shareholder in CAM or a current Noteholder of CAM; or (b) is any past Shareholder or Noteholder of CAM as determined by the Board in its absolute discretion; or (c) any other person as determined by the Board in its absolute discretion to be eligible to participate in the Priority Offer. 	Section 8
Participation in the Broker Firm Offer	<p>The Broker Firm Offer is open to clients of the Lead Manager and Participating Brokers who are participating Wholesale and Sophisticated Clients and Australian Retail Clients.</p>	Section 8
Allocation policy	<p>CAM will seek to provide Applicants under the Priority Offer with an allocation of at least 2,000 CAM Notes (where such Applicants have applied for 2,000 or more CAM Notes) on a reasonable endeavours basis. CAM does not guarantee any minimum allocation and the extent of any allocation will ultimately depend on the number of Applicants under the Priority Offer and the total level of Applications under the Offer.</p> <p>Allocations to brokers and institutional investors under the Broker Firm Offer will be determined by CAM, in agreement with the Lead Manager.</p>	Section 8

Fees and expenses of the Offer	<p>In consideration for management services provided to the Company in relation to the Offer, the Company will pay Ord Minnett Limited as Lead Manager a flat lead manager fee of \$250,000 (exclusive of GST).</p> <p>In addition, the Lead Manager will be paid a management and selling fee of 2% (exclusive of GST) of the total proceeds of the Broker Firm Offer raised by the Lead Manager and Participating Brokers.</p> <p>The costs of the Offer, net of tax and GST, include legal, accounting, marketing and other costs associated with the preparation of the Prospectus and the issue of CAM Notes. These costs are estimated to be \$625,000 if the full amount is raised through the Offer.</p>	Section 6
Underwriting	The Offer is not underwritten.	Section 8
Tax implications of investing in CAM Notes	A general description of the Australian taxation consequences of investing in CAM Notes is set out in Section 5. That discussion is in general terms and is not intended to provide specific advice in relation to the circumstances of any particular investor. Accordingly, investors should seek independent advice in relation to their individual tax position.	Section 5
Issue Date	CAM expects that CAM Notes will be issued on Monday, 1 September 2025.	Key dates
Commencement of trading on ASX	CAM expects that CAM Notes will begin trading on ASX on Tuesday, 9 September 2025.	Key dates
Holding Statements	CAM expects that Holding Statements will be despatched by Tuesday, 9 September 2025.	Key dates
Withdrawal of Offer	CAM reserves the right not to proceed with the Offer or any part of it at any time before the issue of CAM Notes to Successful Applicants. If CAM withdraws the Offer, CAM Notes will not be issued and all relevant application monies will be refunded (without interest).	
Further information about CAM and the CAM Notes	CAM is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules. In addition, CAM must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about CAM that is not generally available, and that a reasonable person would expect to have a material effect on the price or value of its securities, including the CAM Notes.	Further information about CAM and the CAM Notes

2. CLIME CAPITAL LIMITED – THE BUSINESS

2.1. Company overview

CAM is a listed investment company (**LIC**) quoted on the ASX.

Investing in CAM provides investors with access to a portfolio primarily investing in listed Australian securities. The Company provides investors in Shares with access to a diversified Australian investment portfolio. As a LIC, the Company's purpose is to deliver value to its shareholders based upon the Company's corporate values of integrity, transparency, conviction and progress.

The portfolio is managed by Clime Asset Management Pty Limited (ACN 098 420 770) (**Investment Manager**) which has a strong funds management investment team.

The Company invests in quality companies that have financial and governance integrity but only when the Company can buy the stocks at a reasonable price.

The portfolio of investments comprises investments in well managed companies whose operations cover a wide spectrum of business activities and is constructed from the perspective of a business owner and not simply by tracking the index weighting of various index component stocks.

2.2. Investment objectives and process

CAM's active management style is focused on generating a yield from its portfolio from two main sources:

- (a) First – the receipt of dividends (targeting fully franked) from the portfolio.
- (b) Second – the net realisation of capital gains that create tax payments that add to the Company's franking balance.

By dynamically and consistently adjusting portfolio positioning, the Investment Manager seeks to adjust asset allocations with the aim of generating a consistent and steadily growing income return without exposing the portfolio to excessive capital risk.

CAM's investment focused is value based and aims to:

- (a) prudently manage the portfolio to generate returns that support a steadily growing dividend stream;
- (c) target dividends and dividend growth that is more than the dividend yield (including franking) of the ASX;
- (d) maintain the payment of dividends; and
- (e) manage the portfolio to support or steadily grow capital value.

Accordingly, CAM has delivered a dividend payment yield that has been consistently higher than that achieved by the ASX All Ordinaries Index.

2.3. Description of Investment Manager

Clime Asset Management Pty Limited, the Investment Manager, is the investment manager appointed by the Company to manage the investment portfolio of the Company. The Investment Manager is a wholly owned subsidiary of Clime Investment Management Limited, a company listed on the Australian Securities Exchange (ASX:CIW). The Investment Manager is an Australian asset manager specialising in investing with a quality focus and a strong valuation discipline. Its corporate values of integrity, transparency, conviction and progress are reflected in its investment solutions,

which are developed to help investors grow their wealth and achieve security in retirement. The Investment Manager currently manages in excess of \$1 billion on behalf of investors in its Australian Equities, Fixed Income and International investment products and services.

The investment manager of the Company will not change as a result of the Offer of CAM Notes under this Prospectus.

2.4. Investment philosophy

The Investment Manager has a quality focus with strong valuation discipline.

The Investment Manager believes that attractive long-term investment returns can be achieved through the implementation of a disciplined investment process, using bottom-up fundamental analysis and with a focus on high quality companies.

The Investment Manager seeks to identify high quality securities issued by businesses which contain most if not all of the following characteristics:

- (a) a competitive advantage or leadership within a specific niche and a sound track record;
- (b) strong financial strength, high levels of profitability and margin, historic and forecast;
- (c) low financial leverage;
- (d) capital efficient growth and cash generation;
- (e) highly capable management team aligned with creating shareholder value;
- (f) companies that can deliver genuine sustainable long-term growth; and
- (g) investments that can be purchased at appropriate prices.

Mr. John Abernethy

Non-Independent Chairman

Mr. John Abernethy was appointed Director on 31 July 2009. Mr. Abernethy has over 40 years' funds management experience in Australia and was previously General Manager Investments for NRMA. Mr. Abernethy holds a Bachelor of Commerce (Economics)/LLB from the University of New South Wales.

Mr. Abernethy is a non-executive director of WAM Research Limited, Jasco Holdings Limited, Clime Private Limited.

Mr. Abernethy is also the chairman of Clime Investment Management Limited, the parent entity of the Investment Manager.

Mr. Ronni Chalmers

Non-Independent Director

Mr. Ronni Chalmers has over 40 years of Australian equities investment management experience. He began his career as a graduate at Bankers Trust Australia, rising to Associate Director during its rapid growth in the 1980s. After a decade at Bankers Trust he left and subsequently held senior Portfolio Manager / Investment Manager roles with several funds management and insurance companies before founding CBG Asset Management Limited in 2001. Mr. Chalmers has a Bachelor of Commerce from the University of New South Wales and is a Fellow of the Financial Services Institute of Australasia (FINSIA).

Mr. Marc Schwartz

Independent Director

Mr. Marc Schwartz is an experienced business leader with a diverse career, progressing from Macquarie Bank to the role of Managing Director at Pascoes Pty Ltd. Mr. Schwartz has demonstrated expertise in optimising operational efficiency, devising effective financial strategies and making impactful investment decisions. Currently, Mr. Schwartz is serving as Executive Director of Gelflex Laboratories, a major player in the contact lens manufacturing industry. Mr. Schwartz holds positions as Founder at Blackfox Property and Past Chair of YPO Sydney Pacific. Mr. Schwartz holds a Bachelor's degree in Computer Science and Mathematics from the University of Western Australia.

Ms Diana D'Ambra AM

Independent Director

Ms. Diana D'Ambra AM has more than 15 years' non-executive director experience and more than 25 years' experience as a corporate finance executive director at KPMG, delivering corporate finance, mergers, acquisitions and investment advice across many industries including financial and investment services, property development and infrastructure, fast moving consumer goods, and healthcare. Ms. D'Ambra AM has a Bachelor and Master of Commerce degrees, is a fellow of Chartered Accountants Australia and New Zealand (FCA), Fellow of the Australian Institute of Company Directors (FAICD). Diana has successfully completed the Australia Institute of Company Directors Course (GAICD).

2.5. Effect of the Offer on the Company's capital structure

The effect of the Offer on the Company's capital structure will depend on the number of existing Notes that are either redeemed or converted by existing Noteholders before 31 August 2025 (or 'rolled-over') and the number of CAM Notes that are issued under the Offer. It is not possible for the Company to provide further guidance as to what existing Noteholders may elect to do with respect to their existing Notes.

However, for illustrative purposes, the following tables show the effect of the Offer in two different scenarios:

- (a) where 50% of the existing Notes are redeemed before 31 August 2025 (Table A); and
- (b) where 25% of the existing Notes are redeemed and 25% of the existing Notes are converted into Shares before 31 August 2025 (Table B).

Table A – 50% of existing Notes are redeemed by existing Noteholders on insert date

This table illustrates the effect on the Company's capital where it is assumed that:

- (a) 16,798,494 existing Notes at face value \$1.00 (with accrued interest at 5.25% p.a.) are elected to redeemed by existing Noteholders on a redemption date of 31 August 2025; and
- (b) none of the other existing Notes are converted into Shares, such that all of the remaining existing Notes are 'rolled-over' and maintained as Notes in the capital of the Company after 31 August 2025 and on the same terms as the CAM Notes offered under this Prospectus (assuming the Noteholder Resolution is passed at the Noteholder Meeting).

	Shares	Notes
Existing securities	148,780,042	33,596,988
Existing Notes that are 'rolled-over' from 31 August 2025	-	16,798,494
Number of CAM Notes issued under the Offer	-	14,000,000
Total securities on issue following completion of the Offer	148,780,042	30,798,494

Table B – 25% of existing Notes are redeemed and 25% of existing Notes are converted

This table illustrates the effect on the Company's capital where it is assumed that:

- (a) 8,399,247 existing Notes at face value \$1.00 (with accrued interest at 5.25% p.a.) are elected to be redeemed by existing Noteholders on a redemption date of 31 August 2025; and
- (b) 8,399,247 existing Notes are elected to be converted into Shares (on a 1 Share for 1 Note basis) on a conversion date of 31 August 2025; and
- (c) 16,798,494 existing Notes are 'rolled-over' and maintained as Notes in the capital of the Company after 31 August 2025 and on the same terms as the CAM Notes offered under this Prospectus.

	Shares	Notes
Existing securities	148,780,042	33,596,988
Number of Shares issued on conversion of existing Notes	8,399,247	-
Existing Notes that are 'rolled-over' from 31 August 2025	-	16,798,494
Number of CAM Notes issued under the Offer	-	14,000,000
Total securities on issue following completion of the Offer	157,179,289	30,798,494

3. FINANCIAL INFORMATION AND EFFECT OF THE OFFER

3.1. Historical and pro forma consolidated balance sheet as at 31 December 2024

This section contains a summary of the historical financial information for the Company as at 31 December 2024 (**Historical Financial Information**) and a pro forma historical statement of the financial position as at 31 December 2024 (**Pro Forma Historical Financial Information**)

(collectively, **Financial Information**). The Financial Information has been prepared to illustrate the effect of the Offer before raising costs. The Pro Forma Historical Financial Information assumes that:

- (a) all existing Notes are converted on 31 August 2025 (i.e. it does not take into account any existing Notes that may be redeemed or 'rolled-over' and maintained as Notes after 31 August 2025); and
- (a) a maximum of 14 million CAM Notes are issued under the Offer at a Face Value of \$1 per CAM Note (and none of these CAM Notes are Converted immediately after issue).

	31 December 2024 Historical	Conversion of existing Notes	Offer	31 December 2024 Pro forma Historical
	\$'000	\$'000	\$'000	\$'000
Assets				
Cash and cash equivalents	4,488	-	14,000	18,488
Trade and other receivables	487	-	-	487
Financial Assets at Fair Value	145,159	-	-	145,159
Current tax benefit & Prepayments	7,071	-	-	7,071
TOTAL ASSETS	157,205	-	14,000	171,205
Liabilities				
Trade and other payables	221	-	-	221
Dividend payable	2,037	-	-	2,037
Current tax liabilities	51			51
Convertible notes	33,514	(33,514)	14,000	14,000
TOTAL LIABILITIES	35,823	(33,514)	14,000	16,309
NET ASSETS	121,382	33,514	-	154,896
Equity				
Issued capital	133,695	33,514	-	167,209
Reserves	37,456	-	-	37,456
Accumulated losses	(49,769)	-	-	(49,769)
TOTAL EQUITY	121,382	33,514	-	154,896

3.2. Basis of preparation of financial information

The stated basis of preparation for the Historical Financial Information is in accordance with the recognition and measurement principles of the Australian Accounting Standards.

The stated basis of preparation for the Pro Forma Historical Financial Information is in a manner consistent with the recognition and measurement principles of the Australian Accounting Standards applied to the Historical Financial Information and the events or transactions to which the pro forma adjustments relate, as described in this section of the Prospectus, as if those events or transactions had occurred as at 31 December 2024. The Pro Forma Historical Financial Information is provided for illustrative purposes and will not necessarily reflect the actual position and balances as at the date of this Prospectus or at the conclusion of the Offer.

The Pro Forma Historical Financial Information has been prepared on the basis of the number of Shares on issue as at 31 December 2024 and the assumption stated above in Section 3.1 that the maximum number of CAM Notes (14 million CAM Notes) are issued under the Offer. The Pro Forma Historical Financial Information does not take into account changes to the numbers of Shares and Notes on issue in the capital of the Company since 31 December 2024 due to the buy-back of Shares, Buy-Back of Notes or conversions since 31 December 2024.

CAM is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules, including an obligation to lodge half-yearly and annual financial reports with ASIC.

CAM's financial statements for the half-year ended 31 December 2024 have been audited by Pitcher Partners in accordance with Australian Auditing Standards. A complete version of CAM's financial reports are available from ASX's website, www.asx.com.au.

The Financial Information should be read in conjunction with the notes set out in the Half-Year Report, the risks described in Section 4 and other information contained in the Prospectus.

The Directors are responsible for the preparation and presentation of the Financial Information.

The Pro Forma Historical Financial Information has been prepared by the Directors and assumes completion of the Offer. The accounting policies used in preparation of the Pro Forma Historical Financial Information are consistent with those set out in CAM's Half-Year Report for the half-year ended 31 December 2024.

3.3. Pro forma adjustments to consolidated balance sheet

The Pro Forma Historical Financial Information has been derived from the Historical Financial Information and has been prepared on the basis that the following significant transactions occurred as at 31 December 2024:

(a) Material transactions since 31 December 2024:

(i) Nil

Due to the nature of the pro forma adjustments, they do not represent the actual or prospective financial position of CAM.

3.4. Pro forma cash flow statement as at 31 December 2024

The Company's pro forma historical cash position as at 31 December 2024, adjusted for the Offer (assuming 14 million CAM Notes are issued under the Offer), is derived from actual cash as follows:

	\$'000
Cash as at 31 December 2024	4,488
Gross and maximum proceeds of the Offer	14,000
Offer costs of the Offer	(625) legal fees to be confirmed
Pro forma historical cash balance	17, 863

3.5. CAM's existing debt facilities and debt maturity

As at the date of this Prospectus:

- (a) the Company has on issue a total of 33,596,988 existing Notes where each existing Note has a current face value of \$1.00 and accrued interest at the rate of 5.25% per annum for the period ending 30 November 2025. The number of these existing Notes that the Company is either required to Convert into Shares or redeem on 31 August 2025 will depend on the relevant election made by an existing Noteholder i.e. whether an existing Noteholder elects to not redeem or Convert on or before 31 August 2025 but continue to hold the existing Notes from 31 August 2025 on the same terms as set out in Section 9.
- (a) other than the existing 33,596,988 Notes with face value of \$1.00 referred to in (a) above, CAM has no other outstanding interest-bearing loans and borrowings.

4. RISK FACTORS

4.1. Key Risks

By investing in the CAM Notes, you will be lending money to the Company and, therefore, you will be exposed to a number of risks which can be broadly classified as risks associated with the CAM Notes and risks associated with the Company's business which may affect the CAM Notes. There are also risks associated with the Offer itself.

