

ASX ANNOUNCEMENT

20 January 2021

CLEANSING NOTICE UNDER SECTION 708A(12C)(e) OF THE CORPORATIONS ACT

This cleansing notice (**Cleansing Notice**) is given by Anteris Technologies Ltd (ASX: AVR; **Anteris** or the **Company**) under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) (as notionally inserted by ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82)¹.

The Company advises that it has today issued 1,620,000 convertible notes. The convertible notes were issued without disclosure to investors under Part 6D.2 of the Corporations Act.

The purpose of this Cleansing Notice is to enable the shares that may be issued on any future conversion of the convertible notes to be on-sold to retail investors without further disclosure.

This Cleansing Notice is an important document and should be read in its entirety. Neither ASIC nor ASX takes any responsibility for the contents of this Cleansing Notice.

1. Background

The Company announced on 6 January 2021 that it had entered into a convertible security and share purchase agreement (**Purchase Agreement**) with Mercer Street Global Opportunity Fund, LLC (**Mercer**) under which Anteris agreed to issue the following securities to Mercer:

- (a) a placement of 291,545 ordinary fully paid shares (**Shares**) to raise a total of \$1,000,000 at an issue price of \$3.43 (equal to 90% of the average five-day VWAP before Anteris entered trading halt on 23 December 2020) (**Placement Shares**);
- (b) an issue of 1,620,000 convertible notes (**First Tranche Convertible Notes**) each with a face value of \$1.00 at a subscription price of \$0.925926 per convertible note to raise \$1,500,000 (before expenses); and
- (c) an issue of 1,080,000 convertible notes (**Second Tranche Convertible Notes**) each with a face value of \$1.00 at a subscription price of \$0.925926 per convertible note to raise \$1,000,000 (before expenses), subject to Anteris shareholder approval.

Under the Purchase Agreement, Anteris may request funding from Mercer of up to \$16,500,000 in exchange for which Anteris will issue Shares to Mercer (**Put Option Facility**). Refer to section 4.1 for details of the Put Option Facility.

In addition, the Company has agreed to issue 50,000 Shares to Mercer for nil consideration (**Commencement Shares**). The Company has also agreed to issue 150,000 options to acquire

¹ As modified by ASIC Instrument 21-0055 dated 18 January 2021 which extends the period of 5 days referred to in sections 708A(5)(b) and 708A(12C)(c) of the Corporations Act to 6 days in respect of shares and convertible notes issued by Anteris to Mercer.

Anteris Technologies Ltd

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Shares (**First Options**) and, subject to shareholder approval, 350,000 options to acquire Shares (**Second Options**), or pay a fee of \$250,000 if the Second Options are not approved by shareholders.

The Company has today issued the Placement Shares, the Commencement Shares, the First Tranche Convertible Notes and the First Options to Mercer (**First Closing**).

2. Contents of this Cleansing Notice

This Cleansing Notice sets out the following:

- (a) in relation to the First Tranche Convertible Notes:
 - (i) the effect of the issue on the Company;
 - (ii) a summary of the rights and liabilities attaching to the Convertible Notes; and
 - (iii) a summary of the rights and liabilities attaching to the Shares that will be issued on the conversion of the Convertible Notes; and
- (b) any information that:
 - (i) has been excluded from continuous disclosure notices in accordance with the ASX Listing Rules; and
 - (ii) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (A) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and
 - (B) the rights and liabilities attaching to the Shares; and
 - (C) other information relating to the Company's status as a disclosing entity.

3. The effect of the issue on the Company

3.1 Effect of the issue of the Company

The principal effect of the issue of the First Tranche Convertible Notes on the Company will be to:

- (a) increase the Company's cash reserves by up to \$1,500,000 (before costs associated with the First Tranche Convertible Notes issue);
- (b) increase the number of Convertible Notes on issue from nil to 1,620,000;
- (c) give rise to the Company having a liability of \$1.62m (which is disclosed on the balance sheet net of transaction costs); and
- (d) if the First Tranche Convertible Notes are converted, either wholly or in part to Shares, increase the number of Shares on issue as a consequence of the issue of Shares on such conversion by a maximum of 648,000 (assuming a conversion price of \$2.50 which is the minimum conversion price under the Purchase Agreement).

