CVC Limited

Replacement Prospectus

Offer of unsecured convertible notes to raise $60 million.

EVANS DIXON

Lead Manager

ABN 34 002 700 361

WARNING – CVC Notes offered under this replacement Prospectus may not be suitable for some investors. Their overall complexity may make them difficult to understand and the risks associated with the CVC Notes could result in the loss of all your investment. If you do not fully understand how they work or the risks associated with them, you should obtain professional advice.

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Important Information for Applicants

This Prospectus is an important document and requires your immediate attention. It should be read in its entirety. Your investment decision regarding the Offer should be based upon the information contained in this Prospectus, the information disclosed by the Company to the ASX in compliance with its continuous disclosure obligations, and any advice which you determine is necessary or appropriate to inform your decision regarding the Offer. If you do not understand any part of this Prospectus, you should consult your accountant, tax adviser, stockbroker, solicitor or other professional adviser.

The enclosed Application Form is important. Please refer to the instructions in Section 7 of this Prospectus regarding your application under the Offer.

About This Prospectus

This is a replacement Prospectus issued by CVC Limited ABN 34 002 700 361 (Company or CVC) and is an invitation to apply for redeemable, unsecured, convertible notes (CVC Notes) each with a face value of $100 (Offer). This replacement Prospectus dated 7 June 2018 was lodged with ASIC on that date. This replacement Prospectus replaces the Original Prospectus dated 30 May 2018. ASIC and ASX and their respective officers take no responsibility for the contents of this Prospectus.

The expiry date of this Prospectus is the date that is 13 months after the date of the Original Prospectus. No CVC Notes will be issued on the basis of this Prospectus after the expiry date.

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Prospectus. Any information or representation not contained in this Prospectus may not be relied upon as having been authorised by CVC in connection with the Offer. Neither CVC, the Lead Manager nor any other person warrants the future performance of CVC or any return on any investment made under this Prospectus, except as required by law and then, only to the extent so required.

In making an investment decision, Applicants must rely on their own examination and assessment of the Offer, including the terms and conditions of the Offer and the merits and risks involved. Various risks may affect the future operating and financial performance of CVC and the value of an investment in CVC. Some of these risks are discussed in more detail in Section 4 of this Prospectus.

Certain words and phrases used in this Prospectus have defined meanings set out in the Glossary in Section 9 of this Prospectus.

All financial amounts shown in this Prospectus are expressed in Australian dollars unless otherwise stated.

Transaction Specific Prospectus

This Prospectus is a transaction specific prospectus for an offer of CVC Notes which are convertible into continuously quoted securities (as defined in the Corporations Act) and has been prepared in accordance with ASIC Class Order 2016/83.

This transaction specific Prospectus is issued under section 713 of the Corporations Act which allows the issue of a more concise prospectus in relation to an offer . As such it does not contain the same level of disclosure as an initial public offering prospectus or a prospectus prepared in accordance with section 710 of the Corporations Act. This Prospectus is therefore intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not contain the same level of disclosure as an initial public offering prospectus

In providing information in this Prospectus, regard has been had to the fact that CVC is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

Intermediary Authorisation

The Company does not hold an Australian Financial Services Licence (AFSL) under the Corporations Act necessary to carry out the Offer under this Prospectus. Accordingly, the Offer will be made under an arrangement between the Company and Evans and Partners Pty Limited ABN 85 125 338 785 as holder of an AFSL under section 911A(2)(b) of the Corporations Act, to act as Authorised Intermediary. The Company has authorised the Authorised Intermediary to invite people to apply for and to arrange for the issue of the CVC Notes under the Offer and the Company will only issue the CVC Notes in accordance with those offers and no others.

The Lead Manager will manage the Offer on behalf of the Company.

The Lead Manager and the Authorised Intermediary's functions must not be considered as an endorsement of the Offer, nor a recommendation of the suitability of the Offer for any investor. The Lead Manager does not guarantee the success or performance of the Company or the returns (if any) to be received by an investor. Neither the Lead Manager nor any other Licensee is responsible for, or has caused the issue of, this Prospectus.

Future Performance

Except as required by law and then only to the extent required, neither CVC nor any other person warrants the future performance of CVC or any return on any investment made pursuant to this Prospectus. To the extent information contained in this Prospectus constitutes forward-looking statements they are subject to various risks and uncertainties. CVC's actual results, performance or achievements could be significantly different from the results or objectives expressed in, or implied by, any forward-looking statements in this Prospectus. This Prospectus details some important risk factors that could cause CVC's actual results to differ from the forward-looking statements made in this Prospectus.

Further details regarding these risks, and other risks which may affect CVC or an investment in CVC, are contained in Section 4 of this Prospectus.