This Section describes the potential risks associated with the Company's business and the risks associated with an investment in the CAM Notes and the Shares (issued on Conversion of Notes). It does not purport to list every risk that may be associated with an investment in the CAM Notes now or in the future. Some of the risks can be mitigated by appropriate commercial action, but many of the risks (and the occurrence or consequences of those risks) described in this Section of the Prospectus are partially or completely outside the control of the Company and its Directors.

The selection of risks has been based on an assessment of a combination of the probability of the risk occurring and the impact of the risk if it did occur. This assessment is based on the knowledge of the Directors as at the date of this Prospectus but there is no guarantee or assurance that the importance of different risks will not change or other risks will not emerge.

Neither the Company nor any of its Directors, the Investment Manager or any other party associated with the preparation of this Prospectus guarantees that any specific objectives of the Company will be achieved or that any particular performance of the Company or of the CAM Notes offered by this Prospectus will be achieved.

In particular, there can be no guarantee that any forward-looking statements contained in this Prospectus will be realised or will otherwise eventuate. **Investors should note that past performance is frequently not a reliable indicator of future performance.**

Before applying for CAM Notes, you must satisfy yourself that you have a sufficient understanding of the risks noted in this Section and have fully considered whether the Notes are a suitable investment for you, having regard to your own investment objectives, financial circumstances and taxation position. Potential investors should read this Prospectus in full and, if appropriate, seek professional advice if they require further information and advice before deciding to subscribe for Notes.

4.2. General risks

General risk factors outside the control of the Company which may have a significant impact on the future performance of the Company include but are not limited to the following:

- (a) economic conditions in Australia and internationally;
- (b) many developed economies face major structural issues, particularly those countries with high sovereign debt levels;
- (c) market volatility, especially given the present uncertainties in international trade, financial and political conditions;
- (d) changes in the earnings of companies in Australia (whether as a result of general weakness in economic conditions or otherwise);
- (e) a slowdown in emerging markets, including China, which may impact economic growth in Australia;
- (f) changes in investor sentiment and perceptions in local and international stock markets;
- (g) changes in interest, exchange and inflation rates;
- (h) changes in domestic or international fiscal, monetary, regulatory and other government policies, including changes to the taxation of company income and gains and the dividend imputation system in Australia, changes in other general world, economic and political factors may also adversely affect the Company, its future earnings and capital appreciation of the Company's investments; and
- (i) geo-political conditions such as acts or threats of terrorism, military conflicts or international hostilities.

In addition, investors should be aware that there are risks associated with any investment in securities. Prospective investors should recognise that the trading price of the CAM Notes and Shares may fall as well as rise with movements in the equity capital markets in Australia and internationally.

It should be noted that there is no guarantee that the CAM Notes will trade at or above their Face Value or that the Shares (issued on Conversion of Notes) will trade at or above the Conversion Price. It should also be noted that the historic share price performance of the Shares provides no guidance as to the future market price of the Shares or the likely trading price of the CAM Notes.

4.3. Specific Company risks

Key risks relating to the Company are set out below. It is not, however, possible to describe all the risks to which the Company may become subject, and which may impact adversely on the Company's prospects and performance. Specific risk factors which may have a significant impact on the future performance of the Company include the following:

Investment Manager and investment company risk

The Company's success and profitability depends heavily on the ability of its investment manager to construct an investment portfolio that increases over time and delivers income. The Investment Manager may not effectively manage the investment portfolio or may advise the company in a manner that does not consistently meet the company's investment objectives over time. The past performance of portfolios managed by the Investment Manager, and persons associated with the Investment Manager, are not necessarily a guide to future performance of the Company or the Company's investment portfolio.

If the Investment Manager, or a key employee of the Investment Manager ceases to manage the investment portfolio, or the Investment Management Agreement is terminated, the Company will need to identify and engage a suitably qualified and experienced investment manager to ensure that the investment portfolio continues to meet the company's investment objectives. The term of the current agreement with the Investment Manager will expire on 4 February 2029.

While the Investment Manager will seek to mitigate the risks that may adversely affect its investment performance or its investment decisions, there can be no guarantee that the Investment Manager will achieve any particular investment return or yield within the Company's investment portfolio.

Investment risk

There is a risk that the Company's investment portfolio will fall in value over the short or long term or may experience sustained periods of poor investment performance, or fail to meet the Company's investment objectives. Individual security prices may fluctuate and under perform other asset classes over time. Investors in the Company are exposed to this risk through both their holdings in securities in the Company and through the Company's investment in equity assets.

The Company's securities may trade on ASX at a discount to the net asset value of the investment portfolio on a per security basis and the performance of the Company's securities may not be correlated with the performance of the Company's investment portfolio.

Performance fee structure risk

The Investment Manager may receive performance fees based on the performance of the Company's portfolio. These performance fee arrangements may create an incentive for the Investment Manager to make more speculative or higher risk investments than would be the case in the absence of such a fee.

Securities risk

There are risks associated with any investment in listed securities. The market price of listed securities is affected by numerous factors including hostilities, tension and acts of terrorism, general investor sentiment and the movement of prices on local and international share markets. As a consequence, securities carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those securities. Share markets tend to move in cycles, and individual share prices may fluctuate and underperform other asset classes over extended periods of time. Shareholders in the Company are exposed to this risk through their holding of Shares and Notes, as well as through the company's investment portfolio.

Key Personnel risk

The performance of the Company is highly dependent on a number of highly skilled personnel, including the directors and the Investment Manager. The loss or departure of one or more key personnel and/or the inability to hire new personnel, may have a material adverse effect on the Company's performance or ability to grow.

Compliance with and changes to financial services legislation and regulation

The financial services industry is highly regulated in Australia. The Investment Manager operates under an AFSL and is subject to the regulatory regime associated with carrying on business pursuant to that AFSL. If the Investment Manager does not or cannot comply with the necessary laws and regulations, it may be exposed to fines, penalties or loss of its AFSL authorisation, which may alone or in combination have a material adverse effect on the Investment Manager's ability to operate as a fund manager, and therefore its financial performance and reputation. As a consequence, these factors may have a material adverse effect on the Company's financial performance and future prospects.

Further capital requirements of the Company

There is no assurance that the Company will not need to raise additional capital to fully exploit future business opportunities available to it. There can be no assurance that the Company will be able to raise such capital on favourable terms (if at all) or, if it is able to raise capital, that it will be able to invest that capital efficiently. If the Company is unable to obtain or invest such additional capital, the Company may be required to reduce the scope of its investment activities or forgo an investment opportunity which could adversely affect its business, financial condition and results of operation.

4.4. Risks associated with investing in CAM Notes

CAM Notes are complex instruments and may not be suitable investment for all investors

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

Interest payments

The Company expects to make interest payments using available cash balances and cash flow from its operations. If CAM's investments do not perform as expected by CAM, there is a risk that CAM would be unable to generate sufficient cash balances and cash flows from operations and would in that case have insufficient cash flows to service the monthly interest payments on the CAM Notes. The Company intends to mitigate this risk by ensuring it has cash or liquid interests to make interest payments when due.

The interest payments on the CAM Notes are not guaranteed by the Investment Manager, the Trustee or any other entity.

Redemption risk

The Company expects to be able to redeem the CAM Notes on the Maturity Date using the proceeds from future debt or equity raisings, cash flows from operations or proceeds from the sale of investments. There is a risk that the Company may be unable to procure or raise sufficient cash resources from its operations, future debt or equity raisings and may, in that case, have insufficient cash to redeem the CAM Notes at the Maturity Date (or any earlier date as otherwise required under the Note Terms).

If the Company fails to make interest payments or redeem the CAM Notes when due, the Trustee has certain rights under the Trust Deed and the Note Terms to take enforcement action against the Company. The rights of each Noteholder to enforce the obligations of the Company under the CAM Notes are limited to the exercise of its rights to enforce and seek due administration by the Trustee.

of the Trust Deed. In the event of an early redemption (before the Maturity Date) of CAM Notes due to an Event of Default (as described in the Note Terms contained in Section 9), which includes an insolvency event or Delisting Event occurs in respect of the Company, Noteholders may not receive the returns they expected to achieve on CAM Notes if held until maturity.

Interest rate risk

Interest on the CAM Notes is fixed at 6.5% per annum (payable monthly in arrears). No adjustment will be made to the rate of interest paid to Noteholders as other market-based interest rates rise or fall.

The market price of the CAM Notes on ASX may fluctuate due to changes in interest rates generally, credit spreads on other corporate securities or investor sentiment towards the Company.

Inflation rate risk

An increase in the inflation rate may erode in real terms the value of the capital invested in the CAM Notes.

Financial market conditions

The market price of the CAM Notes will fluctuate due to various factors, including worldwide economic conditions, interest rates, credit spreads on other corporate securities, COVID-19 pandemic (and government responses) related impacts, general movements in the Australian and international equity markets, movements in the market price of Shares, factors which may affect the Company's financial position and earnings and investor sentiment.

The market price of CAM Notes may be more sensitive than that of the Shares to changes in interest rates and, therefore, the CAM Notes could trade on ASX at a price below the Issue Price.

The Shares issued as a result of conversion of any CAM Notes will, following conversion, rank equally with the existing Shares. Accordingly, their value after issue will depend upon the market price of the Shares (which price, compared to the Conversion Price, may rise or fall).

Market price of Shares and Notes

The market price of the Shares may be volatile. The volatility of the market price of the Shares may cause volatility in the price of the CAM Notes and affect the ability of Noteholders to sell their CAM Notes either at all or at an acceptable price. Additionally, this may result in greater volatility in the market price of the CAM Notes than would be expected for non-convertible debt securities. There may be volatility in the market price of CAM Notes, and this may result in a market price below the Issue Price of \$1.00 per CAM Note. If you sell your CAM Notes, you may not be able to do so at an acceptable price or you may not be able to sell at all if insufficient liquidity exists in the market for CAM Notes.

Liquidity

While the Company will seek quotation of the CAM Notes on ASX in order to facilitate on market trading of the CAM Notes, the market for CAM Notes may be less liquid than the market for Shares and, as such, there can be no assurance that Noteholders will be able to buy or sell CAM Notes on ASX.

Ranking

If the Company is wound-up, Noteholders will rank behind secured creditors of the Company and equally with other unsecured creditors and unsubordinated creditors of the Company (other than those mandatorily preferred at law) and ahead of Shareholders.

If there is a shortfall of funds on winding-up, there is a risk that Noteholders will not receive a full (or any) repayment of their money invested in the CAM Notes or payment of unpaid interest.

Conversion

The Shares held by Noteholders following conversion of their CAM Notes will have the same rights as other existing Shares, which are different from the rights attached to the CAM Notes.

The market price of the Shares may fluctuate over time as a result of a number of factors.

Noteholders have no voting rights at Shareholder meetings

There is a risk that Noteholders may be affected by corporate decisions made by CAM. Noteholders have no voting rights or other rights in relation to the Shares until Shares are issued to them on Conversion.

Noteholders have limited anti-dilution protection

While CAM is subject to the constraints of the Listing Rules regarding the percentage of capital that it is able to issue within a 12-month period, any issuance of equity securities by CAM after the offer of the CAM Notes could dilute the interest of the existing shareholders.

CAM may undertake additional offerings of securities in the future. The CAM Note Terms provide for an adjustment to the basis for Conversion in relation to a reorganisation or reconstruction (including consolidation, subdivision, reduction or return) of the issued capital. Refer to the CAM Note Terms contained in Section 9.

Change in the Australian tax system

Prospective investors should be aware that any future changes in Australian tax law, including changes in interpretation or application of the law by the courts or taxation authorities in Australia, may affect the taxation treatment of the acquisition, holding and disposal of Notes and the market price of the Notes.

Enforcement risk

The CAM Note Terms provide that rights under the CAM Note Terms and the Trust Deed may generally only be enforced by the Trustee and not by the Noteholders directly. Noteholders must therefore notify their claims to the Trustee and rely on enforcement by the Trustee, except in certain circumstances where the Trustee has failed to take action after being directed by the Noteholders to do so.

The Trustee is not obliged to take any enforcement action unless it is indemnified and first placed in funds. The Trustee may waive any breach of the Trust Deed except for non-payment of the face value of CAM Notes.

Noteholders may, by Special Resolution, amend the Note Terms in order to waive a breach of the Note Terms or amend by Ordinary Resolution or Special Resolution, depending on the type of modification, the Trust Deed or Note Terms. A large Noteholder may influence the outcome of any such vote.

Investors should carefully read the above risk factors and the other information in the Prospectus concerning the Offer and, if they are unsure in any regard to any aspect of the Offer or the CAM Notes, consult their professional advisers before deciding whether to subscribe for CAM Notes.

5. AUSTRALIAN TAXATION IMPLICATIONS

This section contains a general description of the Australian tax consequences of acquiring, holding, converting or disposing of the CAM Notes.

The description applies only to Noteholders who are individuals who are not otherwise associates of CAM and who acquire, hold and dispose of the CAM Notes on capital account. It does not apply to Noteholders which are companies, trusts or other types of entities and it does not apply to Noteholders who acquire, hold or dispose of the CAM Notes as part of the conduct or carrying on of a business (in any jurisdiction), or who otherwise hold the CAM Notes on revenue account or as trading stock nor to Noteholders who are subject to the taxation of financial arrangements rules contained in Division 230 of the Tax Act in relation to gains and losses on their CAM Notes.

The actual taxation consequences of acquiring, holding and disposing of the CAM Notes will vary depending upon the particular circumstances of each Noteholder. Therefore, prospective Noteholders should obtain independent professional advice relating to their own specific circumstances and they should not rely on the summary below.

This summary assumes that all relevant transactions are carried out in the manner described in this Prospectus and is based upon the law and the commonly understood administrative practices of the Australian Taxation Office (**ATO**) as in effect at the date of this Prospectus. Prospective investors should note that taxation law and its interpretation is subject to change and is open to challenge. Prospective investors should treat the following comments as a guide only. No ruling has been sought from the ATO to confirm the views below.

5.1. CAM Notes as debt interests

The CAM Notes should be 'debt interests' issued by CAM, notwithstanding that the Noteholders will have the right to convert their CAM Notes into Ordinary Shares in CAM in accordance with the CAM Note Terms. Therefore, interest payable on the CAM Notes should not be frankable distributions for tax purposes but treated as interest, as discussed below.

5.2. Australian resident individuals

Payments of interest

Payments of interest in respect of the CAM Notes should be included in the assessable income of Noteholders who are residents of Australia for Australian income tax purposes, generally in the year of income in which the payments are received.

Noteholders are not required to quote their tax file number to CAM in connection with their acquisition of the CAM Notes, but CAM may be required to withhold and remit to the ATO a portion (currently 47%) of any interest payable on the CAM Notes to a Noteholder who has not validly quoted their tax file number in connection with their acquisition of the CAM Notes (or provided evidence of an applicable exemption from withholding). Where withholding is required, the Noteholder would be entitled to claim from the ATO a credit for the amount which CAM withheld from that Noteholder and remitted to the ATO.

No additional amounts are payable to a Noteholder if withholding is required because that Noteholder did not validly quote a tax file number or provide evidence of an applicable exemption.

Sale or redemption of CAM Notes

The CAM Notes held by Australian resident individuals should be subject to the rules applicable to traditional securities because the CAM Notes would not be issued at a discount to their face value, nor would they have any deferred income features such as indexation of invested capital.

Therefore, any gain made on the sale or redemption of the CAM Notes (where the amount received on sale or redemption exceeds the cost of subscribing for or purchasing the CAM Notes), should be included in the assessable income of the Australian resident Noteholder, usually in the year of income in which the Noteholder becomes entitled to receive the proceeds of sale or the redemption amount. In those circumstances, the gain would generally not be subject to the capital gains tax (CGT) provisions and the CGT discount would not apply, even if the CAM Notes were held for more than 12 months.

Any loss made by an Australian resident individual Noteholder from the sale or redemption of the CAM Notes (where the amount received on sale or redemption is less than the cost of subscribing for or purchasing the CAM Notes) should generally be an allowable deduction, subject to certain exceptions, usually in the year of income in which the Noteholder becomes entitled to receive the proceeds of sale or the redemption amount. Noteholders should seek their own advice regarding their entitlement to a deduction for any loss made from the sale or redemption of the CAM Notes.

