

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

**To** Company Name/Scheme      Lantern Hotel Group (ASX: LTN)  
being a stapled entity comprising of  
Lantern Real Estate Trust (ARSN 108 982 627) and  
Lantern Hotel Group Limited (ABN 71 145 967 899)

### 1. Details of substantial holder (1)

Name      CVC Limited  
ACN / ARSN (if applicable)      002 700 361

The holder became a substantial holder on      05 / 03 / 2014

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Stapled securities	103,724,222	103,724,222	11.74%

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
CVC Limited	Call Option Deed over securities by virtue of s. 608(8) of the Corporations Act. attached as Annexure A.	Stapled securities 103,724,222

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Millinium Asset Services Pty Limited (ABN 79 145 380 972) ATF the Borg Fund	Millinium Asset Services Pty Limited (ABN 79 145 380 972) ATF the Borg Fund	Millinium Asset Services Pty Limited (ABN 79 145 380 972) ATF the Borg Fund	Stapled securities 103,724,222

### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
CVC Limited	5/3/2014	\$30,000		Stapled securities 103,724,222

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

**7. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
CVC Limited	Level 42, 259 George Street, Sydney NSW 2000

**Signature**

print name John Hunter capacity Company Secretary  
 sign here  date 06 / 03 / 2014

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations A.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A- CALL OPTION DEED

THIS IS ANNEXURE A OF 13 PAGES  
REFERRED TO IN FORM 603  
NOTICE OF INITIAL SUBSTANTIAL  
HOLDER

Thomsonslawyers®

SIGNED BY ME!



JOAN THOMPSON  
COMPANY SECRETARY  
6/3/2014

**CALL OPTION DEED**

between

**Millinium Asset Services Pty Limited**  
ABN 79 145 380 972  
as trustee for The Borg Fund  
(Millinium)

and

**CVC Limited**  
ABN 34 002 700 361  
(CVC)

Level 25, 1 O'Connell Street  
Sydney NSW 2000 Australia  
T +61 2 8248 5800 • F +61 2 8248 5899

[www.thomsonslawyers.com.au](http://www.thomsonslawyers.com.au)

Sydney  
Melbourne  
Brisbane  
Adelaide

THIS DEED is made on

5 MARCH

2014

between **Millinium Asset Services Pty Limited** ABN 79 145 380 972 as trustee for the Borg Fund of Level 11, 77 King Street, Sydney NSW 2000 (**Millinium**)

and **CVC Limited** ABN 34 002 700 361 of Level 42 Suncorp Place, 259 George Street, Sydney NSW 2000 (**CVC**)

## RECITALS

- A. Millinium holds stapled securities in the Lantern Hotel Group (including the Call Option Securities) as trustee of the Borg Fund.
- B. Millinium has agreed to grant to CVC the Call Option on the terms and conditions of this deed.

**NOW IT IS COVENANTED AND AGREED** as follows:

## 1. DEFINITIONS AND INTERPRETATION

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### 1.1 Definitions

In this deed, the following definitions apply unless the context requires otherwise:

**Business Day** means a day that is not a Saturday, Sunday, bank holiday or public holiday in Sydney, Australia.

**Call Option** means the right, but not the obligation, of CVC to compel Millinium to sell the Call Option Securities to CVC or to CVC's Nominated Purchaser for the Purchase Price in accordance with the terms of this deed.

**Call Option Fee** means Thirty thousand Australian dollars (A\$30,000.00).

**Call Option Securities** means One hundred and three million seven hundred and twenty-four thousand two hundred and twenty-two (103,724,222) Securities held by Millinium as trustee of the Fund.

**Completion** means the completion of the transfer of the Call Option Securities in accordance with this deed.

**Completion Date** means the 5<sup>th</sup> Business Day after the date of the Exercise Notice.

**Encumbrance** means an interest or power:

- (a) reserved in or over an interest in any asset; or
- (b) created or otherwise arising in or over any interest in any asset under a mortgage, security, charge, lien, pledge, trust or power,

and includes any agreement to grant or create any of the above.

