

## Section 708A(12C)(e) Cleansing Notice

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### Convertible Securities Agreement

Imugene Limited ACN 009 179 551 (ASX:IMU) (**Company**) provides this notice under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as amended by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82* (**Cleansing Notice**).

The Company confirms that:

- (a) the securities described below will be issued without disclosure to an investor under Part 6D.2 of the Corporations Act; and
- (b) this Cleansing Notice has been given in accordance with section 708A(12C)(e) of the Corporations Act.

The issue of this Cleansing Notice enables the fully paid ordinary shares in the capital of the Company (**Shares**) issued upon the conversion of the convertible notes issued by the Company on the terms described below (**Convertible Notes**) and warrants issued by the Company on the terms described below (**Noteholder Warrants**) to be on-sold to retail investors without further disclosure.

This Cleansing Notice is important and should be read in its entirety.

### 1. BACKGROUND

#### 1.1 Subscription Agreement

As announced to ASX on 23rd December 2024, Imugene has entered into a subscription agreement with the **Noteholder (Subscription Agreement)**, an affiliate of Heights Capital Management (**Heights**), an investment arm of Susquehanna International Group, LLP (**Susquehanna**), to raise up to \$46 million via the issue of the Convertible Notes and the exercise of the Noteholder Warrants granted as part of the convertible note issue (the **Convertible Note Raising**). Heights has been investing in innovative firms in biotech, healthcare, engineering, technology and other sectors since 1996.

Pursuant to the terms of the Subscription Agreement:

- (a) the Noteholder has agreed to subscribe for, and the Company has agreed to issue to the Noteholder, \$20 million worth of convertible notes (**Convertible Notes**); and
- (b) concurrently, the Company has agreed to grant to the Noteholder 526,315,789 unlisted warrants to subscribe for up to 526,315,789 Shares (**Noteholder Warrants**). If fully exercised at the Exercise Price, the Noteholder Warrants will provide the Company with up to an additional \$26 million.

The capital raised by the Convertible Note Raising is intended to be used to fund Imugene's ongoing clinical trial pipeline including azer-cel, onCARlytics and VAXINIA.



### **Convertible Notes**

A summary of the material terms of the Convertible Notes is set out in Table 1 of Annexure A of this Explanatory Memorandum.

### **Noteholder Warrants**

A summary of the material terms of the Noteholder Warrants is set out in Annexure B of this Explanatory Memorandum.

For further information in relation to the Subscription Agreement, please refer to the Company's announcements dated 23 December 2024.

The Company will issue the Convertible Notes and Noteholder Warrants today.

## **2. CONTENTS OF THIS CLEANSING NOTICE**

This Cleansing Notice sets out the following:

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

The following definitions apply to the extent used in this notice:

<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>ASX Listing Rules</b>	means the Listing Rules of ASX.
<b>Board</b>	means the board of directors of the Company as constituted from time to time.
<b>Change of Control Amount</b>	has the meaning given to that term in section 10.
<b>Company</b>	means Imugene Limited ACN 009 179 551.
<b>Convertible Note Raising</b>	has the meaning given to that term in section 1.



<b>Convertible Notes</b>	has the meaning given to that term in section 2.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Corporations Regulations</b>	means the <i>Corporations Regulations 2001</i> (Cth).
<b>Directors</b>	means the directors of the Company.
<b>Eligible Shareholders</b>	means the existing Shareholders of the Company eligible to participate in the SPP.
<b>Equity Securities</b>	has the meaning set out in the Listing Rules.
<b>Exercise Price</b>	has the meaning given to that term in Annexure B.
<b>Explanatory Memorandum</b>	means the explanatory memorandum attached to the Notice of Meeting.
<b>Extraordinary General Meeting</b>	means the Company's extraordinary general meeting the subject of this Notice of Meeting.
<b>Floor Price</b>	means \$0.019, being an amount equal to 50% of the Reference Price.
<b>Issue Date</b>	means the date on which the Convertible Notes and Noteholder Warrants will be issued to the Noteholder.
<b>Licence Agreement</b>	means the licence agreement between the Company and Precision Biosciences Inc. (NASDAQ GS: DTIL) on 16 August 2023.
<b>Listing Rules</b>	means the listing rules of ASX.
<b>Material Adverse Effect</b>	means a material adverse effect on: <ul style="list-style-type: none"> <li>the ability of the Company to perform its obligations under the terms of issue of the Convertible Notes or the Noteholder Warrants of the Subscription Agreement; or</li> <li>the business, operation, property, financial condition, financial performance or prospects of the Company and its subsidiaries.</li> </ul>
<b>Maturity Date</b>	has the meaning given to that term in Table 1 of Annexure A.
<b>Meeting</b>	means this notice of meeting and includes the Explanatory Memorandum.
<b>Noteholder</b>	means CVI Investments, Inc. (an affiliate of Heights Capital Management, which is part of Susquehanna International Group, LLP).
<b>Noteholder Warrants</b>	has the meaning given to the term in section 2(b).
<b>Notice or Notice of Meeting</b>	means this Notice of Extraordinary General Meeting, including the Explanatory Memorandum and the Proxy Form.
<b>Proxy Form</b>	means the proxy form attached to this Notice of Meeting.
<b>Redemption Amounts</b>	has the meaning given in Table 1 of Annexure A.
<b>Reference Price</b>	means the closing price of Shares on ASX on the trading day immediately prior to the date of announcement of the issue of the Convertible Notes and Noteholder Warrants.