Conversion to Ordinary Shares

A Noteholder of a CAM Note may request Conversion of the CAM Note into Ordinary Shares. The Conversion would generally be ignored for the purposes of both the traditional securities rules described above and the CGT rules, such that there will be no taxing point (and no loss) at the time of Conversion under those rules. Instead, the Ordinary Shares acquired pursuant to the Conversion will be treated as having a cost base that is, in broad terms, equal to the cost base of the CAM Notes at the time of Conversion, plus any amount paid on Conversion (where applicable).

Any gain or loss on the ultimate disposal of the Ordinary Shares held on capital account will be subject to the CGT provisions.

A Noteholder will be taken to have acquired the Ordinary Shares acquired pursuant to a Conversion at the time of the Conversion. The acquisition date of the Ordinary Shares does not go back to the date of the acquisition of the CAM Notes. Therefore, the Ordinary Shares would need to be held for a further 12 months from the time of Conversion in order to be eligible for any available CGT discount. Noteholders should seek their own advice regarding their entitlement to the CGT discount upon an ultimate disposal of any Ordinary Shares acquired pursuant to a Conversion.

5.3. Other taxes

Noteholders will generally not be subject to any Australian goods and services tax or stamp duties in any Australian State or Territory in respect of their acquisition, holding, sale, redemption or Conversion of CAM Notes or the receipt of interest payable on CAM Notes.

6. MATERIAL AGREEMENTS

6.1. Key documents

The Board considers that certain agreements relating to CAM are significant to the Offer, the operations of CAM or may be relevant to investors. A description of material agreements or arrangements, together with a summary of the more important details of each of these agreements is set out below.

6.2. Investment Management Agreement

The management of the Company's investment portfolio is undertaken by the Investment Manager, Clime Asset Management Pty Ltd pursuant to the Investment Management Agreement between the Company and the Investment Manager.

Mr. John Abernethy is the Chairman of the Investment Manager (a wholly-owned subsidiary of ASX listed company Clime Investment Management Limited). Clime Asset Management Pty Ltd receives management and performance fees as remuneration for managing the Company's investment portfolio.

The investment management agreement entered into by the Company with the Investment Manager is for an initial period of 25 years and commenced on 2 February 2004, the date of listing of CAM on ASX.

The Investment Manager is entitled to a monthly base fee calculated as 0.08334% (excluding GST) of the market value of all assets of the Company's portfolio less total indebtedness of the Company, calculated on the last Business Day of each month and payable monthly in arrears.

The Investment Manager is also entitled to a performance fee calculated as 20% (excluding GST) of the amount by which the absolute dollar value of the investment performance (after deducting the base fee) exceeds the All Ordinaries Accumulation Index for the annual period, provided that the performance is positive.

The term of the current investment management agreement will expire on 4 February 2029.

Further information on the Investment Manager is available from www.clime.com.au.

6.3. Trust Deed

Trust Deed

The Trust Deed governs the terms and conditions on which the CAM Notes are to be issued and is subject to the Corporations Act and ASX Listing Rules. Schedule 1 to the Trust Deed contains the terms of issue of the Notes (**Note Terms**). The Note Terms that apply to the CAM Notes offered under this Prospectus are set out in Section 9 of this Prospectus.

The following is a summary of the material provisions of the Trust Deed. To obtain a complete understanding of the Trust Deed, it is necessary to read it in full. Copies of the Trust Deed are available free of charge on request by a person during the Offer period from the Company office on 1300 788 568 or alternatively by emailing info@clime.com.au.

Legal Nature of the Notes

The Trust Deed provides that the CAM Notes:

- (a) constitute separate and independent acknowledgements of the indebtedness of the Company;
- (b) are subject to the terms of the Trust Deed;
- (c) are direct, redeemable, unsecured obligations of the Company;
- (d) are convertible into Shares on and in accordance with the Note Terms;
- (e) rank equally between themselves;

- (f) do not carry a right to vote at any general meeting of Shareholders or to dividends paid by the Company.

The Company's obligations in relation to the CAM Notes, as constituted by and specified in the Trust Deed, are to the Trustee and to those persons who are registered as Noteholders. No note certificates will be issued by the Company unless the Company determines such evidence should be made available or is required by law, the Listing Rules or the ASX Settlement Operating Rules.

Declaration of Trust

The Trustee declares that it holds on trust for the Noteholders the Trust Fund and the right to enforce the Company's duty to pay the Moneys Owing on the CAM Notes on the due date for payment in accordance with the CAM Note Terms.

Company's undertakings

Under the Trust Deed, the Company undertakes to the Trustee that it will among other things:

- (a) to pay the Moneys Owing when due and payable in accordance with the Note Terms to, or to the order of, the Trustee;
- (b) comply with the Trust Deed;
- (c) comply with the negative covenants as set out in the Note Terms;
- (d) not enter into any amalgamation, demerger, merger or corporate reconstruction (other than solvent reorganisation);
- (e) carry on and conduct its business in a proper and efficient manner;
- (f) obtain and maintain all Authorisations required to:
 - (i) execute the Trust Deed and to carry out the transaction that the Trust Deed contemplates;
 - (ii) ensure that the Trust Deed is legal, valid, binding and admissible in evidence; and
 - (iii) comply with any conditions to which any of the Authorisations are subject.

Trustee's undertakings

Under the Trust Deed, the Trustee makes certain undertakings including that it will:

- (a) act honestly and in good faith in the performance of its functions as Trustee, and show the degree of care and diligence required of a trustee having regard to the extent of its rights and obligations under the Trust Deed;
- (b) act continuously as Trustee until either the Trust is terminated, or it retires or is removed in accordance with the Trust Deed;
- (c) comply with all duties imposed on it under the Corporations Act and satisfy at all times the requirements to be appointed and act as a trustee as provided for in section 283AC(1) and 283AC(2) of the Corporations Act;
- (d) subject to the provisions of the Trust Deed and the Trustee's general duties as trustee at law, in equity or by statute, not interfere with the conduct of the ordinary business of the Company; and
- (e) hold, and account for, the Trust Fund separate from any other property owned or administered by it,

without being responsible, or liable to any person, for any loss occasioned by so doing unless the Trustee has been guilty of fraud, wilful default or gross negligence.

Powers of the Trustee

In addition to those powers arising under law, the Trustee has certain powers and discretions as set out in the Trust Deed, including the power:

- (a) exercise all Powers under the Trust Deed and any other document to which it is party in its capacity as trustee of the Trust (including those Powers conferred on trustees generally by statute and those conferred on trustees generally by law or equity) as if the Trustee were the absolute and beneficial owner of the Trust Fund and such documents;
- (b) enter into such other documents in its capacity as trustee of the Trust as it is authorised to from time to time by the Noteholders;
- (c) to waive any breach by the Company of any provision under the Trust Deed (except the non-payment of the Face Value of any Note in breach of the Trust Deed which has not been remedied);
- (d) to decide whether or not to take action to enforce the Trust Deed or Note Terms (unless so directed by a Special Resolution of Noteholders, it shall have been indemnified by the Noteholders, and it is not restricted or prohibited from taking such action by any order of any competent court or any applicable law);
- (e) to delegate its functions; and
- (f) amend the Trust Deed in certain circumstances without the approval of Noteholders.

Limited liability and indemnity of Trustee

The liability of the Trustee is limited in the manner set out in the Trust Deed.

6.4. Lead Manager Engagement

CAM and Ord Minnett Limited (ACN 002 433 048) executed an engagement letter with respect to the Lead Manager's appointment as lead manager of the Offer.

Fees and expenses

In consideration for the management services provided to the Company in relation to the Offer, the Company will pay the Lead Manager a fixed fee of \$250,000 (excluding GST) on the Settlement Date.

In addition, the Company will pay the Lead Manager a management and selling fee of 2% (excluding GST) of the proceeds raised by the Lead Manager under the Broker Firm Offer.

Termination events

The Lead Manager's engagement will terminate on the earlier of, completion of the Offer, or, at any time on written notice by either the Company or the Lead Manager.

6.5. Constitution

This Section 6.5 is a summary of some provisions of the Company's Constitution which relate to meeting procedures, Director appointments and Director remuneration.

(a) Meeting procedures

Each Shareholder, the Directors, the ASX and the auditor of the Company are entitled to receive notice of any general meeting of the Company. The Company is obliged to convene and hold an annual general meeting once every year within 5 months of the end of the Company's financial year.

(b) Directors' remuneration

The Directors are to be paid out of the funds of the Company as remuneration for their services as directors such amount as the Company in general meeting of Shareholders determines, to be divided among them as they agree or in default of agreement equally among the Directors. The Directors' remuneration may not be increased except without the prior approval of Shareholders at a general meeting of Shareholders. The remuneration of the chairperson may be determined by the Directors.

The aggregate amount of fees that may be paid per annum to Non-Executive Directors is \$200,000 (inclusive of statutory entitlements).

Any Director with the concurrence of the Directors performs extra services or makes any special exertions for the benefit of the Company, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a director, or who at the request of the Board engages in any journey on the business of the Company, may be paid extra remuneration as determined by the Board having regard to the value to the Company of the extra services or special exertions and subject to applicable law.

Any Director may be paid a retirement benefit as consideration for or in connection with retirement, as determined by the Board, in accordance with the Law and the Listing Rules.

6.6. Rights attaching to CAM Notes

The rights attaching to the CAM Notes are contained in the CAM Note Terms, which are contained in Section 9.

6.7. Rights attaching to Shares

The shares issued on conversion of the Notes will be fully paid ordinary shares (**Shares or Ordinary Shares**) and will rank equally with all existing Shares on issue in all respects, except that they will not be entitled to any dividend or any other distribution or entitlement that has not been paid as at the Conversion Date but for which the record date was prior to the Conversion Date. The rights attaching to the Shares are set out in the Constitution and the Corporations Act. A copy of the Constitution is available free of charge from the Company to any person who requests a copy during the Offer period in relation to this Prospectus. To obtain a copy of the Constitution contact the Company office on 1300 788 568 or alternatively email info@cclime.com.au.

The following is a broad summary of the rights which attach to the Shares. It is not intended to be an exhaustive or definitive summary of the rights attaching to the Shares.

(a) Rights of Shareholders

Each Shareholder has the right to receive notices of and to attend general meetings of the Company.

All Shares rank, in a winding up of the Company and entitlement to dividends, equally with each other in proportion to the amount paid up or deemed to be paid up on the Shares.

(b) Voting rights

Subject to restrictions under applicable law on voting from time to time affecting any particular Shareholder or any class of shares and subject to any contrary provisions of the Constitution, at a meeting of Shareholders, each Shareholder entitled to vote may vote in person or by proxy or attorney or, being a corporation, by a duly authorised representative, and has one vote on a show of hands and one vote per Share on a poll for each fully paid Share held, and for each partly paid Share

held, a vote having the same proportionate value as the proportion to which the Shares have been paid up. Voting may be in person or by proxy, attorney or representative.

(c) Dividends

Subject to the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rules, the Directors may determine that a dividend is payable on Shares. The Directors may fix the amount of the dividend, whether the dividend is franked, the franking percentage and the franking class, the time for determining entitlements to the dividend, the time for payment and the method of payment of a dividend. The method of payment may include any or all of the payment of cash, the issue of shares or other securities, the grant of options and the transfer of assets. The Company is not required to pay any interest on a dividend. Subject to any rights or restrictions attached to a class of shares, the person entitled to a dividend on a share is entitled to:

- (a) if the share is fully paid (whether the issue price of the share was paid or credited or both) the entire dividend; and
- (a) if the share is partly paid, a proportion of that dividend equal to the proportion which the amount paid (excluding amounts credited) on that share is of the total amounts paid or payable (excluding amounts credited) on that share.

Dividends must only be paid in accordance with applicable laws and the Constitution. CAM is restricted under the Corporations Act from paying dividends unless:

- (a) CAM's assets exceed its liabilities immediately before the dividend is determined and the excess is sufficient for the payment of the dividend;
- (b) The payment of the dividend is fair and reasonable to Shareholders as a whole; and
- (c) The payment of the dividend does not materially prejudice CAM's ability to pay its creditors.

(d) Transfer

Subject to the Constitution, the Corporations Act, the ASX Listing Rules and ASX Settlement Operating Rules, Shares are freely transferable. The Directors may refuse to register a transfer of Shares or apply a holding lock to prevent a transfer of Shares where the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rule permits the Company to do so.

(e) Winding-up

Subject to the preferential entitlement of preference shareholders, on a winding up of the Company:

- (a) any surplus must be divided among the Shareholders in the proportions which the amount paid (including amounts credited) on the Shares of a Shareholder is of the total amounts paid and payable (including amounts credited) on the Shares of all Shareholders; and
- (b) the liquidator may, with the sanction of a special resolution of the Shareholders, distribute among the Shareholders the whole or any part of the property of the Company and decide how to distribute the property as between the Shareholders or different classes of Shareholders.

At present the Company has no preference shares or shares with preferential rights on issue and has no current plans to create further classes of shares.

(f) Variation of rights

At present, the Company only has Ordinary Shares on issue and has no current plans to create further classes of shares.

Subject to the Corporations Act and the terms of issue of shares in a particular class, the rights attaching to any class of shares such as the Shares can only be varied if the variation is approved in

writing by holders of that class of shares holding at least 75% of the total number of issued shares of that class, or by a special resolution passed at a separate meeting of shareholders holding shares in that class.

(g) Issue of further Ordinary Shares

Subject to Shareholder approvals required under the listing Rules, the Directors control the issue of Ordinary Shares. Subject to the Corporations Act, the Constitution and the Listing Rules, the Directors may issue further Ordinary Shares, preference shares, other securities and grant options over Ordinary Shares, on such terms and conditions as the Directors determine.

7. ADDITIONAL INFORMATION

7.1. No breaches of loan covenants or debt obligations

CAM has not breached any loan covenants or capital market debt obligations in the two years prior to the date of this Prospectus.

7.2. Compliance with chapter 2M and section 674 of the Corporations Act

As at the date of this Prospectus, CAM has complied with the provisions of Chapter 2M of the Corporations Act as they apply to CAM and with section 674 of the Corporations Act.

7.3. Continuous reporting and disclosure obligations

This Prospectus is a transaction specific prospectus issued by CAM in accordance with the applicable provisions of the Corporations Act for a prospectus for continuously quoted securities. It has been prepared in accordance with section 713 of the Corporations Act and *ASIC Corporations (Offers of Convertibles) Instrument 2016/83*.

In general terms, a transaction specific prospectus is only required to contain information about the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information about all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

The Company is subject to regular reporting and disclosure obligations because it is a 'disclosing entity' for the purposes of the Corporations Act. These obligations require that CAM prepare both yearly and half-yearly financial statements and a report on the operations of CAM during the relevant accounting period together with an audit or review report by its auditor. Copies of these documents and other documents lodged with ASIC by CAM may be obtained from, or inspected at, an ASIC office.

Additionally, as a listed company, the Company is subject to the Listing Rules which require disclosure to ASX of any information the Company has which a reasonable person would expect to have a material effect on the price or value of CAM's securities unless exceptions from disclosure apply under the Listing Rules.

Section 713 of the Corporations Act (as modified by *ASIC Corporations (Offers of Convertibles) Instrument 2016/83*) enables a company to issue a transaction specific prospectus where the securities offered are continuously quoted securities (within the meaning of that term in the Corporations Act) or securities convertible into continuously quoted securities. This generally means that the relevant securities are in a class of securities that were quoted enhanced disclosure securities at all times during the 3 months before the date of the prospectus and that, during the 12 months before the date of the prospectus, the issuing company was not exempted from the

continuous disclosure regime and disclosing entity requirements provided for under the Corporations Act and the Listing Rules.

The content requirements for a transaction specific prospectus under Section 713 of the Corporations Act require that the prospectus contain:

- (a) information regarding the effect of the Offer on CAM;
- (b) information regarding the rights and liabilities attaching to the CAM Notes and the Ordinary Shares (underlying securities that the CAM Notes may be converted into);
- (c) statements detailing that, as a disclosing entity, CAM is subject to regular reporting and disclosure obligations, and that copies of documents lodged with ASIC in relation to CAM may be obtained from, or inspected at, an ASIC office; and
- (d) a statement informing people of their right to obtain a copy of certain financial documents and continuous disclosure notices and noting that copies will be provided free of charge if requested during the application period for the prospectus.

CAM believes, after having made reasonable enquiry, that it has complied in full with, and has not been exempted from, the general and specific requirements of ASX (as applicable throughout the 12-month period prior to the date of this Prospectus) which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of the ASX making that information available to the stock market conducted by ASX.