**Exercise Notice** means a notice substantially in the form of Schedule 1.

**Exercise Period** means the period beginning on the date of this deed and ending on 30<sup>th</sup> September 2014, or 31<sup>st</sup> March 2015 if CVC extends the Exercise Period in accordance with clause 2.7.

**Fund** means the managed investment scheme known as the Borg Fund.

**Lantern Hotel Group** means the business comprising Lantern Real Estate Trust ARSN 108 982 627 and Lantern Hotel Group Limited ABN 71 145 967 899.

**Nominated Purchaser** means a purchaser of the Call Option Securities nominated by CVC in the Exercise Notice.

**Option Extension Fee** means Thirty thousand Australian dollars (A\$30,000.00).

**Purchase Price** means Seven million four hundred and sixty-eight thousand, one hundred and forty-three Australian dollars and ninety-eight cents (A\$7,468,143.98).

**Securities** means stapled securities each comprising one unit in Lantern Real Estate Trust ARSN 108 982 627 and one share in Lantern Hotel Group Limited ABN 71 145 967 899.

**Warranties** means the statements set out in clause 6.1 of this deed.

## 1.2 Interpretation

In this deed, the following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) reference to any legislation or any provision of any legislation includes any amendment, modification, consolidation or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments of, and regulations issued under, the legislation;
- (c) other grammatical forms of defined words and expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule, annexure or exhibit is a reference to a clause or paragraph of, or schedule, annexure or exhibit to, this deed and a reference to this deed includes its schedules, annexures and exhibits;
- (e) words importing persons or companies include firms, bodies corporate, unincorporated associations or authorities;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (g) headings are for ease of reference only and do not affect the construction of this deed;
- (h) a reference to '\$' or 'dollar' is a reference to the amount in the lawful currency of Australia;
- (i) if any day appointed or specified by this deed for the payment of any money falls on a day which is not a Business Day the day appointed or specified is deemed to be the next Business Day;
- (j) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia even if the obligation is to be performed elsewhere;

- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (l) "including" and similar expressions are not words of limitation.

## **2. CALL OPTION**

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- 2.1 In consideration of the Call Option Fee, which Millinium by its execution of this deed acknowledges having received in full, Millinium grants to CVC the Call Option.
- 2.2 CVC may, at any time during the Exercise Period exercise the Call Option by delivering to Millinium a duly signed Exercise Notice.
- 2.3 If CVC does not exercise the Call Option during the Exercise Period the Call Option lapses.
- 2.4 If CVC exercises the Call Option during the Exercise Period, then subject to clause 2.5 CVC must purchase the Call Option Securities in accordance with the Exercise Notice and Millinium must sell the Call Option Securities to CVC:
  - (a) on the Completion Date;
  - (b) for the Purchase Price;
  - (c) free of all Encumbrances; and
  - (d) with all rights, including dividend and voting rights, attached or accrued to the Call Option Securities on or after Completion. If CVC exercises the Call Option during the Exercise Period, it may nominate a person (the **Nominated Purchaser**) to purchase the Call Option Securities, in accordance with the Exercise Notice and if CVC does so, Millinium must sell the Call Option Securities to the Nominated Purchaser:
    - (a) on the Completion Date;
    - (b) for the Purchase Price;
    - (c) free of all Encumbrances; and
    - (d) with all rights, including dividend and voting rights, attached or accrued to the Call Option Securities on or after Completion. If CVC nominates a Nominated Purchaser, then CVC guarantees the payment by the Nominated Purchaser of the Purchase Price.
- 2.7 **Option Extension**

CVC has the right to extend the Exercise Period to 31<sup>st</sup> March 2015 by notifying Millinium prior to 30<sup>th</sup> September 2014 of its extension of the Exercise Period and paying to Millinium the Option Extension Fee.
- 2.8 **Contingent Fee**

If CVC exercises the Call Option and at any time during the subsequent period of 6 months the 30 day volume weighted average price of the Securities is greater than eight cents per Security, then CVC will pay Millinium a fee of Sixty thousand Australian dollars (A\$60,000.00) as an addition to the Purchase Price within 5 Business Days of the day on which the 30 day volume weighted average price of the Securities first exceeds eight cents per Security.