In addition to the above, the Company will issue the Placement Shares, Commencement Shares and First Options to Mercer. Subject to shareholder approval and all other conditions to the issue being satisfied or waived, Anteris will issue the Second Tranche Convertible Notes and Second Options to Mercer.

Under the terms of the Purchase Agreement, Anteris may request funding from Mercer of up to \$16,500,000 in exchange for which Anteris will issue Shares to Mercer under the Put Option Facility. Anteris may also issue Shares to Mercer to satisfy the 1.5% fee on drawings under the Put Option Facility, subject to obtaining Shareholder approval for that issue.

3.2 Pro-forma consolidated statement of financial position

To illustrate the effect of the issue of the First Tranche Convertible Notes on the Company, a pro-forma statement of financial position set out below has been prepared based on the financial position as at 30 June 2020 that was subject to review by independent auditors.

The pro-forma statement of financial position shows the effect of the issue of the First Tranche Convertible Notes as if they had been issued on 30 June 2020.

The accounting policies adopted in the preparation of the pro-forma statement of financial position are consistent with the policies adopted and as described in the Company's financial statements for the financial half-year ended 30 June 2020.

The pro-forma statement of financial position has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual and half-yearly financial statements and has not been subject to an audit or review.

The information in this section provides details of Anteris' historical financial information pro forma adjusted to take into account the effects of:

- (a) the Share placement to institutional investors completed on 29 December 2020 which raised \$1.1M as announced to ASX on 30 December 2020;
- (b) a \$1.22M short term loan secured against the Company's research and development rebate for 2020 as announced to ASX on 4 January 2021; and
- (c) the issue of the Placement Shares, Commencement Shares and First Options to Mercer, which will occur concurrently with the issue of the First Tranche Convertible Notes; and
- (d) the issue of the First Tranche Convertible Notes.

Full details of Anteris' historical financial information, including applicable notes and the accounting policies underlying their preparation, are contained in Anteris' half-yearly report for the period ending 30 June 2020 and annual report for the year ended 31 December 2019, which can be found on Anteris' website and in past announcements on the ASX.

The pro forma statement of financial position set out below does not take into account the issue of the Second Tranche Convertible Notes and Second Options (both of which are subject to shareholder approval).

Half-year financial statements	(a)	(b)	(c)	(d)		
30-Jun-20	Adjustment for Share Placement (\$)	Adjustment for R&D loan facility (\$)	Adjustment for issue of Placement Shares, Commencement Shares, First options and offers	Adjustment for issue of First Tranche Convertible notes	Pro-forma (\$)	
(\$)						
ASSETS						
Current Assets						
Cash and cash equivalents	6,895,651	1,068,142	1,146,760	1,000,000	1,500,000	11,610,553
Other current assets	5,539,260	0	42,090	256,907	0	5,838,257
Total Current Assets	12,434,911	1,068,142	1,188,850	1,256,907	1,500,000	17,448,810
Total Non-Current Assets	5,181,643					5,181,643
TOTAL ASSETS	17,616,554	1,068,142	1,188,850	1,256,907	1,500,000	22,630,453
LIABILITIES						
Current Liabilities						
Borrowings	1,249,319	0	1,159,380	0	1,114,640	3,523,339
Other current liabilities	4,405,773	85,654	29,470	197,600	153,900	4,872,397
Total Current Liabilities	5,655,092	85,654	1,188,850	197,600	1,268,540	8,395,736
Total Non-Current Liabilities	2,622,011					2,622,011
TOTAL LIABILITIES	8,277,103	85,654	1,188,850	197,600	1,268,540	11,017,747
NET ASSETS	9,339,451	982,488	0	1,059,307	231,460	11,612,706
EQUITY						
Contributed equity	137,757,528	982,488	0	1,059,307	231,460	140,030,783
Reserves	(2,949,999)	0	0	0	0	(2,949,999)
Accumulated losses	(125,468,078)	0	0	0	0	(125,468,078)
Capital and reserves attributable to equity holders of Anteris	9,339,451	982,488	0	1,059,307	231,460	11,612,706
Non-controlling interest	-					
TOTAL EQUITY	9,339,451	982,488	0	1,059,307	231,460	11,612,706