To meet the specific disclosure requirements for a transaction specific prospectus set out in section 713(5) of the Corporations Act, the prospectus must also incorporate information if such information:

- (a) has been excluded from a continuous disclosure notice in accordance with the Listing Rules; and
- (b) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the body; and
 - (ii) the rights and liabilities attaching to the securities being offered.

The prospectus must contain this information only to the extent to which it is reasonable for investors and their professional advisors to expect to find such information in the prospectus.

In addition, CAM has committed to publish on its website at the end of each quarter, a copy of each 283BF Report lodged with ASIC (as soon as practicable after providing it to the Trustee).

ASX maintains records of company announcements for all companies listed in ASX. CAM's announcements may be viewed on ASX's website. Copies of ASX announcements are available on the ASX website (www.asx.com.au) or the Company's website at www.clime.com.au.

The following announcements (continuous disclosure notices) have been made by the Company to ASX since lodgment of the Company's annual report for the financial year ended 30 June 2024 with ASX on 23 August 2024 to the date of this Prospectus:

Date	Announcements
23 August 2024	FY24 results & September quarter dividend
23 August 2024	2024 Appendix 4G & Corporate Governance Statement
23 August 2024	Dividend/Distribution – CAM
26 August 2024	Net Tangible Asset Backing 23 August 2024
27 August 2024	Update - Dividend/Distribution - CAM
2 September 2024	Update - Notification of buy-back – CAMG
2 September 2024	Notification of cessation of securities - CAM
2 September 2024	Net Tangible Asset Backing 30 August 2024
9 September 2024	Net Tangible Asset Backing 6 September 2024
13 September 2024	Net Tangible Asset Backing 31 August 2024
16 September 2024	Notification of cessation of securities - CAM
16 September 2024	Share Purchase Plan Offer
16 September 2024	Update - Dividend/Distribution – CAM
16 September 2024	Proposed issue of securities – CAM
16 September 2024	Net Tangible Asset Backing 13 September 2024
17 September 2024	2024 SPP Cleansing Notice
17 September 2024	2024 Share Purchase Plan Booklet
23 September 2024	Net Tangible Asset Backing 20 September 2024
27 September 2024	Update - Notification of buy-back – CAMG
27 September 2024	Quarterly Report to Trustee and ASIC
30 September 2024	Net Tangible Asset Backing 27 September 2024
3 October 2024	Notification of cessation of securities - CAM
8 October 2024	Net Tangible Asset Backing 4 October 2024
10 October 2024	Completion of Share Purchase Plan
10 October 2024	Application for quotation of securities - CAM
10 October 2024	Net Tangible Asset Backing 30 September 2024
14 October 2024	Net Tangible Asset Backing 11 October 2024

17 October 2024	Change of Director's Interest Notice - JA
17 October 2024	Change of Director's Interest Notice – RC
17 October 2024	Change of Director's Interest Notice – DD
21 October 2024	Net Tangible Asset Backing 18 October 2024
21 October 2024	Update - Dividend/Distribution – CAM
23 October 2024	Notice of Annual General Meeting/Proxy Form
25 October 2024	Update - Notification of buy-back – CAMG
28 October 2024	Update - Notification of buy-back - CAM
28 October 2024	Application for quotation of securities - CAM
28 October 2024	Net Tangible Asset Backing 25 October 2024
29 October 2024	Notification of cessation of securities – CAM
31 October 2024	Update - Notification of buy-back - CAMG
31 October 2024	Notification of cessation of securities – CAM
1 November 2024	Update - Notification of buy-back – CAM
1 November 2024	Update - Notification of buy-back – CAMG
4 November 2024	Net Tangible Asset Backing 1 November 2024
8 November 2024	Notification of cessation of securities – CAM
11 November 2024	Net Tangible Asset Backing 8 November 2024
13 November 2024	2024 December Quarter dividend guidance
14 November 2024	Update - Notification of buy-back – CAM
14 November 2024	Update - Notification of buy-back – CAMG
14 November 2024	Net Tangible Asset Backing 31 October 2024
15 November 2024	Update - Notification of buy-back - CAM
15 November 2024	Update - Notification of buy-back - CAMG
15 November 2024	Interest Payment - CAMG
18 November 2024	Update - Notification of buy-back - CAM
18 November 2024	Net Tangible Asset Backing
20 November 2024	Notification of cessation of securities - CAM

20 November 2024	Update - Notification of buy-back – CAM
21 November 2024	Update - Notification of buy-back - CAMG
22 November 2024	Update - Notification of buy-back - CAMG
22 November 2024	Notification of cessation of securities - CAM
22 November 2024	2024 AGM Chair's Address to Shareholders
22 November 2024	Dividend/Distribution - CAM
22 November 2024	Results of Meeting
25 November 2024	Update - Notification of buy-back - CAM
25 November 2024	Net Tangible Asset Backing 22 November 2024
26 November 2024	Notification of cessation of securities – CAM
28 November 2024	Update - Notification of buy-back - CAM
29 November 2024	Update - Notification of buy-back - CAM
2 December 2024	Net Tangible Asset Backing 29 November 2024
3 December 2024	Update - Notification of buy-back – CAMG
3 December 2024	Notification of cessation of securities - CAM
4 December 2024	Update - Notification of buy-back - CAM
9 December 2024	Update - Notification of buy-back – CAMG
9 December 2024	Notification of cessation of securities – CAM
9 December 2024	Net Tangible Asset Backing
11 December 2024	Update - Notification of buy-back - CAM
12 December 2024	Update - Notification of buy-back - CAMG
13 December 2024	Notification of cessation of securities – CAM
13 December 2024	Net Tangible Asset Backing - 30 November 2024
16 December 2024	Net Tangible Asset Backing 13 December 2024
17 December 2024	Update - Notification of buy-back - CAMG
20 December 2024	Update - Notification of buy-back - CAMG
20 December 2024	Notification of cessation of securities - CAM
20 December 2024	Quarterly Report to Trustee and ASIC

27 December 2024	Update - Notification of buy-back - CAMG
27 December 2024	Notification of cessation of securities – CAM
2 January 2025	Net Tangible Asset Backing 31 December 2024
14 January 2025	Monthly Update - Net Tangible Asset Backing 31 December 2024
17 January 2025	Net Tangible Asset Backing 16 January 2025
21 January 2025	Update - Dividend/Distribution - CAM
28 January 2025	Update - Notification of buy-back – CAMG
30 January 2025	2025 March Quarter Dividend Guidance
31 January 2025	Application for quotation of securities - CAM
31 January 2025	Notification of cessation of securities – CAM
3 February 2025	Update - Notification of buy-back - CAM
3 February 2025	Net Tangible Asset Backing 31 January 2025
4 February 2025	Update - Notification of buy-back - CAM
5 February 2025	Update - Notification of buy-back - CAM
7 February 2025	Update - Notification of buy-back - CAM
10 February 2025	Update - Notification of buy-back - CAM
10 February 2025	Notification of cessation of securities – CAM
11 February 2025	Update - Notification of buy-back - CAM
12 February 2025	Update - Notification of buy-back - CAM
13 February 2025	Interest Payment – CAMG
14 February 2025	Update - Notification of buy-back - CAM
14 February 2025	Monthly Update - Net Tangible Asset Backing 31 January 2025
14 February 2025	Notification of cessation of securities – CAM
17 February 2025	Update - Notification of buy-back - CAM
17 February 2025	Net Tangible Asset Backing 14 February 2025
18 February 2025	Update - Notification of buy-back - CAM
19 February 2025	Update - Notification of buy-back - CAM
20 February 2025	Update - Notification of buy-back - CAM

20 February 2025	Notification of cessation of securities – CAM
21 February 2025	Update - Notification of buy-back - CAM
24 February 2025	Notification of cessation of securities - CAM
25 February 2025	Appendix 4D and HY25 Financial Statements
25 February 2025	HY25 Results & March Quarter Dividend Declaration
25 February 2025	Dividend/Distribution – CAM
3 March 2025	Net Tangible Asset Backing 28 February 2025
4 March 2025	Update - Notification of buy-back - CAMG
5 March 2025	Update - Notification of buy-back – CAMG
5 March 2025	Notification of buy-back – CAM
6 March 2025	Update - Notification of buy-back - CAM
10 March 2025	Change of Director's Interest Notice - JA
11 March 2025	Notification of cessation of securities - CAM
11 March 2025	Update - Notification of buy-back - CAM
11 March 2025	Update - Notification of buy-back – CAM
14 March 2025	Notification of cessation of securities - CAM
14 March 2025	Monthly Update - Net Tangible Asset Backing 28 February 2025
17 March 2025	Update - Notification of buy-back – CAMG
18 March 2025	Update - Notification of buy-back – CAM
18 March 2025	Net Tangible Asset Backing 17 March 2025
21 March 2025	Change of Director's Interest Notice - JA
24 March 2025	Quarterly Report to Trustee and ASIC
24 March 2025	Change of Director's Interest Notice – JA
26 March 2025	Update - Notification of buy-back – CAM
28 March 2025	Notification of cessation of securities - CAM
31 March 2025	Net Tangible Asset Backing 28 March 2025
4 April 2025	Update - Notification of buy-back – CAM
9 April 2025	Update - Portfolio performance and strategy

10 April 2025	Update - Notification of buy-back - CAM
11 April 2025	Update - Notification of buy-back - CAM
11 April 2025	Notification of cessation of securities - CAM
14 April 2025	Monthly Update - Net Tangible Asset Backing 31 March 2025
15 April 2025	Notification of cessation of securities – CAM
15 April 2025	Update - Dividend/Distribution – CAM
16 April 2025	Update - Notification of buy-back - CAM
16 April 2025	Update - Notification of buy-back – CAM
22 April 2025	Update - Notification of buy-back – CAM
22 April 2025	Net Tangible Asset Backing 17 April 2025
23 April 2025	Update - Notification of buy-back - CAM
23 April 2025	Notification of cessation of securities – CAM
24 April 2025	Update - Notification of buy-back - CAM
28 April 2025	Update - Notification of buy-back – CAM
28 April 2025	Notification of cessation of securities - CAM
1 May 2025	Application for quotation of securities - CAM
1 May 2025	Net Tangible Asset Backing 30 April 2025
2 May 2025	Notification of cessation of securities - CAM
14 May 2025	Update - Notification of buy-back – CAM
14 May 2025	Update - Notification of buy-back - CAMG
14 May 2025	Monthly Update - Net Tangible Asset Backing 30 April 2025
15 May 2025	30 April 2025 Monthly NTA (updated)
15 May 2025	Interest Payment - CAMG
16 May 2025	Notification of cessation of securities - CAM
19 May 2025	Net Tangible Asset Backing 16 May 2025
20 May 2025	Update - Notification of buy-back - CAM
22 May 2025	Update - Notification of buy-back - CAM
23 May 2025	Update - Notification of buy-back - CAM

23 May 2025	Notification of cessation of securities - CAM
26 May 2025	2025 June Quarter Dividend Declaration
27 May 2025	Update on Convertible Notes (ASX CAMG)
28 May 2025	Update - Notification of buy-back - CAM
29 May 2025	Update - Notification of buy-back - CAM
29 May 2025	Dividend/Distribution - CAM
30 May 2025	Update - Notification of buy-back - CAM
2 June 2025	Update - Notification of buy-back - CAM
2 June 2025	Net Tangible Asset Backing 31 May 2025
3 June 2025	Update - Notification of buy-back - CAM
3 June 2025	Notification of cessation of securities - CAM
4 June 2025	Update - Notification of buy-back - CAM
5 June 2025	Update - Notification of buy-back - CAM
6 June 2025	Notification of cessation of securities - CAM
10 June 2025	Update - Notification of buy-back - CAM
11 June 2025	Update - Notification of buy-back - CAM
11 June 2025	Notification of buy-back - CAMG
12 June 2025	Update - Notification of buy-back - CAM
13 June 2025	Monthly Update - Net Tangible Asset Backing 31 May 2025
16 June 2025	Update - Notification of buy-back - CAM
16 June 2025	Notification of cessation of securities - CAM
17 June 2025	Update - Notification of buy-back - CAM
17 June 2025	Net Tangible Asset Backing 17 June 2025
18 June 2025	Update - Notification of buy-back - CAM
19 June 2025	Update - Notification of buy-back - CAM
23 June 2025	Update - Notification of buy-back - CAM
23 June 2025	Notification of cessation of securities - CAM
24 June 2025	Update - Notification of buy-back - CAM

25 June 2025	Update - Notification of buy-back - CAM
25 June 2025	Quarterly Report to Trustee and ASIC
26 June 2025	Update - Notification of buy-back - CAM
30 June 2025	Update - Notification of buy-back - CAM
30 June 2025	Notification of cessation of securities - CAM
1 July 2025	Update - Notification of buy-back - CAM
1 July 2025	Net Tangible Asset Backing 30 June 2025
3 July 2025	Notice of Meeting and Proxy Form – CAMG Noteholders
4 July 2025	Proposed Restructure of Convertible Notes (CAMG)
4 July 2025	Notification of cessation of securities - CAM
14 July 2025	Monthly Update - Net Tangible Asset Backing 30 June 2025
15 July 2025	Update - Notification of buy-back - CAM
15 July 2025	Update - Dividend/Distribution - CAM
16 July 2025	Net Tangible Asset Backing 15 July 2025
18 July 2025	Update - Notification of buy-back - CAM
18 July 2025	Notification of cessation of securities - CAM
21 July 2025	Update - Notification of buy-back - CAM
23 July 2025	Update - Notification of buy-back - CAM
28 July 2025	Notification of cessation of securities - CAM
28 July 2025	Net Tangible Assets Backing 25 July 2025
31 July 2025	Update - Notification of buy-back - CAM
31 July 2025	Results of Meeting of Noteholders
31 July 2025	Restructure of Note Terms and Offer Under Prospectus (CAMG)

In addition, copies of documents lodged with ASIC in relation to the Company may be obtained from, or inspected at, an office of ASIC.

The information in the Half Year Report and the ASX announcements described in the table above may be of interest to investors and their financial advisers as these documents contain information regarding the Company's financial position and operations that investors may consider relevant to any decision to apply for CAM Notes under the Offer.

The Directors rely upon section 712(3) of the Corporations Act with the inclusion by reference of:

- (a) the Annual Report; and
 - (b) the Company's ASX announcements since 23 August 2024 set out in the table above,
- for the purposes of section 711 of the Corporations Act.

The Company will give free of charge, to any person who requests it during the Offer period, a copy of the Annual Report and any continuous disclosure notices lodged by the Company from 23 August 2024 (when the Company lodged its Annual Report with ASIC) to the date of this Prospectus.

7.4. Existing Options

As at the date of this Prospectus, the Company has no options on issue.

7.5. Litigation

To the best of the Directors' knowledge and belief, no litigation, mediation, conciliation or administrative proceeding is taking place, pending or threatened against the Company.

7.6. Consents and disclaimers of responsibility

None of the parties referred to below has made any statement that is included in this Prospectus or any statement on which a statement made in this Prospectus is based, except as specified below. Each of the parties referred to below, to the maximum extent permitted by law, expressly disclaims, and takes no responsibility for, any part of this Prospectus, other than the reference to its name and the statement included in this Prospectus with the consent of that party, as specified below.

Ord Minnett Limited has given, and has not withdrawn, its written consent to be named as Lead Manager to the Offer in the form and context in which it is named.

Mont Lawyers Pty Ltd has given, and has not withdrawn, its written consent to be named as lawyers to the Company in the form and context in which it is named.

Boardroom Pty Limited has given, and not withdrawn, its written consent to be named as Note Registrar and share Registry in the form and context in which it is named.

Equity Trustees Limited has given, and not withdrawn, its written consent to be named as Trustee in the form and context in which it is named.

PPNSW Services Pty Limited has given, and not withdrawn, its written consent to be named as tax adviser in the form and context in which it is named.

Pitcher Partners Sydney Partnership has given, and not withdrawn, its written consent to be named as auditor of the Company in the form and context in which it is named.

7.7. Interests of Lead Manager

Other than as set out elsewhere in this Prospectus:

- (a) the Lead Manager has not, and has not had in the two years before lodgement of this Prospectus, any interest in:
 - (i) the formation or promotion of the Company;
 - (i) the offer of the CAM Notes; or
 - (ii) any property proposed to be acquired by the Company in connection with the formation or promotion of CAM or the offer of the CAM Notes; and

- (b) no amounts have been paid or agreed to be paid and no benefit has been given or agreed to be given, to the Lead Manager for services rendered by it in connection with the formation or promotion of the Company or the offer of the CAM Notes.