## 2.9 Distributions During Exercise Period

If Lantern Hotel Group makes a distribution, pays a dividend or makes a return of capital after the date of this deed, then the Purchase Price will be reduced by an amount equal to the amount of such a distribution, dividend or capital received by Millinium in respect of the Call Option Securities.

## 3. UNDERTAKINGS AND ACKNOWLEDGEMENT BY MILLINIUM

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- 3.1 Millinium covenants in favour of CVC that, Millinium will not without the prior written consent of CVC, transfer any of the Securities to any person until the earlier of:
- (a) CVC or the Nominated Purchaser taking transfer of the Call Option Securities after CVC exercising the Call Option; or
  - (b) the end of the Exercise Period.
- 3.2 CVC acknowledges that Millinium owns Securities other than the Call Option Securities, and nothing in this clause prevents Millinium dealing in Securities provided that Millinium at all times retains a number of Securities equal to the number of Call Option Securities.
- 3.3 **Voting Rights**

Millinium agrees that during the Exercise Period it will immediately on demand by CVC, and as many times as CVC may so demand –

- (a) appoint any person or persons nominated by CVC to be its proxy or and exercise all voting rights attached to the Call Option Securities; and
- (b) sign and deliver to CVC a notice prepared by CVC exercising any right attached to the Call Option Securities to request, call for or convene a meeting of the holders of Securities

provided that Millinium shall not be required to provide such appointment, proxy or notice in respect of the nomination or appointment of any person as director of Lantern Hotel Group Limited unless Millinium has consented to the nomination or appointment, which consent shall not be unreasonably delayed or withheld.

## 3.4 Acknowledgment of CVC Relevant Interest

Millinium acknowledges and agrees that upon execution of this Deed, and pursuant to its provisions, CVC will have a relevant interest in the Call Option Securities (as well as the Securities CVC already holds) and will be obliged to lodge the required notices with Lantern Hotel Group and the ASX in that regard and naming Millinium on behalf of the Fund in such notices.

## 4. COMPLETION

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- 4.1 Completion must take place on the Completion Date at 10am at the offices of Thomsons Lawyers, Level 25, 1 O'Connell Street, Sydney NSW 2000, Australia, or at another place agreed by CVC and Millinium.
- 4.2 At Completion Millinium must procure the delivery to CVC (or the Nominated Purchaser, as the case may be) of all of the following documents:
- (a) A transfer form, in registrable form, in favour of CVC (or the Nominated Purchaser) duly signed by Millinium in respect of the Call Option Securities;

- (b) Confirmation in a form satisfactory to CVC, acting reasonably, that the Call Option Securities are free from Encumbrances;
  - (c) All existing certificates issued to CVC in respect of the Call Option Securities; and
  - (d) Such other documents as may be necessary to give good title to the Call Option Securities to CVC (or the Nominated Purchaser).
- 4.3 At Completion, CVC must deliver, or procure that the Nominated Purchaser delivers, to Millinium payment of the Purchase Price in immediately available funds, in the manner as directed by Millinium in writing.

## **5. ATTORNEY**

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- 5.1 Millinium acknowledges and agrees that if it breaches clause 44, then Millinium irrevocably appoints any person so nominated by CVC (Attorney) as its true and lawful attorney with the power to execute such documents and do all such things as may be necessary or desirable to complete Millinium's obligations under clause 4.
- 5.2 Should the Attorney exercise the power of attorney granted to them in pursuant to clause 5.1 Millinium must:
- (a) ratify and confirm all that is lawfully done under such power of attorney; and
  - (b) hold harmless and indemnify such person in relation to their lawful exercise of the power of attorney.

