



1300 586 936

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Level 9, 360 Collins Street
Melbourne, Vic 3000, Australia

ASX Announcement & Media Release

Update Circulating Resolution to Noteholders

Melbourne, 17 December 2018

Axsesstoday Limited (ASX: AXL) ("Axsesstoday" or the "Company") refers to its announcement on 6 December 2018, pursuant to which the Company sought approval for a Circulating Resolution from Noteholders. Axsesstoday is pleased to announce that the Circulating Resolutions have passed and includes the details of the outcome of the resolutions as addendums to this announcement.

Joe Flanagan
CFO and Company Secretary

Email: ir@axsesstoday.com.au

About Axsesstoday

Axsesstoday Limited (ASX: AXL) ("Axsesstoday" or the "Company") is a specialist provider of funding solutions for small to medium sized enterprises (SMEs) in the hospitality, transport and other sectors. The Company has continued to achieve strong growth since commencing operations in 2012 by providing a compelling and differentiated value proposition for merchants to offer finance to their end customers.



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Level 9, 360 Collins Street
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Amendment of the Series 2 Note Conditions of the following Notes

Issuer	ISIN	Title	Status	Aggregate outstanding principal amount
A.C.N. 603 303 126 Pty Ltd trading as Axsesstoday	AU3CB0244192	7.50% Fixed Rate Notes due 22 June 2021	Secured	A\$30,000,000

Date: **13 December 2018**

To: **Austraclear Ltd (ABN 94 002 060 773) as the registered Noteholder of the Notes issued by A.C.N. 603 303 126 Pty Ltd trading as Axsesstoday (Issuer) and described above (the Notes)**

We refer to the Notice of Circulating Resolution and Explanatory Memorandum dated 5 December 2018 (**Notice**) in respect of the proposed waivers and amendments (**Proposed Waivers and Amendments**) set out in that Notice. We confirm that a Special Resolution in the form set out in the Notice is required to give effect to the Proposed Waivers and Amendments. Terms not defined in this letter have the meanings given in that Notice.

We confirm that the Series 2 Note Trustee has advised us that the Notice was circulated to Austraclear Holders.

We certify that we received instructions from the Series 2 Note Trustee that, as at 5:27pm on 13 December 2018, the Series 2 Note Trustee had received validly completed Instructions to Sign in respect of the Special Resolution from Austraclear Holders (or nominee Austraclear Holders) in whose Security Record the Notes are held, in the form satisfactory to the Series 2 Note Trustee in respect of Notes representing A\$24,825,000 in aggregate principal amount outstanding.

We confirm that those Austraclear Holders have instructed Austraclear Ltd to vote on the resolution by signing a Circulating Resolution in the form set out in the Notice, as follows

Voted for	Voted against	Abstained	No votes received
A\$24,825,000	A\$0	A\$0	A\$5,175,000

The Issuer certifies that this is sufficient majority to pass the resolution as a Special Resolution and that the Austraclear Holders have authorised and instructed Austraclear Ltd to pass the resolution set out below:

"That pursuant to the Meeting Provisions:

- a) *approval is given for the Series 2 Note Trustee to provide for the benefit of the Issuer and each Initial Guarantor, the Proposed Waivers (as defined in the Notice of Circulating Resolution dated 5 December 2018) and execute any document necessary to give effect to the Proposed Waivers noting that the Proposed Waivers would automatically cease to be of effect if the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- b) *the Series 2 Note Trustee is instructed to:*

- i. *take no action under Series 2 Note Conditions 14.4(b) or 14.6 with respect to any breach or Event of Default contemplated in the Proposed Waivers unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019; and*
 - ii. *amend the conditions subsequent applicable to the waivers granted by the Series 2 Note Trustee following passing of the resolution contemplated in the Previous Notice by replacing those conditions subsequent with the Conditions Subsequent.*
- c) *any obligation for the Series 2 Note Trustee or the Series 2 Security Trustee to convene a meeting of Noteholders or beneficiaries of the Aksesstoday Second Security Trust with respect to any Event of Default contemplated in the Proposed Waivers is waived unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- d) *In accordance with Series 2 Note Condition 17.1:*
 - i. *the definition of "Interest Cover Ratio" in Series 2 Note Condition 1.2 is amended by replacing the words "Finance Charges" with "Interest Expense";*
 - ii. *the definition of "EBIT" in Series 2 Note Condition 1.2 is amended by replacing reference to "extraordinary items" with "Extraordinary Items" and insertion of "raising of debt, or issue of equity capital," after "...the Notes," in paragraph (d);*
 - iii. *a new definition of "Extraordinary Items" is inserted into Series 2 Note Condition 1.2 after the definition of "Event of Default" as follows:*