Note (i): Borrowings and Contributed equity including the adjustment for the share placement (column (a)), the adjustment for the R&D loan facility (column (b)) and the adjustments for the Placement Shares, Commencement Shares and First Options (column (c)) and the adjustment for the First Tranche Convertible Notes (column (d)) are initially recognised at fair value, net of transaction costs incurred. The adjustments for the Offers in column (d) include the face value of the First Tranche Convertible Notes of \$1.62 million, net of allocated transaction cost.

3.3 Potential effect on capital structure

The issue of First Tranche Convertible Notes will have the following effect on the capital structure of the Company:

Convertible Notes	Number
Convertible Notes on issue prior to the date of this Cleansing Notice	Nil
First Tranche Convertible Notes issued to Mercer	1,620,000
Total Convertible Notes currently on issue	1,620,000

Assuming a conversion price of \$2.50 for the First Tranche Convertible Notes issued to Mercer (being the minimum conversion price under the terms of the Purchase Agreement), up to 648,000 Shares may be issued. This will result in the total number of Shares on issue increasing to 7,216,803 (assuming no other Shares are issued, options are exercised into Shares or convertible securities convert to Shares, and including the Placement Shares and Commencement Shares issued to Mercer) as follows:

Shares	Number
Shares on issue prior to the date of this Cleansing Notice	6,227,258
Placement Shares and Commencement Shares issued to Mercer	341,545
Maximum number of Shares issued on conversion of First Tranche Convertible Notes (assuming conversion price of \$2.50 which is the Floor Price)	648,000
Total Shares	7,216,803

4. Rights and liabilities attaching to securities

4.1 Rights and liabilities attaching to the Convertible Notes

The key terms and conditions of the Convertible Notes are set out below.

Term	Description
Face Value	\$1 per Convertible Note
Subscription Price	<p>\$0.925926 per Convertible Note, which equates to:</p> <ul style="list-style-type: none"> \$1,500,000 to be paid by Mercer for the First Tranche Convertible Notes with a face value of \$1,620,000; and \$1,000,000 to be paid by Mercer for the Second Tranche Convertible Notes with a face value of \$1,080,000.
Maturity Date	16 months from the date of issue of the Convertible Notes (Maturity Date).

Interest Rate	<p>No interest is payable on unconverted drawn funds.</p> <p>Upon an event of default occurring, the Company must pay interest at a rate of 10% per annum on the amount of the face value of all Convertible Notes issued which have not been converted or repaid.</p>
Conversion of Convertible Notes	<p>Mercer may (at its absolute discretion) convert the Convertible Notes (in a minimum parcel with a face value of at least \$25,000) at any time prior to the Maturity Date, by giving the Company a conversion notice. The conversion will occur within 5 business days of receipt of the notice.</p> <p>Unless there is an event of default subsisting, Mercer must not issue a conversion notice on or before 30 April 2021 without the Company's consent.</p> <p>The number of Shares to which Mercer is entitled upon conversion of the relevant Convertible Notes is determined by the following formula:</p> <p>Number of Shares = repayment amount / conversion price.</p> <p>The applicable conversion price is set out below.</p> <p>Upon conversion of a Convertible Note, the Convertible Note is cancelled and may not be reissued and the face value of the Convertible Note which has been converted will be deemed satisfied.</p>
Conversion by the Company	<p>The Company has no right to require Mercer to convert any Convertible Notes at any time.</p>
Conversion Price	<p>The conversion price for Convertible Notes is 90% of the volume weighted average price of the Shares for the five trading days on which the Shares traded in the ordinary course of business on the ASX ending on the date immediately prior to the relevant conversion notice, subject to the conversion price being not less than \$2.50 (Floor Price).</p>
Repayment	<p>If Mercer has not notified the Company in writing by the day that is 10 business days prior to the relevant Maturity Date that it will be converting the relevant Convertible Notes (in whole or in part), the Company must repay the face value of the Convertible Notes (and any accrued but unpaid interest) within 55 business days of the Maturity Date.</p> <p>If an event of default is subsisting after the Company has received 10 business days' notice from Mercer, the Company must repay the face value of the outstanding Convertible Notes (together with any accrued by unpaid interest) within 10 business days of such notice.</p> <p>If a Change of Control Event or a Delisting Event occurs, Mercer may require repayment by the Company of some or all of the Convertible Notes. Mercer may not require repayment where a Delisting Event occurs and Shares (or shares of a holding company that acquires the Company) are quoted on another stock exchange (of a size at least equivalent to the ASX) no more than two business days after the shares are no longer quoted by ASX (Relisting</p>