7.8. Interests of experts and advisers

Except as set out in this Prospectus:

- (a) no person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus has any interest or has had any interest during the last two years:
- (i) in the formation or promotion of the Company;
 - (i) in property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the offer of the CAM Notes; or
 - (ii) the offer of the CAM Notes; and
- (b) no amount has been paid or agreed to be paid, and no benefit has been given, or agreed to be given, to any person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus in connection with the services provided by the person in connection with the:
- (i) formation or promotion of the Company, or
 - (iii) offer of the CAM Notes.

Ord Minnett Limited has acted as Lead Manager to the Offer. Ord Minnett Limited will be paid fees, details of which are disclosed in Section 6.4 of this Prospectus.

Mont Lawyers has acted as legal adviser to the Company for the Offer and has undertaken due diligence enquiries and provided legal advice on the Offer. Mont Lawyers will be paid an amount of \$70,000 for these services.

7.9. Substantial Holders of Shares

As at 30 July 2025, there are a total of 148,780,042 Shares on issue.

As at 30 July 2025, the substantial holders in the Company were as set out below (based on voting interest in fully paid ordinary shares):

Name	No. of Shares	Percentage interest (%) of issued shares
Clime Investment Management Limited - Direct	2,055,902	1.38%
Clime Investment Management Limited - Indirect	3,751,321	2.52%

7.10. Effect of Offer on control of the Company

Section 606 of the Corporations Act prohibits a person from acquiring a relevant interest in issued voting shares in a listed company if the acquisition would result in that person or someone else's Voting Power increasing:

- (a) from 20% or below to more than 20%; or
- (b) from a starting point that is above 20% and below 90%.

The Directors will not issue CAM Notes under the Priority Offer to a Shareholder or a Noteholder, who on a fully diluted basis would be entitled to convert Notes into issued voting shares of the Company that would result in a contravention of section 606 of the Corporations Act.

The Offer is not expected to have any effect on the control of the Company whether all existing Notes are Converted or not Converted. After completion of the Offer the Company will continue to be managed by the Investment Manager and the composition of the Board will not change.

7.11. Interests of Directors

Other than as set out above or elsewhere in this Prospectus:

- (a) no Director or proposed Director of the Company has, or has had in the two years before lodgement of this Prospectus, any interest in:
 - (i) the formation or promotion of the Company;
 - (i) any property acquired or proposed to be acquired by the Company in connection with the formation or promotion or the offer of the CAM Notes; or
 - (ii) the offer of the CAM Notes; and
- (b) no amounts have been paid or agreed to be paid and no benefit has been given or agreed to be given, to any Director or proposed Director of the Company either:
 - (i) to induce him to become, or to qualify him or her as, a Director; or
 - (iii) otherwise for services rendered by him in connection with the formation or promotion of the Company or the offer of the CAM Notes.

Shareholdings and Noteholdings

The Directors or their Associates have a beneficial interest in the following securities at the date of this Prospectus:

Director	Shareholder	Existing Shares	Existing Notes
Mr John Abernethy	Double Pty Limited and Abernethy Super Fund	2,260,000	140,000
Mr Ronni Chalmers	Ronni David Chalmers and Savoir Superannuation Pty Limited as Trustee for Locope	3,109,007	2,554,894

Director	Shareholder	Existing Shares	Existing Notes
	Superannuation Fund		
Mr Marc Schwartz	Marc Schwartz	35,518	-
Ms Diana D'Ambra AM	Diana D'Ambra	115,400	-

7.12. Transactions with related parties

Except as set out below, no Directors or their associated entities will receive any fees or other financial benefit in connection with the Offer.

Management and performance fees are payable by the Company to the Investment Manager in accordance with the Investment Management Agreement. Mr. John Abernethy, as director and shareholder of Clime Investment Management Limited (**CIW**), the parent entity of the Investment Manager, will indirectly benefit from any fees paid to the Investment Manager in accordance with the Investment Management Agreement. Details of the fees payable under the Investment Management Agreement are included in Section 6.2. However, the Offer does not result in any change to the terms of the Investment Management Agreement.

7.13. Expenses of the Offer

The total estimated expenses of the Offer payable by the Company including ASX and ASIC fees, offer management fees, accounting fees, legal fees, share registry fees, printing costs, public relations costs and other miscellaneous expenses are estimated to be \$625,000.

7.14. Remuneration of Trustee

Equity Trustees Limited has agreed to act as trustee of the CAM Note Trust in respect of the CAM Notes. The Trustee will be paid by way of a fee for its services such amounts as may be agreed between CAM and the Trustee from time to time. In this regard, the parties have agreed to a minimum annual ongoing trustee fee of \$37,500 (excluding GST).

7.15. ASX waivers and approvals

CAM has received ASX confirmations in relation to the CAM Note Terms and the Offer that the CAM Note Terms are appropriate and equitable for the purposes of Listing Rule 6.1. No further ASX waivers or confirmations are required.

7.16. Other foreign jurisdictions

No action has been taken to register or qualify the CAM Notes or the Offer, or to otherwise permit a public offering of the CAM Notes, in any jurisdiction outside Australia or New Zealand.

The distribution of this Prospectus (including an electronic copy) in jurisdictions outside Australia or New Zealand may be restricted by law. If you come into possession of this Prospectus in jurisdictions outside Australia, then you should seek advice on, and observe, any such restrictions. If you fail to comply with such restrictions, that failure may constitute a violation of applicable securities laws. This Prospectus does not constitute an offer or invitation to apply for CAM Notes in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

In New Zealand, this Prospectus is being distributed only to persons who are wholesale investors within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.

Both the Priority Offer and the Broker Firm Offer may be made to wholesale investors within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.

This Prospectus may not be distributed to, or relied upon by, persons in the United States of America (**USA**). The CAM Notes have not been and will not be registered under the U.S Securities Act and may not be offered or sold in the USA or to US Persons except in transactions exempt from, or not subject to, registration under the U.S Securities Act and applicable USA state securities laws. This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of the CAM Notes in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful.

7.17. Electronic Prospectus

This Prospectus is available in electronic form at <https://clime.com.au/invest-with-us/clime-capital-limited/>. Any person receiving this Prospectus electronically will, on request, be sent a paper copy of the Prospectus by the Company free of charge until the Closing Date.

The Application Form may only be distributed attached to a complete and unaltered copy of the Prospectus. The Application Form included with this Prospectus contains a declaration that the investor has personally received the complete and unaltered Prospectus before completing the Application Form.

The Company will not accept a completed Application Form if it has reason to believe that the Applicant has not received a complete paper copy or electronic copy of the Prospectus or if it has reason to believe that the Application Form or electronic copy of the Prospectus has been altered in any way.

While the Company believes that it is extremely unlikely that during the period of the Offer the electronic version of the Prospectus will be altered in any way, the Company cannot give any absolute assurance that this will not occur. Any investor in doubt about the validity or integrity of an electronic copy of the Prospectus should immediately request a paper copy of the Prospectus directly from the Company or a Financial Adviser.

7.18. Privacy

Investors may be asked to give personal information to the Company directly, and through the share registry, such as name, address, telephone and fax numbers, tax file number and account details. The Company and the Registrar collect, hold and use that personal information to provide facilities and services to Eligible Shareholders and undertake administration. Access to information may be disclosed by the Company to its agents and service providers on the basis that they deal with the information under the *Privacy Act 1988* (Cth). The Company's privacy policy sets out how Shareholders and Noteholders may request access to and correction of their personal information held by or on behalf of the Company (by contacting the share registry), how Shareholders and Noteholders can complain about privacy related matters and how the Company responds to complaints.

8. HOW TO APPLY

8.1. Obtaining a prospectus and Application Form

During the Offer Period, an electronic version of this Prospectus with an Application Form will be available at <https://clime.com.au/invest-with-us/clime-capital-limited/> and may be available through your Participating Broker.

This Prospectus is available to you electronically only if you are accessing and downloading or printing the electronic copy of the Prospectus in Australia. If you access this Prospectus electronically, you must download the entire Prospectus.

Applications pursuant to the Broker Firm Offer must be made through your Participating Broker. Please contact your Participating Broker for further information on the application process.

Investors may, during the Offer Period, request a paper copy of this Prospectus and an Application Form free of charge by contacting CAM on 1300 788 568 (Monday to Friday 8.30am to 5.30pm, Sydney time). However, Eligible Participants (for the purposes of participation in the Priority Offer) should note that Applications under the Priority Offer can only be made by completing the online Application Form and making a BPAY® payment in respect of the required application payment (see section 8.3).

Applications will only be considered where Applicants have applied pursuant to an Application Form (either electronic or paper) that was attached to, or accompanied by, a copy of this Prospectus, and have provided the Application Monies. You cannot withdraw your online Application once it has been lodged, except as permitted under the Corporations Act.

8.2. Applying for CAM Notes

The Offer is comprised of:

- (a) the Priority Offer (see section 8.3); or
- (b) the Broker Firm Offer (see section 8.4).

Applications for CAM Notes pursuant to the Broker Firm Offer must be made through your Participating Broker. Please contact your Participating Broker for further information on the application process.

8.3. Priority Offer applications and who is an Eligible Participant

The Priority Offer opens on Monday, 4 August 2025. The Closing Date for the Priority Offer is expected to be Monday, 25 August 2025.

The Priority Offer is open to Eligible Participants.

An Eligible Participant is an eligible person who has a registered address in Australia or New Zealand and who:

- (a) is a current Shareholder in CAM or a Noteholder of CAM; or
- (b) is any past Shareholder or Noteholder of CAM as determined by the Board in its absolute discretion; or
- (c) any other person as determined by the Board in its absolute discretion to be eligible to participate in the Priority Offer,

and in respect of a person in New Zealand is wholesale investors within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.

The Board intends to give priority under the Priority Offer to persons who were Noteholders and Shareholders as at 5.00pm on 31 July 2025. The Priority Offer is up to \$5 million¹.

Applications for the Priority Offer must be made online. If you are an Eligible Participant, you can apply at <https://clime.com.au/invest-with-us/clime-capital-limited/cam-notes/>.

Instructions on how to complete the Application Form are provided online. As part of your application, you will be asked to provide your Priority Code which is contained within the Priority Offer email you will have received. Once you have completed your online Application Form, you will be required to complete your Application by making a BPAY® payment. You will be given a BPAY® biller code and unique Customer Reference Number for your Application. Follow the BPAY® instructions to complete your Application. If you do not make a BPAY® payment, your Application will be incomplete and will not be accepted by CAM.

Your completed online Application Form and Application Monies must be received by the Registrar by the Closing Date of the Priority Offer, which is expected to be 5.00pm on Monday, 25 August 2025.

8.4. Broker Firm Offer applications

The Broker Firm Offer opens on Monday, 4 August 2025. The Closing Date for the Broker Firm Offer is expected to be Monday, 25 August 2025.

The Broker Firm Offer is open to Australian and New Zealand clients of the Lead Manager and Participating Brokers who are participating Wholesale and Sophisticated Clients and Australian Retail Clients.

Wholesale and Sophisticated Clients means a person:

- (a) with a registered address in Australia who is either a 'professional investor' or 'sophisticated investor' within the meaning of sections 708(11) and 708(8) of the Corporations Act; or
- (b) a person with a registered address in New Zealand who is a wholesale investor within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.

If you are a client of a Participating Broker, you must contact your broker directly for instructions as to how to participate in the Broker Firm Offer. You must contact your Participating Broker for their specific instructions on how to submit your Application Form and your Application Monies to your Participating Broker. Your Participating Broker must have received your completed Application Form and your Application Monies (as applicable) in time to arrange settlement on your behalf by the relevant closing date for the Broker Firm Offer. Your Participating Broker will act as your agent in processing your Application Form and providing your Application details and Application Monies to CAM.

8.5. Brokerage, commission and stamp duty

Applicants under the Broker Firm Offer may pay brokerage or other fees to their Broker in relation to their Application. Any such fees will be on terms agreed between the applicant and their Broker.

¹ This may be changed by the Company and the Lead Manager in consultation.

No brokerage, commission or stamp duty is payable by you on your Application under the Priority Offer. However, you may be required to pay brokerage if you sell CAM Notes on ASX after CAM Notes have been quoted on ASX.

8.6. Refunds

Applicants who are not allotted any CAM Notes or are allotted fewer CAM Notes than the number applied and paid for as a result of a scale-back, will have all or some of their Application Monies (as applicable) refunded (without interest) as soon as practicable after the Issue Date.

8.7. Minimum applications

Applications for CAM Notes must be for a minimum of 2,000 CAM Notes (being \$2,000). If your Application is for more than 2,000 CAM Notes, you must apply in multiples of 100 CAM Notes (being \$100) thereafter.

8.8. Allocation policy

The basis of the allocations of CAM Notes between the Priority Offer and Broker Firm Offer will be determined by CAM, in agreement with the Lead Manager. The Priority Offer is up to \$5 million².

CAM will seek to provide Applicants under the Priority Offer with an allocation of at least 2,000 CAM Notes (where such Applicants have applied for 2,000 or more CAM Notes) on a reasonable endeavours basis. CAM does not guarantee any minimum allocation and the extent of any allocation will ultimately depend on the number of Applicants under the Priority Offer and total level of Applications under the Offer.

The allocation of CAM Notes within the Broker Firm Offer will be determined by CAM, in agreement with the Lead Manager.

Allocations to Broker Firm Applicants by a Participating Broker are at the discretion of that Participating Broker.

The Directors will not issue CAM Notes under the Priority Offer to a Shareholder or a Noteholder, who on a fully diluted basis would be entitled to convert Notes into issued voting shares of the Company that would result in a contravention of section 606 of the Corporations Act.

8.9. Underwriting

The Offer is not underwritten.

8.10. Application to ASX for quotation of CAM Notes

CAM will apply to ASX for CAM Notes to be quoted on ASX under the code 'CAMG'.

If ASX does not grant permission for CAM Notes to be quoted by the Issue Date, CAM Notes will not be issued, and all application payments will be refunded (without interest) to Applicants as soon as practicable.

² This may be changed by the Company and the Lead Manager in consultation.

8.11. CHESS and issuer sponsored holdings

CAM will apply for CAM Notes to participate in CHESS. No certificates will be issued for CAM Notes. CAM expects that Holding Statements for issuer sponsored holders and confirmations for CHESS holders will be dispatched to Successful Applicants by Tuesday, 2 September 2025.

8.12. Provision of TFN and/or ABN

When your Holding Statement is mailed to you, you will also be sent a welcome letter instructing you to go to Boardroom's InvestorServe website to update your personal details, including communication preferences and banking details. The collection and quotation of TFNs and ABNs are authorised, and their use and disclosure is strictly regulated, by tax laws and the *Privacy Act 1988* (Cth).

9. CAM NOTE TERMS – TERMS OF ISSUE

9.1. FORM OF NOTES

- (a) **(Form)** The Notes are redeemable, convertible notes of the Issuer issued under the Trust Deed. Noteholders are entitled to the benefit of and are bound by the provisions of the Transaction Documents and the Note Terms.
- (b) **(Face Value and Issue Price)**
 - (i) The Notes are each issued fully paid with a Face Value of \$1.00 **(Face Value)**.
 - (ii) Each Note will be issued by the Issuer at an issue price of \$1.00 **(Issue Price)**. The Issue Price must be paid in full on application.
- (c) **(Currency)** The Notes are denominated in Australian dollars.
- (d) **(Clearing System)** For such time as the Notes are quoted on ASX, the rights of a person holding an interest in the Notes are subject to the rules and regulations of the Clearing System.
- (e) **(No certificates)** No certificates will be issued to Noteholders unless the Issuer determines that certificates should be available or are required by any applicable law.
- (f) **(ASX quotation of Notes)** The Issuer must use all reasonable endeavours and furnish all such documents, information and undertakings as may be reasonably necessary in order to procure that the Notes are, and until Redeemed or Converted remain, quoted on ASX.
- (g) **(Participating in the new issues)** To the maximum extent permitted by the Corporations Act, the ASX Listing Rules and any other applicable laws, Noteholders will be eligible to participate in any future rights on the basis of Notes held at the time of any rights issue. This eligibility to participate in any rights issues is in addition to a right for a Noteholder to participate in any rights issue on the basis of Shares in the Issuer also held by a Noteholder.
- (h) **(No other rights)** The Notes confer no rights on a Noteholder:
 - (i) to vote at any meeting of members of the Issuer; or
 - (ii) to otherwise participate in the profits or property of the Issuer, except as set out in these Note Terms or the Transaction Documents.