"Extraordinary Items means, for any Relevant Period:

 - (a) *items which are unusual or infrequent; or*
 - (b) *items unrelated to the typical operating activities of the Covenant Group's business;";*
 - iv. *amend the definition of "Interest Expense" in Series 2 Note Condition 1.2 by inserting "...and establishment costs, waiver fees, and other fees not payable on a recurring basis" after "... which have been notionally accounted for...";*
 - v. *amend definition of "Eligible Receivables " in Series 2 Note Condition 1.2 by replacing "...means, on any date, a Receivable:" with "...means, on any date, a prepaid commission of the Issuer, or a Receivable which, solely with respect to a Receivable:"*
 - vi. *amend definition of "Arrears Receivable" in Series 2 Note Condition 1.2 by inserting "..., other than Receivables relating to research and development grant funding which are not deemed by the Group to be impaired" after "...or more days...";*

- vii. amend Series 2 Note Condition 14.3(d) by replacing ";" at the end of sub-paragraph (ii) with "." and inserting the following:

"... . For the avoidance of doubt, where a default, event of default or potential event of default (howsoever described) has been waived (whether unconditionally or conditionally), for so long as the waiver is effective, and/or the default, event of default or potential event of default has been remedied, such event does not constitute an Event of Default under this sub-paragraph (ii) and to the extent that prior to waiver or remedy, such matter constituted an Event of Default, it no longer constitutes an Event of Default;"

- viii. amend Series 2 Note Condition 5.2(b)(iii) by inserting after "...previous Financial Year..." "...in the case of a dividend declared between July and December or the latest period of twelve months ending 31 December for a dividend declared between January and June..."

- ix. amend definition of Credit Adjusted Financial Indebtedness in Series 2 Note Conditions 1.2 by replacing sub-definition of "C" with "C = the aggregate of Secured Debt";

- x. insert new Series 2 Note Condition "1.7" immediately after Series 2 Note Condition 1.6 as follows:

"1.7 Calculation of Covenants

All calculations in Condition 5 (and the elements included in those calculations) required to be calculated for the purposes of the Conditions shall be determined in accordance with Accepted Accounting Practices as at 30 June 2018 unless the Issuer notifies the Trustee that such amounts will instead be determined in accordance with Accepted Accounting Practices at the time of making the determination or such combination of old and current Accepting Accounting Practices as determined by the Issuer."

We attach a Circulating Resolution to be signed by Austraclear reflecting those instructions.

We have relied, without further investigation or verification, on the Instructions to Sign received by the Series 2 Note Trustee and from the Austraclear Holders and forwarded to us as we have no reasonable grounds to believe that those Instructions to Sign are not genuine or correct.

Axsesstoday

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Level 9, 360 Collins Street
Melbourne, Vic 3000, Australia

Executed by A.C.N. 603 303 126 Pty Ltd ACN 603
303 126 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Director

MICHAEL SACK

Name of Director

BLOCK LETTERS



*Director/*Company Secretary

JOSEPH FLANAGAN

Name of *Director/*Company Secretary

BLOCK LETTERS

*please strike out as appropriate

Series 2 Notes

Austraclear Ltd, being the holder of the Series 2 Notes issued by the Issuer, in accordance with instructions in the Notification of Voting Intention duly received from the Issuer and the Notice of Meeting dated 1 November 2018 votes in favour of the Special Resolution and consequently, the Special Resolution set out below is passed by this Circulating Resolution.

