

# Information Memorandum

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**Civmec Holdings Pty Limited**  
**(ABN 85 138 017 651)**  
**(Issuer)**

**Issue of Australian Dollar A\$60,000,000 7.00% Fixed Rate Secured Notes due  
30 November 2022**

**irrevocably and unconditionally guaranteed by**

**Civmec Limited**  
**(ARBN 604 316 690) (ABN 50 604 316 690)**  
**(Guarantor)**

**Sole Lead Manager and  
Initial Subscriber  
National Australia Bank Limited**  
**(ABN 12 004 044 937)**

The date of this Information Memorandum is 22 November 2018

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# Important Notice

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## Introduction

This Information Memorandum relates to an issue of A\$60,000,000 7.00% fixed rate secured notes due 30 November 2022 (the **Notes**) by Civmec Holdings Pty Limited (ABN 85 138 017 651) (the **Issuer**).

The Notes are unconditionally and irrevocably guaranteed by Civmec Limited (ARBN 604 316 690) (ABN 50 604 316 690) (the **Guarantor**) pursuant to the guarantee (the **Guarantee**) set out in the note trust deed dated 22 November 2018 (the **Note Trust Deed**) between, among others, the Issuer, the Guarantor and Perpetual Corporate Trust Limited (ABN 99 000 341 533) (the **Note Trustee**).

The Notes have the benefit of the Security (as described below) and granted, or (in the case of the Real Property Mortgages (as described below) proposed to be granted, by the Issuer). Each of the Issuer, the Guarantor, the Note Trustee and P.T. Limited (ABN 67 004 454 666) (the **Security Trustee**) has entered into a security trust deed dated 22 November 2018 (the **Security Trust Deed**) pursuant to which, among other things, the Security Trustee will hold the Security on trust for the Beneficiaries (as defined in the Security Trust Deed), subject to a Priority Deed (as defined below), as more fully described in the section of this Information Memorandum entitled "*Security Arrangements*".

The Issuer has appointed National Australia Bank Limited (ABN 12 004 044 937) as Sole Lead Manager (the **Sole Lead Manager**) and as Initial Subscriber (the **Initial Subscriber**) in respect of the Notes to be issued.

References to the **Information Memorandum** are to this Information Memorandum and any other document incorporated by reference in the section entitled "*The Issuer and the Guarantor*" below collectively and to any of such documents individually.

Prospective investors should read this Information Memorandum carefully prior to making any decision in relation to purchasing, subscribing for or investing in the Notes.

## Issuer's responsibility

This Information Memorandum has been prepared and issued by the Issuer and the Guarantor. Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Information Memorandum other than information provided by the Sole Lead Manager and Initial Subscriber, the Note Trustee, the Security Trustee and the Agents (each as defined in the section of this Information Memorandum entitled "*Summary*" below) in relation to their respective details in the sections of this Information Memorandum entitled "*Summary*" and "*Directory*" below.

## Place of issuance

Subject to all applicable laws and directives, the Issuer will only offer and issue Notes in Australia and New Zealand.

## Terms and conditions of issue

The Notes will be issued under the Note Trust Deed and will comprise a single tranche (a **Tranche**).

A pricing supplement (**Pricing Supplement**) will be issued for the Tranche of Notes in substantially the same form as set out in this Information Memorandum. The Pricing Supplement will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest payable (if any) together with any other terms and conditions not set out in the section of this Information Memorandum entitled "*Terms and Conditions*" below that may be applicable to the Notes. The terms and conditions (the Terms and Conditions) applicable to the Notes are included in this Information Memorandum and may be supplemented, amended, modified or replaced by a Pricing Supplement.

The Pricing Supplement or another supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

### **No independent verification**

The only role of the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer and to the Guarantor that their respective details in the section of this Information Memorandum entitled "Summary" and "Directory" below are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee and the Agents have independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any of them, as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Notes.

The Sole Lead Manager and the Initial Subscriber, the Note Trustee, the Security Trustee and the Agents expressly do not undertake to any holder of a Note to review the financial condition or affairs of the Issuer, the Guarantor or any of their affiliates at any time or to advise any holder of a Note of any information coming to their attention with respect to the Issuer or the Guarantor and make no representations as to the ability of the Issuer or the Guarantor to comply with their respective obligations under the Notes.

### **Intending purchasers to make independent investment decision and obtain tax advice**

This document contains only summary information concerning the Issuer, the Guarantor and the Notes and should be read in conjunction with all of the documents which are deemed to be incorporated by reference herein. The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, the Guarantor, any of their respective affiliates or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a representation or report of either of those things) by any of the Issuer, the Guarantor, the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee or the Agents that any recipient of this Information Memorandum should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer, the Guarantor, any of their respective affiliates and the Notes;
- determine for themselves the relevance of the information contained in this Information Memorandum, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own tax advisers concerning the application of any tax (including stamp duty) laws applicable to their particular situation.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them and each investor should consult their own professional adviser.

This Information Memorandum does not comprehensively describe the risks of an investment in any Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

### **No offer**

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Guarantor, the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee or the Agents (or, without limitation, their respective shareholders, subsidiaries, affiliates, related bodies corporate, officers, employees, representatives or advisors) to any person to subscribe for, purchase or otherwise deal in any Notes.

## **Selling restrictions and no disclosure**

**EACH INVESTOR OR POTENTIAL INVESTOR SUBSCRIBING FOR, PURCHASING OR OTHERWISE DEALING IN ANY NOTES IS DEEMED TO HAVE REPRESENTED AND WARRANTED TO THE ISSUER, THE GUARANTOR, THE SOLE LEAD MANAGER, THE INITIAL SUBSCRIBER, THE NOTE TRUSTEE, THE SECURITY TRUSTEE AND THE AGENTS THAT IT IS A PERSON TO WHOM IT IS LAWFUL TO MAKE ANY OFFER OF NOTES AND IT IS A PERSON TO WHOM AN OFFER OF NOTES FOR ISSUE OR SALE MAY BE MADE WITHOUT DISCLOSURE UNDER PART 6D.2 OR CHAPTER 7 OF THE CORPORATIONS ACT 2001 (CTH) (the 'CORPORATIONS ACT').**

The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Notes may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about them and observe any, such restrictions. None of the Issuer, the Guarantor or any of their affiliates or the Initial Subscriber, the Sole Lead Manager, the Note Trustee, the Security Trustee or the Agents represents that this Information Memorandum may be lawfully distributed or that any Notes may be lawfully offered in compliance with any applicable registration or other requirements in any jurisdiction, or under an exemption available in such jurisdiction, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by any of the Issuer, the Guarantor, the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee or the Agents (nor, without limitation, their respective shareholders, subsidiaries, affiliates, related bodies corporate, officers, employees, representatives or advisors) which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

Neither this Information Memorandum nor any other disclosure document in relation to the Notes has been lodged with the Australian Securities and Investments Commission (**ASIC**). A person may not make or invite an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia) or distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes in Australia unless the minimum aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in another currency, in each case disregarding moneys lent by the offeror or its associates), the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act and such action complies with all applicable laws and directives, the offer or invitation (including any resulting issue or sale) does not constitute an offer to a "retail client" as defined in section 761G of the Corporations Act and such action does not require any document to be lodged with ASIC.

The Notes and the Guarantee have not been and will not be registered under the Securities Act 1933 (as amended) of the United States of America (the **U.S. Securities Act**) and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (**Regulation S**) or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Sole Lead Manager agrees that it will not offer or sell Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Paying Agent, by the Sole Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to the Sole Lead Manager to whom it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act.

A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes except if the offer or invitation complies with all applicable laws and directives.

### **No authorisation**

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, the Guarantor, any of their respective affiliates or the issue or sale of the Notes and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer, the Guarantor, the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee or the Agents.

### **Agency and distribution arrangements**

The Issuer, failing whom the Guarantor, has agreed or may agree to pay fees to the Note Trustee, the Security Trustee and the Agents for undertaking their respective roles and reimburse them for certain of their expenses properly incurred in connection with the Notes.

The Issuer, failing whom the Guarantor, may also pay a fee to the Sole Lead Manager and the Initial Subscriber in respect of the Notes subscribed by it, and may agree to reimburse the Sole Lead Manager and the Initial Subscriber for certain expenses properly incurred in connection with the Notes and may indemnify the Sole Lead Manager and the Initial Subscriber against certain liabilities in connection with the offer and sale of Notes.

The Issuer, the Guarantor, the Sole Lead Manager, the Initial Subscriber, the Note Trustee, the Security Trustee and the Agents, and their respective related entities, directors, officers and employees may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

### **Currency**

In this Information Memorandum, references to "\$", "A\$", "AUD" or "Australian dollars" are to the lawful currency of the Commonwealth of Australia, and to "NZ\$" are to the lawful currency of New Zealand, and to "SGD" are to the lawful currency of Singapore.

### **Currency of information**

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct, that any other information supplied in connection with the Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer or the Guarantor at any time subsequent to the Preparation Date. In particular, none of the Issuer, the Guarantor or any of their respective affiliates is under any obligation to any person to update this Information Memorandum at any time after an issue of Notes.

In this Information Memorandum, **Preparation Date** means:

- in relation to this Information Memorandum, the date indicated on its face or, if this Information Memorandum has been amended, or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to any annual reports and financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

## Documents Incorporated by Reference

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This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. Investors should review, amongst other things, the documents which are deemed to be incorporated in this Information Memorandum by reference when deciding whether to purchase any Notes.

The following documents are incorporated in, and taken to form part of, this Information Memorandum:

### Finance Documentation

- The Note Trust Deed;
- the Security Trust Deed;
- each Security;
- the Priority Deed;
- the Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time and all documents stated herein or therein to be incorporated in this Information Memorandum.

### Issuer and Guarantor

- The most recent annual audited consolidated financial statements of Civmec Limited and its subsidiaries lodged with ASX and SGX, an electronic copy of which is available free of charge at [www.asx.com.au](http://www.asx.com.au) (ASX:CVL) and [www.sgx.com](http://www.sgx.com) (SGX:P9D) respectively;
- all announcements made by Civmec Limited to the ASX and SGX, electronic copies of which are available free of charge at [www.asx.com.au](http://www.asx.com.au) (ASX:CVL) and [www.sgx.com](http://www.sgx.com) (SGX:P9D) respectively; and
- all other documents issued by the Issuer or the Guarantor and stated to be incorporated by reference in this Information Memorandum.

Any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be modified or superseded in this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication).

Except as provided above, no other information, including any document incorporated by reference in any of the documents described above, is incorporated by reference into this Information Memorandum.

Any internet site addresses provided in this Information Memorandum are for reference only and the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

### Copies of Finance Documentation

Copies of the Note Trust Deed, the Pricing Supplement, the Security Trust Deed, the Security and the Priority Deed and documents incorporated by reference in this Information Memorandum may be obtained, without charge, from the offices of the Issuer, the Guarantor or the Note Trustee specified in the section of this Information Memorandum entitled “*Directory*” during standard business hours.

## Summary

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*The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, the applicable Terms and Conditions and the Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Terms and Conditions or in the section of this Information Memorandum entitled "Important Notice". A reference to the "Pricing Supplement" does not limit provisions or features which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to the issue of Notes.*

<b>Issuer:</b>	Civmec Holdings Pty Limited (ABN 85 138 017 651)
<b>Guarantor:</b>	Civmec Limited (ARBN 604 316 690) (ABN 50 604 316 690)
<b>Guarantee:</b>	The Notes are issued with the benefit of the Guarantee and the payment of principal and interest in respect of the Notes will be unconditionally and irrevocably guaranteed by the Guarantor as more fully set out in the Note Trust Deed.
<b>Issue Size:</b>	A\$60,000,000 aggregate principal amount of Fixed Rate Notes.
<b>Sole Lead Manager:</b>	National Australia Bank Limited (ABN 12 004 044 937).
<b>Initial Subscriber:</b>	National Australia Bank Limited (ABN 12 004 044 937).
<b>Registrar:</b>	Perpetual Corporate Trust Limited (ABN 99 000 341 533) or such other person appointed by the Issuer under an Agency and Registry Services Agreement to perform registry functions and establish and maintain a Register (as defined below) on the Issuer's behalf from time to time (the <b>Registrar</b> ).
<b>Issuing Agent:</b>	Perpetual Corporate Trust Limited or any other person appointed by the Issuer under an Agency and Registry Services Agreement to act as issuing agent on the Issuer's behalf from time to time (the <b>Issuing Agent</b> ).
<b>Paying Agent:</b>	Perpetual Corporate Trust Limited or any other person appointed by the Issuer under an Agency and Registry Services Agreement to act as paying agent on the Issuer's behalf from time to time (the <b>Paying Agent</b> ).
<b>Calculation Agent:</b>	Perpetual Corporate Trust Limited or any other person appointed by the Issuer to act as calculation agent on the Issuer's behalf from time to time (the <b>Calculation Agent</b> ).
<b>Agents:</b>	Each of the Registrar, Issuing Agent, Paying Agent and Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Tranche or Series of the Notes (each an <b>Agent</b> and, together, the <b>Agents</b> ).
<b>Note Trustee:</b>	Perpetual Corporate Trust Limited (ABN 99 000 341 533) or such other person appointed under the Note Trust Deed as trustee from time to time (the <b>Note Trustee</b> ).
<b>Security Trustee:</b>	P.T. Limited (ABN 67 004 454 666) or such other person appointed under the Security Trust Deed as trustee from time to time (the <b>Security Trustee</b> ).
<b>Form of Notes:</b>	Notes will be issued in registered form and will be debt obligations of the Issuer which are constituted by, and owing under, the Note Trust Deed.



Notes take the form of entries in a register (the **Register**) maintained by the Registrar.

No certificates in respect of any Notes will be issued unless the Issuer determines that certificates should be available or if certificates are required by any applicable law or directive.

- Negative pledge:** Notes will have the benefit of a negative pledge given by the Issuer, as described in Condition 4.1 (“Negative pledge”).
- Financial covenants:** Notes will have the benefit of certain financial covenants as described in Condition 4.2 (“Financial covenants”).
- Other covenants:** Notes will have the benefit of certain other covenants, including certain restrictions on Disposals, as described in Condition 4.3 (“Other covenants”). The Note Trustee is not required to test any of the covenants contained in Condition 4.3 (“Other covenants”) nor any other covenants.
- Status of the Notes:** The Notes constitute direct, secured, unconditional and unsubordinated obligations of the Issuer ranking equally among themselves and in priority to all unsecured obligations of the Issuer, except liabilities mandatorily preferred by law.
- Status of the Guarantee:** The Guarantee made by the Guarantor is a direct, unsecured and unsubordinated obligation of the Guarantor and ranks equally and *pari passu* with all of its present and future unsubordinated and unsecured obligations, except liabilities mandatorily preferred by law.
- Claims of Noteholders under the Guarantee will rank:
- (a) behind claims of secured creditors of the Guarantor where it has entered into Financial Indebtedness which is subject to a Security Interest; and
  - (b) *pari passu* with claims of other unsecured creditors of the Guarantor.
- For the avoidance of doubt, the Notes do not have the benefit of any security granted by the Guarantor.
- Security:** The Notes will have the benefit of the Security granted by the Issuer (and, in the case of each Real Property Mortgage, proposed to be granted by the Issuer) as more fully described in the section of this Information Memorandum entitled “Security Arrangements”.
- Status and ranking of Security:** Amounts due under the Notes and the Note Trust Deed are secured by the Security (as defined in the Security Trust Deed). The Security Trustee holds the Security on trust for the Beneficiaries (as defined in the Security Trust Deed, and which includes the Note Trustee and the Noteholders) and subject to the terms of the Security Trust Deed and the Priority Deed. By the Note Trustee being a party to the Security Trust Deed, the Noteholders receive, through the Note Trustee, the benefit of the Security Trust Deed and the Security.
- At the date of this Information Memorandum, the Issuer has granted certain existing Security Interests in respect of existing Financial Indebtedness which will be repaid from the proceeds of the Notes with those existing Security Interests being released simultaneously upon release of those proceeds on the Issue Date.
- The remaining Existing Security Interests comprise:
- (a) a Security Interest granted by the Issuer over all of its present and after

acquired property, with no exceptions, in favour of certain secured creditors which is subject to a Priority Deed (as defined below) pursuant to which those secured creditors have agreed with the Security Trustee that such Security Interest will be second ranking to the Security; and

(b) PMSIs,

and therefore, on and from the Issue Date the Security granted by the Issuer in favour of the Security Trustee will be first ranking security.

In addition, it is proposed that the Issuer grant a first ranking Real Property Mortgage in favour of the Security Trustee over the Issuer's interest in the land located at 2 and 8 Stuart Drive, Henderson, Western Australia and the Issuer's interest in the land located at 39 Old Punt Road, Tomago, NSW within 10 Business Days of the Issue Date.

For further information on the Security and the Priority Deed, see the section of this Information Memorandum entitled "*Security Arrangements*".

<b>Interest:</b>	<p>Each Note bears interest on its outstanding principal amount from (and including) its Interest Accrual Date to (but excluding) its Maturity Date (unless redeemed earlier) at the Interest Rate.</p> <p>Interest is payable in arrear on each Interest Payment Date or such other date on which a Note is redeemed, and adjusted, if necessary, in accordance with the Business Day Convention. The amount of interest payable on each Note on each scheduled Interest Payment Date is the Fixed Coupon Amount.</p> <p>All such information will be set out in the Pricing Supplement.</p>
<b>Currency:</b>	<p>The Notes will be issued in Australian dollars.</p>
<b>Denomination:</b>	<p>Notes will be issued in the single denomination of A\$1,000.</p>
<b>Minimum parcel size on initial issue:</b>	<p>A\$50,000, subject to the selling and issue restrictions, the transfer restrictions and the procedures set out in this section.</p>
<b>Settlement Procedures:</b>	<p>The Sole Lead Manager will settle its purchase of Notes on the Issue Date or may procure third party purchases are so settled through the Austraclear System in a manner consistent with the rules and regulations of the Austraclear System or as otherwise provided in the Pricing Supplement.</p>
<b>Clearing Systems:</b>	<p>Notes may be transacted either within or outside a clearing system.</p> <p>The Issuer intends to apply to Austraclear for approval for Notes to be traded on the Austraclear System. Upon approval by Austraclear, the Notes will be traded through Austraclear in accordance with the Austraclear Regulations. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes.</p> <p>On admission to the Austraclear System, interests in the Notes may be held through Euroclear Bank S.A./N.V. (<b>Euroclear</b>) or Clearstream Banking, société anonyme (<b>Clearstream</b>). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream would be held in the Austraclear System by J.P. Morgan Nominees Australia Limited as nominee of Clearstream.</p> <p>The rights of a holder of Notes held through Euroclear or Clearstream are subject</p>

to the respective rules and regulations for accountholders of Euroclear and Clearstream and their respective nominees and the rules and regulations of the Austraclear System (in each case, the **Regulations**).

In addition, any transfer of interests in Notes which are held through Euroclear or Clearstream and to the extent that such transfer will be recorded in the Austraclear System will be subject to the Corporations Act and such other requirements as set out in the Notes.

Neither the Issuer nor the Guarantor will be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

**Title:** Entry of the name of the person in the Register in respect of Notes in the registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or error.

Title to Notes which are held in the Austraclear System will be determined in accordance with the rules and regulations of the Austraclear System.

Notes which are held in the Austraclear System will be registered in the name of Austraclear.

**Use of proceeds:** The Issuer will use the proceeds from the issue of the Notes for general corporate purposes, including capital expenditure associated with the construction of new shipbuilding facilities at Henderson, Western Australia, and refinancing of existing secured facilities.

**Payments:** Payments to persons who hold Notes through the Austraclear System will be made in accordance with the Austraclear Regulations.

**Payment Date:** A Payment Date for a Note is the Maturity Date, an Interest Payment Date or any other relevant date on which a payment in respect of that Note is due, adjusted in accordance with the applicable Business Day Convention.

**Record Date:** The Record Date is the close of business (in the place where the Register is maintained) on the eighth day before the Payment Date.

**Maturity and redemption:** Subject to compliance with all relevant laws, regulations and directives, each Note will be redeemed on its Maturity Date at its outstanding principal amount, unless the Note has been previously redeemed or purchased and cancelled.

Notes are also redeemable prior to their scheduled maturity:

- at the option of the Issuer:
  - on certain Optional Redemption Dates;
  - in connection with certain asset disposals; or
  - following certain tax events;
- at the option of a Noteholder following the occurrence of a Change of Control,

each as more fully set out in Condition 7 (“Redemption and Purchase”) and the Pricing Supplement.

Notes entered in the Austraclear System will be redeemed in a manner that is consistent with the Regulations.