<b>Share</b>	means a fully paid ordinary share in the capital of the Company.
<b>Shareholder</b>	means a person who is the registered holder of a share/shares in the Company.
<b>Substitute Property</b>	has the meaning given to that term in Annexure B.
<b>Subscription Agreement</b>	means the subscription agreement entered into between the Company and the Noteholder dated 23 <sup>rd</sup> December 2024 pursuant to which the Company has agreed to issue the Convertible Notes and Noteholder Warrants to the Noteholder.
<b>Susquehanna</b>	means Susquehanna International Group LLP.

### **3. THE EFFECT OF THE ISSUE ON THE COMPANY**

#### **3.1 Effect of the issue on the Company**

The principal effect of the issue of the Convertible Notes and Noteholder Warrants on the Company will be:

- (a) to increase the Company's cash reserves by up to \$20,000,000 upon issue of the Convertible Notes and by up to a further \$26 million if the Noteholder Warrants are exercised;
- (b) to increase the number of Convertible Notes on issue from 0 to 20,000,000 and the number of Noteholder Warrants from 0 to 526,315,789;
- (c) subject to the terms and conditions of the Convertible Notes and Noteholder Warrants.

The terms of the Convertible Notes and the Noteholder Warrants and effects of issue are summarized in Annexure A and Annexure B respectively.

#### **3.2 Other securities currently on issue**

The Company currently has the following securities on issue:

##### **Quoted +securities**

###### **ASX +security code and description**

###### **Total number of +securities on issue**

IMU : ORDINARY FULLY PAID 7,457,433,979

IMUOE : OPTION EXPIRING 31-AUG-2026 737,734,384

###### **Unquoted +securities (total number of each +class of +securities issued but not quoted on ASX)**

###### **ASX +security code and description**

###### **Total number of**

###### **+securities on issue**

IMUAAJ : OPTION EXPIRING 18-SEP-2026 EX \$0.188 3,875,000

IMUAAK : OPTION EXPIRING 30-SEP-2026 EX \$0.24 14,000,000

IMUAZ : OPTION EXPIRING 23-DEC-2024 EX \$0.45 311,075



IMUAAF : OPTION EXPIRING 31-MAR-2026 EX \$0.33 200,000,001

IMUAAD : OPTION EXPIRING 30-JUN-2026 EX \$0.18 1,500,000

IMUAAE : OPTION EXPIRING 01-JUL-2026 EX \$0.188 1,540,000

IMUAY : OPTION EXPIRING 30-APR-2025 EX \$0.19 45,000,000

IMUAAL : OPTION EXPIRING 03-JAN-2027 EX \$0.142 773,534

IMUAAM : OPTION EXPIRING 09-JAN-2027 EX \$0.154 804,461

IMUAAG : OPTION EXPIRING 30-JUN-2026 EX \$0.306 38,015,538

IMUAAH : OPTION EXPIRING 29-SEP-2026 EX \$0.184 1,700,000

IMUAAI : OPTION EXPIRING 14-DEC-2026 EX \$0.40 3,000,000

IMUAAB : OPTION EXPIRING 01-FEB-2025 EX \$0.45 2,000,000

IMUAAA : OPTION EXPIRING 01-FEB-2026 EX \$0.40 1,000,000

IMUAAN : RESTRICTED STOCK UNITS 109,982,353

IMUA AO : PERFORMANCE RIGHTS AWARD 34,192,635

IMUAAP : OPTION EXPIRING 13-SEP-2028 EX \$0.067 18,000,000

IMUA AQ : OPTION EXPIRING 13-SEP-2028 EX \$0.091 12,000,000

#### **4. RIGHTS AND LIABILITIES ATTACHING TO SHARES ISSUED ON CONVERSION**

The Shares issued to the on the conversion of the Convertible Notes and Noteholder Warrants will rank equally in all respects with all of the Company's existing Shares.

Under the Subscription Agreement, the Company is required to apply to ASX for quotation of the Shares issued on conversion of the Convertible Notes and Noteholder Warrants.

Full details of the rights and liabilities attaching to Shares are set out in the Company's constitution, a copy of which can be inspected free of charge, at the Company's registered office during normal business hours.

The following is a broad summary of the rights, privileges and restrictions attaching to all Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of the Shareholders.

##### **(a) General meetings**

Each Shareholder is entitled to receive notice of, and to attend and vote at, general meetings of the Company and to receive all notices, accounts and other documents required to be sent to Shareholders under the Company's constitution (**Constitution**), the Corporations Act or the ASX Listing Rules.

##### **(b) Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at a general meeting of the Company every holder of fully paid ordinary Shares present in person or by an attorney; representative or proxy has one vote on a show of hands (unless a member has appointed 2 proxies) and one vote per share on a poll.



A person who holds a share which is not fully paid is entitled, on a poll, to a fraction of a vote equal to the proportion which the amount paid bears to the total issue price of the share.

Where there are 2 or more joint holders of a Share and more than one of them is present at a meeting and tenders a vote in respect of the Share, the Company will count only the vote cast by the Shareholder whose name appears first in the Company's Share register.

(c) Variation of Rights

Unless otherwise provided by the terms of issue of a class of shares and subject to the Corporations Act, the rights attached to the shares in any class may be varied or cancelled only with the written consent of the holders of at least three-quarters of the issued shares of the affected class, or by special resolution passed at a separate meeting of the holders of the issued shares of the affected class.

(d) Transfer of Shares

Subject to the Constitution, the Corporations Act and ASX Listing Rules, Shares are freely transferable.

(e) Dividends

The Directors may from time to time determine dividends to be distributed to Shareholders according to their rights and interests. The Directors may fix the time for distribution and the methods of distribution. Subject to the terms of issue of shares, the Company may pay a dividend on one class of shares to the exclusion of another class.

Each Share carries the right to participate in the dividend in the same proportion that the amount for the time being paid on the Share (not credited) bears to the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

(f) Winding-up

Subject to the rights of holders of shares with special rights in a winding-up and the Corporations Act, if the Company is wound up all monies and property that are to be distributed among Shareholders on a winding-up, the liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any Shares or other securities in respect of which there is any liability.

(g) Shareholder liability

As the Shares to be issued on the conversion of the Convertible Notes will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(h) Alteration of Constitution

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.



## 5. COMPLIANCE WITH DISCLOSURE OBLIGATIONS

The Company is a “disclosing entity” under the Corporations Act and, as such, is subject to regular reporting and disclosure obligations under both the Corporations Act and the ASX Listing Rules.

These obligations require the Company to notify ASX of information about specific events and matters as they arise. In particular, the Company is obliged to continuously disclose to the market immediately any information which a reasonable person would expect to have a material effect on the price or the value of the Shares.

The Company is also required to prepare and lodge with ASIC yearly and half yearly financial statements accompanied by a directors’ statement and report, and an audit report or review. Copies of documents lodged with ASIC in relation to the Company may be obtained from, or inspected at, an ASIC office.

The Company will provide a copy of each of the following documents, free of charge, to any person on request:

- (a) the annual financial report most recently lodged by the Company with ASIC, being the financial report of the Company for the year ended 30 June 2024;
- (b) any half-year financial report lodged by the Company with ASIC after the lodgement of the annual financial report referred to in paragraph (a) and before the lodgement of this Cleansing Notice with ASX; and
- (c) any continuous disclosure notices given by the Company to ASX after the lodgement of the annual financial report referred to in paragraph (a) and before the lodgement of this Cleansing Notice with ASX.