"That pursuant to the Meeting Provisions:

- a) *approval is given for the Series 2 Note Trustee to provide for the benefit of the Issuer and each Initial Guarantor, the Proposed Waivers (as defined in the Notice of Circulating Resolution dated 5 December 2018) and execute any document necessary to give effect to the Proposed Waivers noting that the Proposed Waivers would automatically cease to be of effect if the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- b) *the Series 2 Note Trustee is instructed to:*
 - i. *take no action under Series 2 Note Conditions 14.4(b) or 14.6 with respect to any breach or Event of Default contemplated in the Proposed Waivers unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019; and*
 - ii. *amend the conditions subsequent applicable to the waivers granted by the Series 2 Note Trustee following passing of the resolution contemplated in the Previous Notice by replacing those conditions subsequent with the Conditions Subsequent.*
- c) *any obligation for the Series 2 Note Trustee or the Series 2 Security Trustee to convene a meeting of Noteholders or beneficiaries of the Axsesesotoday Second Security Trust with respect to any Event of Default contemplated in the Proposed Waivers is waived unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- d) *In accordance with Series 2 Note Condition 17.1:*
 - i. *the definition of "Interest Cover Ratio" in Series 2 Note Condition 1.2 is amended by replacing the words "Finance Charges" with "Interest Expense";*
 - ii. *the definition of "EBIT" in Series 2 Note Condition 1.2 is amended by replacing reference to "extraordinary items" with "Extraordinary Items" and insertion of "raising of debt, or issue of equity capital," after "...the Notes," in paragraph (d);*
 - iii. *a new definition of "Extraordinary Items" is inserted into Series 2 Note Condition 1.2 after the definition of "Event of Default" as follows:*

"Extraordinary Items means, for any Relevant Period:

 - (a) *items which are unusual or infrequent; or*
 - (b) *items unrelated to the typical operating activities of the Covenant Group's business;;*
 - iv. *amend the definition of "Interest Expense" in Series 2 Note Condition 1.2 by inserting "...and establishment costs, waiver fees, and other fees not payable on a recurring basis" after "... which have been notionally accounted for...";*

- v. amend definition of "Eligible Receivables " in Series 2 Note Condition 1.2 by replacing "...means, on any date, a Receivable:" with "...means, on any date, a prepaid commission of the Issuer, or a Receivable which, solely with respect to a Receivable:"
- vi. amend definition of "Arrears Receivable" in Series 2 Note Condition 1.2 by inserting "..., other than Receivables relating to research and development grant funding which are not deemed by the Group to be impaired" after "...or more days...";
- vii. amend Series 2 Note Condition 14.3(d) by replacing ";" at the end of sub-paragraph (ii) with "." and inserting the following:

"... . For the avoidance of doubt, where a default, event of default or potential event of default (howsoever described) has been waived (whether unconditionally or conditionally), for so long as the waiver is effective, and/or the default, event of default or potential event of default has been remedied, such event does not constitute an Event of Default under this sub-paragraph (ii) and to the extent that prior to waiver or remedy, such matter constituted an Event of Default, it no longer constitutes an Event of Default;"
- viii. amend Series 2 Note Condition 5.2(b)(iii) by inserting after "...previous Financial Year..." "...in the case of a dividend declared between July and December or the latest period of twelve months ending 31 December for a dividend declared between January and June..."
- ix. amend definition of Credit Adjusted Financial Indebtedness in Series 2 Note Conditions 1.2 by replacing sub-definition of "C" with "C = the aggregate of Secured Debt";
- x. insert new Series 2 Note Condition "1.7" immediately after Series 2 Note Condition 1.6 as follows:

"1.7 Calculation of Covenants

All calculations in Condition 5 (and the elements included in those calculations) required to be calculated for the purposes of the Conditions shall be determined in accordance with Accepted Accounting Practices as at 30 June 2018 unless the Issuer notifies the Trustee that such amounts will instead be determined in accordance with Accepted Accounting Practices at the time of making the determination or such combination of old and current Accepting Accounting Practices as determined by the Issuer."