**Selling and issue restrictions:**

The Notes may only be issued or sold in or into Australia:

- (a) if the amount subscribed for, or the consideration payable to the Issuer, by the relevant Noteholder is a minimum of A\$500,000 (or its equivalent in other currencies) (disregarding amounts, if any, lent by the Issuer or other person offering the Notes or its associates (within the meaning of those expressions in Parts 6D.2 and 7.9 of the Corporations Act)) unless the issue or sale is otherwise in circumstances that do not require disclosure under Parts 6D.2 and 7.9 of the Corporations Act;
- (b) if the offer or invitation (including any resulting issue or sale) does not constitute an offer to a “retail client” as defined in section 761G of the Corporations Act;
- (c) such action does not require any document to be lodged with ASIC; and
- (d) the offer or invitation (including any resulting issue) complies with all other applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place.

See the section of this Information Memorandum entitled “Selling Restrictions” for further details regarding selling and issue restrictions in certain other jurisdictions.

**Transfer restrictions and procedures:**

Notes may only be transferred in whole and in accordance with the Conditions. Transfers of Notes held in the Austraclear System will be made in accordance with the Regulations.

Unless otherwise specified in the Pricing Supplement, the Notes may only be transferred if the offer or invitation for the sale or purchase of Notes:

- (a) is for an aggregate consideration payable by each transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in each case, disregarding moneys lent by the transferor or its associates to the transferee or its associates) or if the offer or invitation for the transfer otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act;
- (b) if the transferee is not a “retail client” as that term is defined for the purposes of section 761G of the Corporations Act; and
- (c) if the offer or invitation for the transfer complies with all other applicable laws and regulations in the jurisdiction in which the transfer takes place.

**Taxes, withholdings, deductions and stamp duty:**

All payments in respect of the Notes must be made without any withholding or deduction in respect of taxes, unless such withholding or deduction is required by law.

In the event that any such withholding or deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so withheld or deducted.

Holders of Notes who do not provide their Tax File Number or Australian Business Number (if applicable) or claim an exemption may have tax withheld from payments at the highest marginal rate plus Medicare levy. No additional amounts will be payable by the Issuer in respect of any such withholding.

Any stamp duty incurred on the issuance of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant Noteholder.

As at the date of this Information Memorandum, no stamp duty is payable under

Australian law on the issuance, transfer, or redemption of the Notes.

A brief overview of the Australian taxation treatment of payment of interest on Notes is set out in the section of this Information Memorandum entitled “*Australian Taxation*” below.

**Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in any Notes.**

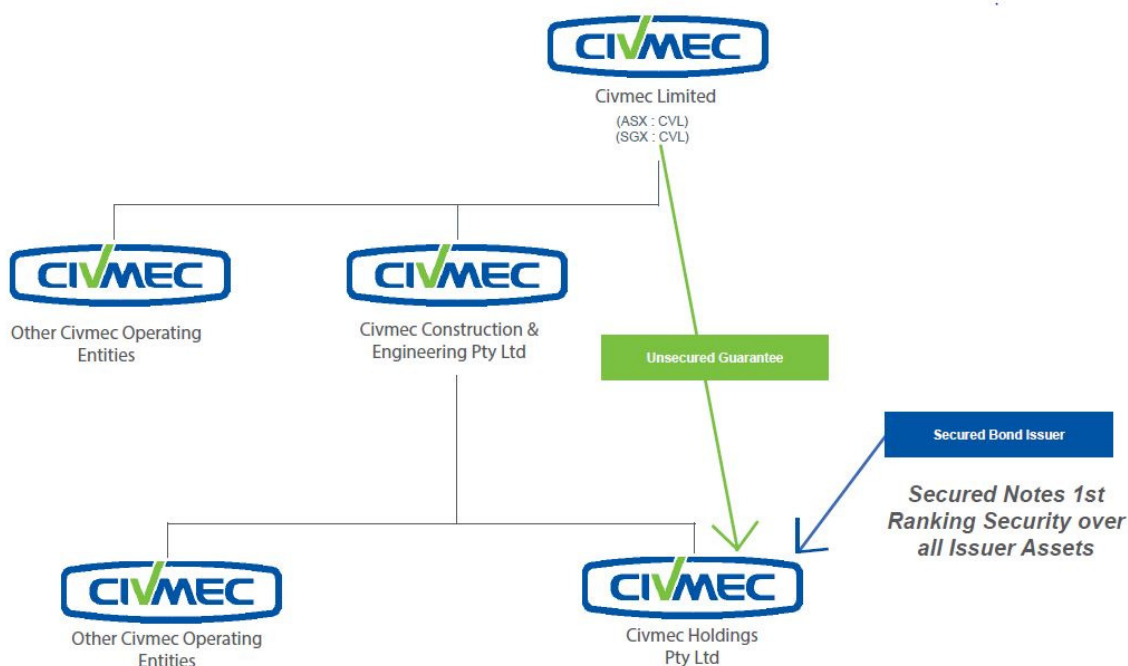
- FATCA:** Financial institutions through which payments on Notes are made may be required to withhold United States of America (U.S.) tax pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (FATCA) or similar laws implementing an inter-governmental approach on FATCA.
- FATCA is particularly complex and its application to interest, principal or other amounts paid with respect to the Notes is not clear. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes, neither the Issuer, the Guarantor, nor any other person would, pursuant to the Terms and Conditions of the Notes, be required to pay additional amounts as a result of such deduction or withholding. Noteholders should consult their own tax advisers on how these rules may apply to payments they receive under the Notes.
- See Condition 9 (“Taxation”) of the Terms and Conditions for further information.
- Events of Default:** See Condition 11 (“Events of Default”) of the Terms and Conditions.
- Listing:** It is not intended that the Notes be listed or quoted on any securities exchange.
- Rating:** Neither the Issuer nor the Notes have been, nor is it intended that they will be, rated by any credit ratings agency.
- Governing law:** The Notes and all related documentation will be governed by the laws of New South Wales, Australia.

# Security Arrangements

This section contains a summary of the Security Trust Deed and the Security (as defined in the Security Trust Deed) (the **Security**). This summary is qualified in its entirety by reference to the provisions of the Notes, the Note Trust Deed, the Security Trust Deed, each Security, the Priority Deed and the other underlying documents described below.

Capitalised terms used in this section have the meaning given to them in, or by incorporation into, the Note Trust Deed and the Security Trust Deed, as applicable.

## Company Structure



Terms not otherwise defined in this section have the meaning given to them in the section of this Information Memorandum entitled “Terms and Conditions”.

### 1. Security and Existing Security Interest

At the date of this Information Memorandum, the Issuer has granted certain existing Security Interests in respect of existing Financial Indebtedness which will be repaid from the proceeds of the Notes with those existing Security Interests being released simultaneously upon release of those proceeds on the Issue Date.

The remaining Existing Security Interests comprise:

- (a) a Security Interest granted by the Issuer over all of its present and after acquired property, with no exceptions, in favour of certain secured creditors which is subject to a Priority Deed (as defined below) pursuant to which those secured creditors have agreed with the Security Trustee that such Security Interest will be second ranking to the Security; and
- (b) PMSIs,

and therefore, on and from the Issue Date the Security granted by the Issuer in favour of the Security Trustee will be first ranking security.

In addition, the Issuer proposes to grant a first ranking Real Property Mortgage in favour of the Security Trustee over the Issuer's interest in the land located at 2 and 8 Stuart Drive, Henderson, Western Australia and the Issuer's interest in the land located at 39 Old Punt Road, Tomago, NSW.

Therefore, the obligations of the Issuer under the Notes will be secured by:

- (i) a first ranking General Security Deed granted by the Issuer in favour of the Security Trustee over all of the Issuer's present (and after-acquired) assets, and includes anything in respect of which the Issuer has at any time a sufficient right, interest or power to grant a security interest; and
- (ii) a first ranking Real Property Mortgage proposed to be granted by the Issuer in favour of the Security Trustee over the Issuer's interest in the land located at 2 and 8 Stuart Drive, Henderson, Western Australia and the Issuer's interest in the land located at 39 Old Punt Road, Tomago, New South Wales (pursuant to Condition 4.3(d)).

These security interests secure amounts which the Issuer is or may become liable to pay to a Beneficiary in connection with a Finance Document.

Pursuant to the Priority Deed, National Australia Bank Limited has agreed for a Security Interest granted by the Issuer in respect of certain facilities provided by NAB to the Guarantor (the NAB Second Ranking Security Interest) to have second ranking priority to the Security granted in favour of the Security Trustee subject to the terms set out in that Priority Deed. Under the Priority Deed, upon the occurrence of the relevant applicable Events of Default in respect of the Notes, National Australia Bank Limited (as lender under the facilities) has the ability to elect to either repay the Secured Moneys, to cure the Event of Default or to pay the Secured Moneys owing plus accrued interest (or such other amount as may be agreed with the Noteholders) and require the Notes to then be transferred to National Australia Bank Limited (as lender under the facilities) in exchange for such amount, in each case within an applicable time period sufficient for the Security granted in favour of the Security Trustee to be enforced if National Australia Bank Limited does not exercise such rights.

Each of the General Security Deed and the New South Wales Real Property Mortgage described above is governed by the laws of New South Wales, and each of the Priority Deed and Western Australian Real Property Mortgage described above is governed by the laws of Western Australia.

The Issuer's principal assets are described in the section entitled "*The Issuer and the Guarantor*".

## **2. Beneficiaries under the Security Trust Deed**

The Security described in this section have been granted in favour of the Security Trustee, who holds them on trust for the Beneficiaries (as defined in the Security Trust Deed) in accordance with the terms of the Security Trust Deed. The Security Trustee, the Note Trustee, each Agent and the Noteholders are the Beneficiaries for the purposes of the Security Trust Deed and are also Security Pool Beneficiaries as referred to below.

## **3. Security Pool**

Pursuant to the terms of the Security Trust Deed, the Security will form part of a Security Pool to be known as the "Civmec Security Trust Security Pool" to be held on trust by the Security Trustee for the benefit of all Security Pool Beneficiaries which includes each Noteholder of the Notes. The Security Pool Beneficiaries will comprise, among others, the holders of any further Tranches and Series of Notes which may be issued by the Issuer. If such further Tranches and Series of Notes have the benefit of any additional security, such security will be added to and form part of the Security Pool and held on trust by the Security Trustee for the benefit of all Security Pool Beneficiaries at such time which will comprise, among others, each Noteholder and each holder of such further Tranche and Series of Notes.

In the event that such further Tranche and Series of Notes does not have the benefit of any additional security, the holders of such Tranche and Series of Notes will have the benefit of the Security in the Security Pool which has been granted in respect of these Notes and will themselves be Security Pool Beneficiaries (together with, among others, each Noteholder of these Notes).

#### **4. Instructions by Beneficiaries under the Security Trust Deed**

The rights under each Security are granted in favour of the Security Trustee. The Security Trust Deed provides that, in the exercise of all such rights, the Security Trustee shall act in accordance with the instructions of the relevant number of Beneficiaries.

When seeking instructions from all Beneficiaries under the Security Trust Deed, the Security Trustee will request the Note Trustee to obtain instructions from the Noteholders. The Note Trustee will seek instructions from the Noteholders by way of Ordinary Resolution or an Extraordinary Resolution pursuant to the terms of the Note Trust Deed. Under the Note Trust Deed, an “Ordinary Resolution” means a resolution passed at a meeting of Beneficiaries by at least 50 per cent. of the votes cast and an “Extraordinary Resolution” means a resolution passed at a meeting of Beneficiaries by at least 66⅔ per cent. of the votes cast.

This is subject to the matters set out in sections 4.2 to 4.4 below and to the Priority Deed described in section 1 above.

##### **4.1 Exercise of Enforcement Right**

Except as described in the paragraph below and subject to the Priority Deed, under the terms of the Security Trust Deed, the Security Trustee may not exercise an enforcement right except with the instructions of the Majority Beneficiaries. The “Majority Beneficiaries” means (a) if no Event of Default is subsisting, those Beneficiaries whose Exposures together exceed 66⅔ per cent. of the total Exposures of all Beneficiaries or (b) while an Event of Default subsists, those Beneficiaries whose Exposures together equal 66⅔ per cent. of the aggregate Exposures of all Beneficiaries.

In the absence of instructions, and subject to the Priority Deed, the Security Trustee need not act except where an Event of Default (except for an Event of Default triggered by the appointment of an administrator to the Issuer or a Fundamental Default) subsists and 30 days’ after having sought instructions in relation to that Event of Default, if the Security Trustee has not taken action, it must commence enforcement on the instructions of a Simple Majority. If an administrator is appointed to the Issuer and the Security Trustee has not received instructions in time to enable it to appoint a Controller under the relevant Security within the ‘decision period’ (as defined in the Corporations Act), the Security Trustee must appoint a Controller within that decision period.

##### **4.2 Unanimous instructions under the Security Trust Deed**

Under the Security Trust Deed, there are certain circumstances in which the Security Trustee must only act on the instructions of all Beneficiaries. These include:

- (i) a change to certain definitions in the Security Trust Deed;
- (ii) an exercise of any discretion in distribution of moneys received or recovered by the Security Trustee; and
- (iii) the release of (either in whole or part) any Security Interest other than as may be required by law or as otherwise permitted by the Finance Documents.

##### **4.3 Seeking instructions in respect of the Security Pool**

All consents, instructions, resolutions and directions in respect of the Security Pool and the Security Pool Transaction Documents will be made on a collective basis among all Security Pool Beneficiaries pursuant to the terms of the Security Trust Deed, subject to the terms of the Priority Deed (where applicable).

##### **4.4 Procedures for seeking instructions under the Security Trust Deed**

Under the Security Trust Deed, when seeking instructions from the Beneficiaries, the Security Trustee must specify in writing a period within which instructions are to be provided. Where an Event of Default has occurred and subsists because an administrator has been appointed to the Issuer or a Fundamental Default has occurred and subsists, the period will be at least 5 Business Days’ but not more than 10 Business Days’. In the case of other instructions, the period will be at least 10 Business Days’ or such longer period as required to take into account any requirements under the relevant Note



Documents for a Representative to convene and hold meetings in order to obtain instructions or directions.

## 5. Procedures for seeking instructions under the Note Trust Deed

Under the Note Trust Deed, if the Security Trustee requests instructions from the Note Trustee for the taking of any action which requires a direction, approval, consent or determination of the Beneficiaries under the Security Trust Deed (or any class of them), the Note Trustee will:

- (i) notify each Noteholder and seek directions and instructions;
- (ii) calculate the aggregate Exposure of Noteholders directing in favour or and against the approval, consent, determination or direction; and
- (iii) notify the Security Trustee of the aggregate Exposure of Noteholders directing in favour for and against the approval, consent, determination or direction.

## 6. Distribution of recovered moneys

Under the Security Trust Deed, the Security Trustee will apply all money received or recovered by it which is available for distribution to the Beneficiaries in the following order of priority:

- (i) **First:** all amounts which, to the extent required by law, have priority over the payments below;
- (ii) **Second:** all fees, costs, charges and expenses of the Security Trustee, Controller or Attorney incurred in or incidental to the exercise or performance or attempted exercise or performance of any Power plus interest;
- (iii) **Third** to the Controller for its remuneration;
- (iv) **Fourth:** to the holder of a Security Interest which has priority in relation to the Security;
- (v) **Fifth:** to each Beneficiary of the Secured Moneys actually or contingently owing to it in accordance with the following order in rateable proportions determined by the Security Trustee:
  - (A) **First:** in payment of out of pocket costs, charges, duties and expenses owing to the Beneficiaries;
  - (B) **Second:** in payment of interest owing to the Represented Beneficiaries under the Notes;
  - (C) **Third:** in payment of principal owing to the Represented Beneficiaries under the Notes;
  - (D) **Fourth:** in payment of other Secured Moneys then owing to a Beneficiary, until each Beneficiary has received its Secured Moneys in full;
- (vi) **Sixth:** to the extent required by law, to other Security Interests of which the Security Trustee, Controller or Attorney has actual knowledge and which are due and payable; and
- (vii) **Seventh:** to the Issuer.

Notwithstanding the above, amounts distributed in accordance with the Security Trust Deed to the extent payable in respect of Notes will be paid to the Note Trustee (as required the Note Trust Deed) and distributed by it in the order described in the Note Trust Deed.

## 7. Release of security

As described above in section 4.2 entitled "Unanimous instructions under the Security Trust Deed", the Security Trustee must not release any Security Interest existing for the benefit of a Beneficiary, without

the consent of that Beneficiary (other than as may be required by law or as may otherwise be permitted by the Finance Documents).

#### **8. Indemnity to Security Trustee**

Under the Security Trust Deed, the Security Trustee has the benefit of an indemnity from any money received from the Security or otherwise forming part of the Security Trust Fund against:

- (i) all liabilities and expenses incurred by it under or in relation to any Finance Document;
- (ii) all actions, proceedings, costs, claims and demands in relation to any Finance Document; and
- (iii) amounts for which it is indemnified under any Finance Document.

#### **9. Limitation of liability of Security Trustee**

Under the Security Trust Deed, the Security Trustee and its Authorised Officers, employees, agents, successors or attorneys are not liable to the Beneficiaries for a broad range of matters. This includes any matter or thing done, or not done, by it or them in relation to any Finance Document.

# The Issuer and the Guarantor

The information in this section is a brief summary only of the Issuer and the Guarantor and their respective businesses and does not purport to be, nor is it, complete.

This document contains only summary information concerning the Issuer, the Guarantor and the Notes and should be read in conjunction with the documents which are deemed to be incorporated by reference herein. The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, the Guarantor or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a representation or report of either of those things) by any of the Issuer, the Guarantor, any of their respective affiliates, the Sole Lead Manager and the Initial Subscriber, the Note Trustee, the Security Trustee or the Agents that any recipient of this Information Memorandum should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

This Information Memorandum does not describe all of the risks of an investment in any Notes. Prospective investors or purchasers should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

## Description of the Issuer

### Civmec Holdings Pty Limited

Civmec Holdings Pty Limited (the **Issuer**) is a 100% owned subsidiary of Civmec Limited. The Issuer holds the strategic land and building assets of the Civmec Group.

The primary assets of the Issuer comprise Civmec Group's land and buildings in the Australian Marine Complex (AMC) at Henderson (Western Australia) and Newcastle (New South Wales). Civmec Group's facilities are strategically located in key Australian energy, resources, marine and urban regions which support Civmec Group's on-site activities.

### Award of Offshore Patrol Vessel (OPV) Program

In April 2018, Luerssen Australia awarded Civmec Group the contract for the Royal Australian Navy's SEA 1180 Offshore Patrol Vessel program. The project includes the supply and processing of steel for 12 vessels. Following the build of the first two vessels in South Australia, Civmec Group will undertake the fabrication and construction of the following 10 vessels at its new shipbuilding facility currently under construction at Henderson.

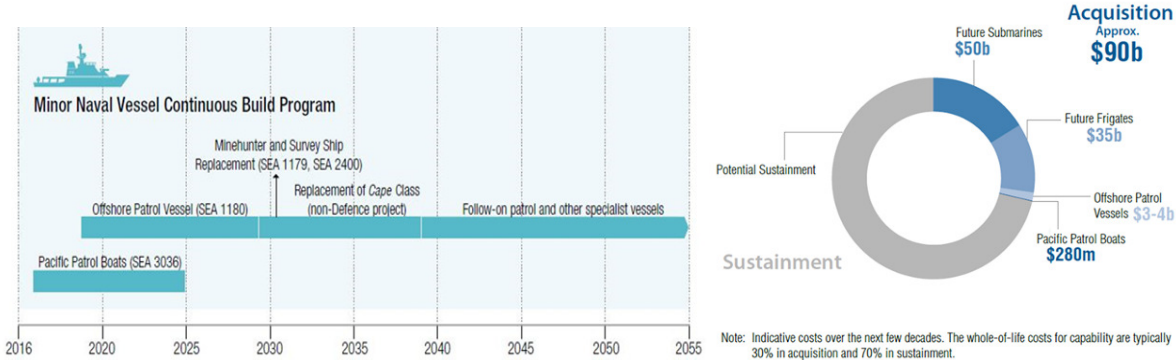
The OPV contract is part of the Australian Government / Department of Defence Naval Shipbuilding Plan.

The 2016 Defence White Paper set out the Government's plan for the greatest recapitalisation of the Royal Australian Navy since the Second World War and went further to affirm the commitment to build a sustainable naval shipbuilding capability in Australia. Based around an investment of over \$89 billion in new naval ships and submarines, the Government commenced a generations-long national endeavour aimed at building and sustaining Australia's naval capabilities, creating economic growth through maximising Australian industry participation, and securing Australian jobs that will endure for decades to come<sup>1</sup>.



<sup>1</sup> Australian Government Department of Defence Naval Shipbuilding Plan 2017. <http://www.defence.gov.au/NavalShipbuilding/Plan/AustralianIndustry.asp>

The Government has announced a \$100 million investment in Naval-related industrial infrastructure at the AMC in Henderson, including wharves and jetties, and has already committed to the build of up to 21 Pacific patrol boats, 12 offshore patrol vessels (being undertaken by Civmec Group as described above), nine future frigates and 12 future submarines in Henderson and Osborne (South Australia). Minor Naval War Vessels will be constructed in a continuous build program in Henderson between 2016-2055.<sup>2</sup> Sustainment operations and deep level maintenance for Australian Border Force Vessels is also to be undertaken in Henderson. Whole-of-life costs for capability are typically 30% in acquisition and 70% in sustainment and therefore there is also significant opportunity in the provision of specialist maintenance services, in addition to new builds, going forward.