9.2. INTEREST

- (a) **(Interest)**

- (i) Each Note bears interest on its Face Value from (and including) its Issue Date to (but excluding) its Maturity Date, Conversion Date or Redemption Date at the Interest Rate.
 - (ii) Interest is payable in arrears on each Interest Payment Date.
- (b) **(Calculation of Interest Rate and Interest payable)**
- (i) The Issuer must, as soon as practicable in each Interest Period, calculate the amount of interest payable for that Interest Period in respect of the Face Value of each Note.
 - (ii) The amount of interest payable on each Note for an Interest Period is calculated according to the following formula:
- $$\text{Interest Payable} = \frac{\text{Interest Rate} \times \text{Face Value} \times N}{365}$$
- Where:
- N means, in respect of:
- (A) the first Interest Payment Date in respect of a Note, the number of days from (and including) its Issue Date to (but excluding) that first Interest Payment Date; and
 - (B) each subsequent Interest Payment Date, the number of days from (and including) the preceding Interest Payment Date to (but excluding) that Interest Payment Date or, as the case may be, the Maturity Date, Conversion Date or Redemption Date.
- (c) **(Notification of Interest Rate, Interest payable and other items)**
- (i) The Issuer must notify the Trustee and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) of:
 - (A) for each Interest Period, the amount of interest payable; and
 - (B) any amendment to the amount referred to in subclause (A) arising from any extension or reduction in any Interest Period or calculation period.
 - (ii) The Issuer must give notice under this clause 9.2(c) of the amount of interest on each Note for the Interest Period by no later than the 10th Business Day of that Interest Period.
 - (iii) The Issuer may amend its calculation or determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Trustee and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) promptly after doing so.
- (d) **(Default Interest)** If an amount is not paid under these Note Terms on or before the due date, interest accrues on the unpaid amount at eight per cent per annum from (and including) the due date to (but excluding) the date on which payment is made to the Noteholder of the full unpaid amount.

- (e) **(Determination final)** The determination by the Issuer of all amounts, rates and dates falling to be calculated or determined by it under these Note Terms is, in the absence of manifest or proven error, final and binding on the Issuer, the Trustee and each Noteholder.
- (f) **(Calculations)** For the purposes of any calculations required under these Note Terms:
 - (i) all figures must be rounded to three decimal places (with 0.0005 being rounded up to 0.001); and
 - (ii) all amounts that are due and payable must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to 1 cent).

9.3. CONVERSION

- (a) **(Notes are Convertible)** Subject to these Note Terms and the ASX Listing Rules, the Noteholder has the right **(Conversion Right)**, in accordance with this clause 9.3, to convert some or all of its Notes into a number of Shares determined by application of the following formula:

$\frac{A}{B}$ where:

A = the Conversion Amount; and

B = the Conversion Price.

- (b) **(Conversion at the Noteholder's election)**
 - (i) Subject to clause 9.3(b)(ii)(B), a Noteholder may elect in its absolute discretion to convert some or all of its Notes into Shares by giving the Registrar notice in writing of its intention to convert some or all of its Notes **(Conversion Notice)**.
 - (ii) In order to convert any Notes into Shares, either:
 - (A) the Face Value of the Notes the subject of a Conversion Right must be at least the lesser of \$2,000; or
 - (B) the Noteholder must convert the entire balance of their holding of Notes.
- (c) **(Conversion Notice)**
 - (i) A Conversion Notice must:
 - (A) be in writing (in such form as the Issuer may accept or as is required by the ASX Listing Rules);
 - (B) specify the number of Notes to be converted; and
 - (C) be signed by the Noteholder or an authorised representative or officer of the Noteholder.
 - (ii) Once a Conversion Notice has been given:
 - (A) the notice cannot be withdrawn without the written consent of the Issuer;
 - (B) the Noteholder must not deal with, transfer, dispose of or otherwise encumber any Notes the subject of the Conversion Notice; and
 - (C) the Noteholder must provide such evidence of title to the Notes the subject of the Conversion Notice as may be reasonably required by the Issuer and the Registrar.
 - (iii) Despite receipt by a Noteholder of a notice issued under clause 9.7(b), a Noteholder may still give a Conversion Notice provided the notice is given not less

- than five Business Days before the Redemption Date specified in the notice issued under clause 9.7(b).
- (iv) A Conversion Notice given to the Issuer five or more Business Days before an Interest Payment Date will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided that date is not later than the next Interest Payment Date following the date the notice is given.
 - (v) If a Conversion Notice is given to the Issuer less than five Business Days before an Interest Payment Date (**Date 1**), the Conversion Notice will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided that date is not later than the next Interest Payment Date following Date 1.
 - (vi) A Conversion Notice will not be effective if it is given less than five Business Days before the Maturity Date.
- (d) **(Effect of Conversion)** On the Conversion Date:
- (i) the Noteholder's Notes which are the subject of a Conversion Notice will be Redeemed for the Conversion Amount, and the Noteholder will be taken to have agreed to pay the Conversion Amount to the Issuer by way of subscription for new Shares (**Conversion Shares**) at an issue price per Conversion Share that is equal to the Conversion Price, with each obligation to pay the Conversion Amount to be satisfied by way of mutual set-off;
 - (ii) the Issuer will issue to the Noteholder, and must register the Noteholder as the holder of, the Conversion Shares;
 - (iii) the Noteholder agrees to be registered as the holder of the Conversion Shares in the register of Members;
 - (iv) a holding notice in respect of the Conversion Shares is to be sent to the Noteholder at its registered address in respect of the relevant Notes;
 - (v) the Issuer must use all reasonable endeavours to procure and maintain quotation of the Conversion Shares on ASX; and
 - (vi) upon issue of the Conversion Shares, all other rights conferred, or restrictions imposed by the Note under these Note Terms will no longer have effect.
- (e) **(Ranking of Shares)** Shares issued on conversion of the Notes will be fully paid and will in all respects rank *pari passu* with all other fully paid Shares on issue on the relevant Conversion Date, except that they will not be entitled to any dividend or any other distribution or entitlement that has not been paid as at the Conversion Date but for which the record date was prior to the Conversion Date.
- (f) **(No fractional shares)** No fractional Shares will be issued on conversion of a Note. If the calculation under this clause results in an entitlement to a number of Shares which includes a fraction of a Share, the fraction will be disregarded.
- (g) **(Adjustments for reorganisation of capital)** Subject to the ASX Listing Rules, if there is a reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Issuer, the basis for conversion of the Notes will be reconstructed in the same proportion as the issued capital of the Issuer is reconstructed and in a manner which will not result in any additional benefits being conferred on the Noteholders which are not conferred on Shareholders (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of Shareholders approving the reconstruction

of capital) but in all other respects the terms for conversion of the Notes will remain unchanged.

9.4. REDEMPTION

- (a) **(Scheduled redemption on Maturity Date)** Each Note is Redeemable by the Issuer on the Maturity Date at its Face Value unless:
 - (i) the Note has been previously Converted;
 - (ii) the Note has been previously Redeemed; or
 - (iii) the Note has been purchased by the Issuer and cancelled.
- (b) **(Purchase)** Subject to compliance with any applicable law or requirement of ASX (and any stock exchange or other relevant authority on which the Notes are quoted):
 - (i) the Issuer and any of its Related Bodies Corporate (or any third party nominated by the Issuer) may, at any time, purchase Notes in the open market or otherwise and at any price;
 - (ii) if purchases are made by tender for the Notes by the Issuer or any of its Related Bodies Corporate, tenders must be available to all Noteholders alike; and
 - (iii) Notes purchased under this clause 9.4(b) may be held, resold or cancelled at the discretion of the purchaser (and, if the Notes are to be cancelled, the Issuer).
- (c) **(Early Redemption)**
 - (i) A Noteholder may require the Issuer to Redeem all of its Notes for \$1.00 per Note on 22 August 2025 by giving a Redemption Election Notice to the Issuer on or before the Redemption Notice Date. This clause 5.3 is only effective up to 22 August 2025.
 - (ii) If a Noteholder gives a valid Redemption Election Notice in accordance with clause 5.3(a) the Issuer must pay to the Noteholder the full redemption amount and all accrued interest.

9.5. STATUS, SECURITY AND RANKING

- (a) **(Status)** The Notes at all times constitute unsecured debt obligations of the Issuer.
- (b) **(No Security)** The Notes are unsecured.
- (c) **(Ranking of Notes)**
 - (i) Each Note ranks for payment in a Winding Up of the Issuer:
 - (A) equally with each other Note;
 - (B) equally with all present and future unsubordinated and unsecured debt obligations of the Issuer (subject to the laws and principles of equity affecting creditor rights or obligations preferred by mandatory provisions of applicable law); and
 - (C) ahead of all Shares.
 - (ii) Without in any way limiting the Issuer's obligations to Redeem the Notes as set out herein, in order to give effect to the ranking specified in clause 9.5(c), in any Winding Up of the Issuer, the Noteholders agree that their claims are limited to the extent necessary to ensure that Noteholders of the Notes receive payments on a pro-rata basis.

- (iii) Without in any way limiting the Issuer's obligations to Redeem the Notes as set out herein, neither the Trustee nor any Noteholder has any right to prove in a Winding Up of the Issuer in respect of the Notes, except on the basis set out in clauses 9.5(a) and 9.5(b).
- (iv) Neither the Trustee nor any Noteholder may exercise voting rights as a creditor in respect of the Notes in a Winding Up of the Issuer to defeat the subordination in this clause.
- (v) The ranking of Notes is not affected by the date of registration of any Noteholder in the Register.

9.6. NEGATIVE COVENANTS

For so long as any of the Notes remain outstanding, the Issuer must not, without the approval of an Ordinary Resolution, incur any indebtedness that would cause the Issuer's total indebtedness to exceed 40% of the Issuer's total assets.

9.7. EVENTS OF DEFAULT

- (a) **(Events of Default)** An Event of Default occurs in relation to the Notes if:
 - (i) **(non-issue of Shares)** the Issuer fails to issue Shares on Conversion in accordance with these Note Terms within 10 Business Days after the date on which such issue is to be made;
 - (ii) **(non-payment)** the Issuer fails to pay any amount payable by it under the Note Terms and such default is not remedied within 3 Business Days;
 - (iii) **(breach of Negative Covenants)** the Issuer fails to comply with clause 7 and such failure remains unremedied for a period of 10 Business Days;
 - (iv) **(breach of other obligations)** the Issuer fails to comply with any of its other obligations under the Note Terms or the Transaction Documents and such failure remains unremedied for a period of 10 Business Days after the earlier of (A) the Issuer receiving written notice from the Trustee in respect of the failure to comply and (B) the Issuer becoming aware of the failure to comply;
 - (v) **(insolvency)** an Insolvency Event occurs in respect of the Issuer;
 - (vi) **(delisting)** a Delisting Event occurs in respect of the Issuer;
 - (vii) **(cessation of business)** the Issuer ceases or suspends (or threatens to cease or suspend) the conduct of all of its business or a substantial part of its business;
 - (viii) **(unlawfulness)** at any time, it is unlawful for the Issuer to perform any of its payment obligations under the Notes;
 - (ix) **(Government Agency)** all or substantially all of the assets of the Issuer are resumed, or compulsory acquired by any Government Agency; or
 - (x) **(vitiation)** all or any rights or obligations of the Issuer, Noteholders or the Trustee under the Trust Deed or the Note Terms are terminated or are or become void, illegal, invalid, unenforceable or of limited force and effect.
- (b) **(Notification)** If an Event of Default occurs, the Issuer must, promptly after becoming aware of it but in any event no later than two Business Days after the Event of Default occurs, notify the Trustee of the occurrence of the Event of Default (specifying details of it) and use its reasonable endeavours to promptly notify the Noteholders and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) of the occurrence of the Event of Default. The Trustee is taken not to have knowledge of the

occurrence of an Event of Default unless the Trustee has received written notice from the Issuer or a Noteholder stating that an Event of Default has occurred and describing it. Nothing contained in the Trust Deed imposes on the Trustee an obligation to inform any Noteholder of any breach by the Issuer of any provision of the Trust Deed.

(c) **(Consequences of an Event of Default)**

- (i) If an Event of Default occurs and is continuing in relation to the Notes, the Trustee may:
 - (A) declare by notice to the Issuer (with a copy to the Noteholders and the Registrar) that all the Notes are to be Redeemed at their Face Value (together with any accrued Interest) immediately (but not earlier than 10 Business Days after the date the Trustee gives notice under this clause) or on such other date specified in that notice; or
 - (B) take enforcement action against the Issuer in relation to the Event of Default in accordance with the Transaction Documents.
- (ii) The Trustee shall not be bound to take the action referred to in clause 9.7(c)(i) above to enforce the obligations of the Issuer in respect of the Notes or any other proceedings or action pursuant to or in connection with the Transaction Documents unless:
 - (A) it shall have been so directed by a Special Resolution of the Noteholders of the relevant Notes;
 - (B) it is indemnified, to its satisfaction, against all costs, charges, liabilities and expenses which may be incurred by it (including legal costs on a solicitor and own client basis) in connection with that action;
 - (C) it is first placed in funds sufficient to cover the costs that it may incur as a result of doing so; and
 - (D) it is not restricted or prohibited from taking such action by any order of any competent court or any applicable law.
- (iii) If the Trustee forms the view that such action is or could be inconsistent with these Note Terms, the Transaction Documents or the Corporations Act or any applicable law, it must take steps to seek (and, if the court so determines, to obtain) as soon as reasonably practicable a court direction or order to set aside or vary the direction given by Special Resolution, and, while those steps are underway, the Trustee is not obliged to take any action or proceedings it has been directed to take by Special Resolution.

- (d) **(No enforcement by Noteholders)** Unless the Trustee, having become obliged to take action to enforce the rights of the Noteholders under the Transaction Documents and these Note Terms, fails to do so within 20 Business Days of being obliged to do so and such failure is continuing, the rights of each Noteholder to enforce the obligations of the Issuer under the Notes are limited to the exercise of its rights to enforce and seek due administration by the Trustee of the Trust Deed. In particular, unless the Trustee, having become obliged to take action to enforce the rights of the Noteholders under the Transaction Documents and these Note Terms, fails to do so within 20 Business Days of being obliged to do so and such failure is continuing, no Noteholder may, with respect to payment of any amount due under the Notes held by it:

- (i) sue the Issuer;
- (ii) obtain judgment against the Issuer; or
- (iii) apply for or seek Winding Up of the Issuer.