## **6. WARRANTIES**

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- 6.1 Subject to the terms of this deed, Millinium represents and warrants to CVC that each of the following statements is true and accurate at the date of this deed and will be true and accurate on Completion:
- (a) it is the legal and beneficial owner of the Call Option Securities;
  - (b) the Call Option Securities are fully paid;
  - (c) it has full authority and all necessary consents to enter into and perform this deed, and has complete and unrestricted power and right to sell, assign and transfer the Call Option Securities to the Nominated Purchaser;
  - (d) the execution and delivery of this deed has been properly authorised by all necessary corporate action of it;
  - (e) this deed constitutes a legal, valid and binding obligation on it enforceable in accordance with its terms by appropriate legal remedy;
  - (f) this deed and its completion does not or will not (as the case may be) conflict with or result in a breach of or default under any provision of its constitution or any material term or provision of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
  - (g) on Completion, there will be no:
    - (i) Encumbrances over or affecting the Call Option Securities, other than as agreed by CVC;

- (ii) options or other entitlements over the Call Option Securities (other than under this deed);
  - (iii) restrictions on the transfer of the Call Option Securities to CVC (or the Nominated Purchaser);
  - (h) it has not become bankrupt or insolvent, made any composition or voluntary arrangements or entered into any deed of arrangement with its creditors.
- 6.2 The Warranties survive this deed and apply as at the times expressly stated in the Warranties.

## **7. CONSEQUENCES IF COMPLETION CANNOT OCCUR**

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- 7.1 If, at any time during the Exercise Period, CVC exercises the Call Option in accordance with clause 2.2 but, because of Millinium's duty to vote in the best interests of the beneficiaries of the Borg Fund at any meeting of holders of the Securities and/or Millinium no longer being the registered holder of (or no longer having the capacity to transfer to CVC) the Call Option Securities and/or any other legal impediment or alleged legal impediment, Millinium reasonably determines that it is unable to transfer the Call Option Securities to CVC in accordance with clause 4 (**Completion Impediment**), then the following will apply:
- (a) Millinium will notify CVC of the Completion Impediment;
  - (b) Millinium will use its best endeavours to overcome the Completion Impediment, including by expeditiously taking such proceedings at its cost as it may be advised have reasonable prospects of overcoming the Completion Impediment; and
  - (c) if Millinium is unable to overcome the Completion Impediment, having used its best endeavours to do so, and Completion does not occur in accordance with clause 4 because of the Completion Impediment, then Millinium will:
    - (i) no later than 5 pm on the date that would have been the Completion Date under CVC's Exercise Notice, pay to CVC an amount equal to the sum of:
      - (A) the Call Option Fee paid;
      - (B) the Option Extension Fee paid (if any); and
      - (C) the legal costs incurred by CVC for the purpose of entering into this deed,subject to a maximum total payment of \$100,000.00; and
    - (ii) (if at any time from the date of this deed until 6 months after the date that would have been the Completion Date under CVC's Exercise Notice (**Relevant 6 Month Period**), Millinium sells, disposes or otherwise relinquishes (or enters into an agreement to sell, dispose or otherwise relinquish) its rights, title and interest in any of the Call Option Securities to a person other than CVC (**Subsequent Disposal**)) pay to CVC, within 2 Business Days after Millinium receives consideration for the Subsequent Disposal, an amount determined by applying the following formula:  
$$A = (B - C) \times D$$
where:

A means the amount to be paid by Millinium to CVC under this clause 7.1(c)(ii);

B means the price per Security received by Millinium pursuant to the Subsequent Disposal (or the deemed price per Security if the consideration for the Subsequent Disposal is not paid in cash);

C means \$0.072; and

D means the number of Call Option Securities subject to the Subsequent Disposal,

provided that:

- (A) if after having applied the above formula, A is either zero or a negative number then neither party is required to make any payment under this clause 7.1(c)(ii); and
- (B) if there are multiple Subsequent Disposals over the Relevant 6 Month Period, then this clause 7.1(c)(ii) will apply to each such Subsequent Disposal,

such payments pursuant to clauses 7.1(c)(i) and 7.1(c)(ii) being in full satisfaction of any claim for damages CVC may otherwise have had for Millinium's failure to transfer the Call Option Securities to CVC or to otherwise fulfil its obligations under this deed.