Noteholder	Name of authorised representative	Outstanding principal amount of Series 2 Notes to be voted for	Outstanding principal amount of Series 2 Notes to be voted against	Outstanding principal amount of Series 2 Notes abstained	Date of signing
Austraclear Ltd		A\$24,825,000	Nil	Nil	

Executed by

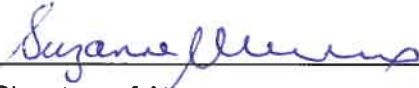
as attorney for **AUSTRACLEAR LTD** under Power
of Attorney dated 4 August 2010 in the presence
of:



▲ Signature of witness



▲ Full name of witness (print)



▲ Signature of Attorney



▲ Full name of Attorney (print)

Amendment of the Subordinated Note Conditions of the following Notes

Issuer	ISIN	Title	Status	Aggregate outstanding principal amount
A.C.N. 603 303 126 Pty Ltd trading as Axsesstoday	AU3FN0029096	Floating Rate Subordinated Notes due 9 October 2021	Secured	A\$50,000,000

Date: **13 December 2018**To: **Austraclear Ltd (ABN 94 002 060 773) as the registered Noteholder of the Notes issued by A.C.N. 603 303 126 Pty Ltd trading as Axsesstoday (Issuer) and described above (the Notes)**

We refer to the Notice of Circulating Resolution and Explanatory Memorandum dated 5 December 2018 (**Notice**) in respect of the proposed waivers and amendments (**Proposed Waivers and Amendments**) set out in that Notice. We confirm that a Special Resolution in the form set out in the Notice is required to give effect to the Proposed Waivers and Amendments. Terms not defined in this letter have the meanings given in that Notice.

We confirm that the Subordinated Note Trustee has advised us that the Notice was circulated to Austraclear Holders.

We certify that we received instructions from the Subordinated Note Trustee that, as at 5:27pm on 13 December 2018, the Subordinated Note Trustee had received validly completed Instructions to Sign in respect of the Special Resolution from Austraclear Holders (or nominee Austraclear Holders) in whose Security Record the Notes are held, in the form satisfactory to the Subordinated Note Trustee in respect of Notes representing A\$39,535,000 in aggregate principal amount outstanding.

We confirm that those Austraclear Holders have instructed Austraclear Ltd to vote on the resolution by signing a Circulating Resolution in the form set out in the Notice, as follows

Voted for	Voted against	Abstained	No votes received
A\$39,510,000	A\$25,000	A\$0	A\$10,465,000

The Issuer certifies that this is sufficient majority to pass the resolution as a Special Resolution and that the Austraclear Holders have authorised and instructed Austraclear Ltd to pass the resolution set out below:

"That pursuant to the Meeting Provisions:

- a) approval is given for the Subordinated Note Trustee to provide for the benefit of the Issuer and each Initial Guarantor, the Proposed Waivers (as defined in the Notice of Circulating Resolution dated 5 December 2018) and execute any document necessary to give effect to the Proposed Waivers noting that the Proposed Waivers would automatically cease to be of effect if the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- b) the Subordinated Note Trustee is instructed to:*

- i. *take no action under Subordinated Note Conditions 14.4(b) or 14.6 with respect to any breach or Event of Default contemplated in the Proposed Waivers unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019; and*
 - ii. *amend the conditions subsequent applicable to the waivers granted by the Subordinated Note Trustee following passing of the resolution contemplated in the Previous Notice by replacing those conditions subsequent with the Conditions Subsequent.*
- c) *any obligation for the Subordinated Note Trustee or the Subordinated Security Trustee to convene a meeting of Noteholders or beneficiaries of the Security Trust with respect to any Event of Default contemplated in the Proposed Waivers is waived unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- d) *In accordance with Subordinated Note Condition 17.1:*
 - i. *the definition of "Interest Cover Ratio" in Subordinated Note Condition 1.2 is amended by replacing the words "Finance Charges" with "Interest Expense";*
 - ii. *the definition of "EBIT" in Subordinated Note Condition 1.2 is amended by replacing reference to "extraordinary items" with "Extraordinary Items" and insertion of "raising of debt, or issue of equity capital," after "...the Notes," in paragraph (d);*
 - iii. *a new definition of "Extraordinary Items" is inserted into Subordinated Note Condition 1.2 after the definition of "Event of Default" as follows:*