9.8. TITLE AND TRANSFER OF NOTES

- (a) **(Title)** Title to a Note passes when details of the transfer are entered in the Register.
- (b) **(Effect of entries in Register)**
 - (i) Each entry in the Register in respect of a Note constitutes:
 - (A) an unconditional and irrevocable undertaking by the Issuer to the Noteholder to pay principal, interest and any other amount in accordance with these Note Terms; and
 - (B) an entitlement to the other benefits given to Noteholders under these Note Terms and the Transaction Documents in respect of the Note.
 - (ii) For the avoidance of doubt, an entry in the Register does not make the Noteholder a Member of the Issuer or confer rights on a Noteholder to attend or vote at meetings of Members of the Issuer.
- (c) **(Register conclusive as to ownership)** Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of the Note, subject to correction for fraud or manifest error.
- (d) **(Non-recognition of interests)** Except as required by law, the Issuer, the Trustee and the Registrar must treat the person whose name is entered in the Register as the holder of a Note as the absolute owner of that Note. This clause (d) applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.
- (e) **(Joint holders)** Where two or more persons are entered in the Register as the joint holders of a Note, then they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of any Note.
- (f) **(Transfers in whole)** The Notes may be transferred in whole but not in part.
- (g) **(Transfer)**
 - (i) A Noteholder may, subject to this clause 9.8, transfer any Notes:
 - (A) by a proper ASTC transfer according to the ASX Settlement Operating Rules;
 - (B) by a proper transfer under any other computerised or electronic system recognised by the Corporations Act;
 - (C) under any other method of transfer which operates in relation to the trading of securities on any securities exchange outside Australia on which the Notes are quoted; or
 - (D) by any proper or sufficient instrument of transfer of marketable securities under applicable law.
 - (ii) The Issuer must not charge any fee on the transfer of a Note.
- (h) **(Market obligations)** The Issuer must comply with all Applicable Regulations and any other relevant obligations imposed on it in relation to the transfer of a Note.
- (i) **(Issuer may request holding lock or refuse to register transfer)** If the Notes are quoted on ASX, and if permitted to do so by the ASX Listing Rules and the Corporations Act, the Issuer may:
 - (i) request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS

- Facility's electronic sub-register or Notes registered on an issuer-sponsored sub-register, as the case may be; or
- (ii) refuse to register a transfer of Notes.
- (j) **(Issuer must request holding lock or refuse to register transfer)**
- (i) The Issuer must request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS Facility's electronic sub-register or Notes registered on an issuer-sponsored sub-register, as the case may be, if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.
 - (ii) The Issuer must refuse to register any transfer of Notes if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.
 - (iii) During a breach of the ASX Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the Noteholder of the Restricted Securities is not entitled to any Interest (or other distribution on), or voting rights in respect of, the Restricted Securities.
- (k) **(Notice of holding lock and refusal to register transfer)** If, in the exercise of its rights under clauses 9.8(i) and 9.8(j), the Issuer requests the application of a holding lock to prevent a transfer of Notes or refuses to register a transfer of Notes, it must, within five Business Days after the date the holding lock is requested or the refusal to register a transfer, give written notice of the request or refusal to the Noteholder, to the transferee and the broker lodging the transfer, if any. Failure to give such notice does not, however, invalidate the decision of the Issuer.
- (l) **(Delivery of instrument)** If an instrument is used to transfer the Notes according to clause (g), it must be delivered to the Registrar, together with such evidence (if any) as the Issuer and/or the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Notes.
- (m) **(Transferor to remain Noteholder until registration)** A transferor of a Note remains the Noteholder in respect of that Note until the transfer is registered, and the name of the transferee is entered in the Register.
- (n) **(Effect of transfer)** Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under the Transaction Documents and the Note Terms in respect of the transferred Notes and the transferee becomes so entitled in accordance with clause 9.8(b).
- (o) **(Estates)** A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.
- (p) **(Transfer of unidentified Notes)** Where the transferor executes a transfer of less than all the Notes registered in its name, and the specific Notes to be transferred are not identified, the Registrar may register the transfer in respect of such of the Notes registered in the name of the transferor as the Registrar thinks fit, provided the aggregate of the Face Value of all the Notes registered as having been transferred equals the aggregate of the Face Value of all the Notes expressed to be transferred in the transfer.

9.9. PAYMENTS

- (a) **(Summary of payment provisions)** Payments in respect of the Notes will be made in accordance with this clause 9.9.
- (b) **(Record Date)** All payments under or in respect of a Note will be made only to those persons registered as the holder of that Note at the nominated time on the relevant Record Date.
- (c) **(Payments subject to law)** All payments are subject to applicable law, but without prejudice to the provisions of clause 9.10.
- (d) **(Payments on Business Days)** If a payment:
 - (i) is due on a Note on a day which is not a Business Day then the due date for payment will be postponed to the first following day that is a Business Day; or
 - (ii) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place,and, in either case, the Noteholder is not entitled to any additional payment in respect of that delay.
- (e) **(Payments to accounts)** Moneys payable by the Issuer to a Noteholder may be paid in any manner the Issuer decides, including by direct credit into a nominated account of the Noteholder at an Australian branch of a financial institution.
- (f) **(Payments by cheque)**
 - (i) The Issuer may decide that payments in respect of the Notes will be made by cheque sent by prepaid post on the payment date to the Noteholder (or to the first named joint holder of the Notes) at its address appearing in the Register.
 - (ii) Cheques sent to the nominated address of a Noteholder will be at the risk of the registered Noteholder and will be taken to have been received by the Noteholder on the payment date and, no further amount will be payable by the Issuer in respect of the Notes as a result of the Noteholder not receiving payment on the due date.
- (g) **(Unsuccessful attempts to pay)** Subject to applicable law and the ASX Listing Rules, where the Issuer:
 - (i) decides that an amount is to be paid to a Noteholder by a method of direct credit and the Noteholder has not nominated an account to which amounts are to be paid by that method;
 - (ii) attempts to pay an amount to a Noteholder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;
 - (iii) has made reasonable efforts to locate a Noteholder but is unable to do so; or
 - (iv) has issued a cheque which has not been presented within six months of its date and, as a consequence, the Issuer has cancelled such cheque,then, in each case:
 - (v) the amount will be taken to have been duly paid to the Noteholder and will not bear Interest; and
 - (vi) the amount will be held by the Issuer for the Noteholder in a non-interest-bearing deposit with a bank selected by the Issuer until the Noteholder (or any legal

personal representative of the Noteholder) nominates an account for payment or otherwise claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

- (h) **(Payment to joint Noteholders)** A payment to any one of the joint Noteholders of a Note will discharge the Issuer's liability in respect of the payment.

9.10. DEDUCTIONS

- (a) **(No set-off, counterclaim or deductions)** All payments in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction for or in respect of Taxes, unless such withholding or deduction is required by law.
- (b) **(Withholding and other taxes)**
 - (i) The Issuer may withhold or deduct from any amount payable to a Noteholder in respect of the Notes an amount in respect of any Tax which a qualified legal or taxation advisor advises that it is required by law to withhold or deduct from that payment.
 - (ii) The Issuer must pay the full amount required to be withheld or deducted to the relevant revenue authority within the time allowed for such payment (without incurring penalty under the applicable law) and must, if required by a Noteholder, deliver to that Noteholder a copy of the relevant receipt issued by the relevant revenue authority without unreasonable delay after it is received by the Issuer.
 - (iii) If an amount is deducted or withheld under clause 9.10(b)(i) from a payment to a Noteholder in respect of any Tax, the full amount payable to the Noteholder will be deemed to have been duly paid and satisfied by the Issuer, and the Issuer will have no obligation to pay any additional amount to the Noteholder on account of the deduction or withholding.

9.11. AMENDMENT OF THE NOTE TERMS

- (a) **(Amendment without the approval of the Noteholders)** At any time, and from time to time, the Note Terms (which, for the avoidance of doubt include this clause) may be modified, altered, cancelled, amended or added to (collectively **Modified**), without the consent of the Noteholders, if:
 - (i) such modification, alteration, cancellation, amendment or addition (collectively Modification) is:
 - (A) of a formal or technical nature or made to cure any ambiguity or correct any manifest error;
 - (B) necessary or expedient for the purpose of listing the Notes on ASX or to comply with the applicable ASX Listing Rules or the listing or quotation requirements of any other any securities exchange on which the Issuer may propose to seek a listing of the Notes;
 - (ii) necessary or expedient for the purpose of enabling the Notes to be offered for issue or for sale under the laws for the time being in force in any place;
 - (iii) necessary or expedient to comply with the provisions of any law or regulation or the requirements of any statutory authority; or
 - (iv) necessary or advisable following the introduction of, or any amendment to, clarification of, or change (including any announced prospective change) in, any law or regulation of the Commonwealth of Australia or an announcement, action or decision or a proposal to introduce, amend, clarify or change any such law or

regulation or any official administrative pronouncement or action or judicial decision interpreting or applying any such law or regulation which is likely to cause the Notes to cease to be treated as debt for tax or accounting purposes; and

(v) in respect of a Modification sought by a party in reliance on:

(A) any one of clauses 9.11(a)(i)(A) to 9.11(a)(iii) above - the Issuer and the Trustee have either jointly or separately obtained a legal opinion from legal advisers of recognised standing in New South Wales, which opinion is in a form satisfactory to the Issuer and the Trustee, as applicable (each acting reasonably) and is addressed to or is otherwise able to be relied on by each of the Issuer and the Trustee, as applicable, to the effect that such Modification (taken as a whole and in conjunction with all other Modifications) is:

(I) a Modification within the scope of any one or more of clauses 9.11(a)(i)(A) to 9.11(a)(iii); and

(II) not materially prejudicial to the interests of Noteholders of the Notes (taken as a whole); or

(B) clause 9.11(a)(iv) above - the Issuer and the Trustee have either jointly or separately obtained an opinion from an accountancy or taxation adviser of recognised standing in New South Wales, which opinion is in a form satisfactory to the Issuer and the Trustee, as applicable (each acting reasonably) and is addressed to or is otherwise able to be relied on by each of the Issuer and the Trustee, as applicable, to the effect that such Modification (taken as a whole and in conjunction with all other Modifications) is:

(I) a Modification within the scope of clause 9.11(a)(iv); and

(II) not materially prejudicial to the interests of Noteholders of the Notes (taken as a whole).

(b) **(Amendment with the approval of the Noteholders)**

(i) At any time, and from time to time, but subject to clauses 9.11(b)(ii), 9.11(b)(iii) and 9.11(c) of the Note Terms, the Note Terms (which, for the avoidance of doubt, includes this clause) may be Modified if such Modification is authorised by an Ordinary Resolution.

(ii) If the Trustee considers the Modification will materially and adversely affect the rights of all Noteholders, then the Modification must be authorised by a Special Resolution.

(iii) If a clause in the Note Terms provides for Noteholders to give a direction to the Trustee by a Special Resolution, then that clause may only be Modified if such Modification is authorised by a Special Resolution.

(c) **(Amendment with the approval of the Noteholders but not the Trustee)** If a Modification to the Note Terms (which, for the avoidance of doubt includes this clause) is proposed by the Issuer under clause 9.11(b) and the Trustee will not consent to the Modification, the Note Terms may be Modified in the manner proposed by the Issuer if such Modification is authorised by a Special Resolution, provided that such amendment does not adversely affect the rights and obligations of the Trustee.

9.12. GENERAL

- (a) **(Reporting)** In addition to any requirements of the Corporations Act and the ASX Listing Rules, each Noteholder (if requested by that Noteholder) will be provided with copies of all annual and half-yearly reports and financial statements provided to holders of Shares.
- (b) **(Time limit for claims)** A claim against the Issuer for a payment under a Note is void unless made within 5 years from the date on which payment first became due.
- (c) **(Voting)** The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests including certain variations of these Note Terms which require the consent of the Noteholders.
- (d) **(Notices)** The Trust Deed contains provisions for the giving of notices.
- (e) **(Further documents)** The Issuer may require the Trustee to execute, on behalf of all Noteholders, such documents as the Issuer considers necessary or desirable (provided that the Trustee is indemnified to its satisfaction, acting reasonably, against any Taxes, fees, costs, charges, expenses or liabilities (including solicitor and client as well as party and party costs) which it may suffer or incur as a result of doing so, and provided that the Trustee will only be required to execute such documents if the Noteholders give a direction to the Trustee by a Special Resolution passed in favour of such execution to do so).
- (f) **(Governing law and jurisdiction)**
 - (i) The Note Terms and the Notes are governed by the laws of New South Wales.
 - (ii) The Issuer and each Noteholder submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales in connection with matters concerning the Notes or these Note Terms.
 - (iii) The Issuer and each Noteholder waives any right they have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

9.13. INTERPRETATION AND DEFINITIONS

- (a) **(Interpretation)** In these Note Terms, except where the context otherwise requires:
 - (i) if there is inconsistency between the Note Terms and, the Trust Deed, then, to the maximum extent permitted by law, the Note Terms will prevail;
 - (ii) a reference to a clause or paragraph is to a clause or paragraph of the Note Terms;
 - (iii) the Directors may exercise all powers of the Issuer under these Note Terms as are not, by the Corporations Act or by the Constitution of the Issuer required to be exercised by the Issuer in a general meeting;
 - (iv) if a calculation is required under these Note Terms, unless the contrary intention is expressed, the calculation will be rounded to four decimal places;
 - (v) calculations, elections and determinations made by the Issuer under these Note Terms are binding on Noteholders in the absence of manifest error;
 - (vi) if an event under these Note Terms must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day;
 - (vii) the singular word includes the plural, and vice versa;
 - (viii) a word which suggests one gender includes the other genders;
 - (ix) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;

- (x) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (xi) a reference to "**dollars**", or "\$" is to an amount in Australian currency.
- (b) **(Non-Business Days)** If the day on or by which a person must do something under this document is not a Business Day:
 - (i) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
 - (ii) in any other case, the person must do it on or by the previous Business Day.
- (c) **(Definitions)** Terms defined in the Trust Deed have the same meanings in these Note Terms. In addition, the following terms have the following meanings unless the contrary intention appears:
 - (i) **Applicable Regulations** means such provisions of the ASX Listing Rules, the ASX Settlement Operating Rules, the Corporations Act and any regulations or rules pursuant under or pursuant to any such provisions as may be applicable to the transfer of a Note.
 - (ii) **Change of Control Event** means each of:
 - (A) a takeover bid is made to acquire all of the Shares and the offer under the takeover bid is, or becomes, unconditional and:
 - (III) the bidder has acquired at any time during the offer period a relevant interest in more than 50% of the Shares on issue; or
 - (IV) the Directors of the Issuer unanimously recommend acceptance of the offer under the takeover bid, and acceptance of that offer would result in the bidder having a relevant interest in 100% of the Shares on issue; or
 - (B) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100 per cent of the Shares on issue.
 - (iii) **Constitution** means the constitution of the Issuer, as amended from time to time.
 - (iv) **Conversion Amount** means the aggregate Face Value of the total number of Notes the subject of the relevant Conversion Notice plus, at the option of the Issuer, such amount of the Interest accrued but unpaid on those Notes (as determined by the Issuer) on the Conversion Date.
 - (v) **Conversion Price** means an amount equal to the Face Value of the Note.
 - (vi) **CS Facility** has the same meaning as 'prescribed CS Facility' in the *Corporations Act*.
 - (vii) **CS Facility Operator** means the operator of a CS Facility.
 - (viii) **Delisting Event** will occur if:
 - (A) the Shares cease to be quoted on ASX;
 - (B) the Notes cease to be quoted on ASX; or
 - (C) trading of the Shares or Notes on the ASX is suspended for a period of more than 20 consecutive Business Days.
 - (ix) **Directors** means some or all of the directors of the Issuer acting as a board.