	<p>Event). If a Relisting Event occurs, Mercer and the Company agree to amend the Purchase Agreement to ensure the Purchase Agreement operates in a manner consistent with that contemplated prior to the Relisting Event.</p> <p>Mercer may also require repayment of the face value of the outstanding Convertible Notes within 65 business days after Mercer issues a notice that there has been an adverse change of law affecting Mercer.</p> <p>In this Cleansing Notice:</p> <ul style="list-style-type: none"> • “Change of Control Event” means each of: <ul style="list-style-type: none"> ○ a takeover bid being made to acquire all of the Shares and: <ul style="list-style-type: none"> ▪ the offer under the takeover bid is, or becomes, unconditional; and ▪ either: <ul style="list-style-type: none"> • the bidder has acquired at any time during the offer period (or after the close of the offer period) a relevant interest in more than 50 per cent of the Shares on issue; or • the directors of the Company recommend acceptance of the offer under the takeover bid; ○ 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 in the Company (where the requisite shareholder approval has also been obtained). • “Delisting Event” means where: <ul style="list-style-type: none"> ○ the Shares are no longer quoted on ASX; or ○ the Shares are suspended from trading on ASX for a period of 20 consecutive business days, in any case, other than as a result (directly or indirectly) of a Change of Control Event.
Ranking on Conversion	Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.
Security Documents	Repayment of the face value of the Convertible Notes, and all obligations under the Purchase Agreement, are secured by a general security granted by the Company in favour of Mercer, which ranks behind existing security granted by the Company to Mitchell Asset Management Pty Ltd and Sio Partners, LP.
Reconstruction of capital	In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the terms of the Convertible Notes (including the Floor Price) will be reconstructed to the extent necessary to comply with the Listing Rules.
Participation Rights	The Convertible Notes will not carry any entitlement to participate in future issues of securities by the Company prior to any conversion of the Convertible Notes into Shares.

	The Company is restricted from undertaking certain forms of capital raisings without the consent of Mercer, which consent must not be unreasonably withheld where Mercer has been given a first right to participate in such raising and certain restrictions otherwise apply to the terms of such raising.
No Voting Rights	Except as required by the Corporations Act, the Convertible Notes will not carry a right to vote at general meetings of the Company prior to any conversion of the Convertible Notes into Shares.

Other key terms of the Purchase Agreement are set out below:

Term	Description
Second Investment Amount	<p>Subject to all of the relevant 'Closing Conditions' (detailed below) being satisfied or waived, Mercer agrees to advance the Company a further \$1,000,000 (less taxes and transaction costs) by way of a subscription for \$1,080,000 worth of Convertible Notes (Second Tranche Convertible Notes).</p> <p>The Company also agrees to issue 350,000 Options to Mercer (Second Options).</p> <p>The issue of the Second Tranche Convertible Notes and Second Options to Mercer is subject to Shareholder approval.</p> <p>Anteris must seek Shareholder approval of the issue of the Second Tranche Convertible Notes and the Second Options by 31 March 2021. If Shareholder approval for the issue of the Second Options is not obtained by that date, Anteris must pay Mercer a cash fee of \$250,000.</p>
Put Option Facility	<p>Between the date that is four months after the First Closing date and 6 January 2023, Anteris may, subject to certain conditions, request further funding from Mercer of up to \$16,500,000 (less taxes and transaction costs) (Subsequent Investment Amount) under the Put Option Facility.</p> <p>In consideration for each tranche of the Subsequent Investment Amount advanced to the Company, the Company will issue to Mercer the number of Shares calculated below (Subsequent Investment Shares) with a deemed issue price equal to 90% of the average of the daily volume weighted average price for the five trading days on which Shares traded in the ordinary course of business of business on ASX ending on the date immediately prior to the date on which Anteris calls on the Subsequent Investment Amount. The number of Subsequent Investment Shares issued to Mercer must be no greater than 10 times the average daily number of Shares traded on ASX during the 10 trading days prior to the date on which Anteris calls on the Subsequent Investment Amount.</p> <p>Mercer's obligation to provide the Subsequent Investment Amount is conditional upon:</p>