**New Shipbuilding Facility**

Designed to be one of the most efficient and innovative in the world, the new facility is a significant piece of industrial infrastructure, adding a new world-class resource to the Australian maritime landscape and significantly enhancing the capability available at the Australian Marine Complex in Western Australia. Civmec Group’s investment in the new facility aligns with the Australian Government’s identification of Henderson as one of two suitable locations in Australia for the continuous build of naval ships and vessel maintenance.

Construction is underway, with completion expected during Q4 2019. When fully operational, the facility will provide employment opportunities for up to an additional 1,000 West Australians, including 100 new apprentices and trainees.



The 53,000 sqm (gross), 18-storey high, purpose-built ship and module construction, ship repair and maintenance facility will be the largest undercover modularisation and maintenance facility in Australia. It will be large enough to house complete Air Warfare Destroyers or Frigates and Offshore Patrol Vessels, for construction or maintenance, as well as large integrated modules for the Oil & Gas and Metals & Minerals sectors.

<sup>2</sup> Australian Government Department of Defence Naval Shipbuilding Plan 2017. <http://www.defence.gov.au/NavalShipbuilding/Plan/AustralianIndustry.asp>



# Issuer's Key Asset Overview

## Henderson Facility

Civmec Group's headquarters in Henderson (Western Australia) is spread over 200,000m<sup>2</sup> with waterfront access. The facility is located 30 kilometres from the Perth CBD and 12 kilometres from the port of Fremantle, and has access to a further 440,000m<sup>2</sup> of Australian Marine Complex Common User Facility Land.

Civmec Group entered into a land lease with the Western Australian Land Authority for the Henderson site for a 35-year period from July 2009, with an option to renew for a further 35 years. Civmec Group also entered into a lease for an additional 7 hectares of land adjoining its Henderson facility for a 28-year period from December 2016, with an option to renew for another 45 years.

An aerial view of the Henderson facility is included below. The Henderson facility is carried on the Issuer's balance sheet at A\$40.0 million as at 30 June 2018.



In addition to the main facilities at Henderson, Civmec Group acquired 18,172m<sup>2</sup> of adjoining non-waterfront freehold land and buildings in 2012 as shown in the area circled in red.

This is carried on the Issuer's balance sheet at A\$9.2 million as at 30 June 2018.

## Newcastle Facility

Civmec Group owns freehold land and buildings in Newcastle (New South Wales). Civmec Group's Newcastle facility is located 14 kilometres from the port of Newcastle on 227,000m<sup>2</sup> of land, with riverfront access. The facility is one of the largest capacity fabrication and precast facilities on the East Coast, with facilities under further development to increase capacity and output via a staged expansion. An aerial view of the Newcastle facility is included below. This is carried on the Issuer's balance sheet at A\$33.1 million as at 30 June 2018.



Inset shows planned future development

## Civmec Holdings Pty Limited Pro-Forma Balance Sheet

The following table summarises the Civmec Holdings Pty Limited Balance Sheet as at 30 June 2018, pro-forma for an A\$60 million Secured Notes issuance.

Proceeds of the Secured Notes issuance will be used for general corporate purposes, including capital expenditure associated with the new shipbuilding facilities, and refinancing of A\$16.8 million of existing secured facilities with BankWest.

Land and buildings are carried at cost less depreciation on the balance sheet. As at 30 June 2018, Total Assets of the Issuer were carried at A\$92.6 million, comprising primarily buildings and equipment (A\$48.8 million), land (\$16.3 million) and assets under construction (A\$27.4 million) at both Henderson and Newcastle.

A\$	30 June 2018	Adjustments	Pro-Forma
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	3,950	43,200,000	43,203,950
Other current assets	192,293	-	192,293
<b>TOTAL CURRENT ASSETS</b>	<b>196,243</b>	<b>43,200,000</b>	<b>43,396,243</b>
<b>Non-current assets</b>			
Land	16,253,786	-	16,253,786
Buildings & equipment	48,824,269	-	48,824,269
Assets under construction	27,380,386	-	27,380,386
<b>TOTAL NON-CURRENT ASSETS</b>	<b>92,458,441</b>	<b>-</b>	<b>92,458,441</b>
<b>TOTAL ASSETS</b>	<b>92,654,684</b>	<b>43,200,000</b>	<b>135,854,684</b>
<b>LIABILITIES AND EQUITY</b>			
<b>Current liabilities</b>			
Trade and other payables	13,724,569	-	13,724,569
<b>TOTAL CURRENT LIABILITIES</b>	<b>13,724,569</b>	<b>-</b>	<b>13,724,569</b>
<b>Non-current liabilities</b>			
Secured Note	-	60,000,000	60,000,000
Secured Bank Borrowing	16,800,000	(16,800,000)	-
Intercompany Loan (Unsecured)*	52,243,766	-	52,243,766
Deferred tax	1,193,566	-	1,193,566
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>70,237,332</b>	<b>43,200,000</b>	<b>113,437,332</b>
<b>TOTAL LIABILITIES</b>	<b>83,961,901</b>	<b>43,200,000</b>	<b>127,161,901</b>
<b>Capital and Reserves</b>			
Share capital	120	-	120
Retained earnings	8,692,663	-	8,692,663
<b>Total equity attributable to Owners of the Company</b>	<b>8,692,783</b>	<b>-</b>	<b>8,692,783</b>
Non-controlling interest	-	-	-
<b>TOTAL EQUITY</b>	<b>8,692,783</b>	<b>-</b>	<b>8,692,783</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>92,654,684</b>	<b>43,200,000</b>	<b>135,854,684</b>

\*The Intercompany Loan Liability (Unsecured) is provided from the Guarantor. The Issuer undertakes not to repay any amounts of principal, pay interest, or any other amounts, in respect of the Intercompany Loan Liability while the Secured Notes are outstanding.

## Description of the Guarantor

### Civmec Limited

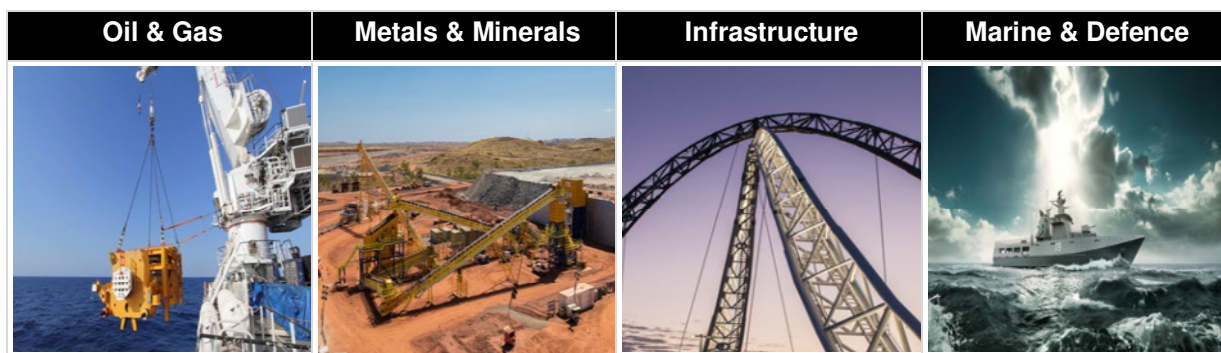
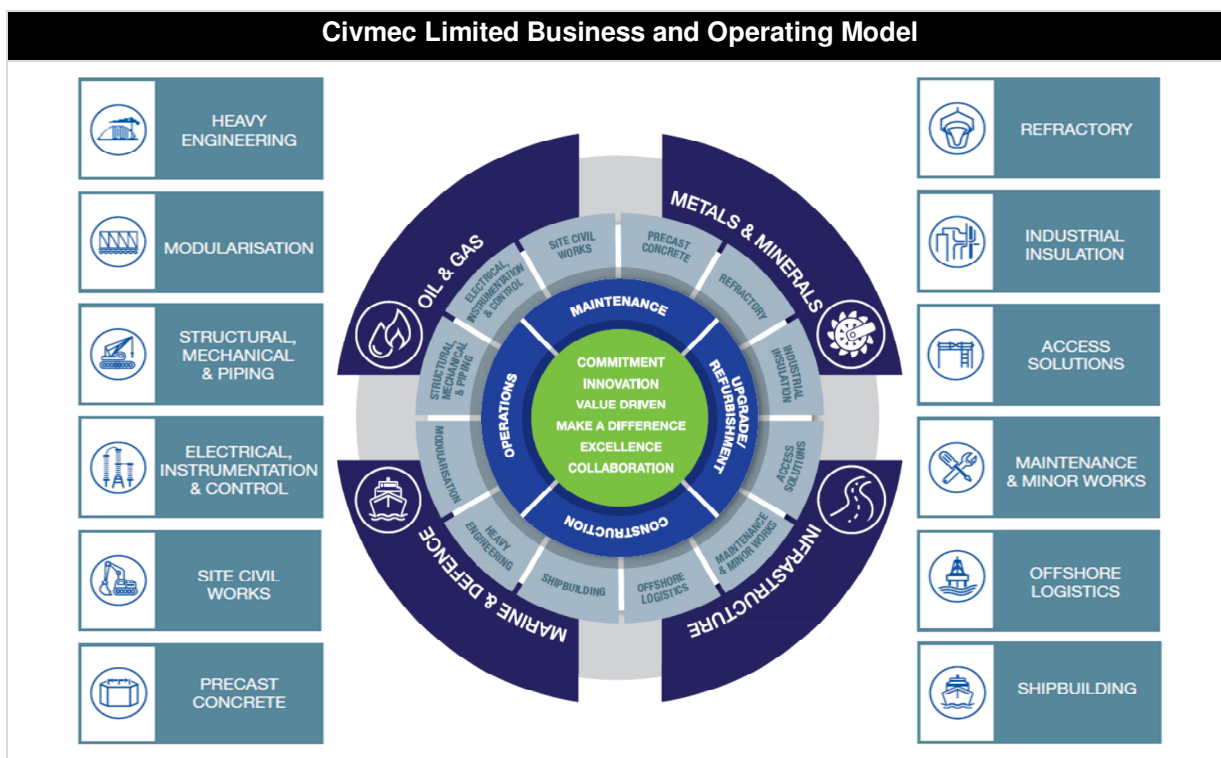
The Notes will be unconditionally and irrevocably guaranteed by Civmec Limited (ARBN 604 316 690) (ABN 50 604 316 690) (the **Guarantor**).

Civmec Limited is an integrated multi-disciplinary heavy engineering and construction provider, with major facilities in Henderson (Western Australia) and Newcastle (New South Wales), and satellite offices in Broome (Western Australia), Gladstone (Queensland) and Sydney (New South Wales), offering an integrated turnkey solution to the Oil & Gas, Metals & Minerals, Infrastructure, Marine & Defence sectors.

Civmec Limited commenced operations in 2009, listed on the Singapore Exchange in April 2012 (SGX:P9D) and the Australian Securities Exchange in June 2018 (ASX:CVL).

As at the date of this Information Memorandum, Civmec Limited had a market capitalisation of A\$253.0 million. This represents an implied enterprise value of approximately A\$337.3 million based on a net debt position as at 30 June 2018 of A\$84.3 million.

Fundamental to Civmec Limited's strategy is its diverse range of capabilities and vertically integrated operating model, enabling the company to self-perform across a broad range of in-house core competencies and services, including heavy engineering; modularisation; structural, mechanical and piping; electrical, instrumentation and control; site civil works; precast concrete; refractory; industrial insulation; access solutions; maintenance and minor works; offshore logistics; and shipbuilding.

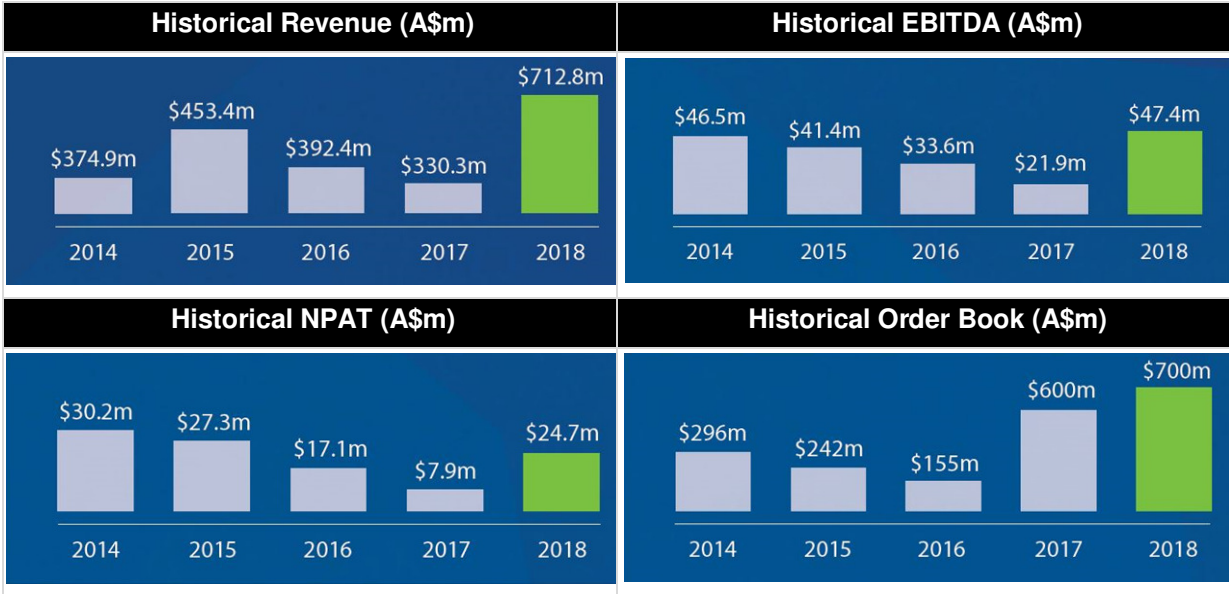


**Historical Financial Performance**

In August 2018, Civmec Group released its annual results for the year ended 30 June 2018. Civmec Group achieved a strong result for FY2018, with revenue of A\$712.8 million, more than double that of FY2017 (A\$330.3 million), reflecting the transition from winning substantial new work in FY2017 to delivery in FY2018. FY2018 EBITDA was A\$47.4 million, while NPAT was A\$24.7 million.

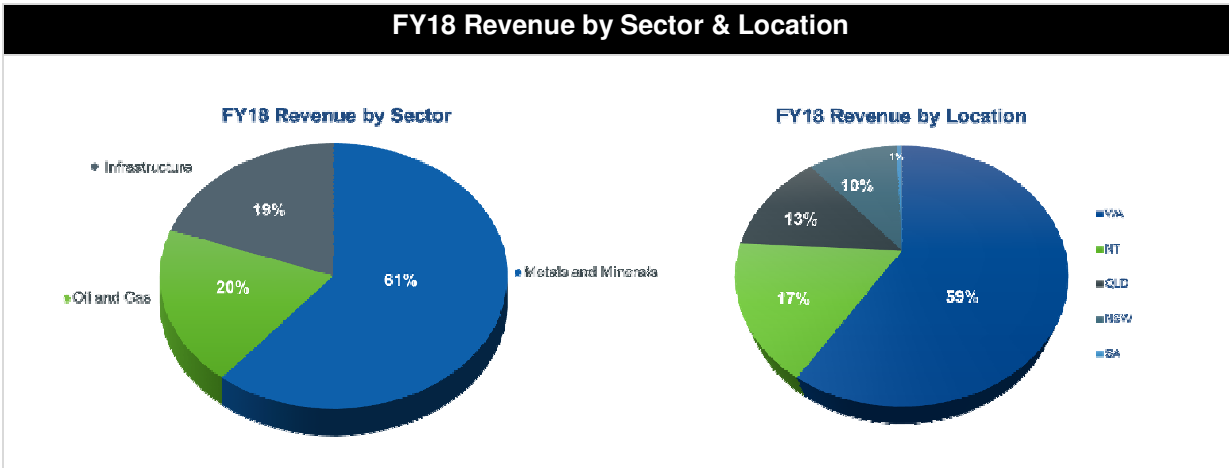
The value of new projects and contract extensions awarded in FY2018 was A\$792 million. This included award of the contract for the Royal Australian Navy’s SEA 1180 OPV program and new contracts and additional scope in Oil & Gas (A\$134 million), Metals & Minerals, including maintenance and specialist refractory works (A\$170 million), and Infrastructure, including in the water & energy segment (A\$84 million).

Civmec Group’s balance sheet is underpinned by its significant investment in property, plant and equipment. As at 30 June 2018, Civmec Group had Total Assets of A\$459.5 million and Net Assets of A\$186.4 million.



Civmec Group’s FY18 revenue composition by sector and location is outlined in the charts below. Across each sector in FY2018, Civmec Group had:

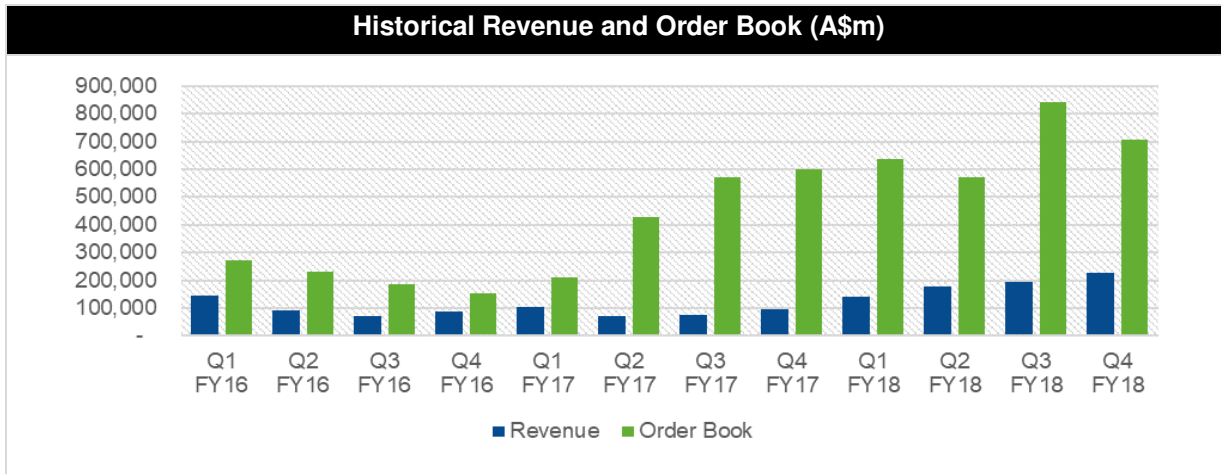
- Metals & Minerals: 138 sector projects in delivery during FY2018;
- Oil & Gas: 48 sector projects in delivery during FY2018; and
- Infrastructure: 43 sector projects in delivery during FY2018.





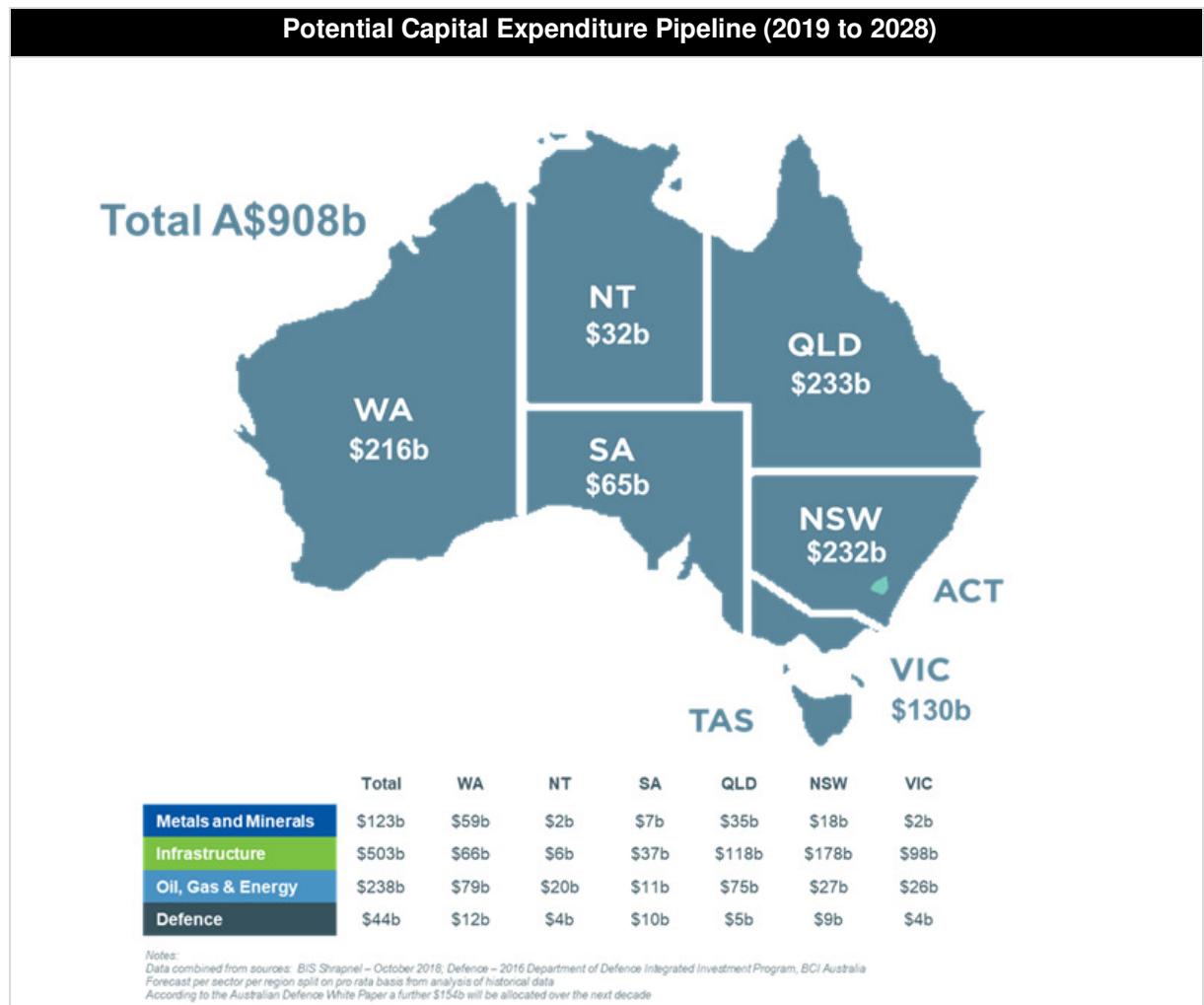
### Forward Order Book

Civmec Group had a forward order-book in excess of A\$699 million as at 30 June 2018, providing a solid platform for continued growth. A summary of Civmec Group's historical quarterly revenue and order book is outlined in the chart following.