- (x) **Face Value** means the nominal principal amount of each Note, being \$1.00.
- (xi) **Interest** means the interest payable from time to time in respect of a Note, including interest payable under clause 3.1 and, as applicable, default interest payable under clause 3.3 of the Note Terms.
- (xii) **Interest Payment Date** means, in respect of a Note:
 - (A) 10th Business Day following the end of each calendar month;
 - (B) the Conversion Date (if the Issuer elects not to include the Interest accrued but unpaid on the Note in the Conversion Amount);
 - (C) the Maturity Date; and
 - (D) any Redemption Date.
- (xiii) **Interest Period** means each calendar month until the Maturity Date, and the last Interest Period is the calendar month to date until the Maturity Date.
- (xiv) **Interest Rate** means, in respect of an Interest Period for a Note, 6.5% per annum.
- (xv) **Issue Date** means, in respect of a Note, the date on which that Note is issued.
- (xvi) **Issue Price** means the issue price of each Note, being \$1.00.
- (xvii) **Issuer** means Clime Capital Limited ACN 106 282 777.
- (xviii) **Maturity Date** means 30 November 2028.
- (xix) **Meeting Provisions** means the rules relating to meetings of Noteholders contained in Schedule 2 to the Trust Deed.
- (xx) **Member or Shareholder** means a person entered in the register of members as a member, for the time being, of the Issuer.
- (xxi) **Note** means a debt obligation denominated in Australian dollars and issued, or to be issued, by the Issuer, which is constituted by, and owing under, the Trust Deed, the details of which are recorded in, and evidenced by, entry in the Register.
- (xxii) **Note Terms** means, in relation to a Note, the terms and conditions of issue of that Note (as set out in Schedule 1 to the Trust Deed and as referred to in this Section 9).
- (xxiii) **Noteholder** means, in respect of a Note, the person from time to time whose name is entered on the Register as the holder of that Note.
- (xxiv) **Ordinary Resolution** means:
 - (A) a resolution passed at a meeting of the Noteholders duly called and held under the Meeting Provisions;
 - (B) by at least 50 per cent of the persons voting on a show of hands (unless clause (ii) below applies); or
 - (C) if a poll is duly demanded, then by a majority consisting of at least 50 per cent of the votes cast; or
 - (D) a resolution passed by postal ballot or circular written resolution by Noteholders representing (in aggregate) at least 50 per cent of the principal amount then outstanding of all of the Notes.
- (xxv) **Record Date** means, in relation to any payment to be made under or in respect of the Notes:

- (A) subject to sub-clauses (B) and (C), the date which is eight calendar days before the applicable due date for payment; or
 - (B) such other date as is determined by the Issuer in its absolute discretion, and communicated to ASX not less than eight calendar days before the record date which would have been determined under clause (A) above; or
 - (C) such other date as may be required by, or agreed with, ASX.
- (xxvi) **Redemption Election Notice** means a notice of redemption given in accordance with clause 5.3 of the Note Terms and in the form prescribed in Schedule 4 of the Trust Deed.
- (xxvii) **Redemption Notice Date** means 5pm, (Sydney time) on 22 August 2025.
- (xxviii) **Restriction Agreement** means an agreement which is required to be concluded under Chapter 9 of the ASX Listing Rules or in voluntarily concluded between the Issuer and one or more Noteholders.
- (xxix) **Restricted Securities** has the same meaning as in the ASX Listing Rules and extends to Notes which are subject to voluntary restrictions by agreement between the Issuer and one or more Noteholders.
- (xxx) **Transaction Documents** means:
- (A) the Trust Deed (including the Note Terms); and
 - (B) each Note.
- (xxxi) **Trustee** means the person from time to time acting as the trustee of the trust constituted by the Trust Deed (acting in that capacity), currently being Equity Trustees Limited ABN 46 004 031 298.
- (xxxii) **Trust Deed** means the trust deed entitled 'Convertible Notes Trust Deed' between the Issuer and the Trustee and dated 17 November 2017, as amended from time to time.
- (xxxiii) **VWAP** means the average of the daily volume weighted average sale prices of the Shares sold on ASX during the period specified in these Note Terms, excluding any transaction defined in the ASX Settlement Operating Rules as 'special', crossings prior to the commencement of normal trading, crossings during the after-hours adjust phase and any overseas trades or exchange traded option exercises, subject to the following adjustments:
- (A) where, on some or all of the Business Days in the relevant period, Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement which is not extended to the Noteholder, and the Notes will convert into Ordinary Shares after the date those Shares no longer carry that entitlement, then the VWAP on the Business Days on which those shares have been quoted cum dividend, or cum any other distribution or entitlement shall be reduced by an amount (**Cum Value**) equal to:
 - (B) in the case of a dividend or other distribution, the amount of that dividend or distribution (with no value included for any franking credits);
 - (C) in the case of an entitlement which is traded on ASX on any of those Business Days, the volume weighted average price of all such entitlements sold on ASX during the relevant period on the Business Days on which those entitlements were traded; or

- (D) in the case of an entitlement not traded on ASX during the relevant period, the value of the entitlement as reasonably determined by the Directors; and
- (E) where, on some or all of the Business Days in the relevant period, Shares have been quoted ex dividend, ex distribution or ex entitlement, and Notes will convert into Shares which would be entitled to receive the relevant dividend, distribution or entitlement, the VWAP on the Business Days on which those Shares have been quoted ex dividend, ex distribution or ex entitlement shall be increased by the Cum Value.

10. AUTHORISATION

This Prospectus is issued by the Company. Each Director has consented to the lodgement of the Prospectus with ASIC.

Dated 1 August 2025



John Abernethy
Chairman

11. GLOSSARY

In this document:

Applicant	means a person or entity who submits an Application.
Application	means an application made to acquire CAM Notes under this Prospectus.
Application Form	means the application form referred to in, and accompanied by a copy of, this Prospectus.
Application Monies	means the monies submitted by Applicants in respect of their Applications.
ASIC	means the Australian Securities and Investments Commission.
ASTC	means the ASX Settlement Pty Ltd (ABN 49 008 504 532).
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
ASX Listing Rules	means the listing rules of ASX.
ASX Settlement Operating Rules	ASX Settlement Operating Rules means the settlement rules of ASTC as amended or replaced from time to time.
Authorisation	means: (a) an authorisation, consent, declaration, exemption, notarisation, or waiver, however it is described; and (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment.
Authorised Intermediary	means Ord Minnett Limited (ACN 86 002 733 048).
Board	means the board of directors of the Company.
Broker Firm Offer	means the Offer of CAM Notes under this Prospectus to Australian and New Zealand clients of the Lead Manager and Participating Brokers who are participating Wholesale and Sophisticated Clients and Australian Retail Clients.
Broker Firm Offer Closing Date	means the date on which the Broker Firm Offer closes, being 5.00pm on Monday, 25 August 2025, or another date nominated by the Company, in consultation with the Lead Manager, subject to the Listing Rules.
Business Day	means a day which is a business day within the meaning of the ASX Listing Rules.
CAM Note Terms	means the terms of issue of the CAM Notes as detailed in Section 9.
CAM Note Trust	means the trust named the 'CAM Convertible Note Trust' established under clause 2.2 of the Trust Deed.

CAM Notes or CAM Note or Note	means the unsecured, redeemable, convertible Notes offered by CAM under this Prospectus.
CHESS	means Clearing House Electronic Subregister System, operated by ASX Settlement.
Company, CAM or Issuer	means Clime Capital Limited (ACN 106 282 777).
Constitution	means the constitution of CAM, as amended from time to time.
Conversion	means the conversion of a CAM Note in accordance with the CAM Note Terms and the words Convert, Convertible, Converting and Converted bear a corresponding meaning.
Conversion Amount	means the aggregate Face Value of the total number of Notes the subject of the relevant Conversion Notice plus, at the option of the Company, such amount of the Interest accrued but unpaid on those Notes (as determined by the Company) on the Conversion Date.
Conversion Date	means the date (determined by the Issuer (in its absolute discretion) in accordance with the Note Terms) on which Shares will be issued to the Noteholder on conversion of the Notes under clause 4 of the CAM Note Terms.
Conversion Notice	means a notice of conversion given in accordance with clauses 4.2 and 4.3 of the CAM Note Terms.
Conversion Price	means an amount equal to the Face Value of the Note.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Delisting Event	will occur if: (a) the Shares cease to be quoted on ASX; (b) the Notes cease to be quoted on ASX; or (c) trading of the Shares or Notes on the ASX is suspended for a period of more than 20 consecutive Business Days.
Directors	means the directors of the Company.
Eligible Participant	means any eligible person who has a registered address in Australia or New Zealand and who: (a) is a current Shareholder in CAM or a current Noteholder of CAM; or (b) is any past Shareholder or Noteholder of CAM as determined by the Board in its absolute discretion; or (c) any other person as determined by the Board in its absolute discretion to be eligible to participate in the Priority Offer, and in respect of a person in New Zealand is a wholesale investor within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.
Event of Default	means the happening of any event set out in clause 8 of the CAM Note Terms.

Face Value or Issue Price	means the nominal principal amount of each Note, being \$1.00.
Financial Markets Conduct Act	means the New Zealand Financial Markets Conduct Act 2013.
Government Agency	means: <ul style="list-style-type: none"> (a) a government or government department or other body; (b) a government, semi-governmental or judicial person including a statutory corporation; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
Half-Year Report	means the interim financial statements of the Company for the financial half-year ended 31 December 2024 which includes audited financial statements for the financial half-year ended 31 December 2024 and the auditor's report, which was lodged with ASX and ASIC on 25 February 2025.
Holding Statement	means a statement issued to Noteholders by the Registrar which sets out the number of CAM Notes issued to that Noteholder.
Insolvency Event	occurs in relation to a body corporate if: <ul style="list-style-type: none"> (a) it is (or states that it is) insolvent (as defined in the Corporations Act); or (b) it has a controller (as defined in the Corporations Act) appointed, or is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the creditors); or (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or (e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or (f) it is otherwise unable to pay its debts when they fall due; or (g) something having a substantially similar effect to (a) to (f) happens in connection with it under the law of any jurisdiction.
Interest	means the interest payable from time to time in respect of a Note.

Interest Payment Date	means, in respect of a Note: (a) 10th Business Day following the end of each calendar month; (b) the Conversion Date (if the Issuer elects not to include the Interest accrued but unpaid on the Note in the Conversion Amount); (c) the Maturity Date; and (d) any Redemption Date.
Interest Period	means each calendar month until the Maturity Date, and the last Interest Period is the calendar month to date until the Maturity Date.
Interest Rate	means, in respect of an Interest Period for a Note, 6.5% per annum.
Investment Management Agreement	means the investment management agreement dated 12 November 2003 between the Company and the Investment Manager.
Investment Manager	means Clime Asset Management Pty Limited ACN 098 420 770.
Issue Date	means, in respect of a Note, the date on which that Note is issued.
Lead Manager	means Ord Minnett Limited (ABN 86 002 733 048) (AFSL 237121).
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Maturity Date	means 30 November 2028.
Meeting Provisions	means the rules relating to meetings of Noteholders contained in Schedule 2 to the Trust Deed.
Member or Shareholder	means a person entered in the register of members as a member, for the time being, of the Company.
Moneys Owning	means, without double counting, the aggregate of all moneys owing (whether presently, contingently or prospectively) from time to time by the Company to any of the Trustee and the Noteholders under the Trust Deed and the Notes and, in relation to a Noteholder means the foregoing to the extent that it is owing to or relates to that Noteholder.
Note or CAM Note	means a debt obligation denominated in Australian dollars and issued, or to be issued, by CAM which is constituted by, and owing under, the Trust Deed, the details of which are recorded in, and evidenced by, entry in the Register.
Noteholder	means, in relation to a Note, the terms and conditions of issue of that Note (as set out in Schedule 1 to the Trust Deed).
Noteholder Meeting	means the meeting of Noteholders convened to be held on Thursday, 31 July 2025 to consider the Noteholder Resolution.

Noteholder Resolution	means an Ordinary Resolution of Noteholders to approve amendments to the terms of the existing Notes and Trust Deed, to be considered and voted upon at the Noteholder Meeting.
Offer	means the offer to subscribe for CAM Notes under this Prospectus at the Offer price of \$1.00 under this Prospectus, comprising the Priority Offer and the Broker Firm Offer.
Ordinary Resolution	means: <ul style="list-style-type: none"> (a) a resolution passed at a meeting of the Noteholders duly called and held under the Meeting Provisions: <ul style="list-style-type: none"> (i) by at least 50 per cent of the persons voting on a show of hands (unless clause (ii) below applies); or (ii) if a poll is duly demanded, then by a majority consisting of at least 50 per cent of the votes cast; or (b) a resolution passed by postal ballot or circular written resolution by Noteholders representing (in aggregate) at least 50 per cent of the principal amount then outstanding of all of the Notes.
Ordinary Shares or Shares	means fully paid ordinary shares in CAM.
Participating Broker	means any participating organisation of ASX selected by CAM in agreement with the Lead Manager to participate in the Broker Firm Offer.
Power	means any right, power, authority, discretion or remedy of, or conferred on, the Trustee or a Noteholder, an attorney or a controller by the trust Deed or any applicable law.
Priority Offer	means the Offer of CAM Notes under this Prospectus to Eligible Participants and any other party as determined by the Board in its discretion to be eligible to participate in the Priority Offer.
Priority Offer Closing Date	means the date on which the Priority Offer closes, being 5.00pm on Monday, 25 August 2025, or another date nominated by the Company, in consultation with the Lead Manager, subject to the Listing Rules.
Prospectus	means this prospectus and any supplementary or replacement prospectus.
Recovered Money	means (subject to the Trust Deed), the net proceeds of all money received or recovered by the Trustee under the Trust Deed and Chapter 2L of the Corporations Act whether by enforcement or otherwise (after deduction of fees, costs, charges, expenses and other amounts paid or incurred in accordance with the Trust Deed and Chapter 2L of the Corporations Act).
Redemption	means the redemption of a CAM Note in accordance with the CAM Note Terms and the words Redeem, Redeemable and Redeemed bear their corresponding meanings.
Redemption Date	means, in respect of a Note, the date, other than the Maturity Date, on which the Note is Redeemed.

Register	means the register of Noteholders (established and maintained under clause 6 of the Trust Deed) and, where appropriate, the term Register includes: (a) a sub-register maintained by or for the Issuer under the Corporations Act, the Listing Rules or ASX Settlement Operating Rules; and (b) any branch register.
Registrar	means Boardroom Pty Limited (ABN 14 003 209 836) or any other person appointed by CAM to maintain the Register and perform any payment and other duties as specified in that agreement.
Related Body Corporate	has the meaning given to that term in the Corporations Act.
Retail Client	means a person who is not a Wholesale and Sophisticated Client.
Shareholders	means shareholders in the Company.
Special Resolution	Means a resolution passed at a meeting of the Noteholders duly called and held under the Meeting Provisions: (a) by at least 75% of the persons voting on a show of hands (unless clause (ii) below applies); or (b) if a poll is duly demanded, then by a majority consisting of at least 75% of the votes cast; or (c) a resolution passed by postal ballot or circular written resolution by Noteholders representing (in aggregate) at least 75% of the principal amount then outstanding of all of the Notes.
Successful Applicant	means an Applicant who is allocated CAM Notes under the Offer.
Target Market Determination	means the target market determination required under section 994B of the Corporations Act in connection with the Offer.
Tax	means any tax, levy, impost, charge, rate, withholding or duty (including stamp and transaction duties) levied or imposed by any Government Agency together with any related interest, penalties, fines and expenses in connection with them. It includes GST.
Timetable	means the key dates for the Offer set out on page 10.
Trustee	means the person from time to time acting as the trustee of the trust constituted by the Trust Deed (acting in that capacity), currently being Equity Trustees Limited.
Trust Deed	means the trust deed entitled 'Convertible Notes Trust Deed' between the Company and the Trustee and dated 17 November 2017, as amended from time to time.

Trust Fund	<p>means (with none of the following limiting any other):</p> <ul style="list-style-type: none"> (a) the sum of \$10 referred to in the Trust Deed; (b) all right, title and interest vested in the Trustee in, to and under the Trust Deed, including all rights and benefits under them; (c) the benefit of all undertakings, covenants, agreements, representations and warranties made or given or agreed to or in favour of, or granted to or for the benefit of, the Trustee under the Trust Deed; (d) the right to enforce the Company's duty to repay the Moneys Owning; (e) the right to enforce any other duties that the Company has under the Note Terms, the Trust Deed and Chapter 2L of the Corporations Act; (f) all money paid to the Trustee under the Trust Deed in its capacity as trustee of the Trust (other than, for the avoidance of doubt, those amounts which are paid to the Trustee in its personal capacity); (g) all Recovered Money; (h) the benefit of all claims, actions and demands arising in respect of the Powers; and (i) all other property acquired by the Trustee and intended to be held for the benefit of the Noteholders or the Trustee from time to time on the trusts of the Trust Deed.
Us or we	means the Company.
Wholesale and Sophisticated Clients	<p>means a person:</p> <ul style="list-style-type: none"> (a) with a registered address in Australia who is either a 'professional investor' or 'sophisticated investor' within the meaning of sections 708(11) and 708(8) of the Corporations Act; or (b) a person with a registered address in New Zealand who is a wholesale investor within the meaning of clauses 3(2) and 3(3)(a) of schedule 1 of the New Zealand Financial Markets Conduct Act.
Winding Up	means in respect of a person the appointment of a liquidator or provisional liquidator of that person (and where the appointment is made by a court, by a court of competent jurisdiction in Australia).
You	means the investors under this Prospectus.

CORPORATE DIRECTORY

Company

Clime Capital Limited ACN 106 282 777

Suite 2, Level 31, 123 Pitt Street,

Sydney NSW 2000

www.clime.com.au

Directors

Mr. John Abernethy

Mr. Ronni Chalmers

Mr. Marc Schwartz

Ms. Diana D'Ambra AM

Company Secretaries

Mr. Tushar Kale

Share Registry and Note Registry

Boardroom Pty Limited

Level 8, 210 George Street

SYDNEY NSW 2000

www.boardroomlimited.com.au

Lead Manager to the Offer

Ord Minnett Limited

Level 18 Grosvenor Place

225 George Street

SYDNEY NSW 2000

www.ords.com.au

Auditor

Pitcher Partners Sydney Partnership

Level 16, Tower 2 Darling Park, 201 Sussex Street, Sydney NSW 2000

www.pitcher.com.au

Australian Lawyers to the Offer

Mont Lawyers Pty Limited

9 Denham Street,

Darlinghurst NSW 2010

www.montlawyers.com

Trustee

Equity Trustees Limited

Level 4, 7 Macquarie Place,

SYDNEY NSW 2000

www.eqt.com.au