7.2 For the avoidance of any doubt:

- (a) Nothing in this clause 7 limits the operation of clause 3.1; and
- (b) Clause 2.8 continues to apply if Completion does not occur for the reasons described in clause 7.1(c).

## **8. TRUSTEE WARRANTY AND LIMITATION OF LIABILITY**

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### **8.1 Warranty and Limitation of Liability**

Millinium warrants that it is the sole trustee of the Borg Fund, and has the power and authority to enter into this deed and perform its obligations under this deed in that capacity and to be indemnified out of the assets of the Borg Fund as trustee of the Borg Fund, subject to the limitations set out in this clause 8. The Trustee has entered into, and will incur Obligations under, this deed only in its capacity as trustee of the Borg Fund (**Fund**) and in no other capacity.

This deed can be enforced against Millinium only to the extent to which Millinium is indemnified out of the assets of the Fund. This limitation applies despite any other provision of this deed and extends to all obligations of Millinium under this deed.

### **8.2 Suing the Trustee**

CVC acknowledges and agrees that it cannot sue Millinium in any capacity other than as trustee of the Fund, including to seek the appointment of a receiver (except in relation to property of the Fund), a liquidator, an administrator or any similar person to Millinium or prove in any liquidation, administration or arrangement of or affecting Millinium (except in relation to the assets of the Fund).

**8.3 Millinium's fraud, negligence or breach of trust**

- (a) Clauses 8.1 and 8.2 do not apply to the extent that, under the trust deed establishing the Fund or by operation of law, there is a reduction of Millinium's indemnification out of the assets of the Fund as a result of Millinium's fraud, negligence or breach of trust.
- (b) Millinium is not to be regarded as being negligent or in breach of trust to the extent to which any failure by Millinium to satisfy its obligations under this deed has been caused or contributed to by a failure by any other person to fulfil its obligations in relation to the Fund or any other act or omission of another person.

**8.4 Agents, etc**

No attorney, agent, receiver, or receiver and manager appointed in accordance with this deed has authority to act on behalf of the Trustee in any way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of the Trustee for the purposes of clause 8.3.

**8.5 Contractual limitation of liability**

Millinium is not obliged to do or refrain from doing anything under this deed (including incur any liability) unless Millinium's liability is limited in the same manner as set out in clauses 8.1 to 8.4.

**9. GENERAL**

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9.1 This deed represents the entire agreement between the parties and supersedes all prior discussions, agreements, and understandings. All modification or variation of this deed must be in writing and signed by both parties.

9.2 In addition to any other mode of service permitted by law, a notice, demand, consent, approval or communication under this deed must be in writing, in English and signed on behalf of the sender, and delivered to the recipient's address for service identified below:

(a) For Millinium:

- (i) Address: Level 11, 77 King Street, Sydney NSW 2000
- (ii) Email: twallace@millinium.com.au
- (iii) Attention: Tom Wallace

(b) For CVC:

- (i) Address: Level 42 Suncorp Place, 259 George Street, Sydney NSW 2000
- (ii) Fax number: +61 2 9087 8088
- (iii) Attention: The Company Secretary

With a copy to:

- (i) Name: Thomsons Lawyers
- (ii) Address: Level 25 1 O'Connell Street Sydney NSW 2000