### Strong Pipeline of Future Opportunities

Tendering activity remains strong across Civmec Group's key operating sectors, with forecast capex in the Metals & minerals, Oil & Gas, Infrastructure and Defence sectors of ~A\$908 billion over the next decade.



Civmec Group is delivering on its comprehensive strategy to diversify services and penetrate new markets. Strategic focus areas going forward include:

- Expand on consistent and re-occurring revenue streams
  - Maintenance opportunities across current operating sectors
  - Establish world-class shipbuilding capability in Western Australia (Federal Government approved Defence shipbuilding precinct)
  - Optimise output efficiencies from NSW production base in Newcastle for East Coast infrastructure projects
- Capitalise on major expansion projects opportunities
  - Significant sustaining capital projects from current iron ore clients (many already have received financial approval)
  - Substantial activity in other minerals such as lithium, alumina, gold and other precious minerals
- Continual improvement
  - Investment in system and process improvements to support project delivery performance – for example, further development of Civtrac to incorporate CRM platform and integration of Civtrac People
  - Investment in the training and development of our people to retain and grow capability across our specialised disciplines

### **Guarantor Funding**

The Guarantor has A\$140 million of facilities with National Australia Bank Limited, comprising a:

- A\$70 million Revolving Trade Loan Facility (12-month);
- A\$10 million Contingent Facility (12-month);
- A\$10 million Asset Finance and Ancillary Transaction Facilities (12-month); and
- A\$50 million Amortising Term Loan Facility (2-year).

These facilities are secured by a general security interest over the Guarantor and a number of subsidiaries excluding Civmec Holdings Pty Limited (the Issuer of the Secured Notes) which, pursuant to the terms of the Priority Deed as described in the section of this Information Memorandum entitled "*Security Arrangements*", ranks second in priority to the Security granted by the Issuer of the Secured Notes.

The facilities are subject to certain financial ratios such as Interest Cover Ratio, Leverage Ratio, Tangible Net Worth and Liquidity Ratio. As at 30 June 2018, these facilities were drawn to A\$77.7 million.

## Investment Risks

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*By investing in the Notes, the holders of the Notes will be lending money to the Issuer and Guarantor and may be exposed to a number of risks which can be broadly classified as risks associated with the Notes, the market generally and Civec Group's business. This section describes certain risks associated with Civec Group's business. Prospective investors or purchasers should consult their own financial, legal and tax advisers about other risks associated with Civec Group's business, the Notes or the market generally.*

The material business risks that may affect Civec Group's financial performance and/or position and therefore its ability to pay interest and principal on the Notes include, but are not limited to:

### **GENERAL RISK FACTORS**

#### ***General economic conditions***

Civec Group's business is exposed to changes in general global economic conditions. For example, adverse macroeconomic conditions such as economic recessions, downturns or extended periods of uncertainty or volatility, which may influence spending by Civec Group's customers including to defer or cancel expenditure, may affect Civec Group's future financial performance and operating performance.

#### ***Interest Rates***

Adverse fluctuations in interest rates, to the extent that they are not hedged, may impact Civec Group's earnings. Further, as the Notes are fixed interest rate securities their value may be adversely affected by an increase in interest rates generally, or in the interest rates or other returns paid on other comparable securities.

#### ***Refinancing Requirements***

Civec Group is exposed to risks relating to the refinancing of existing debt instruments and facilities. Civec Group has debt facilities maturing over the coming years. Civec Group may experience some difficulty in refinancing some or all of these debt maturities and the terms on which they are refinanced may also be less favourable than at present.

#### ***Debt Covenants***

The Group has debt facilities in place that are subject to covenant requirements. Factors such as a deterioration in earnings may lead to a breach in covenant requirements. In such an event, Civec Group's lenders may require their loans to be repaid immediately.

#### ***Liquidity***

There is no established market for the Notes and none may develop. Accordingly, it may not be possible to sell the Notes at fair value, or at all.

#### ***Changes in Accounting Policy***

Civec Group is subject to the usual business risk that there may be changes in accounting standards issued by SFRS (I), AASB or the Corporations Act (2001) which have an adverse impact on it.

#### ***Forward Looking Statements and Financial Forecasts***

There can be no guarantee that the assumptions and contingencies contained within forward looking statements, opinions or estimates will ultimately prove to be valid or accurate. The forward-looking statements, opinions and estimates depend on various factors, many of which are outside the control of Civec Group.

### ***Taxation Implications***

Future changes in Australian taxation law and changes in the interpretation or application of the law by the courts or taxation authorities in Australia, may affect the taxation treatment of an investment in Civmec Group. Further, changes in taxation law (including goods and services taxes, income tax and stamp duty), or changes in the way taxation law is expected to be interpreted, in the various jurisdictions in which Civmec Group operates, may impact the future taxation liabilities of Civmec Group. Changes in taxation law or in its interpretation or application may also adversely affect the taxation implications of an investment in the Notes.

### ***Litigation Risk***

During the course of its business, Civmec Group may be subject to the risk of litigation and other disputes which may incur substantial costs, adverse judgements, or other effects which may be adverse to its future performance.

### ***Security Price***

The market price of Civmec Limited's securities will fluctuate due to various factors including general movements in interest rates, the Australian and international general investment markets, economic conditions, global geo-political events and hostilities, investor perceptions and other factors that may affect Civmec Limited's financial performance and position. The ability of Civmec Limited to raise future equity or other capital will be dependent on the prevailing market conditions and depending on the circumstances at the time it may be unable to raise new funds to refinance debt or fund its existing business requirements.

### ***Foreign Currency***

Revenue and expenditure of Civmec Group may be domiciled in currencies other than Australian dollars and as such expose Civmec Group to foreign exchange movements, which may have a positive or negative influence on the Australian dollar equivalent of such revenue and expenditure. Civmec Group may invest in projects, contracts and businesses in countries outside Australia in which case movements in the currency of the relevant country against the Australian dollar may increase or decrease the Australian dollar equivalent value of the investment. Civmec Group will appropriately monitor and assess such risks and may from time to time implement measures, such as foreign currency hedging, to assist in managing these risks. However, hedging may not be implemented in all cases and the measures themselves may expose Civmec Group to related risks.

### ***Insurance***

Civmec Group insures its business and operations. However, Civmec Group's insurance may not be of a nature or level to provide adequate insurance cover to insure against the occurrence of all events that may impact the operations of Civmec Group. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial conditions and results of Civmec Group.

## **SPECIFIC RISK FACTORS**

### ***Financial Capacity of Customers***

As with any business of a similar nature to Civmec Group, a large portion of Civmec Group's works are carried out with payment in arrears i.e. works are undertaken and costs incurred at least 30 days before payment is made by clients for this work. If clients are suffering financial distress then this can cause delays in payments to Civmec Group and have an adverse effect on Civmec Group's cashflow. Civmec Group, where possible, manages this by securing advance payments and / or security of payment bonds from clients.

### ***Customer Reliance***

Civmec Group derives a significant portion of revenue from companies in the oil and gas, mining, marine and defence and other industries, such as the infrastructure, utilities, chemical and power industries. The operations of Civmec Group's customers involve potential operating hazards such as leaks, explosions and environmental contaminations. As Civmec Group's contracts may involve on-

site implementation and supervision, any operating hazards and natural disasters experienced by customers may also cause disruptions to Civec Group's operations. Civec Group's business and financial performance will be adversely affected if there are any operating hazards, natural disasters or financial impacts which adversely affect the global demand for the oil and gas, mining and other industries, such as the infrastructure, utilities, chemical and power industries. Civec Group works in close unison with clients, to mitigate these risks and risk management of both employees and the operations.

### ***Contract Risks***

Civec Group undertakes works in accordance with strict contractual provisions and obligations. Management of these contractual provisions is critical, with significant reputational and financial risk associated with non-compliance. The management of these is an area of focus for the Civec Limited Board to ensure that contractual provisions are complied with in all regards, therefore safeguarding both reputational and financial compliance.

### ***Financial Capacity and Performance of Key Suppliers and Subcontractors***

Civec Group relies on key suppliers and subcontractors. The financial stability, capacity and performance of these is a risk as any issues or delays in Civec Group's supply chain would have a detrimental effect on the upstream performance of Civec Group. On a regular basis, Civec Group reviews subcontractors performance and conducts due diligence assessments on the subcontractors previous projects and available manpower. Civec Group also places management supervision on-site to manage the subcontractor and to ensure the subcontractor performs at the level required by Civec Group. Although Civec Group holds retention monies for certain subcontractor and other forms of security such as performance bonds and bank guarantees, should its subcontractor fail to adhere to its specifications or default on their contractual obligations, Civec Group's ability to deliver a project on time will be compromised, and Civec Group may be exposed to liabilities under the main contracts with customers.

### ***Increase in the Price or Shortage of Direct Materials***

There is no assurance that Civec Group will continue to be able to obtain direct materials from suppliers at acceptable prices or that suppliers would be able to meet Civec Group's requirements in a timely manner. The risk is mitigated by entering into supply memorandums of understanding and longer-term supply agreements to 'lock' in pricing and supplier certainty.

### ***Dependent on Obtaining Financing to Fund Larger Scale Projects***

For most of Civec Group's projects, Civec Group is paid according to work done on a progressive basis. As such, Civec Group requires financing to fund the initial costs of the project, such as costs relating to labour, material and the performance securities, bonds and / or guarantees required under the project contracts. This risk is mitigated by advance and / or mobilisation payments from clients, which provide initial cashflow and minimise risk exposure in this regard.

### ***Facilities Affected by Power and Water Supply Shortages, Interruptions and / or Disruptions***

Civec Group utilises substantial amounts of power and water as part of its fabrication processes. Supply shortages, interruptions and / or disruptions in this regard, whether arising from controlled or uncontrolled elements, such as natural forces or governmental rations, will substantially affect Civec Group's operations, including timely completion of its projects. Civec Group maintains and works closely with suppliers to ensure it is aware of any potential planned shutdowns, and to ensure unplanned shutdowns are promptly rectified in the rare event of occurrence.

### ***Ability to Secure New Contracts and / or Customers***

As with any business of a similar nature to Civec Group, a substantial part of Civec Group's business is project-based and non-recurring. There is no assurance that Civec Group will be able to continue to secure new customers and projects. As such, Civec Group's profitability and financial performance will depend on its ability to secure new projects that are profitable on a regular basis. If Civec Group is unable to do so for any reason, its profitability and financial performance will be materially and adversely affected.

### ***Increased Australian and Overseas Competition***

The industries in which Civmec Group operates are competitive, both from local (Australian) and overseas contractors. The Australian market in which Civmec Group operates has seen a significant number of entries of overseas companies in the past few years.

### ***Senior Management and Key Personnel***

Whilst no one person is irreplaceable, Civmec Group's business and ability to win and deliver work is reliant upon a key number of senior managers and key personnel. In order to mitigate this risk, Civmec Group identifies key persons within the business and develops these people, so that they can be exposed to leadership functions, and ensure that the continuity of work winning is maintained.

### ***Construction Safety Risks***

The industries in which Civmec Group operate contain a number of low, medium and high-risk activities from a safety perspective. These can include working at heights, in confined spaces, with combustible materials and around live operating plant. These works contain inherent safety risks. Civmec Group follows strict procedures and processes in regard to safety management, and employs experienced safety personnel on sites, and at a corporate level, to ensure safety governance. Safety management training is provided to employees.

### ***Additional Costs or Liquidated Damages in the Event of Disputes, Claims, Defects or Delays***

Civmec Group may encounter disputes with customers in relation to non-compliance with contract specifications, defects in workmanship and materials used. There is no assurance that any future disputes and claims will not result in protracted litigation, which may have a material and adverse impact on Civmec Group's financial performance. Civmec Group has a history of managing and mitigating this risk. Through both relationships with customers and Civmec Group's project compliance, Civmec Group ensures that this risk is managed and mitigated accordingly.

### ***Government Policy***

Industry profitability can be affected by changes in government, both within Australia and externally, which are not within the control of Civmec Group. Civmec Group's activities (and those of its customers) are subject to extensive laws and regulations controlling not only the activities of Civmec Group, but also the possible effects of such activities upon the environment and upon interests of native and / or indigenous peoples, among other things. Civmec Group ensures that policy and processes are implemented and followed to ensure compliance with laws and regulations. Additionally, typical provisions in the contracts that Civmec Group enter into contain provisions for recovery of time and cost impacts associated with introduction of new laws and regulations.

# Terms and Conditions

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The following are the terms and conditions of the Notes (the **Terms and Conditions**) which will apply to each Note issued by Civmec Holdings Pty Limited (ABN 85 138 017 651) (the **Issuer**) and guaranteed by the Guarantor, as supplemented, amended, modified or replaced by the Pricing Supplement.

The Notes are constituted by, and owing under, the Note Trust Deed. Each Note will be issued in uncertificated form by inscription in the Register. The registered holders of Notes (and each person claiming through or under a Noteholder) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions contained in the Note Trust Deed and the Terms and Conditions. Each such person is also deemed to have notice of and be bound by the Information Memorandum and the Pricing Supplement.

Copies of each of the documents referred to above are available for inspection by Noteholders during normal business hours at the following Office of the Registrar:

Level 18, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Attention: Manager, Transaction Management, Trust and Fund Services

Words and expressions defined or used in the Pricing Supplement shall have the same meaning where used in the Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between the Pricing Supplement or the Terms and Conditions (as applicable), the Pricing Supplement will prevail.

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## 1 Interpretation

### 1.1 Definitions

The following words have these meanings in these Terms and Conditions unless the contrary intention appears:

**Accession Deed** means any Security Trust Deed Accession Deed (Beneficiary) entered into after the Issue Date.

**Accounting Standards** means:

- (a) in the case of the Guarantor, all accounting standards or principles that it is required to comply with by Singaporean law, being Singapore Financial Reporting Standards (International) (“SFRS(I)”), which are equivalent to International Financial Reporting Standards; and
- (b) in the case of the Issuer, all accounting standards or principles that it is required to comply with by Australian law, being Australian Accounting Standards, which are equivalent to International Financial Reporting Standards.

**Additional Amounts** has the meaning given in Condition 9.2 (“Additional payment”).

**Agency and Registry Services Agreement** means the document entitled “Agency and Registry Services Agreement” dated 22 November 2018 and executed by the Issuer, the Issuing Agent, the Paying Agent, the Calculation Agent and the Registrar for the paying agency, calculation agency and registry services for the Notes and any other agreement for those services.

**Austraclear** means Austraclear Ltd (ABN 94 002 060 773) or its successor.

**Austraclear Regulations** means the rules, regulations and operating manual of Austraclear from time to time.

**Austraclear System** means the system operated by Austraclear in accordance with the Austraclear Regulations.

**Australian dollars** or **A\$** means the lawful currency of Australia from time to time.

**Authorised Officer** means:

- (a) a director or secretary of the Issuer or the Guarantor (as applicable); or
- (b) the Chief Financial Officer of the Issuer or Guarantor (as applicable).

**Beneficiary** has the meaning given in the Security Trust Deed and, for the avoidance of doubt, includes each Noteholder.

**Business Day** means a day on which:

- (a) commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency markets) in Sydney
- (b) if a Note held in the Austraclear System is to be issued or paid on that day, the Austraclear System is operating; and
- (c) if a Note is to be issued or paid on that day, each other relevant clearing system (including Euroclear and/or Clearstream) is operating.

**Business Day Convention** in respect of a Note, means the convention specified in the Pricing Supplement for that Note and recorded in the Register, for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day and where **Following** is specified, that date will be the following Business Day.

**Calculation Agent** means Perpetual Corporate Trust Limited (ABN 99 000 341 533) or such other person appointed by the Issuer pursuant to the Agency and Registry Services Agreement as calculation agent from time to time.

**Civmec Group** means the Guarantor and each of its Subsidiaries from time to time.

**Capital Reduction** has the meaning given in Condition 4.2(c) ("Financial Covenants").

**Clearstream, Luxembourg** means Clearstream Banking, société anonyme or its successor.

**Collateral Security** means any present or future Security Interest, guarantee or other document or agreement created or entered into by the Issuer or any other person as security for the payment of any of the Secured Moneys.

**Condition** means the correspondingly numbered condition in these Terms and Conditions.

**Corporations Act** means the *Corporations Act 2001* of the Commonwealth of Australia.

**Day Count Basis** means, in respect of the calculation of an amount of interest on any Note for any period of time (the **Calculation Period**), the day count basis specified in the Pricing Supplement, and if **RBA Bond Basis** is specified one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the calculation Period falls in a leap year, the sum of:

- (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
- (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)).



**Denomination** means A\$1,000, being the notional face value of a Note.

**Disposal Prepayment Date** has the meaning given in Condition 7.4 ("Early redemption at the option of the Issuer in connection with asset disposals").

**Distribution** has the meaning given in Condition 4.2(c) ("Financial Covenants").

**EBITDA** means, at any time, the total consolidated operating profit (or loss) for the Civmec Group for the Relevant Period after adding back any amount attributable to depreciation and amortisation, interest expense, tax and any unusual or non-recurring items..

**Euroclear** means Euroclear Bank S.A./N.V. or its successor.

**Euroclear System** means the system operated by Euroclear.

**Event of Default** means an event specified in Condition 11 ("Events of Default").

**Existing Intercompany Loan** means the intercompany loan from the Guarantor to the Issuer.

**Existing Security Interest** means, in respect of the Issuer, each of the following which, other than in the case of paragraph (c) is a PMSI:

- (a) security interest granted by the Issuer in favour of Fero Reinforcing Pty Ltd, Fero Strata Systems Pty Ltd, Fero Group Pty Ltd and Fero Group (Queensland) Pty Ltd over other goods (PPSR registration number 201211260080685);
- (b) security interest granted by the Issuer in favour of Fero Reinforcing Pty Ltd, Fero Strata Systems Pty Ltd, Fero Group Pty Ltd and Fero Group (Queensland) Pty Ltd over other goods (PPSR registration number 201211260081232);
- (c) the NAB Second Ranking Security Interest;
- (d) security interest granted by the Issuer in favour of National Australia Bank Limited over motor vehicle (PPSR registration number 201509150060841);
- (e) security interest granted by the Issuer in favour of National Australia Bank Limited over other goods (PPSR registration number 201509150060856);
- (f) security interest granted by the Issuer in favour of Vinidex Pty Limited over other goods (PPSR registration number 201806110019933); and
- (g) security interest granted by the Issuer in favour of Boc Limited over other goods (PPSR registration number 201810040050079).

**Extraordinary Resolution** means a resolution:

- (a) passed at a meeting (at which the requisite quorum is present in accordance with the Meetings Provisions) by a majority consisting of not less than 66 2/3rds per cent. of the votes cast; or
- (b) made by way of Written Resolution by Noteholders passed in accordance with the Meetings Provisions.

**Finance Document** means each of:

- (a) the Note Documents;
- (b) the Agency and Registry Services Agreement;
- (c) the Security Trust Deed;
- (d) any Security Trust Deed Accession Deed (Beneficiary) entered into after the Issue Date;
- (e) the General Security Deed;
- (f) the Real Property Mortgages;

- (g) the Priority Deed;
- (h) any Security Pool Collateral Security; and
- (i) each Security Pool Transaction Document.