A list of the continuous disclosure notices given by the Company to ASX after lodgement of the annual financial report referred to in paragraph (a) above and before the lodgement of this Cleansing Notice with ASX is set out in the table below.

22/01/2025	Results of Meeting
22/01/2025	Imugene EGM Presentation
10/01/2025	Application for quotation of securities - IMU
10/01/2025	Imugene Receives \$11.7m R&D Tax Refund
03/01/2025	First Australian Patient Dosed in Phase 1b azer-cel Trial
24/12/2024	Proposed issue of securities - IMU
23/12/2024	Notice of Extraordinary General Meeting/Proxy Form
23/12/2024	Issuance of Convertible Notes & Warrants for up to \$46m
20/12/2024	Azer-cel Accepted for Presentation at ASTCT Tandem Meetings
19/12/2024	Imugene Confirms Pending Receipt of c.\$11m R&D Tax Refund



20/11/2024	Updated Appendix 3Z
20/11/2024	Final Director's Interest Notice
15/11/2024	Director Resignation
14/11/2024	Imugene 2024 AGM Results
14/11/2024	Imugene AGM Presentation
11/11/2024	onCARlytics Trial Doses First Patient in IT Combination Arm
08/11/2024	Imugene Opens First Australian Site for azer-cel Trial
05/11/2024	Complete Response in MAST Study Maintained Over Two Years
31/10/2024	Quarterly Activities/Appendix 4C Cash Flow Report
14/10/2024	Notification regarding unquoted securities - IMU
14/10/2024	Notification of cessation of securities - IMU
14/10/2024	Application for quotation of securities - IMU
14/10/2024	Notice of Annual General Meeting/Proxy Form
30/09/2024	Change of Director's Interest Notice - PH
18/09/2024	Imugene Receives Orphan Drug Designation for VAXINIA
11/09/2024	Appendix 2A
09/09/2024	Imugene Corporate Presentation
04/09/2024	Cleansing Notice
04/09/2024	Application for quotation of securities - IMU
04/09/2024	Imugene Azer-cel Webinar Presentation
03/09/2024	Imugene Webinar - Azer-cel Trial Update
02/09/2024	Three Complete Responses in Azer-Cel Phase 1b Trial
30/08/2024	Imugene ESG Report 2024
30/08/2024	Corporate Governance Statement 2024 and Appendix 4G
30/08/2024	Appendix 4E and Annual Report

## 6. INFORMATION EXCLUDED FROM CONTINUOUS DISCLOSURE NOTICES

As at the date of this Cleansing Notice, the Company advises that it has fully complied with its disclosure obligations under the ASX Listing Rules and the Corporations Act, and, in particular, there is no information which the Company has excluded from any of its continuous disclosure notices given in accordance with the ASX Listing Rules and the





Corporations Act as at the date of this Cleansing Notice which it would be reasonable for investors and their professional advisors to require for the purpose of making an informed assessment of:

- (a) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and
- (b) the rights and liabilities attaching to the Convertible Notes and Noteholder Warrants.



## Annexure A

### Material terms of Convertible Notes

<b>Face value</b>	Each Convertible Note has a face value of \$100,000 (with an aggregate face value of \$20 million for all of the Convertible Notes).
<b>Who can convert the Convertible Notes</b>	Each Convertible Note can be converted by the Noteholder in accordance with the terms and conditions of the Convertible Notes.
<b>Entitlement</b>	<p>Subject as provided in the terms and conditions of the Convertible Notes, each Convertible Note entitles the Noteholder to convert each Convertible Note at the then applicable conversion price, into Shares credited as fully-paid.</p> <p>Specifically, if converted into Shares, each Convertible Note entitles its holder to such number of Shares calculated in accordance with the following formula:</p> $N = \frac{FV}{C}$ <p>where:</p> <ul style="list-style-type: none"> <li>N = the number of Shares to be issued by the Company, rounded down to the nearest whole number;</li> <li>FV = the aggregate outstanding face value of the Convertible Notes on the applicable conversion date (subject to the terms and conditions of the Convertible Notes, as summarised in this Annexure B); and</li> <li>C = the relevant 'conversion price' (subject to the terms and conditions as summarised in this Annexure A) on the applicable conversion date.</li> </ul> <p>Refer to Table 2 of Annexure A for worked examples showing how the conversion formula operates in practice.</p>
<b>Maturity Date</b>	The Convertible Notes have a maturity date of 5 years from the Issue Date.
<b>Interest</b>	The Convertible Notes do not bear interest.
<b>Conversion right</b>	<p>The Noteholder may convert the Convertible Notes into Shares (in all or in part) at any time from the Issue Date at a conversion price initially set at 125% of the Reference Price.</p> <p>A conversion right may only be exercised in respect of five (5) or more Convertible Notes.</p>
<b>Automatic conversion price and, Floor Price adjustments</b>	<p>At each 6-month date after the Issue Date, the conversion price shall be adjusted to be the lower of:</p> <ul style="list-style-type: none"> <li>the then prevailing conversion price; or</li> </ul>