"Extraordinary Items means, for any Relevant Period:

 - (a) *items which are unusual or infrequent; or*
 - (b) *items unrelated to the typical operating activities of the Covenant Group's business;"*
 - iv. *amend the definition of "Interest Expense" in Subordinated Note Condition 1.2 by inserting "and" at the end of paragraph (b) and inserting new paragraph (c) as follows:*

"(c) establishment costs, waiver fees, and other fees not payable on a recurring basis;"
 - v. *amend definition of "Eligible Receivables" in Subordinated Note Condition 1.2 by replacing "...means, on any date, a Receivable:" with "...means, on any date, a prepaid commission of the Issuer, or a Receivable which, solely with respect to a Receivable:"*

- vi. amend definition of "Arrears Receivable" in Subordinated Note Condition 1.2 by inserting "..., other than Receivables relating to research and development grant funding which are not deemed by the Group to be impaired" after "...or more days...";
- vii. amend Subordinated Note Condition 14.3(d) by replacing ";" at the end of sub-paragraph (ii) with "." and inserting the following:

"... . For the avoidance of doubt, where a default, event of default or potential event of default (howsoever described) has been waived (whether unconditionally or conditionally), for so long as the waiver is effective, and/or the default, event of default or potential event of default has been remedied, such event does not constitute an Event of Default under this sub-paragraph (ii) and to the extent that prior to waiver or remedy, such matter constituted an Event of Default, it no longer constitutes an Event of Default;"
- viii. amend Subordinated Note Condition 5.2(b)(iii)(B) by inserting after "...previous Financial Year..." "...in the case of a dividend declared between July and December or the latest period of twelve months ending 31 December for a dividend declared between January and June...";
- ix. amend definition of Credit Adjusted Financial Indebtedness in Subordinated Note Conditions 1.2 by replacing sub-definition of "C" with "C = the aggregate of Secured Debt";
- x. insert new Subordinated Note Condition "1.7" immediately after Subordinated Note Condition 1.6 as follows:

"1.7 Calculation of Covenants

All calculations in Condition 5 (and the elements included in those calculations) required to be calculated for the purposes of the Conditions shall be determined in accordance with Accepted Accounting Practices as at 30 June 2018 unless the Issuer notifies the Trustee that such amounts will instead be determined in accordance with Accepted Accounting Practices at the time of making the determination or such combination of old and current Accepting Accounting Practices as determined by the Issuer."

We **attach** a Circulating Resolution to be signed by Austraclear reflecting those instructions.

We have relied, without further investigation or verification, on the Instructions to Sign received by the Subordinated Note Trustee and from the Austraclear Holders and forwarded to us as we have no reasonable grounds to believe that those Instructions to Sign are not genuine or correct.



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Level 9, 360 Collins Street

Melbourne, Vic 3000, Australia

Executed by A.C.N. 603 303 126 Pty Ltd ACN 603

303 126 in accordance with section 127 of the

Corporations Act 2001 (Cth):

Director

MICHAEL SACK

Name of Director

BLOCK LETTERS

*Director/*Company Secretary

JOSEPH FLANAGAN

Name of *Director/*Company Secretary

BLOCK LETTERS

*please strike out as appropriate

Subordinated Notes

Austraclear Ltd, being the holder of the Subordinated Notes issued by the Issuer, in accordance with instructions in the Notification of Voting Intention duly received from the Issuer and the Notice of Meeting dated 5 December 2018 votes in favour of the Special Resolution and consequently, the Special Resolution set out below is passed by this Circulating Resolution.