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised under any acceptance credit, or bill acceptance, discount or endorsement facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with any applicable generally accepted accounting practices, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets (excluding inventory bought in the ordinary course of business) or services payable more than 90 days after acquisition;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) inclusive above.

For the purposes of these Terms and Conditions, any possible increase in Financial Indebtedness resulting from changes to accounting definitions will be disregarded.

**First Optional Redemption Date** means, in relation to a Note, the date so specified in the Pricing Supplement applying to that Note.

**Fixed Coupon Amount** means the amount specified in, or determined in accordance with, the Pricing Supplement.

**Fixed Rate Note** means a Note that bears interest at a fixed rate.

**Fourth Optional Redemption Date** means, in relation to a Note, each date so specified in the Pricing Supplement applying to that Note.

**General Security Deed** means the document entitled "General Security Deed" dated 22 November 2018 and made by the Issuer and the Security Trustee.

**Government Agency** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange or other relevant authority.

**GST** means any goods and services or similar tax, together with any related interest, penalties, fines or other charge.

**Guarantee** means the unconditional and irrevocable guarantee of the Notes made by the Guarantor under, and in accordance with the terms set out in, clause 11 of the Note Trust Deed.

**Guarantor** means Civmec Limited (ARBN 604 316 690) (ABN 50 604 316 690).

**Information Memorandum** means the Information Memorandum dated 22 November 2018 prepared by, or on behalf of, and approved in writing by, the Issuer and the Guarantor in connection with the issue of the Notes, and such documents as are incorporated by reference into it including the Pricing Supplement, and any other amendments to it.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it has a controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property (each as defined in the Corporations Act);
- (c) it is subject to:
  - (i) any arrangement, assignment, moratorium or composition with its creditors or any class of them in respect of or affecting all or a material part of (or of a particular type of) its debts; or
  - (ii) protected from creditors under any statute or dissolved,in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by an Extraordinary Resolution of Noteholders;
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 7 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;
- (e) it ceases, suspends or threatens to cease or suspend the conduct of all or substantially all of its business, or disposes or threatens to dispose of substantially all of its assets;
- (f) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (g) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Note Trustee or the Noteholders reasonably deduces it is so subject);
- (h) it is otherwise unable to pay its debts when they fall due;
- (i) it is deregistered under the Corporations Act or notice of its proposed deregistration is given to it; or
- (j) something having a substantially similar effect to paragraphs (a) to (i) above happens in connection with that person under the law of any jurisdiction.

**Interest Accrual Date** means, in relation to a Note, the Issue Date or such other date as may be specified as such in the Pricing Supplement as the date on and from which interest accrues on that Note.

**Interest Expense** means, in relation to any principal or other amount of Financial Indebtedness owed by each member of the Civmec Group for the preceding twelve months, the aggregate of all payments of interest, fees, commission and charges and any other amounts in the nature of interest or the payment of which has a similar effect or purpose to the payment of interest paid by each member of the Civmec Group (calculated on a consolidated basis) in that period including all line, facility, letter of credit, guarantee and similar fees and all fees and other amounts of a regular or recurring nature payable in relation to Financial Indebtedness.

**Interest Payment Date** means, in relation to any Note, each date specified in, or determined in accordance with the provisions of, the Pricing Supplement as a date on which a payment of

interest on that Note is due and adjusted, if necessary, in accordance with the applicable Business Day Convention.

**Interest Period** means, in relation to any Note, the period from and including an Interest Payment Date to but excluding the next Interest Payment Date, except that:

- (a) the first Interest Period commences on (and includes) the Interest Accrual Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date or, if redeemed prior to that date, the Optional Redemption Date.

**Interest Rate** means, in relation to any Note, the rate of interest (expressed as a per cent. per annum) payable in respect of that Note specified in, or calculated or determined in accordance with the provisions of, the Pricing Supplement.

**Issue Date** means, in relation to any Note, the date recorded or to be recorded in the Register as the date on which the Note is issued as specified in the Pricing Supplement.

**Issuing Agent** means Perpetual Corporate Trust Limited in its capacity as issuing agent.

**Maturity Date** means, in relation to any Note, the date specified in the Pricing Supplement as the Maturity Date for that Note.

**Meeting Provisions** means the provisions for the convening of meetings and passing of resolutions by Noteholders set out in Schedule 2 to the Note Trust Deed.

**NAB Second Ranking Security Interest** means security interest granted by the Issuer in favour of National Australia Bank Limited over all of the grantor's present and after-acquired property.

**Note** means a medium term debt obligation of the Issuer issued in registered form evidencing the rights of a Noteholder to be paid certain moneys under the Note Trust Deed, constituted by, and owing under the Note Trust Deed and title to which is recorded in and evidenced by an inscription in the Register.

**Noteholder** means a person whose name is for the time being inscribed in the Register as a holder of a Note.

**Note Document** means, in respect of a Series and a Tranche, the Note Trust Deed and the Pricing Supplement.

**Note Trust** has the meaning given in the Note Trust Deed.

**Note Trust Deed** means the document entitled "Note Trust Deed" dated 22 November 2018 and executed by the Issuer, the Guarantor and the Note Trustee.

**Note Trustee** means Perpetual Corporate Trust Limited in its capacity as trustee of the Note Trust constituted by the Note Trust Deed or such other person appointed under the Note Trust Deed as trustee of the Note Trust.

**NPAT** means, for any financial period, (including any half year and/or full year), the net profit after tax for that financial period of the Civmec Group, as shown in the consolidated financial statements of the Civmec Group for that financial period.

**Offshore Associate** means an associate (as defined in section 128F(8) of the Tax Act) that is either:

- (a) a non-resident of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside Australia.

**Optional Redemption Date** means each of the First Optional Redemption Date, Second Optional Redemption Date, Third Optional Redemption Date or Fourth Optional Redemption Date.

**Ordinary Resolution** means a resolution:

- (a) passed at a meeting (at which the requisite quorum is present as set out in the Meetings Provisions) by a majority consisting of more than 50 per cent. of the votes cast; or
- (b) made by way of Written Resolution by Noteholders passed in accordance with the Meetings Provisions.

**Outstanding Principal Amount** means, in relation to a Note, the principal amount outstanding on that Note from time to time.

**Paying Agent** means Perpetual Corporate Trust Limited in its capacity as paying agent or such other person appointed by the Issuer pursuant to the Agency and Registry Services Agreement as paying agent from time to time.

**Payment Date** means, in respect of a Note, its Maturity Date, an Interest Payment Date or any other relevant date on which a payment in respect of that Note is due, adjusted in accordance with the applicable Business Day Convention.

**Permitted Security Interest** means, in respect of the Issuer:

- (a) each Existing Security Interest;
- (b) any Security Interests granted by the Issuer:
  - (i) in connection with any new Financial Indebtedness incurred or entered into on or after the Issue Date; and/or
  - (ii) without limiting sub-paragraph (i) above, in connection with the refinancing, amendment, amendment and restatement or extension of any Financial Indebtedness after the Issue Date,

provided that, at the time of the new financing or lending or the refinancing, renewal or extension occurs, as the case may be, on a pro-forma basis, the ratio of all Secured Debt to Total Tangible Assets of the Issuer is not more than 0.60 to 1.;

- (c) a Security Interest arising by operation of law and in the ordinary course of trading so long as the Financial Indebtedness secured by that Security Interest is paid when due or contested in good faith and appropriately provisioned;
- (d) any netting and set-off arrangements arising in the ordinary course of the Issuer's banking arrangements;
- (e) any Security Interest approved by the Noteholders by way of Extraordinary Resolution pursuant to the Meeting Provisions; and
- (f) any Security Interest provided for by one of the following transactions if the transaction does not secure payment or performance of an obligation:
  - (i) a transfer of an account or chattel paper;
  - (ii) a commercial consignment; or
  - (iii) a PPS Lease (as defined in the PPSA).

**PMSI** means a Purchase Money Security Interest as defined in the PPSA.

**PPSA** means the *Personal Properties Securities Act 2009* of the Commonwealth of Australia.

**Pricing Convention** means, unless otherwise specified in the Pricing Supplement the Reserve Bank of Australia bond basis.

**Pricing Supplement** means the Pricing Supplement executed by the Issuer and the Guarantor and prepared in relation to the Notes (substantially in the form set out in the Information Memorandum) as a supplement, modification or replacement of these Terms and Conditions and giving details of that Tranche or Series.

**Priority Deed** means the Priority Deed dated 22 November 2018 between, among others, the Issuer, the Guarantor, the Note Trustee, the Security Trustee and National Australia Bank Limited.

**Real Property Mortgage** means each of:

- (a) the Real Property Mortgage proposed to be entered into by the Issuer and the Security Trustee over the Issuer's interest in the land located at 2 and 8 Stuart Drive, Henderson, Western Australia; and
  - (b) the Real Property Mortgage proposed to be entered into by the Issuer and the Security Trustee the Issuer's interest in the land located at 39 Old Punt Road, Tomago, NSW,
- in each case pursuant to Condition 4.3(d) ("Other covenants").

**Record Date** in relation to a Payment Date means the close of business in the place where the Register is maintained on the date which is the eighth calendar day before the relevant Payment Date, or any other date so specified in the Pricing Supplement.

**Redemption Amount** means, unless otherwise specified in the Pricing Supplement, the Outstanding Principal Amount as at the date of redemption and also includes any other amount in the nature of a redemption amount specified in, or determined in accordance with the Pricing Supplement or these Terms and Conditions.

**Register** means a register of Noteholders maintained by the Registrar on behalf of the Issuer pursuant to the Agency and Registry Services Agreement in which is inscribed the information set out in Condition 10.1(b) ("Registrar's role").

**Registrar** means Perpetual Corporate Trust Limited in its capacity as registrar of the Notes or such other person appointed by the Issuer pursuant to the Agency and Registry Services Agreement to establish and maintain the Register on the Issuer's behalf from time to time.

**Regulations** mean the Austraclear Regulations or the terms and conditions and operating procedures of Euroclear or Clearstream from time to time.

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Financial Statements** means the most recent audited financial statements of the Civmec Group or the most recent unaudited financial statements of the Issuer (as applicable) in each case, for a financial year adjusted to give pro-forma effect to the changes in the Issuer's or the Civmec Group's actual financial position including the incurrence of drawn Financial Indebtedness and the application of the proceeds thereof including any increase in EBIT of the Civmec Group resulting from any assets acquired by application of the new Financial Indebtedness (in all cases in accordance with applicable Accounting Standards).

**Relevant Member** has the meaning given in Condition 5.1(c) ("Notes lodged in Austraclear").

**Relevant Period** means, as at any date of determination, the period of twelve months most recently ended prior to the date of determination.

**Second Optional Redemption Date** means, in relation to a Note, each date so specified in the Pricing Supplement applying to that Note.

**Secured Debt** means all Financial Indebtedness of the Issuer secured by a Security Interest but excludes any Permitted Security Interest referred to under paragraphs (c), (d) and (f) of the definition of Permitted Security Interest.

**Secured Moneys** means all debts and monetary liabilities of the Issuer (whether alone or not) to or for the account of any of Beneficiary (whether alone or not) in any capacity under or in relation to any Finance Document, irrespective of whether the debts or liabilities:

- (a) are present or future;
- (b) are actual, prospective, contingent or otherwise;
- (c) are at any time ascertained or unascertained;
- (d) are owed or incurred by or for the account of the Issuer alone, or severally or jointly with any other person;
- (e) are owed to, or incurred for the account of, any Beneficiary, alone, or severally or jointly with any other person;
- (f) are owed to any other person as agent (whether disclosed or not) for or on behalf of any Beneficiary;
- (g) are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract, tort or incurred on any other ground), losses, costs or expenses, or on any other account;
- (h) would have been payable to a Beneficiary but remains unpaid by reason of the Issuer being Insolvent; or
- (i) are the subject of a right of indemnity from any trust assets in respect of which the Issuer acts as trustee or responsible entity.

**Security** has the meaning given in the Security Trust Deed.

**Security Interest** includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind (including under sections 12(1) and (2) and (3) of the PPSA) or any other right of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset. It includes retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a government agency by operation of statute unless there is default in payment of moneys secured by that charge or lien.

**Security Pool** means the Security Pool (as defined in the Security Trust Deed) known as the Civmec Fund Security Pool.

**Security Pool Collateral Security** means, in respect of a Security Pool, any Collateral Security set out as such in the Security Pool Register with respect to that Security Pool.

**Security Pool Register** means the register created and maintained by the Security Trustee in accordance with the terms of the Security Trust Deed setting out the details of each Security Pool.

**Security Pool Transaction Document** means each document identified as such in the Security Pool Register.

**Security Trust** has the meaning given in the Security Trust Deed.

**Security Trust Deed** means the document entitled "Security Trust Deed" dated 22 November 2018 between, among others, the Issuer, the Note Trustee and the Security Trustee.

**Security Trust Deed Accession Deed (Beneficiary)** has the meaning given in the Security Trust Deed.

**Security Trustee** means P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the Security Trust constituted by the Security Trust Deed or such other person appointed under the Security Trust Deed as trustee of the Security Trust.

**Series** means Notes having identical terms (except for their respective Issue Dates, Interest Accrued Dates and Issue Price) and which are expressed to be consolidated and form a single series.

**Specified Office** means the office specified in the Information Memorandum or any other address notified to Noteholders from time to time.

**Subsidiary** has the meaning given in the Corporations Act, but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity as determined by the Accounting Standards and, without limitation:

- (a) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (b) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation.

**Tax** includes any tax, levy, impost, deduction, charge, rate, duty, GST or withholding (including stamp and transaction duties) which is levied or imposed a Tax Authority, and any related interest, penalty, charge, fee, fine, expenses or other amount in connection with them except if imposed on, or calculated having regard to, the net income of a Noteholder.

**Tax Act** means the *Income Tax Assessment Act 1936* of the Commonwealth of Australia and, where applicable, the *Income Tax Assessment Act 1997* of the Commonwealth of Australia.

**Tax Authority** means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official, having power to tax to which the Issuer becomes subject in respect of payments made by it of principal or interest in respect of the Notes.

**Test Date** means each date on which:

- (a) any Security Interest has been granted by the Issuer pursuant to paragraph (b) of the definition of 'Permitted Security Interest' (but, for the avoidance of doubt, excluding the NAB Second Ranking Security Interest);
- (b) new Financial Indebtedness has been incurred or entered into by the Guarantor or the Issuer after the Issue Date, unless (in circumstances where such Financial Indebtedness relates to the Issuer) on that date a Test Date arises under paragraph (a) above;
- (c) the Guarantor or the Issuer has refinanced, amended, amended and restated or extended any Financial Indebtedness after the Issue Date; and
- (d) any Distribution or Capital Reduction has been made by the Guarantor.

**Third Optional Redemption Date** means, in relation to a Note, each date so specified in the Pricing Supplement applying to that Note.

**Total Tangible Assets** means the aggregate amount of all assets of the Issuer as shown in the Relevant Financial Statements of the Issuer, but adjusted if necessary (without any double counting) so as to exclude any intangible assets (including, but not limited to, goodwill and trademarks, as calculated in accordance with the Relevant Financial Statements of the Issuer).

**Tranche** means Notes issued on the same Issue Date, the terms of which are identical in all respects.

**Transfer and Acceptance Form** means such form as the Registrar adopts in line with the then current market practice to effect a transfer of Notes.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Terms and Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;



- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) anything (including an amount) is a reference to the whole and each part of it;
- (d) a document includes any variation or replacement of it;
- (e) “**law**” includes common law, principles of equity and laws made by parliament (and laws made by parliament include federal or state laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (f) a time of day is a reference to Sydney time;
- (g) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period;
- (h) the word “**person**” includes an individual, corporation, company, firm, tribunal, undertaking, association, organisation, partnership, joint venture, trust, limited liability company, unincorporated organisation or government or any agency, instrumentality or political subdivision thereof; in each case whether or not being a separate legal entity;
- (i) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (j) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### **1.3 Number**

The singular includes the plural and vice versa.

### **1.4 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Terms and Conditions.

### **1.5 Terms defined in Pricing Supplement**

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Terms and Conditions but if the relevant Pricing Supplement gives no meaning or specifies that a definition is “Not Applicable”, then that definition is not applicable to the Notes.

### **1.6 GST**

- (a) All payments to be made by the Issuer in respect of the Notes are to be made without regard to GST. If all or any part of such payment is the consideration for a taxable supply for GST purposes then, when the Issuer makes that payment, it must pay to the relevant Noteholder an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10 per cent.).
- (b) To the extent that GST is payable under paragraph (a) and the relevant Noteholder is registered for GST, that Noteholder will promptly provide to the Issuer a tax invoice complying with the relevant GST legislation.

### **1.7 Terms**

- (a) The Issuer will issue the Notes on the terms set out in these Terms and Conditions as supplemented, amended, modified or replaced by the Pricing Supplement to those Notes.
- (b) In relation to a Note, if there is any inconsistency between these Terms and Conditions and the Pricing Supplement, the Pricing Supplement prevails in respect of that Note.

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## 2 Form, title and terms

### 2.1 Constitution under the Note Trust Deed

- (a) The Notes are debt obligations of the Issuer constituted by, and owing under, the Note Trust Deed.
- (b) Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Note Trust Deed.

### 2.2 Form

- (a) Each Note is issued in registered uncertificated form by entry in the Register.
- (b) Each Note is a separate debt obligation of the Issuer and may (subject to compliance with Condition 5 (“Transfers of Notes”)) be transferred separately from any other Note.

### 2.3 Currency and amounts

- (a) Notes will be issued in Australian dollars in a single denomination of A\$1,000.
- (b) Notes may only be issued or sold in or into Australia:
  - (i) if the amount subscribed for, or the consideration payable to the Issuer, by the relevant Noteholder is a minimum of A\$500,000 (or its equivalent in other currencies) (disregarding amounts, if any, lent by the Issuer or other person offering the Notes or its associates (within the meaning of those expressions in Parts 6D.2 and 7.9 of the Corporations Act)) unless the issue or sale is otherwise in circumstances that do not require disclosure under Parts 6D.2 and 7.9 of the Corporations Act;
  - (ii) if the offer or an invitation (including any resulting issue or sale) does not constitute an offer to a “retail client” as that term is defined in section 761G of the Corporations Act; and
  - (iii) such action does not require any document to be lodged with the Australian Securities and Investments Commission.
- (c) Subject to Condition 2.3(b), Notes may be issued or sold in Australia if the amount subscribed for, or the consideration payable to the Issuer, by the relevant Noteholder is a minimum of A\$50,000 (or its equivalent in other currencies).
- (d) Notes to be sold outside of Australia must be sold in compliance with all applicable laws and regulations of the jurisdiction in which the sale is to take place.

### 2.4 Note owners

- (a) Subject to paragraph (c) below, the person whose name is inscribed in the Register as the registered owner of any Note from time to time will be treated by the Issuer, the Paying Agent and the Registrar as the absolute owner of such Note for all purposes whether or not any payment in relation to such Note is overdue and regardless of any notice of ownership or any other interest inscribed in the Register. Two or more persons registered as Noteholders are taken to be joint holders with right of survivorship between them.
- (b) Subject to paragraph (c) below, upon a person acquiring title to a Note by virtue of becoming registered as the owner of that Note, all rights and entitlements arising by virtue of the Note Trust Deed in respect of that Note vest absolutely in the registered owner of the Note, so that no person who has previously been registered as the owner of the Note nor any other person has or is entitled to assert against the Issuer, the Guarantor or the Registrar or the registered owner of the Note for the time being and from time to time any rights, benefits or entitlements in respect of the Note.

- (c) None of the Issuer, the Guarantor nor the Registrar nor any other person is, except as required by order of a court of competent jurisdiction, or as required by law, obliged to take notice of any other claim to or in respect of Notes.
- (d) Without limitation, except as provided by statute or as required by order of a court of competent jurisdiction, no notice of any trust (whether express, implied or constructive) may be inscribed in the Register in respect of a Note and the Registrar is not obliged to recognise any trust.

## **2.5 Inscription conclusive**

Each inscription in the Register in respect of a Note is:

- (a) sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed is the registered owner of the Note;
- (b) evidence for the benefit of the relevant Noteholder, that a separate and individual acknowledgement by the Issuer of its indebtedness to that person is constituted by and owing under the Note Trust Deed and of the vesting in such person of all rights vested in a Noteholder by the Note Trust Deed; and
- (c) evidence that the person whose name is so inscribed is entitled to the benefit of an unconditional and irrevocable undertaking by the Issuer constituted by the Note Trust Deed that the Issuer will make all payments of principal and interest (if any) in respect of the Note and otherwise comply with its obligations under and in accordance with these Terms and Conditions (and, for the avoidance of doubt, the Issuer is not obliged to make any payment in respect of a Note to any person who is not inscribed in the Register as the holder of that Note).