(iii) Fax number: +61 2 8248 5899

(iv) Attention: Mr David Zwi

- 9.3 A party may only assign this deed or a right under this deed with the prior written consent of each other party.
- 9.4 No right under this deed is deemed to be waived except by notice signed by each party. A waiver will not prejudice such party's rights against the other in respect of any subsequent breach.
- 9.5 If the issued capital of Lantern is reconstructed by way of consolidation or division, then the number of Securities to be transferred pursuant to the exercise of the Option are to be adjusted to ensure the rights of CVC are not unfairly prejudiced or unfairly benefited by the reconstruction.
- 9.6 If any provision of this deed is held to be invalid, unenforceable or illegal for any reason, this deed remains otherwise in full force apart from such provision which will be deemed deleted.
- 9.7 The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.
- 9.8 Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.
- 9.9 This deed may be executed in any number of counterparts as may be deemed necessary or convenient and all such counterparts taken together will be deemed to constitute one and the same instrument. Where this deed is executed by way of counterparts, those counterparts, duly executed, may be exchanged by facsimile or email, with the originals to follow by courier or prepaid post.
- 9.10 The laws of New South Wales, Australia apply to this deed to the exclusion of any other law and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia for any proceedings in connection with this deed.
- 9.11 Millinium acknowledges that CVC will be required to issue a notice in accordance with the Corporations Act. Both parties acknowledge that the other may be required to disclose the existence and terms of this deed in accordance with law or the Listing Rules of the Australian Securities Exchange.

## Schedule 1

### Form of Exercise Notice

Date: [insert]

To: [insert]

Dear Sir

#### Call Option Deed: Exercise Notice

We refer to the Call Option Deed dated [ ] 2014 between Millinium Asset Services Pty Limited ABN 79 145 380 972 as trustee for The Borg Fund ARSN [xxx] and CVC Limited (CVC) (**Deed**).

Capitalised terms used but not defined in this notice have the meanings given to those terms in the Deed.

CVC gives notice to Millinium under clause 2.2 of the Deed that it exercises the Call Option granted by Millinium to CVC in respect of the Call Option Securities.

[CVC nominates [insert name] of [address and facsimile number] as the Nominated Purchaser under the Deed.]

Completion of the transfer of the Call Option Securities by Millinium is to occur on the Completion Date, which is [insert date] (being the 5th Business Day after the date of this Notice) in accordance with clause 4 of the Deed.

Yours faithfully

**Executed by CVC Limited** ABN 34 002  
700 361 in accordance with section 127 of  
the *Corporations Act 2001* (Cth):

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\*Director/\*Company Secretary

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Director

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Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)

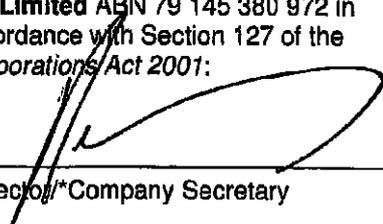
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Name of Director  
(BLOCK LETTERS)

\*please delete as appropriate

**EXECUTED** as a deed

**Executed by Millinium Asset Services  
Pty Limited ABN 79 145 380 972 in  
accordance with Section 127 of the  
Corporations Act 2001:**

  
\_\_\_\_\_  
\*Director/\*Company Secretary

DAVID GREY  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

  
\_\_\_\_\_  
Director

TOM WALLACE  
\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

**Executed by CVC Limited ABN 34 002  
700 361 in accordance with section 127 of  
the Corporations Act 2001 (Cth):**

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

**EXECUTED** as a deed

**Executed by Millinium Asset Services  
Pty Limited ABN 79 145 380 972 in  
accordance with Section 127 of the  
Corporations Act 2001:**

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Director

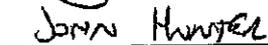
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

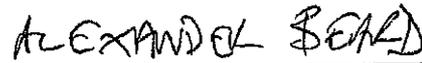
\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

**Executed by CVC Limited ABN 34 002  
700 361 in accordance with section 127 of  
the Corporations Act 2001 (Cth):**

  
\_\_\_\_\_  
\*Director/\*Company Secretary

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

  
\_\_\_\_\_  
\*Name of Director  
(BLOCK LETTERS)