Term	Description
	<ul style="list-style-type: none"> all of the relevant 'Closing Conditions' (detailed below) being satisfied or waived; the Second Tranche Convertible Notes and Second Options being issued to Mercer; and the Company paying a fee equal to 1.5% of the relevant Subsequent Investment Amount to Mercer, which may be satisfied (at Mercer's election) in either cash or, subject to obtaining Shareholder approval, Shares (Subsequent Investment Fee). If Mercer elects to receive the Subsequent Investment Fee by an issue of Shares, Anteris must use reasonable endeavours to obtain Shareholder approval to issue Shares at the first general meeting of the Company held after Mercer gives notice to the Company. If Shareholder approval is not obtained, Anteris must pay the Subsequent Investment Fee in cash. <p>The Company may make multiple drawdowns under the Put Option Facility, provided that the aggregate Subsequent Investment Amount paid to the Company under the notices is not greater than \$16,500,000.</p> <p>The Company is under no obligation to provide any requests for the Subsequent Investment Amount (or part thereof).</p>
Rights of Mercer upon an event of default	<p>While an event of default is subsisting, Mercer may in its sole discretion:</p> <ul style="list-style-type: none"> declare all outstanding obligations by the Company under the Purchase Agreement to be immediately due and payable; or terminate the Purchase Agreement, in which case any amounts payable under the Purchase Agreement to Mercer, become immediately payable (including the face value of any Convertible Notes which have not already been satisfied).
Events of default	The Purchase Agreement contains various events which constitute events of default which are standard for agreements of this nature.
Termination	<p>The Purchase Agreement commences on 6 January 2021 and ends on the business day after the later of repayment or conversion of the face value of all outstanding Convertible Notes and any interest due and payable is made and 6 January 2023, unless otherwise agreed or terminated prior to this date.</p> <p>Mercer may terminate the Purchase Agreement if an event of default occurs.</p>
Closing Conditions	The issue of securities under the Purchase Agreement is subject to a number of closing conditions, including:

Term	Description
	<ul style="list-style-type: none"> other than in respect of the First Closing, for an issue of Shares to Mercer, Mercer's shareholder not exceeding 4.99% unless Mercer gives its written consent and in that case not exceeding 9.99%; for the Second Tranche Convertible Securities and the Second Options, the Company obtaining Shareholder approval under the Listing Rules; the Company otherwise being permitted to issue the relevant securities under the ASX Listing Rules; the Company being able to issue a cleansing statement for the securities or issue a prospectus so the securities are freely tradable on issuance; and other customary conditions such as representations and warranties being true and correct, all authorisations and consents being obtained, delivery of documents and no default by the Company. <p>The issue of Subsequent Investment Shares and the conversion of Convertible Notes by Mercer are subject to a number of other conditions, including:</p> <ul style="list-style-type: none"> no Change of Control Event or Delisting Event has occurred; there is no suspension of trading in securities generally in Australia or the United States of America; and there is no event or condition that has had, or may have, a material adverse effect on the Company.
Other terms	The Purchase Agreement otherwise contains representations, warranties and indemnities standard for an agreement of this nature.

4.2 Rights attaching to Shares

Shares issued on conversion of the Convertible Notes will rank equally in all respects with existing Shares. Full details of the rights attaching to Shares are set out in Anteris' constitution, a copy of which can be inspected at Anteris' registered office. A summary of the significant rights, liabilities and obligations attaching to Shares are set out below.