## **2.6 Manifest errors**

The making of, or the giving effect to, a manifest error in an inscription into the Register will not avoid the constitution, issue or transfer of a Note. The Registrar must correct any manifest or proven error of which it becomes aware.

## **2.7 No certificate**

- (a) Except as permitted under paragraph (b), no certificate or other evidence of title shall be issued by or on behalf of the Issuer to evidence title to a Note unless the Issuer determines that certificates should be made available or that it is required to do so under any applicable law or regulation.
- (b) The Issuer agrees, on request by a Noteholder, to procure the Registrar to provide (and the Registrar agrees to provide) to the Noteholder a certified extract of the particulars inscribed on the Register in relation to that Noteholder and the Notes held by it.

## **2.8 Austraclear System**

If the Notes are held in the Austraclear System, the rights of a person holding an interest in those Notes are subject to the Austraclear Regulations. The Issuer is not responsible for anything the Austraclear System does or omits to do, provided that this does not affect a Noteholder's ability to enforce its rights in respect of any applicable Notes arising under, and in accordance with, these Terms and Conditions.

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# **3 Status of the Notes and Security**

## **3.1 Status of the Notes**

The Notes constitute direct, secured, unconditional and unsubordinated obligations of the Issuer ranking equally among themselves and in priority to all unsecured obligations of the Issuer, except liabilities mandatorily preferred by law.

### 3.2 Guarantee

- (a) The Notes are issued with the benefit of the Guarantee and the payment of principal and interest in respect of the Notes will be unconditionally and irrevocably guaranteed by the Guarantor as more fully set out in the Note Trust Deed.
- (b) The Guarantee made by the Guarantor is a direct, unsecured and unsubordinated obligation of the Guarantor and ranks equally and pari passu with all of its present and future unsubordinated and unsecured obligations, except liabilities mandatorily preferred by law.

### 3.3 Security

- (a) Amounts due under the Notes and the Note Trust Deed are guaranteed and secured by the Security (including the Guarantee). The Security Trustee holds the Security on trust for the Beneficiaries (as defined in the Security Trust Deed, and which includes the Note Trustee and the Noteholders) subject to the terms of the Security Trust Deed. By the Note Trustee being a party to the Security Trust Deed, the Noteholders receive, through the Note Trustee, the benefit of the Security Trust Deed and the Security.
- (b) Pursuant to the terms of the Security Trust Deed, the Security will form part of a Security Pool to be known as the "Civmec Security Trust Security Pool" to be held on trust by the Security Trustee for the benefit of all Security Pool Beneficiaries which includes each Noteholder of the Notes. The Security Pool Beneficiaries will comprise, among others, the holders of any further Tranches and Series of Notes which may be issued by the Issuer. If such further Tranches and Series of Notes have the benefit of any additional security, such security will be added to and form part of the Security Pool and will be held on trust by the Security Trustee for the benefit of all Security Pool Beneficiaries at such time which will comprise, among others, each Noteholder and each holder of such further Tranche and Series of Notes. In the event that such further Tranche and Series of Notes does not have the benefit of any additional security, the holders of such Tranche and Series of Notes will have the benefit of the Security in the Security Pool which has been granted in respect of these Notes and will themselves be Security Pool Beneficiaries (together with, among others, each Noteholder of these Notes). All consents, instructions, resolutions and directions in respect of the Security Pool and the Security Pool Transaction Documents will be made on a collective basis among all Security Pool Beneficiaries pursuant to the terms of the Security Trust Deed.

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## 4 Negative Pledge and Financial and other Covenants

### 4.1 Negative pledge

The Issuer will not create any Security Interest upon the whole or any part of the present or future assets or revenues other than a Permitted Security Interest.

### 4.2 Financial covenants

- (a) The Guarantor will not incur any Financial Indebtedness after the Issue Date unless, at the time the Guarantor incurs any such Financial Indebtedness and immediately after giving pro-forma effect to the incurrence of such Financial Indebtedness and the application of the proceeds thereof, the ratio of EBITDA of the Civmec Group to Interest Expense of the Civmec Group is greater than 2.50:1.
- (b) The Issuer will not, and the Guarantor acknowledges that the Issuer will not, repay any amount of principal or interest (howsoever described), or any other amount (including fees), under or in accordance with the Existing Intercompany Loan.
- (c) The Guarantor will not declare or pay any dividend or make any other payment or distribution having the same effect (**Distribution**), or reduce, return, purchase, repay, cancel or redeem any of its share capital or buy back any of its shares (**Capital**

**Reduction**) under Chapter 2J of the Corporations Act (or an equivalent provision under any legislation in another jurisdiction applicable to the Guarantor) except where the source of the funds to effect such Distribution or Capital Reduction is only paid out of NPAT of the Guarantor up to a maximum aggregate amount equal to 100 per cent. of NPAT of the Guarantor for the previous 12 months, provided that such Distribution is no greater than an amount lawfully permitted under applicable law.

For the purposes of this definition, a Distribution in the form of a dividend shall relate to the Financial Year in respect of which such dividend is declared.

So long as an Event of Default is subsisting, neither the Issuer nor the Guarantor will declare or pay a Distribution or Capital Reduction.

#### **4.3 Other covenants**

- (a) The Issuer will ensure that it will not, whether in a single transaction or a series of related transactions, sell, transfer or otherwise dispose of, or create or allow to exist an interest in all or a material part of its assets, other than:
  - (i) as permitted under Condition 4.1 ("Negative Pledge");
  - (ii) disposals, parting with possession and interests created (including sub-leases):
    - (A) on arm's length commercial terms or otherwise in the ordinary course of business;
    - (B) where the assets are waste, obsolete and are not required for the efficient operation of its business; or
    - (C) in exchange for other assets comparable or superior as to type, value and quality; and
  - (iii) where an amount equal to the net proceeds of the disposal is used within 30 days after such disposal to purchase or acquire, develop, redevelop or construct productive assets for use by the Issuer in its business; or
  - (iv) where an amount equal to the net proceeds of the disposal is used to prepay or repay the Notes. The Issuer shall be able to prepay on the Disposal Prepayment Date, the Notes at 100.00% of the Outstanding Principal Amount of each Note being redeemed, together with interest accrued thereon to (but excluding) the Disposal Prepayment Date.
- (b) Each of the Issuer and the Guarantor will do everything necessary to maintain its corporate existence.
- (c) Each of the Issuer and the Guarantor will comply with all laws binding on it where a failure to comply would have a material adverse effect on the ability of the Issuer or the Guarantor to comply with its obligations under the Notes, the Guarantee and/or the Security (as applicable).
- (d) The Issuer undertakes to enter into each Real Property Mortgage and to provide such number of duly executed copies of each Real Property Mortgage to the Security Trustee as the Security Trustee may require, in each case, within 10 Business Days of the Issue Date.

#### **4.4 Covenant testing**

- (a) The Issuer will provide the Note Trustee not later than 30 days after each applicable Test Date with a certificate signed by an Authorised Officer of each of the Issuer and the Guarantor (as applicable) which certifies whether, in the Authorised Officer's opinion and after having made all reasonable enquiries, the Civmec Group and/or the Issuer has where applicable:

- (i) in respect of a Test Date arising under paragraph (a) of the definition of 'Test Date' complied with the covenants set out in Conditions 4.1 ("Negative pledge") (on a pro forma basis), 4.2 ("Financial covenants") (on a pro forma basis) and 4.3(c) ("Other covenants") on that Test Date;
  - (ii) in respect of a Test Date arising under paragraph (b) of the definition of 'Test Date', complied with the covenants sets out in Conditions 4.2 ("Financial covenants") (on a pro forma basis) and 4.3(c) ("Other covenants") on that Test Date;
  - (iii) in respect of a Test Date arising under paragraph (c) of the definition of 'Test Date' complied with the covenants set out in Conditions 4.2 ("Financial covenants") (on a pro forma basis) and 4.3(c) ("Other covenants") on that Test Date; and
  - (iv) in respect of a Test Date arising under paragraph (d) of the definition of 'Test Date' complied with the covenants set out in Condition 4.2(c) ("Financial Covenants") and 4.3(c) ("Other covenants") on that Test Date.
- (b) Where the Issuer has disposed of an asset pursuant to paragraphs (i), (ii) or (iii) of Condition 4.3(a) ("Other covenants"), then the Issuer will provide the Note Trustee not later than 30 days after the date which is the earlier to occur of:
- (i) 30 days after the disposal; and
  - (ii) the date on which the net proceeds of the disposal have been applied in accordance with Condition 4.3(a)(iii) ("Other covenants"),

with a certificate signed by an Authorised Officer of the Issuer which certifies whether, in the Authorised Officer's opinion and after having made all reasonable enquiries, it has complied with paragraphs (i), (ii) and (iii) of Condition 4.3(a) ("Other covenants") in respect of that disposal.

- (c) In the case of any certificate to be provided under any of paragraphs (a) or (a) above, in the event that the Issuer or the Guarantor is not in compliance with any such covenant, such certificate will give reasonable detail of such non-compliance (including any relevant figures and calculations) and the steps being taken to remedy the same.
- (d) Upon the written request of a Noteholder (but not otherwise), the Note Trustee will provide a copy of any certificate provided to it under this Condition 4.4 ("Covenant testing").
- (e) If the Note Trustee (acting either on its own discretion or upon receipt of a written request of a Noteholder) requests, within 10 Business Days of the Issuer or the Guarantor providing a certificate pursuant to Conditions 4.4(c) ("Covenant testing") or 4.4(d) ("Covenant testing") the Issuer or the Guarantor (as applicable) will provide (at its own cost), any document or other information that the Note Trustee may reasonably request that is necessary or desirable to allow the Note Trustee or a Noteholder to determine whether or not the Issuer or the Guarantor (as applicable) is in compliance with each of the covenants set out in Conditions 4.1 ("Negative pledge"), 4.2 ("Financial covenants"), 4.3(a)(iii) ("Other covenants") and 4.3(c) ("Other covenants") above as at the relevant Test Date.

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## 5 Transfers of Notes

### 5.1 Notes lodged in Austraclear

- (a) Unless the Pricing Supplement otherwise provides, the Notes will be lodged into the Austraclear System.
- (b) If the Notes are lodged into the Austraclear System, the Registrar will inscribe Austraclear in the Register as the Noteholder of those Notes. While those Notes remain in the Austraclear System:

- (i) all payments and notices required of the Issuer or the Registrar in relation to those Notes will be made in accordance with the Austraclear Regulations; and
  - (ii) all dealings (including transfers and payments) in relation to those Notes within the Austraclear System will be governed by the Austraclear Regulations.
- (c) If Austraclear is inscribed in the Register in respect of a Note, despite any other provision of these Terms and Conditions, that Note is not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of that Note, and the relevant member of the Austraclear System to whose security account the Note is credited in respect of that Note (the Relevant Member) has no right to request any registration or any transfer of that Note, except that:
- (i) for any repurchase, redemption or cancellation (whether on or before the Maturity Date of the Note), a transfer of that Note from Austraclear to the Issuer may be inscribed in the Register; and
  - (ii) either:
    - (A) Austraclear gives notices to the Registrar stating that the Relevant Member has stated to Austraclear that it needs to be registered in relation to the Note in order to pursue any rights against the Issuer; or
    - (B) Austraclear purports to exercise any power it may have under the Austraclear Regulations from time to time or these Terms and Conditions, to require Notes to be transferred on the Register to the Relevant Member,

the Note may be transferred on the Register from Austraclear to the Relevant Member, in any of these cases, the Note will cease to be held in the Austraclear System.
- (d) On admission to the Austraclear System, interests in the Notes may be held through the Euroclear System or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by J.P. Morgan Nominees Australia Limited as nominee of Clearstream, Luxembourg.
- (e) The rights of a holder of interests in Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear System.
- (f) In addition, any transfer of interests in Notes which are held through Euroclear or Clearstream, Luxembourg (to the extent such transfer will be recorded in the Austraclear System and is in respect of offers or invitations received in Australia) will be subject to the Corporations Act and the other requirements set out in the Notes.
- (g) For so long as any Note is lodged in the Austraclear System the right of a relevant Noteholder to be registered as the Noteholder of that Note, and the transfer of that Note, shall be governed by the relevant Regulations.

## **5.2 Transfers of Notes not held in Austraclear**

Notes which are not held in the Austraclear System are transferable without the consent of the Issuer or the Registrar.

## **5.3 Compliance with law**

- (a) Notes may only be transferred in accordance with all applicable laws and regulations of each relevant jurisdiction.
- (b) Notes which are transferred in respect of offers or invitations received in Australia:

- (i) must be transferred for a consideration of not less than A\$500,000 (or its equivalent in other currencies) (disregarding amounts, if any, lent by the Issuer or other person offering the Notes or its associates) unless the transfer does not require disclosure under Parts 6D.2 and 7.9 of the Corporations Act; and
- (ii) only if the transferee is not a “retail client” as that term is defined for the purposes of section 761G of the Corporations Act.

#### **5.4 Transfers in whole**

A Note is transferable in whole (but not in part).

#### **5.5 Transfer and Acceptance Forms for Notes**

A Note may be transferred by a duly completed and (if applicable) stamped Transfer and Acceptance Form obtainable from the Registrar. Unless a contrary intention is expressed in a Transfer and Acceptance Form, all contracts relating to the transfer of Notes are governed by the laws applicable to the Notes. The Issuer is not obliged to stamp the Transfer and Acceptance Form.

#### **5.6 Registration requirements for transfer**

Every Transfer and Acceptance Form in respect of Notes must be:

- (a) signed by the transferor and the transferee;
- (b) delivered to the office of the Registrar for registration;
- (c) accompanied by such evidence as the Registrar may reasonably require to prove the title of the transferor or the transferor’s right to transfer those Notes; and
- (d) duly stamped, if necessary.

#### **5.7 Registration of transfers**

Subject to this Condition 5 (“Transfers of Notes”), the Registrar must register a transfer of Notes. Upon inscription of the name, address and all other required details of the transferee in the Register, the Issuer must recognise the transferee as the Noteholder entitled to the Notes that are the subject of the transfer. Entry of such details in the Register constitutes conclusive proof of ownership by that transferee of those Notes subject to correction for manifest error. The transferor remains the owner of the relevant Notes until the required details of the transferee are inscribed in the Register in respect of those Notes. Subject to Condition 5.9 (“Marking of transfer”), the Registrar must register the transfer of a Note whether or not the Transfer and Acceptance Form to which the transfer relates has been marked by the Registrar.

#### **5.8 No fee**

No fee or other charge is payable to the Issuer or the Registrar in respect of the transfer or registration of any Note.

#### **5.9 Marking of transfer**

The Registrar may mark any Transfer and Acceptance Form in its customary manner. Such marking prohibits a dealing with the relevant Notes as specified in the marking notation for a period from the date of marking to the earliest of:

- (a) 15 days from the date of marking;
- (b) the date the Registrar cancels the marking notation on the Transfer and Acceptance Form; and
- (c) the date the Registrar receives notification of the execution of the marked Transfer and Acceptance Form by the transferee.



## **5.10 Destruction**

Any Transfer and Acceptance Form may, with the prior written approval of the Issuer, be destroyed by the Registrar after the inscription in the Register of the particulars set out in the form. On receipt of such approval, the Registrar must destroy the Transfer and Acceptance Form as soon as reasonably practicable and promptly notify the Issuer in writing of its destruction.

## **5.11 Deceased persons/bankrupt persons/unincorporated associations**

- (a) 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 transfer the Note or, if so entitled, become registered as the Noteholder of the relevant Note upon producing such evidence as to that entitlement or status as the Registrar considers sufficient.
- (b) The Registrar may decline to give effect to a transfer of any Notes inscribed in the Register in the name of a deceased person who has two or more personal representatives unless the Transfer and Acceptance Form is executed by all of them.
- (c) A transfer to an unincorporated association is not permitted.

## **5.12 Stamp duty**

- (a) The Issuer will bear any stamp duty payable on the issue, subscription or redemption of the Notes.
- (b) The Noteholder is responsible for any stamp duties or other similar taxes which are payable in any jurisdiction in connection with any transfer, assignment or any other dealing with Notes.

## **5.13 Restrictions on transfers**

Transfers of Notes which are not lodged in the Austraclear System cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Note is to occur during that period in accordance with these Terms and Conditions.

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# **6 Interest**

## **6.1 Application**

Notes will bear a fixed rate of interest as specified in the Pricing Supplement.

## **6.2 Period of accrual of interest**

- (a) Interest accrues on the Outstanding Principal Amount of Notes from (and including) the relevant Interest Accrual Date to (but excluding) its Maturity Date or, if redeemed earlier, the relevant Redemption Date, at the applicable Interest Rate. Interest ceases to accrue on such Notes from the relevant Maturity Date unless default is made in the payment of any principal or other amount in respect of such Notes.
- (b) In the event default is made, any overdue principal of a Note continues to bear interest at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate), both before and after any demand or judgment, until the date on which payment is made in full to the relevant Noteholder.

## **6.3 Interest Payment Dates**

Interest is payable in arrear on the relevant Interest Payment Dates, or as otherwise specified in the Pricing Supplement.

#### **6.4 Calculation of Fixed Coupon Amount**

- (a) The amount of interest payable on each Note on each scheduled Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount unless interest is due on a date that is otherwise than a scheduled Interest Payment Date, in which case paragraph (b) below shall apply to calculate the amount of interest payable for that period.
- (b) The Fixed Coupon Amount must be calculated by the Calculation Agent named as such in the Pricing Supplement by applying the Interest Rate to the Outstanding Principal Amount of each relevant Note, multiplying such sum by the relevant Day Count Basis for the relevant Interest Period. The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

#### **6.5 Notification of Interest Rate and Fixed Coupon Amount**

The Issuer will procure that the Calculation Agent will, if requested in writing by a Noteholder, notify that Noteholder of the Interest Rate, the Fixed Coupon Amount and the relevant Interest Payment Date. In relation to any Note, the Fixed Coupon Amount and the Interest Payment Date (but in no event, the Interest Rate) so notified may be subsequently amended (or appropriate alternative arrangements made by the Calculation Agent by way of adjustment) without notice if and to the extent that the Interest Period is extended or shortened.

#### **6.6 Notification, etc to be final**

Except as provided in Condition 6.5 (“Notification of Interest Rate and Fixed Coupon Amount”), all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (“Interest”) by the Calculation Agent are (in the absence of manifest or proven error) binding on the Guarantor, the Paying Agent, the Registrar, the Note Trustee and all Noteholders.

#### **6.7 Business Days**

In the event that any Interest Payment Date or Maturity Date on a Fixed Rate Note is not a Business Day, interest on such Fixed Rate Note will be paid on the next succeeding Business Day without any additional interest.

#### **6.8 Rounding**

For the purposes of any calculations required under these Terms and Conditions (unless otherwise specified in the Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.);
- (b) all figures must be rounded to five decimal places (with halves being rounded up); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to one cent.

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## **7 Redemption and Purchase**

### **7.1 Redemption on maturity**

The Issuer agrees to redeem each Note on its Maturity Date by payment of 100 per cent. of the Outstanding Principal Amount of each Note unless:

- (a) the Note has been previously redeemed; or
- (b) the Note has been purchased and cancelled.

## 7.2 Early redemption at the option of Noteholders (Noteholder put)

Upon the occurrence of a Change of Control, each Noteholder will have the right to require the Issuer to redeem all (but not some) of its Notes at a redemption price equal to 101 per cent. of the Outstanding Principal Amount of each Note being redeemed (together with any accrued interest, if any, to the date of redemption) (the **Change of Control Redemption Price**) in accordance with this Condition 7.2 (“Early redemption at the option of the Noteholders (Noteholder put)”). Within 30 days’ after a Change of Control, the Issuer shall deliver a notice to the Registrar and the Note Trustee requesting that the Note Trustee promptly notifies Noteholders stating:

- (a) that a Change of Control has occurred and that such Noteholder has the right to require the Issuer to redeem such Notes at the Change of Control Redemption Price;
- (b) the proposed redemption date (which shall be no earlier than 30 days’ nor later than 50 days’ from the date on which such notice is delivered) (the **Change of Control Redemption Date**) and setting out a form of the exercise notice to be provided by the Noteholders to the Issuer (with a copy to the Note Trustee, the Paying Agent and the Registrar) (the **Change of Control Event Exercise Notice**), together with instructions on how to submit that notice; and
- (c) that the last day on which the Noteholder may provide the Change of Control Event Exercise Notice in respect of all of its Notes to the Issuer (with a copy to the Note Trustee, the Paying Agent and the Registrar) is the day falling 10 days’ prior to the Change of Control Redemption Date (the **Change of Control Exercise Date**).

To exercise its right under this Condition 7.2 (“Early redemption at the Option of Noteholders (Noteholder put)”), a Noteholder must deliver a duly completed and signed Change of Control Event Exercise Notice to the Issuer (with a copy to the Note Trustee, the Paying Agent and the Registrar) (or as otherwise directed) on or before the Change of Control Exercise Date.