Responsibility Statement by Trustee

The Trustee, AET Corporate Trust Pty Limited (ABN 12 106 424 088):

(a) has not authorised or caused the issue, submission, dispatch or provision of this Prospectus and does not make any statement or purport to make any statement in this Prospectus or any statement on which a statement in this Prospectus is based;

(b) nor any of its directors, employees, officers, affiliates, agents, advisors, intermediaries or related body corporate (each a 'related person') assumes any responsibility for the accuracy or completeness of any information contained in this Prospectus;

(c) to the maximum extent permitted by law expressly disclaims all liability in respect of, makes no representation or any statement regarding, and takes no responsibility for, any part of this Prospectus, or any statements in, or omissions from this Prospectus, other than the references to its name and the statement(s) and/or report(s) (if any) specified below and included in this Prospectus with its written consent;

(d) has given, and has not, before the lodgement of this Prospectus with ASIC withdrawn, its written consent to be named in this Prospectus in the form and content in which it is named;

(e) nor any related person makes any representation as to the truth and accuracy of the contents of this Prospectus;

(f) has relied on CVC for the accuracy of the contents of this Prospectus; and

(g) nor any related person makes any representation or warranty as to the performance of the CVC Notes or the payment of interest or redemption of CVC Notes.

No Representations Other Than in This Prospectus

You should rely only on information in this Prospectus. No person is authorised to provide any information or to make any representations in connection with the Offer which are not contained in this Prospectus. Any information or representations not contained or incorporated by reference in this Prospectus may not be relied upon as having been authorised by CVC in connection with the Offer.

Restrictions in Foreign Jurisdictions

This Offer is being made in Australia and New Zealand only and this Prospectus does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer. No action has been taken to register or qualify the CVC Notes or the Offer or to otherwise permit a public offering of the CVC Notes in any jurisdiction outside Australia and New Zealand. The distribution of this Prospectus (including an electronic copy) in jurisdictions outside Australia and New Zealand may be restricted by law.

You should read the foreign selling restrictions (including, in particular, the restrictions in the United States and on US Persons) in Section 6.9. If you come into possession of this Prospectus in jurisdictions outside Australia and New Zealand, you should seek advice on, and observe, any such restrictions. If you fail to comply with such restrictions that failure may constitute a violation of applicable securities laws.

Past Performance Information

The financial information provided in this Prospectus is for information purposes only and is not a forecast of operating results to be expected in future periods. Past performance is not a reliable indication of future performance.

Electronic Prospectus

A copy of this Prospectus can be viewed/downloaded from CVC's website at www.cvc.com.au.

The Corporations Act prohibits any person passing onto another person an Application Form for the Offer unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered electronic version of this Prospectus. During the offer period, any person may obtain a hard copy of this Prospectus free of charge by contacting CVC.

Exposure Period

In accordance with Chapter 6D of the Corporations Act, the Original Prospectus dated 30 May 2018 was subject to an Exposure Period of 7 days from the date of lodgement of the Original Prospectus with ASIC.

The purpose of the Exposure Period was to enable the Original Prospectus to be examined by ASIC and market participants prior to the raising of funds under the Offer.

ASIC Corporations (Exposure Period) Instrument 2016/74 means that given the Exposure Period has expired, there is no additional exposure period under the Corporations Act for this replacement Prospectus.

Difference Between the Original Prospectus and This Replacement Prospectus

The key differences between the Original Prospectus and this replacement Prospectus are as follows:

(a) the Margin has been included in the Letter from the Chairman, Section 1.2 and the glossary in Section 9;

(b) this replacement Prospectus details an Offer of unsecured convertible notes to raise $60 million, a change from an offer of $50 million (with the ability to raise more or less) as detailed under the Original Prospectus. This revision has been reflected in the pro forma consolidated statement of financial position in Section 3.1(f) and in the financial information and metrics in Section 3.2;

(c) additional information has been included in regards to the use of proceeds of the Offer in Section 1.1;

(d) additional information has been included in section 4.3.13 regarding performance fees payable by CVC to Eildon Funds Management Limited;

(e) a table detailing the expenses of the Offer has been included in Section 3.1(f);

(f) additional information regarding the CVC funds management business segment has been included in Section 2.2.4. This details the value of this revenue stream and how CVC generates revenue from its funds management segment; and

(g) figure 13 has been updated to stipulate that the accumulation index assumes that dividends are reinvested and so measures both growth and dividend income.

No Withdrawal of Application

You cannot withdraw your Application once it has been lodged, except as permitted under the Corporations Act.

Providing Personal Information

You will be asked to provide personal information to CVC (directly or via its agents, including the Registrar) if you apply for any CVC Notes. See Section 6 for information on how CVC (and its agents, including the Registrar on its behalf) collects, holds and uses this personal information. You can also obtain a copy of CVC's privacy policy at http://www.cvc.com.au/wp-content/uploads/CVC-Privacy-Policy-final.pdf.

Incorporation by Reference

Information contained in or accessible through the documents or websites mentioned in this Prospectus does not form part of this Prospectus unless it is specifically stated that the document or website is incorporated by reference and forms part of this Prospectus.

This Prospectus Does Not Provide Investment Advice – You Should Seek Your Own Professional Investment Advice

The information in this Prospectus is not investment advice and has been prepared without taking into account your investment objectives, financial situation and particular needs (including financial and taxation considerations) as an investor. You should consider the appropriateness of the CVC Notes having regard to these factors before deciding to apply for any CVC Notes. It is important that you read the entire Prospectus (including the investment risks described in Section 4) and seek professional investment advice from your financial adviser or other professional adviser before deciding whether to apply for any CVC Notes.