	<ul style="list-style-type: none"> <li>the sum of 90% of the 'current market price'<sup>1</sup> on the relevant adjustment date (rounded to four decimal places), subject to a minimum conversion price equal to 50% of the Reference Price (the <b>Floor Price</b>).</li> </ul> <p>The conversion price is adjustable on the occurrence of certain standard dilutive events, including but not limited to stock splits, consolidations and capital distributions in relation to Shares. Similarly, the Floor Price is subject to adjustment for such dilutive events. In addition, if a reorganisation occurs in respect of the Company, the Convertible Notes must be treated in accordance with the ASX Listing Rules.</p> <p>To the extent the Company issues any equity securities below the prevailing "conversion price", the prevailing conversion price for that period will be reduced to the effective price of such issue, but subject at all times to a minimum price equal to the Floor Price at the time.</p>
<b>Automatic redemption</b>	<p>Starting 6 months after the Issue Date, the Convertible Notes shall amortise in equal semi-annual instalments (<b>Redemption Amounts</b>). Subject to the satisfaction of certain conditions and the Noteholder's right to defer (as described below), these Redemption Amounts may be settled in cash or Shares at the Company's option. If the Company elects to:</p> <ul style="list-style-type: none"> <li>pay in cash, the Company shall make a payment equal to 110% of the Redemption Amount due on that date; and</li> <li>repay in Shares, the quantity of Shares shall be the Redemption Amount due on that date divided by the then applicable adjusted conversion price.</li> </ul> <p>These automatic redemptions are subject to the Noteholder's right to defer some or all of any such amount to a subsequent redemption date and added to a subsequent Redemption Amount.</p>
<b>Early redemption at the option of the Noteholder</b>	<p>On the 3rd and 4th anniversary of the Issue Date, the Noteholder may request via a redemption notice that the Company redeems all or part of the then outstanding Convertible Notes at a repurchase price equal to 100% of the then outstanding amount of the Convertible Notes.</p>
<b>Maximum dilution and ownership cap</b>	<p>The imposition of the Floor Price means that the maximum number of Shares that can be issued from the conversion of the Convertible Notes is capped at 1,052,631,579 Shares.<sup>2</sup></p> <p>Separately, at all times the Noteholder is subject to a maximum ownership cap in Shares of 9.9%. In the event the Convertible Notes become fully convertible, conversion will first be into as many Shares</p>

<sup>1</sup> All references in this Notice to the 'current market price' is as defined in the terms of issue of the Convertible Notes but generally means in respect of a Share on a particular date, the lower of: (a) the closing price of the Share on the trading day immediately preceding such date; and (b) the lowest daily volume weighted average price for the Shares during the 5-trading day period immediately preceding such date (subject to certain prescribed adjustments).

<sup>2</sup> Subject to adjustment if the Floor Price is adjusted.



	as possible given this ownership cap, with the remainder paid by the Company in cash.
<b>Redemption rights</b>	The Convertible Notes also entitle the Noteholder (at its election) to specific redemption payments if a 'change of control' in the Company or certain prescribed events of default occur, such payments calculated in accordance with prescribed formulas under the terms and conditions of the Convertible Notes.
<b>Quotation of Convertible Notes and Shares issued on conversion of Convertible Notes</b>	<ul style="list-style-type: none"> <li>Each Convertible Note will not be quoted on the ASX.</li> <li>The Company will apply for quotation on the ASX of each Share issued on exercise of a Convertible Note.</li> </ul>
<b>Governing law</b>	New South Wales.

**Table 2: Examples of how the Convertible Notes convert at different conversion prices**

The examples in the table below are provided for illustrative purposes only and have been simplified for this purpose. To the extent of any inconsistency, the terms of the Convertible Notes prevail.