If on or before the Change of Control Exercise Date, Noteholders representing 90 per cent. or more of the then aggregate Outstanding Principal Amount of all Notes then outstanding, have provided a Change of Control Event Exercise Notice to the Issuer indicating that they require the Issuer to redeem their Notes, the Issuer must redeem all remaining Notes outstanding on the Change of Control Redemption Date at the Change of Control Redemption Price.

In this Condition, “**Change of Control**” means, on any date, an event where:

- (a) one party obtains 50.1 per cent. or more of the voting power of the Guarantor on that date; or
- (b) the Guarantor ceases to own (directly or indirectly) 100 per cent. of the issued shares of the Issuer on that date.

## 7.3 Early redemption at the option of the Issuer (Issuer call)

The Issuer may redeem all or some of the Notes before their Maturity Date as follows:

- (a) on a First Optional Redemption Date by payment of 102.00 per cent. of the Outstanding Principal Amount of each Note being redeemed;
- (b) on a Second Optional Redemption Date by payment of 101.50 per cent. of the Outstanding Principal Amount of each Note being redeemed;
- (c) on a Third Optional Redemption Date by payment of 101.00 per cent. of the Outstanding Principal Amount of each Note being redeemed; and
- (d) on a Fourth Optional Redemption Date by payment of 100.00 per cent. of the Outstanding Principal Amount of each Note being redeemed; and

in each case, together with any accrued interest, if any, to the date of redemption. However, the Issuer may only do so if:

- (e) the amount of Notes to be redeemed is a whole multiple of their Denomination; and
- (f) the Issuer has given at least 10 days' (and not more than 60 days') prior notice to the Registrar, the Note Trustee, the Noteholders and the Paying Agent.

#### **7.4 Early redemption at the option of the Issuer in connection with asset disposals**

If the Issuer is required to prepay Notes in accordance with Condition 4.3(a)(ii)(B) ("Other covenants"), the Issuer will give written notice thereof to the holders of all Notes then outstanding, which notice shall (i) refer specifically to this Condition 7.4 ("Early redemption at the option of Issuer in connection with asset disposals") and describe in reasonable detail the Disposal giving rise to such prepayment of Notes, (ii) specify the principal amount of each Note held by such holder to be prepaid, and (iii) specify a Business Day for such prepayment not less than 30 days' and not more than 60 days' after the date of such notice (the **Disposal Prepayment Date**).

The Issuer shall prepay on the Disposal Prepayment Date, the Notes at par, together with interest accrued thereon to (but excluding) the Disposal Prepayment Date.

In the case of each partial prepayment of the Notes, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid Outstanding Principal Amounts.

#### **7.5 Early redemption for tax reasons**

The Issuer may redeem all (but not some) of the Notes at any time before their Maturity Date at a redemption price equal to the Outstanding Principal Amount of each Note (together with any accrued interest, if any, to the date of redemption) if, as a consequence of an amendment to or a change in, or announced amendment to or prospective change in:

- (a) the law or a binding judicial decision, directive, ruling or determination; or
- (b) an administrative decision (with which the Issuer is required to comply, or habitually complies) interpreting, applying or clarifying those laws or judicial decisions, directives, rulings or determinations,

occurring after the Issue Date, the Issuer is required, or is likely to be required, to pay an additional amount in respect of a Note under Condition 9 ("Taxation").

However, the Issuer may only do so if the Issuer obtains (and provides copies to the Note Trustee and the Registrar to be made available to each Noteholder upon request):

- (i) a certificate signed by an Authorised Officer stating that such amendment or change has occurred or there is an announced amendment or prospective change (irrespective of whether such amendment or change is then effective) describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer taking reasonable measures available to it; and
- (ii) an opinion of independent legal or tax advisers of recognised standing to the effect that such amendment or change has occurred or there is an announced amendment or prospective change (irrespective of whether such amendment or change is then effective) and that the Issuer has or will become obliged to pay such Additional Amounts as a result of such amendment or change or announced amendment or prospective change; and

has given not less than 30 days' (nor more than 60 days') prior notice to the Registrar, the Note Trustee, the Noteholders and the Paying Agent that it wishes to redeem the Notes early.

#### **7.6 Partial redemptions**

If only some of the Notes are to be redeemed under Condition 7.3 ("Early redemption at the option of the Issuer (Issuer call)"), the Notes to be redeemed will be specified in the notice and selected by the Issuer:

- (a) in a fair and reasonable manner; and

(b) in compliance with any applicable law or directive.

### **7.7 Effect of notice of redemption**

Any notice of redemption given under this Condition 7 (“Redemption and Purchase”) is irrevocable.

### **7.8 Late payment**

If an amount payable is not paid under this Condition 7 (“Redemption and Purchase”) when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made in full to the relevant Noteholder.

### **7.9 Purchase**

The Issuer and any of its Related Bodies Corporate may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased under this Condition 7.9 (“Purchase”) by the Issuer or by any of its Related Bodies Corporate may be held, resold or cancelled at the discretion of the purchaser and (if the Notes are to be cancelled, the Issuer), subject to compliance with any legal and regulatory requirements.

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## **8 Payments**

### **8.1 Payment of principal**

Payments of the principal in respect of a Note will be made to each person registered at 10.00 am on the Maturity Date or other date on which payment of principal is due as the Noteholder of the Note (or to the first person registered in the case of joint Noteholders).

### **8.2 Payment of interest**

Payments of interest in respect of a Note will be made to each person registered at the close of business on the Record Date as the Noteholder of that Note (or to the first person registered in the case of joint Noteholders).

### **8.3 Payments to Noteholders and Paying Agent**

All payments under a Note must be made by the Issuer:

- (a) if the Notes are lodged in the Austraclear System by crediting, on the relevant Interest Payment Date, Maturity Date or other date on which a payment is due, the amount then due to the account of the Noteholder, in accordance with the Austraclear Regulations; or
- (b) if the Notes are not lodged in the Austraclear System, to the account notified by the relevant Noteholder to the Registrar or, in the absence of that notification, in the manner (if any) specified in the Pricing Supplement,

and in either case, without set-off or counterclaim or any other deduction unless required by law.

### **8.4 Payments by cheque to a Noteholder**

- (a) In the event that a Noteholder has failed to notify the Registrar of an account to which payments can be made, the Issuer may make payments by cheque in respect of Notes held by that Noteholder.
- (b) Any such cheque will be sent by prepaid ordinary post on the Business Day immediately preceding the relevant Interest Payment Date, Maturity Date or other date on which payment is due to the address of the Noteholder appearing in the Register at the close of business on the Record Date. Where two or more persons are inscribed in the Register

on such date as joint Noteholders of the relevant Note, the Issuer will make payment to the first named holder in the Register.

- (c) Any cheque sent to a Noteholder is sent at the Noteholder's risk and is taken to be received by the Noteholder on the due date for payment. Where payments are made by cheque the Issuer will not be required to pay any additional amounts as a consequence of any Noteholder not receiving payment on the due date in immediately available funds.

## 8.5 Business Days

- (a) If a payment is due under a Note on a day which is not a Business Day the date for payment will be adjusted according to the Business Day Convention applicable to that Note.
- (b) If payment is to be made to an account on a Business Day on which banks are not open for general banking business in the city in which the account is located, the Noteholder is not entitled to payment of such amount until the next Business Day on which banks in such city are open for general banking business and is not entitled to any interest or other payment in respect of any such delay.

## 8.6 Payments subject to fiscal laws

All payments are subject to Condition 9 ("Taxation") and to any applicable fiscal or other laws and regulations.

## 8.7 Variation or termination of Paying Agent

The Issuer is entitled to vary or terminate the appointment of the Paying Agent and to appoint a new Paying Agent and approve any change in the Specified Office through which the Paying Agent acts, provided that there will at all times be a Paying Agent.

## 8.8 Notice of Change

Notice of any such change or change in the Specified Office of the Paying Agent will be given to Noteholders in accordance with Condition 14 ("Notices").

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# 9 Taxation

## 9.1 Payments made free and clear without set-off, counterclaim or deductions

All payments under the Notes must be made free and clear of, and without withholding or deduction for, or by reference to any Tax, unless such withholding or deduction is required by law.

## 9.2 Additional payments

If the Issuer or the Guarantor is obliged by a law to make a deduction in respect of Tax from any payment under the Notes it shall promptly pay the relevant Noteholder on the due date for payment such additional amounts (**Additional Amounts**) as may be necessary so that the relevant Noteholder receives a net amount (after allowance for any further deduction) equal to the amount it would have received if no deduction had been made, except that no Additional Amounts shall be payable under this Condition 9 ("Taxation"):

- (a) to, or to a third party on behalf of, a Noteholder who is liable to such Taxes in respect of any Note by reason of the Noteholder having some connection with the Commonwealth of Australia (or a political subdivision of it) other than the mere holding of such Note or receipt of payment (whether in respect of principal, Redemption Amount, interest or otherwise) in respect of it;
- (b) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party

makes a declaration of non-residence or similar cause for exemption to any Tax Authority in the place where payment under the Note is made;

- (c) where the Note is presented to a particular paying agent, if the Note could have been presented to another paying agent without any such deduction or withholding;
- (d) where the Note is presented for payment more than 30 days after the due date except to the extent that a Noteholder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;
- (e) to, or to a third party on behalf of, a Noteholder who is liable to the Taxes in respect of the Note by reason of the Noteholder being an “Offshore Associate” of the Issuer not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;
- (f) to, or to a third party on behalf of an Australian resident Noteholder or a non-resident Noteholder carrying on business in Australia at or through a permanent establishment of the non-resident in Australia, if that person has not supplied an Australian business number, a tax file number or exemption details as may be necessary to enable the payment to be made without such withholding or deduction; or
- (g) in such other circumstances as may be specified in the Pricing Supplement.

In addition, any amounts to be paid by the Issuer or the Guarantor on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the **Code**), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (**FATCA Withholding**). Neither the Guarantor nor the Issuer will be required to pay additional amounts on account of any FATCA Withholding.

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## 10 Register

### 10.1 Registrar’s role

The Issuer agrees, subject to the Pricing Supplement, to procure that the Registrar does the following things:

- (a) establish and maintain the Register in Sydney or such other city in New South Wales as the Issuer and the Registrar may agree;
- (b) inscribe or cause to be inscribed in the Register:
  - (i) the principal amount of the Note;
  - (ii) the full name and address of the Noteholder;
  - (iii) any declaration of non-residence, tax file number or Australian business number or exemption details;
  - (iv) the Issue Date, Maturity Date and any interest rate and payment details of the Note;
  - (v) the Tranche and Series of the Note;
  - (vi) a copy of the Pricing Supplement executed and provided to the Registrar by the Issuer in connection with the Tranche of Notes;

- (vii) any payment instructions notified by the Noteholder or provided by the Issuer or the Paying Agent in respect of a Noteholder;
  - (viii) all subsequent transfers and changes of ownership of the Note;
  - (ix) the details of any marking which has been provided in respect of the Note; and
  - (x) such other information as is required by all applicable laws or as the Issuer and Registrar agree; and
- (c) comply with the obligations expressed in the Note Trust Deed and the Agency and Registry Services Agreement to be performed by the Registrar.

## 10.2 Registrar

- (a) In acting under the Agency and Registry Services Agreement in connection with the Notes, the Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.
- (b) The Issuer reserves the right at any time to terminate the appointment of the Registrar and to appoint successor or additional registrars, provided, however, that the Issuer must at all times maintain the appointment of a registrar with its Specified Office in the Commonwealth of Australia.

Notice of any such termination of appointment will be given to the Noteholder in accordance with Condition 14 ("Notices").

## 10.3 Multiple Noteholders

- (a) Subject to the Corporations Act, if more than four persons are the Noteholders of a Note, the names of only four such persons will be inscribed in the Register.
- (b) Subject to the Corporations Act, if more than one person is the holder of a Note, the address of only one of them will be inscribed on the Register. If more than one address is notified to the Registrar, the address recorded in the Register will be the address of the Noteholder whose name appears first in the Register.

## 10.4 Noteholder change of address

A Noteholder must promptly notify any change of address to the Registrar.

## 10.5 Closing of Register

The registration of the transfer of a Note may be suspended by the Registrar (and the Register shall be closed for the purpose of determining entitlements to payment under a Note) after the close of business on the Record Date or other day in accordance with the Austraclear Regulations prior to each Interest Payment Date (if any) and each Maturity Date (or other date on which payment of principal on the Notes is to be made) of the Notes or such other number of days as may be agreed by the Issuer and the Registrar and not contrary to the Austraclear Regulations and notified promptly by the Issuer to the Noteholders.

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# 11 Events of Default

## 11.1 Events of Default

Each of the following is an Event of Default in respect of the Notes:

- (a) **(non-payment of principal)** the Issuer fails to pay any principal in respect of the Notes when due, unless that default is caused by a technical or administrative error by a bank or financial institution in the transmission of funds and is remedied within 2 Business Days' of its occurrence;



- (b) (**non-payment of interest**) the Issuer fails to pay any interest in respect of the Notes when due and the failure to pay continues for a period of 5 Business Days’;
- (c) (**other non-compliance**) the Issuer or the Guarantor:
  - (i) fails to comply with any of its obligations in connection with a Note (other than, in respect of the Issuer, in relation to the payment of money referred to in paragraphs (a) and (b) above) or any Note Document; and
  - (ii) if the non-compliance is capable of remedy, it is not remedied within 10 Business Days’ after notice of such default shall have been given to the Issuer or the Guarantor by the Note Trustee specifying such non-compliance;
- (d) (**cross acceleration**) any Financial Indebtedness of the Guarantor for amounts totalling more than A\$5,000,000 (or its equivalent in any other currency) in aggregate:
  - (i) is not satisfied on the later of their due date or the end of any applicable grace period; or
  - (ii) has become due and payable before its scheduled maturity by reasons of a default, event of default or potential event of default (howsoever described).
- (e) (**insolvency**) the Issuer or the Guarantor:
  - (i) is, or under legislation is presumed or taken to be, Insolvent; or
  - (ii) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (f) (**obligations unenforceable**) a Note or any other Finance Document is or becomes (or is claimed to be by the Issuer, the Guarantor or anyone on their behalf) wholly or any part of a material provision of it void, voidable or unenforceable or a Note or any other Finance Document ceases to wholly or in relation to any part of a material provision of it have full force and effect or the whole or any part of a material provision of it is declared by any court of competent jurisdiction to be void or unenforceable;
- (g) (**no litigation**) any judgement or award, or judgements or awards, in an amount exceeding in aggregate A\$5,000,000 (or its equivalent in any other currency) are obtained against the Issuer or any of its assets and are not set aside or satisfied within 30 days unless the Issuer is diligently and in good faith pursuing an appeal;
- (h) (**cessation of business**) the Issuer or the Guarantor ceases to carry on business generally and no other body corporate assumes the business of that person, other than for the purposes of a solvent reconstruction or amalgamation; and
- (i) (**enforcement against assets**) any expropriation, attachment, sequestration, distress or execution is levied or enforced against any asset or assets of the Issuer.

## 11.2 Notification

If an Event of Default occurs, the Issuer or the Guarantor must promptly (and in any event within 2 days) after becoming aware of it notify the Note Trustee, the Registrar and the Noteholders of the occurrence of the Event of Default (specifying details of it).

## 11.3 Consequences of an Event of Default

Subject to the Priority Deed, if the Note Trustee is notified of an Event of Default in accordance with Condition 11.2 or otherwise has knowledge of an Event of Default which is subsisting, the Note Trustee must:

- (a) in the case of an Event of Default under Condition 11.1(a) (“non-payment of principal”), Condition 11.1(b) (“non-payment of interest”) or Condition 11.1(e) (“insolvency”), give written notice to the Security Trustee of that Event of Default in accordance with the Security Trust Deed;

- (b) convene a meeting of the Noteholders; and
- (c) if and only if so directed by way of a resolution of Noteholders holding at least 25 per cent. of the Outstanding Principal Amount of the Notes (which will be a “requisite number of Beneficiaries” for the purposes of clause 10.7 (“Acceleration and Enforcement”) of the Security Trust Deed and a “Requisite Majority” for the purposes of clause 10.10(a) (“Acceleration and Enforcement”) of the Security Trust Deed):
  - (i) by written notice (an **Acceleration Notice**), declare in respect of the Notes the Redemption Amount (together with all accrued interest and all other amounts payable under each Note) to be due and payable immediately or on such other date specified in the Acceleration Notice; and
  - (ii) give written notice to the Security Trustee of the delivery of the Acceleration Notice in accordance with clause 10.8 (“Acceleration and Enforcement”) of the Security Trust Deed; and
  - (iii) if permitted to do so in accordance with the Security Trust Deed, give an instruction to the Security Trustee under clause 10.10 (“Acceleration and Enforcement”) of the Security Trust Deed.

#### **11.4 Enforcement through Note Trustee**

- (a) Subject to paragraph (b), the Noteholders hold all rights through the Note Trustee and do not have any direct rights to enforcement against the Issuer.
- (b) Subject to the terms of the Security Trust Deed and the Priority Deed, a Noteholder may enforce its rights directly against the Issuer to enforce any right or remedy under or in respect of any Note or the Note Trust Deed if the Note Trustee, having become bound to do so, fails to enforce its rights against the Issuer within five days’ from the date that the Note Trustee is notified by a Noteholder of the failure, and such failure is continuing.

#### **11.5 Obligations of Note Trustee on occurrence of Event of Default**

The Note Trustee:

- (a) is under no obligation to monitor or make enquiries as to whether an Event of Default has occurred;
- (b) will rely only on the direction of the Noteholders, notification by the Security Trustee or notification by the Issuer in determining whether an Event of Default has occurred, and the Note Trustee is not to be regarded as having knowledge of the occurrence of an Event of Default in the absence of such direction or notification;
- (c) must promptly notify the Noteholders if it becomes aware of the occurrence of an Event of Default under paragraph (b) above;
- (d) will rely only on the direction of the Noteholders in determining whether to declare the Redemption Amount due and payable in accordance with Condition 11.3 (“Consequences of an Event of Default”);
- (e) is not responsible to the Issuer or any other party for the consequences of any action it takes, upon the resolutions of the Noteholders given in accordance with these Terms and Conditions or pursuant to an Extraordinary Resolution or an Ordinary Resolution; and
- (f) is not taken to have knowledge or to be aware of the passing of a resolution referred to in Condition 11.3(c) (“Consequences of an Event of Default”) or passing of an Extraordinary Resolution or an Ordinary Resolution referred to in paragraph (e) unless:
  - (i) it has convened or attended the meeting at which such resolution was passed; or
  - (ii) it receives a copy of such resolution certified as true and correct by the chairman of the meeting at which such resolution was passed; or

- (iii) in the case of such a resolution passed in writing, it has been presented with the instrument or instruments by which the resolution was passed within the Notification Period (as such term is defined in the Meetings Provisions) for entry into the minute books.

#### **11.6 Rights of holder of the NAB Second Ranking Security**

Following the occurrence of the relevant Event of Default, the Note Trustee acknowledges that under the Priority Deed the holder of the NAB Second Ranking Security may, among other things, exercise any of the following rights:

- (a) pay or prepay any amount payable by the Issuer or the Guarantor under the Notes;
- (b) cure the Event of Default where it may be remedied or the circumstances giving rise to that Event of Default may be remedied; or
- (c) where the Note Trustee exercises its rights pursuant to Condition 11.3(a) or (c), pay to each Noteholder the Outstanding Principal Amount together with accrued interest up to the date of payment or such other amount as may be agreed with each Noteholder,

in each case, within the timeframes and subject to the terms contained in the Priority Deed. The rights of Noteholders, the Note Trustee and the Security Trustee under the Finance Documents are qualified accordingly (and otherwise as set out in the Priority Deed).

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## **12 Prescription**

The Notes will become void unless claims in respect of principal and/or interest (as applicable) are made within a period of ten years (in the case of principal) and five years (in the case of interest) of the due date for that payment.

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## **13 Amendments**

- (a) Each of these Terms and Conditions and the Pricing Supplement may be amended, without the consent of any Noteholder:
  - (i) for the purposes of curing any ambiguity, or correcting or supplementing any defective or inconsistent provisions; or
  - (ii) in any other manner which the Issuer and the Note Trustee deem necessary or desirable,

and, in each case, which is not prejudicial to the interests of the Noteholders (in the opinion of the Note Trustee).

- (b) Each of these Terms and Conditions and the Pricing Supplement may otherwise be varied with the approval of the Noteholders by way of an Ordinary Resolution unless the variation affects timing or amount of payments, modifies or suspends the Maturity Dates or changes the Interest Rate or is another matter expressly set out in the Meeting Provisions as requiring an Extraordinary Resolution, in which case the approval of the Noteholders by way of an Extraordinary Resolution is required.
- (c) Any such modification or amendment shall be binding on the Noteholders and any such modification or amendment shall be notified to the Noteholders in accordance with Condition 14 (“Notices”) as soon as practicable after it has been made.