(a) Voting rights

Subject to Anteris' constitution, the ASX Listing Rules and rights or restrictions for the time being attached to any class or classes of Shares, at a general meeting every Shareholder present in person or by proxy, attorney or representative has one vote on a show of hands and, on a poll, one vote for each fully paid Share. The holder of partly paid Shares in the Company has a vote in respect of the Share on a poll which has the same proportionate value as the proportion that the amount paid on the Shares bears to the total amounts paid and payable (excluding

amounts credited), provided that amounts paid in advance of a call are ignored when calculating a true proportion.

(b) **General meeting and notices**

Each holder of Shares will be entitled to receive notice of, and to attend and vote at, the Company's general meetings and to receive all notices, accounts and other documents required to be sent to Shareholders under Anteris' constitution, the Corporations Act and the Listing Rules.

(c) **Dividends**

The directors of Anteris may from time to time declare a dividend or interim dividend to be paid to Shareholders entitled to the dividend. The dividend declared shall be payable on all Shares in accordance with the Corporations Act.

(d) **Winding up**

Subject to the rights of Shareholders (if any) entitled to Shares with special rights in a winding up, all moneys and property that are to be distributed among Shareholders on a winding up, shall be so distributed in proportion to the Shares held by them respectively, irrespective of the amount paid-up or credited as paid up on the Shares.

(e) **Less than marketable parcel holdings**

Subject to Anteris' constitution, the Company may at any time give written notice to a Shareholder whose holding of Shares is less than a marketable parcel (as that term is defined in the Listing Rules) of its intention to exercise powers under Anteris' constitution to sell the Shares and distribute the proceeds to that shareholder.

(f) **Transfer of Shares**

Subject to Anteris' constitution, a Shareholder may transfer Shares in accordance with the operating rules of the ASX, or by instrument which is in writing in a usual or common form or as approved by the directors of Anteris, a sufficient instrument under the Corporations Act, or in a form approved by ASX.

5. **Compliance with disclosure obligations**

Anteris is a 'disclosing entity' (as defined in section 111AC of the Corporations Act) and therefore subject to regular reporting and disclosure obligations under the Corporations Act. Under those obligations, Anteris is obliged to comply with all applicable continuous disclosure and reporting requirements in the Listing Rules.

Copies of documents lodged by the Company in connection with its reporting and disclosure obligations may be obtained from, or inspected at, an office of ASIC. Copies of all documents announced to the ASX can be found at <https://anteristech.com/investors#ASXAnnouncements>.

The Company will provide free of charge to any person who requests it during normal business hours:

- (a) the Company's annual financial report lodged with ASIC for the period ended 31 December 2019;

- (b) the Company's half-year financial report for the half-year ended 30 June 2020; and
- (c) any continuous disclosure notices given by the Company to notify ASX of information relating to the Company during the period from the date of lodgement of the Annual Financial Report until the date of this Cleansing Notice.

6. Information excluded from continuous disclosure notices

As at the date of this Cleansing Notice, other than as set out in this Cleansing Notice, the Company advises that there is no information that:

- (a) the Company has excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- (b) is information that investors and their professional advisers 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 Company; and
 - (ii) the rights and liabilities of the Convertible Notes (and the underlying Shares) offered by the Company.

ENDS

About Anteris Technologies Ltd (ASX: AVR)

Anteris Technologies Ltd is a structural heart company delivering clinically superior and durable solutions through better science and better design. Its focus is on developing next generation technologies that help healthcare professionals create life-changing outcomes for patients.

The Anteris DurAVR™ aortic replacement valve addresses the acute need in terms of superior hemodynamic profile as well as chronic needs in its ability to sustain that profile longer over the lifetime of the patient.

The proven benefits of its ADAPT® tissue technology, paired with the unique 3D single piece aortic valve design of DurAVR™, has the potential to deliver a functional cure to aortic stenosis patients and provide a much-needed solution to the challenges facing heart surgeons today.

Authorisation and Additional information

This announcement was authorised for release by the Board of Directors of Anteris Technologies Ltd.

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