Conversion Price	\$0.0475	\$0.038	\$0.019
Convertible Note value	\$20,000,000	\$20,000,000	\$20,000,000
Number of shares on conversion	421,052,632	526,315,789	1,052,631,579

**Table 3: Examples of adjustments to the conversion price**

The following examples demonstrate the adjustment that would be made to the conversion price for a number of prescribed events. As with Annexure A, Table 2, for illustrative purposes, the below examples assume the entire face value of the Convertible Notes of \$20 million remain outstanding at the time of the relevant adjustment event (but also excludes the treatment of any accrued interest at the time).

	Conversion price	Number of shares converted	Undiluted holding	Ownership limit
Initial Conversion Price (125% of Reference Price)	\$0.0475	421,052,632	5.7%	9.9%
90% of current market price	\$0.0342	584,795,322	7.9%	9.9%



Floor Price (50% of Reference Price)

\$0.0190

1,052,631,579

14.1%

9.9%



## Annexure B

### Material terms of Noteholder Warrants

<b>Issue price</b>	The Noteholder Warrants will be issued for nil consideration.
<b>Exercise Price</b>	Each Noteholder Warrant is exercisable at \$0.0494, being 130% of the Reference Price (the <b>Exercise Price</b> ).
<b>Who can exercise the Noteholder Warrants?</b>	Each Noteholder Warrant can be exercised by its holder.
<b>Entitlement</b>	Each Noteholder Warrant is exercisable into one Share at the Exercise Price.
<b>Exercise period and expiry date</b>	Each Noteholder Warrant expires 5 years after the Issue Date (ie each Noteholder Warrant has a 5 year exercise period), upon the expiry of which, the Noteholder Warrants will automatically and immediately lapse.
<b>Anti-dilution adjustments</b>	Each Noteholder Warrant is subject to standard adjustment and anti-dilution provisions (which may adjust either the Exercise Price and/or the number of Shares that may be issued on exercise of a Noteholder Warrant, as applicable), provided that such adjustments are in accordance with the ASX Listing Rules.
<b>Quotation of Noteholder Warrants and Shares issued on exercise of Noteholder Warrants</b>	<ul style="list-style-type: none"> <li>Each Noteholder Warrant will not be quoted on the ASX.</li> <li>The Company will apply for quotation on the ASX of each Share issued on exercise of a Noteholder Warrant.</li> </ul>
<b>Participation in new issues</b>	A holder of a Noteholder Warrant does not have a right to participate in new issues of Shares without exercising the Noteholder Warrant and becoming the holder of Shares.
<b>Dividends</b>	A holder of a Noteholder Warrant is entitled to certain rights to the extent that the Company pays a cash or non-cash dividend, with any value leakage arising from such dividend compensated through either additional warrants being issued, or cash being paid by the Company.
<b>Right to elect cancellation of Noteholder Warrants for the Change of Control Amount on a 'change of control'</b>	<p>If there is a 'change of control' of the Company (as defined in the terms of the Noteholder Warrants, which includes if 50% of the Shares are acquired under a takeover bid or if a scheme of arrangement in respect of the Company is approved), the holder of a Noteholder Warrant may elect to have the Noteholder Warrants that it holds cancelled by the Company. In consideration, the warrant holder will receive the Change of Control Amount.</p> <p>The Change of Control Amount is calculated in accordance with the Black-Scholes option pricing model using the 'OV' function on</p>



	Bloomberg, using certain prescribed variables in accordance with the terms of the Noteholder Warrants.
<b>Rights to Substitute Property on Change of Control</b>	<p>Subject to the ASX Listing Rules, if there is a 'change of control' and the holder of a Share will be issued or receive shares, stock, securities, other equity interests or assets in respect of that Share (<b>Substitute Property</b>), then the Company must make appropriate provision to ensure that each Noteholder Warrant gives the holder the right to acquire and receive the Substitute Property at the Exercise Price in effect immediately prior to the 'change of control.</p> <p>The Company must not effect any 'change of control' if its obligations under the Noteholder Warrants will be assumed by a successor entity, unless the successor entity assumes the obligation to deliver to each such holder of a Noteholder Warrant upon exercise of the Noteholder Warrant the Substitute Property.</p>
<b>Governing law</b>	New South Wales.