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## 14 Notices

### 14.1 Notices to the Issuer, the Guarantor, the Note Trustee, the Registrar and the Paying Agent

A notice or other communication to the Issuer, the Guarantor, the Note Trustee, the Registrar and the Paying Agent in connection with a Note must be in writing and may be sent by prepaid post or delivered to the address of the addressee, or by facsimile to the facsimile number of the addressee, specified in the section entitled “*Directory*” in the Information Memorandum or as otherwise agreed between those parties from time to time and notified by them to the Noteholders.

### 14.2 Notices to Noteholders

A notice or other communication to a Noteholder in connection with a Note must be in writing and may be given by:

- (a) an advertisement published in *The Australian Financial Review* or any other newspaper having general circulation in Australia or if an additional or alternate newspaper is specified in the Pricing Supplement, that newspaper;
- (b) prepaid post or delivery to the address of the Noteholder as shown in the Register at the close of business seven days prior to the despatch of the relevant notice or communication; or
- (c) if the relevant Note held by that Noteholder is lodged with and settled through the Austraclear System, the Issuer to the Registrar, who will in turn forward such notice or other communication to the operator of the Austraclear System for communication by that operator to the Noteholder.

### 14.3 Time when notice deemed effective

Unless a later time is specified in it a notice consent or other communication takes effect from the time it is received except where it is received after 5.00pm in the place of receipt or on a non-Business Day in that place in which case it will be taken to have been received at 9.00am on the next succeeding Business Day in that place. Any notice published in a newspaper will be deemed to have been given on the date of first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

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## 15 Further Issues

The Issuer may from time to time and without the consent of the Noteholders or the Note Trustee create and issue further Notes or securities or other similar instruments. The Issuer may issue further Notes so as to form a single Series with any Tranche of Notes.

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## 16 Meetings of Noteholders

Meetings of Noteholders may be convened in accordance with the Meeting Provisions. Any such meeting may consider any matters affecting the interests of Noteholders, including, without limitation, the variation of the terms of the Notes to the Issuer and the granting of approvals, consents and waivers, and the declaration of an Event of Default.

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## **17 Governing law and submission to jurisdiction**

### **17.1 Governing law**

The Notes are governed by, and shall be construed in accordance with, the laws of the State of New South Wales, Australia.

### **17.2 Jurisdiction**

Each of the Issuer and the Guarantor submits irrevocably and unconditionally to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and courts of appeal from them. Each of the Issuer and the Guarantor waives any right it has to object to a suit, action or proceedings being brought in those courts of the State of New South Wales, Australia, including by claiming that the proceedings been brought in an inconvenient forum or that those courts do not have jurisdiction.

## Form of Pricing Supplement – Fixed Rate Notes

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*The Pricing Supplement to be issued in respect of the Fixed Rate Notes will be substantially in the form set out below.*

Series No.: 1

Tranche No.: 1



**Civmec Holdings Pty Limited**  
(ACN 138 017 651)

(as *Issuer*)

**Issue of**

**A\$60,000,000 7.00% Fixed Rate Secured Notes due 30 November 2022**

**irrevocably and unconditionally guaranteed by**

**Civmec Limited**

**(ARBN 604 316 690) (ABN 50 604 316 690)**

(as *Guarantor*)

*Neither the Notes nor the Guarantee have been nor will be, registered under the U.S. Securities Act of 1933 as amended (Securities Act) or the securities laws of any state of the United States or any other jurisdiction. Neither the Notes nor the Guarantee may be offered or sold at any time within the United States or to, or for the account or benefit of, U.S. persons (within the meaning of Regulation S under the Securities Act), unless the Notes and the Guarantee are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available and other than in accordance with all applicable securities laws of any state of the United States and each other jurisdiction in which the Notes are offered or sold.*

The date of this Pricing Supplement is 22 November 2018.

This document constitutes the Pricing Supplement (as referred to in the Information Memorandum dated 22 November 2018 (the Information Memorandum)) relating to the issue of the Tranche of Notes referred to above. This Pricing Supplement is supplementary to, and should be read in conjunction with the Terms and Conditions of the Notes (the Terms and Conditions of the Notes) set out in the Information Memorandum and the Note Trust Deed made by the Issuer, the Guarantor and the Note Trustee and dated 22 November 2018, a copy of which is available for inspection during normal business hours at the office of the Registrar specified in the Information Memorandum.

Terms used in this Pricing Supplement which are not defined in it have the meaning given to them in the Terms and Conditions of the Notes.

The obligations of the Issuer under the Tranche of Notes issued by it pursuant to this Pricing Supplement are unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Note Trust Deed and are secured by the Issuer pursuant to the Security.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

1. Issuer: Civmec Holdings Pty Limited (ABN 85 138 017 651)
2. Guarantor: Civmec Limited (ARBN 604 316 690) (ABN 50 604 316 690)
3. Type of Notes: Fixed Rate Notes
4. Sole Lead Manager: National Australia Bank Limited (ABN 12 004 044 937)
5. Initial Subscriber: National Australia Bank Limited (ABN 12 004 044 937)
6. Place of offering: Inside and outside Australia
7. Issue Date: 30 November 2018
8. Maturity Date: 30 November 2022
9. Issue Price: 100 per cent. of the Aggregate Principal Amount
10. Aggregate Principal Amount of Tranche: A\$60,000,000
11. Currency of Denomination and Payment: Australian dollars
12. Denomination: A\$1,000
13. Minimum parcel size on initial issue: A\$50,000, subject to compliance with Condition 2.3(b)
14. Status of Notes: Condition 3 applies
15. Record Date: As per the Terms and Conditions
16. Note Trustee: Perpetual Corporate Trust Limited (ABN 99 000 341 533)
17. Issuing and Paying Agent: Perpetual Corporate Trust Limited (ABN 99 000 341 533)
18. Registrar: Perpetual Corporate Trust Limited (ABN 99 000 341 533)
19. Calculation Agent: Perpetual Corporate Trust Limited (ABN 99 000 341 533)
20. Security Trustee: P.T. Limited (ABN 67 004 454 666)
21. **PROVISIONS RELATING TO INTEREST** Condition 6
  - (a) Interest Accrual Date: Issue Date
  - (b) Interest Rate: 7.00 per cent., per annum payable semi-annually in arrear to (but excluding) the Maturity Date
  - (c) Interest Payment Dates: 30 May and 30 November in each year, commencing on 30 May 2019 up to and including the Maturity Date or, if

		redeemed earlier, an Optional Redemption Date
(d)	Fixed Coupon Amount:	A\$35.00 per A\$1,000 in principal amount payable semi-annually
(e)	Broken Amount(s):	Not Applicable
(f)	Applicable Business Day Convention:	(See definition of Business Day Convention in Condition 1.1 and see Condition 6.7)
	(i) for Interest Payment Dates:	Following Business Day Convention will apply
	(ii) any other date:	Following Business Day Convention will apply
(g)	Definition of Business Day:	As per the Terms and Conditions of the Notes
(h)	Day Count Basis:	RBA Bond Basis (See Condition 1.1)
(i)	Pricing Convention:	RBA Bond Basis
(j)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
(k)	Party responsible for calculating Interest Rate and Fixed Coupon Amount:	Calculation Agent
<b>22.</b>	<b>PROVISIONS RELATING TO REDEMPTION</b>	Condition 7
(a)	Noteholder put:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Noteholders on a Change of Control as set out in Condition 7.2
(b)	Issuer call:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Issuer as set out in Condition 7.3
(c)	Optional Redemption Date:	First Optional Redemption Date means 30 November 2020; Second Optional Redemption Date means 30 May 2021; Third Optional Redemption Date means 30 November 2021; and Fourth Optional Redemption Date means 30 May 2022; (See Condition 7.3)
(d)	Redemption for Tax reasons:	Applicable
(e)	Early Termination Amount of each Note payable on redemption for taxation reasons (if applicable) or on event of default and/or the method of calculating the same (if required or if	As per the Terms and Conditions



different from that set out  
in Condition 7.5 or  
Condition 11, as  
applicable):

23. Events of Default: Condition 11 applies

### General Provisions

24. Listing: Not Applicable
25. Clearing System: Austraclear System, Euroclear and Clearstream
26. Minimum transferable principal amount: Condition 5.3 applies
27. Australian interest withholding tax: It is the Issuer's intention that the Notes will be issued in a manner which will comply with the public offer test under section 128F of the *Income Tax Assessment Act 1936* (Cth)
28. Other terms or special conditions: Not Applicable
29. Austraclear Code: CVHL01
30. ISIN: AU3CB0258937

Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Pricing Supplement.

Date: 22 November 2018

### CONFIRMED

#### Issuer

**Signed, sealed and delivered by Civmec Holdings Pty Ltd** (ACN 138 017 651)  
in accordance with section 127 of the Corporations Act 2001:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (please print)

\_\_\_\_\_  
Name of director/company secretary (please print)

#### Guarantor

**Signed for and on behalf of Civmec Limited** (ARBN 604 316 690) (ABN 50 604 316 690)

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

## Selling Restrictions

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Under the Subscription Agreement dated 22 November 2018 between the Issuer, the Guarantor, the Sole Lead Manager and the Initial Subscriber (the **Subscription Agreement**) and subject to the Terms and Conditions contained in the Information Memorandum, the Notes will be offered by the Issuer through the Sole Lead Manager and the Initial Subscriber. The Issuer will have the sole right to accept any offers to purchase Notes and may reject any such offer in whole or (subject to the terms of such offer) in part.

None of the Issuer, the Guarantor, the Sole Lead Manager or the Initial Subscriber has represented that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.

Persons into whose hands this Information Memorandum comes are required by the Issuer, the Guarantor, the Sole Lead Manager and the Initial Subscriber to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Notes under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and none of the Issuer, the Guarantor, the Sole Lead Manager and the Initial Subscriber has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

The following selling restrictions apply to Notes.

This document does not constitute an offer of the Notes in any jurisdiction in which it would be unlawful. In particular, this document may not be distributed to any person, and the Notes may not be offered or sold, in any country outside Australia except to the extent permitted below.

### **United States**

The Notes and the Guarantee have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (Regulation S) or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Sole Lead Manager agrees that it will not offer or sell Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Paying Agent, by the Sole Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to the Sole Lead Manager to whom it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### **Australia**

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (**ASIC**). The Sole Lead Manager and the Initial Subscriber has represented and agreed, that it has not (directly

or indirectly) made or invited, and will not make or invite, an offer of the Notes for issue, purchase or sale in Australia (including an offer or invitation which is received by a person in Australia), and:

- has not distributed or published, and will not distribute or publish, any prospectus, offering circular or any other offering material or advertisement relating to the Notes in Australia; and
- has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia),

unless (a) the aggregate consideration payable by each offeree or invitee in Australia (including any person who receives an offer or invitation or offering materials in Australia) is at least A\$500,000 (or its equivalent in other currencies, in either case, disregarding moneys lent by the offeror or its associates), or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act, (b) such action complies with all applicable laws, regulations and directives in Australia (including without limitation, the licencing requirements set out in Chapter 7 of the Corporations Act), (c) such action does not require any document to be lodged with ASIC, and (d) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act.

For the purposes of this selling restriction, the Notes include interests or rights in the Notes held in the Austraclear System.

The Sole Lead Manager and the Initial Subscriber have agreed in the Subscription Agreement to offer the Notes for sale in a manner which will allow payments of interest or amounts in the nature of interest on the Notes to be exempt from Australian withholding tax under section 128F of the Tax Act, as amended. In particular, the Sole Lead Manager and the Initial Subscriber has agreed that it will not sell Notes to any person if, at the time of sale the relevant officers or employees of Sole Lead Manager and the Initial Subscriber (as applicable) effecting the sale or otherwise directly involved in the offer, invitation or sale knew or had reasonable grounds to suspect that as a result of such sale, any Note or an interest in any Notes was being, or would later be, acquired (directly or indirectly) by an Offshore Associate of the relevant Issuer (other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act).

An **Offshore Associate** of the Issuer means an associate (as defined in section 128F of the Tax Act) of the Issuer that is either a non-resident of the Commonwealth of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or a resident of Australia that acquires the Notes in carrying on business at or through a permanent establishment outside of Australia.

## **New Zealand**

No action may be taken to permit the Notes to be offered or sold to any retail investor, or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 of New Zealand (the **FMCA**). In particular, no product disclosure statement under the FMCA has been or will be prepared or lodged in New Zealand in relation to the Notes.

The Sole Lead Manager and the Initial Subscriber has represented and agreed that it has not offered, sold or delivered and will not directly or indirectly offer, sell or deliver any Notes in New Zealand and it will not distribute any offering memorandum or advertisement in relation to any offer of Notes, in New Zealand other than to “wholesale investors” as that term is defined in clauses 3(2) and 3(3) of Schedule 1 to the FMCA, being:

- (a) a person who is and who has certified that they are:
  - (i) an “investment business”;
  - (ii) “large”; or
  - (iii) a “Government Agency”,in each case as defined in Schedule 1 to the FMCA; or

- (b) a person that meets and who has certified that they meet the “investment activity criteria” specified in clause 38 of Schedule 1 to the FMCA; or
- (c) a person who has certified that they are an “eligible investor” in accordance with clause 41 of Schedule 1 to the FMCA; or
- (d) a person who invests a minimum amount of NZ\$750,000 in the Notes.

No person may distribute this Information Memorandum, any series notice, terms or any information or other material that may constitute an advertisement (as defined in the FMCA) in relation to any offer of the Notes in New Zealand other than to any such persons as referred to in the applicable paragraphs above.

The following warning statement applies in relation to those New Zealand investors who are “wholesale investors” solely by reason of the minimum amount payable by them on acceptance of the offer being at least NZ\$750,000:

***Warning***

*The law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important to make an informed decision.*

*The usual rules do not apply to this offer because there is an exclusion for offers where the amount invested upfront by the investor (plus any other investments the investor has already made in the financial products) is NZ\$750,000 or more. As a result of this exclusion, you may not receive a complete and balanced set of information. You will also have fewer other legal protections for this investment.*

*Investments of this kind are not suitable for retail investors.*

*Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.*

# Taxation

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## Australian Taxation

### Australian Taxation Summary

The following taxation summary is of a general nature only and addresses only some of the key Australian tax implications that may arise for a prospective Noteholder as a result of acquiring, holding or transferring Notes issued by the Issuer. The following is not intended to be and should not be taken as a comprehensive taxation summary for a prospective Noteholder.

The taxation summary is based on the Australian taxation laws in force (including the *Income Tax Assessment Act 1936 (Cth)* and *Income Tax Assessment Act 1997 (Cth)* (together, the **Tax Act**)) and the administrative practices of the Australian Taxation Office (the **ATO**) generally accepted as at the date of this Information Memorandum. Any of these may change in the future without notice and legislation introduced to give effect to announcements may contain provisions that are currently not contemplated and may have retroactive effect.

Prospective Noteholders should consult their professional advisers in relation to their tax position.

A term used below but not otherwise defined has the meaning given to it in the Conditions.

This summary applies to Noteholders that are:

- (a) residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia (**Australian Noteholders**); and
- (b) non-residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, and residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia (**Non-Australian Noteholders**).

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person).

Prospective Noteholders of the Notes should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that Series of Notes. Information regarding taxes in respect of Notes may also be set out in the Pricing Supplement.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular Noteholder of the Note. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

### Australian Interest Withholding Tax

The Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies), including for the purposes of Australian interest withholding tax imposed under Division 11A of Part III of the Tax Act (**Australian IWT**) and dividend withholding tax. For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts. The Issuer intends to issue Notes which are to be characterised as “debt interests” for the purposes of the tests contained in Division 974 and the returns paid on the Notes are to be “interest” for the purpose of section 128F of the Tax Act.

### *Australian Noteholders*

Payments of interest in respect of the Notes to Australian Noteholders will not be subject to Australian IWT.

### *Non-Australian Noteholders*

Australian IWT is payable at a rate of 10% of the gross amount of interest paid by the Issuer to a Non-Australian Noteholder, unless an exemption is available.

#### *(a) Section 128F exemption from Australian IWT*

An exemption from Australian IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Tax Act are satisfied.

Unless otherwise specified in the Pricing Supplement (or another relevant supplement to this Information Memorandum), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Tax Act) when it issues the Notes and when interest is paid;
- (ii) the Notes are issued in a manner which satisfies the "public offer" test in section 128F of the Tax Act.

In relation to the Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
  - offers to 100 or more investors of a certain type;
  - offers of listed Notes;
  - offers via publicly available information sources; or
  - offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods;
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in the Notes) were being, or would later be, acquired, directly or indirectly, by an "associate" of the Issuer, except as permitted by section 128F(5) of the Tax Act (see below); and
  - (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an "associate" of the Issuer, except as permitted by section 128F(6) of the Tax Act (see below).

For the purposes of sections 128F(5) and (6) of the Tax Act (see items (iii) and (iv) above), an "associate" of the Issuer does not include:

- (i) an Australian Noteholder; or
- (ii) a Non-Australian Noteholder that is acting in the capacity of:
  - (A) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the Corporations Act 2001 of Australia); or

- (B) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the Corporations Act 2001 of Australia).

(b) *Exemptions under certain double tax conventions*

The Australian government has signed new or amended double tax conventions (**New Treaties**) with a number of countries (each a **Specified Country**). The New Treaties apply to interest derived by a resident of a Specified Country.

Broadly, the New Treaties effectively prevent IWT applying to interest derived by:

- governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a “financial institution” resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back to back loan or an economically equivalent arrangement will not qualify for this exemption.

The IWT exemptions in the New Treaties may be relevant if the section 128F exemption did not apply.

The Australian Federal Treasury maintains a listing of Australia’s double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation. This listing is available to the public on the Federal Treasury’s Department website. Each Noteholder should seek professional tax advice in relation to how a double tax convention may apply to their particular circumstances.

(c) *Payment of additional amounts*

As set out in more detail in the Conditions for the Notes, and unless expressly provided to the contrary in the Pricing Supplement (or another relevant supplement to this Information Memorandum), if the Issuer is at any time required by law to withhold or deduct an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia in respect of the Notes, the Issuer must, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that each Noteholder is entitled to receive (at the time the payment is due) the amount it would have received if no withholdings or deductions had been required to be made. If the Issuer is required to pay additional amounts in relation to any Notes, the Issuer will have the option to redeem those Notes in accordance with the Conditions.

### **Other Tax Matters**

Under Australian laws as presently in effect:

- *death duties* – no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes;
- *TFN withholding* - withholding tax is imposed (see below in relation to the rate of withholding tax) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (**TFN**), (in certain circumstances) an Australian Business Number (**ABN**) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Tax Act are satisfied with respect to the Notes, then such withholding should not apply to payments to a Non-Australian Noteholder that is a non-resident of Australia for Australian tax purposes.

A withholding rate of 47% will apply for the 2018-19 income year. In the 2017 Australian Federal Budget, the Government announced that it proposed to increase the Medicare Levy by 0.5%

from 1 July 2019. If this announcement is enacted in the manner as proposed, a withholding rate of 47.5% is expected to apply for the 2019-20 income year and income years thereafter;

- *additional withholdings from certain payments to non-residents* - the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored;
- *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a Noteholder of the Notes any amount in respect of Australian tax payable by the Noteholder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;
- *supply withholding tax* - payments in respect of the Notes can be made free and clear of any “supply withholding tax”; and
- *goods and services tax (GST)* - neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.



*Issuer*

**Civmec Holdings Pty Limited**

16 Nautical Drive  
Henderson WA 6166

Telephone: +61 8 9437 6288  
Facsimile: +61 8 9437 6188  
Attention: Justine Campbell - Chief Financial Officer

*Guarantor*

**Civmec Limited**

**Principal Office and  
Contact Details**

16 Nautical Drive  
Henderson WA 6166

Telephone: +61 8 9437 6288  
Facsimile: +61 8 9437 6188  
Attention: Justine Campbell - Chief Financial Officer

***Registered Office***

80 Robinson Road, #02-00  
Singapore 0668898

Telephone: + 65 6256 3333  
Facsimile: +65 6236 4399  
Attention: Justine Campbell - Chief Financial Officer

*Sole Lead Manager and Initial Subscriber*

**National Australia Bank Limited**

(ABN 12 004 044 937 and AFSL No. 230686)

Level 22  
255 George Street  
Sydney NSW 2000

Telephone: + 61 2 9376 4011  
Attention: Director, Debt Markets

*Registrar, Issuing Agent, Paying Agent and Calculation Agent*

**Perpetual Corporate Trust Limited**

Level 18, Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone: + 61 2 9229 9000  
Email: [Securitisations@perpetual.com.au](mailto:Securitisations@perpetual.com.au)  
Attention: Manager, Client Services Team

*Note Trustee*

**Perpetual Corporate Trust Limited**

Level 18, Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone: + 61 2 9229 9000  
Email: [csf.team@perpetual.com.au](mailto:csf.team@perpetual.com.au)  
Attention: Manager, Corporate Securities

*Security Trustee*

**P.T. Limited**

Level 18, Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone: + 61 2 9229 9000  
Email: [csf.team@perpetual.com.au](mailto:csf.team@perpetual.com.au)  
Attention: Manager, Corporate Securities