"That pursuant to the Meeting Provisions:

- a) *approval is given for the Subordinated Note Trustee to provide for the benefit of the Issuer and each Initial Guarantor, the Proposed Waivers (as defined in the Notice of Circulating Resolution dated 5 December 2018) and execute any document necessary to give effect to the Proposed Waivers noting that the Proposed Waivers would automatically cease to be of effect if the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- b) *the Subordinated Note Trustee is instructed to:*
 - i. *take no action under Subordinated Note Conditions 14.4(b) or 14.6 with respect to any breach or Event of Default contemplated in the Proposed Waivers unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019; and*
 - ii. *amend the conditions subsequent applicable to the waivers granted by the Subordinated Note Trustee following passing of the resolution contemplated in the Previous Notice by replacing those conditions subsequent with the Conditions Subsequent.*
- c) *any obligation for the Subordinated Note Trustee or the Subordinated Security Trustee to convene a meeting of Noteholders or beneficiaries of the Security Trust with respect to any Event of Default contemplated in the Proposed Waivers is waived unless the Confirmation of the Conditions Subsequent is not delivered on or before 28 February 2019;*
- d) *In accordance with Subordinated Note Condition 17.1:*
 - i. *the definition of "Interest Cover Ratio" in Subordinated Note Condition 1.2 is amended by replacing the words "Finance Charges" with "Interest Expense";*
 - ii. *the definition of "EBIT" in Subordinated Note Condition 1.2 is amended by replacing reference to "extraordinary items" with "Extraordinary Items" and insertion of "raising of debt, or issue of equity capital," after "...the Notes," in paragraph (d);*
 - iii. *a new definition of "Extraordinary Items" is inserted into Subordinated Note Condition 1.2 after the definition of "Event of Default" as follows:*
 - "Extraordinary Items means, for any Relevant Period:**
 - (a) *items which are unusual or infrequent; or*
 - (b) *items unrelated to the typical operating activities of the Covenant Group's business;"*

- iv. amend the definition of "Interest Expense" in Subordinated Note Condition 1.2 by inserting "and" at the end of paragraph (b) and inserting new paragraph (c) as follows:

"(c) establishment costs, waiver fees, and other fees not payable on a recurring basis;"

- v. amend definition of "Eligible Receivables " in Subordinated Note Condition 1.2 by replacing "...means, on any date, a Receivable:" with "...means, on any date, a prepaid commission of the Issuer, or a Receivable which, solely with respect to a Receivable:"
- vi. amend definition of "Arrears Receivable" in Subordinated Note Condition 1.2 by inserting "..., other than Receivables relating to research and development grant funding which are not deemed by the Group to be impaired" after "...or more days...";
- vii. amend Subordinated Note Condition 14.3(d) by replacing ";" at the end of sub-paragraph (ii) with "." and inserting the following:

"... . For the avoidance of doubt, where a default, event of default or potential event of default (howsoever described) has been waived (whether unconditionally or conditionally), for so long as the waiver is effective, and/or the default, event of default or potential event of default has been remedied, such event does not constitute an Event of Default under this sub-paragraph (ii) and to the extent that prior to waiver or remedy, such matter constituted an Event of Default, it no longer constitutes an Event of Default;"

- viii. amend Subordinated Note Condition 5.2(b)(iii)(B) by inserting after "...previous Financial Year..." "...in the case of a dividend declared between July and December or the latest period of twelve months ending 31 December for a dividend declared between January and June...";
- ix. amend definition of Credit Adjusted Financial Indebtedness in Subordinated Note Conditions 1.2 by replacing sub-definition of "C" with "C = the aggregate of Secured Debt";
- x. insert new Subordinated Note Condition "1.7" immediately after Subordinated Note Condition 1.6 as follows:

"1.7 Calculation of Covenants

All calculations in Condition 5 (and the elements included in those calculations) required to be calculated for the purposes of the Conditions shall be determined in accordance with Accepted Accounting Practices as at 30 June 2018 unless the Issuer notifies the Trustee that such amounts will instead be determined in accordance with Accepted Accounting Practices at the time of making the determination or such combination of old and current Accepting Accounting Practices as determined by the Issuer.";

Noteholder	Name of authorised representative	Outstanding principal amount of Subordinated Notes to be voted for	Outstanding principal amount of Subordinated Notes to be voted against	Outstanding principal amount of Subordinated Notes abstained	Date of signing
Austraclear Ltd		A\$39,510,000	A\$25,000	Nil	

Executed by


as attorney for **AUSTRACLEAR LTD** under Power of Attorney dated 4 August 2010 in the presence of:



▲ Signature of witness



▲ Full name of witness (print)



▲ Signature of Attorney



▲ Full name of Attorney (print)