Except for any liability which cannot be excluded by law, the Lead Manager and its respective directors, officers, employees and advisers expressly disclaims and does not accept any liability for the contents of this Prospectus, the CVC Notes or the Offer.

Important Information for New Zealand Investors

The Offer to New Zealand investors is a regulated Offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act and regulations made under the Corporations Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.

The Offer and the content of this Prospectus are principally governed by Australian rather than New Zealand law. The Corporations Act and regulations made under the Corporations Act set out how the Offer must be made.
There are differences in how financial products are regulated under Australian law, as opposed to New Zealand law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime. The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.

Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to this Offer. If you need to make a complaint about this Offer, please contact the Financial Markets Authority, New Zealand (http://www.fma.govt.nz). The Australian and New Zealand regulators will work together to settle your complaint.

The taxation treatment of Australian financial products is not the same as that for New Zealand financial products. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

The Offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.

If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.

If the financial products are able to be traded on a financial product market and you wish to trade the financial products through that market, you will have to make arrangements for a participant in that market to sell the financial products on your behalf. If the financial product market does not operate in New Zealand, the way in which the market operates, the regulation of participants in that market, and the information available to you about the financial products and trading may differ from financial product markets that operate in New Zealand.

Guidance for Retail Investors

Read this Prospectus in Full

If you are considering applying for any CVC Notes under the Offer, this Prospectus is important and should be read in its entirety. You should have particular regard to the:

- 'Investment overview' in Section 1;
- 'Investment risks' in Section 4; and
- 'Terms of Issue' in Section 8.

In considering whether to apply for any CVC Notes, it is important to consider all risks and other information regarding an investment in the CVC Notes in light of your particular investment objectives and circumstances.

CVC Notes are not deposit liabilities of CVC, are riskier than bank deposits and may not be suitable for some investors. Their overall complexity may make them difficult to understand and the risks associated with the CVC Notes could result in the loss of all of your investment.

Speak to Your Professional Adviser

You should seek professional advice from your stockbroker, solicitor, accountant or other independent and qualified professional adviser about the Offer.

ASIC has published guidance on how to choose a professional adviser on its MoneySmart website. You can also search 'choosing a financial adviser' at www.moneysmart.gov.au.

Consider the ASIC Guidance for Retail Investors

Further guidance on investing in debt securities can be found on ASIC's MoneySmart website at www.moneysmart.gov.au. A free copy of the ASIC guidance may also be obtained by calling ASIC on 1300 300 630 (from within Australia) or +61 3 5177 3988 (from outside Australia).

Letter From the Chairman

Dear Investor,

I am pleased to invite you to participate in CVC Limited's ('CVC') offer of redeemable, unsecured, convertible notes ('CVC Notes'). CVC Notes aim to provide investors with an investment offering regular interest payments with the possibility of converting into CVC Ordinary Shares, depending on the performance of CVC's share price over time, or alternatively repayment of the Face Value at maturity.

CVC is an ASX listed diversified investment company that invests capital through the CVC Group in a combination of listed and unlisted companies, property and funds management investments. These investments include but are not limited to:

- ASX listed companies and trusts;
- Private equity unlisted emerging and high growth companies;
- Direct and in-direct property exposure, including loans, preference equity, joint ventures and direct property; and
- Funds Management (Listed equities managers, property investment managers, debt managers and litigation funding managers).

Key terms of CVC Notes include:

- Face Value – each CVC Note will have a Face Value of $100;
- Interest payment – Quarterly paying, floating rate with a margin of 3.75% over the 90-day BBSW;
- Maturity – 22 June 2023 (if not already redeemed or converted);
- Convertibility – convertible into Ordinary Shares upon notice at a fixed Conversion Price (subject to adjustment for certain dilutionary and other capital transactions). The Conversion Price is initially set at $3.40, which represents a 30% premium to the average of the daily volume weighted average prices of CVC Ordinary Shares traded during the 10 Business Days prior to the date of lodgement of this Prospectus with ASIC;
- Size – $60 million;
- Ranking – unsecured and ranking for payment after any secured creditors are paid. CVC Notes rank ahead of CVC Ordinary Shares; and
- Liquidity – CVC Notes will be listed on ASX.

As at 31 December 2017, CVC Group had net assets of approximately $208.3 million.

This Prospectus contains further details of the Offer, the terms of the CVC Notes and a description of the risks associated with an investment in CVC Notes and CVC. The Company does not guarantee the future performance of the CVC Notes or the CVC Ordinary Shares. I encourage you to read the entire Prospectus carefully and consider the risks which are set out in Section 4 before deciding whether to participate in the Offer. If you are unsure whether CVC Notes are a suitable investment for you, you should consult your stockbroker, accountant or other professional adviser.

On behalf of the CVC Board, I invite you to consider participating in this investment opportunity.

Yours faithfully

John D Read
Non Executive Chairman
CVC Limited

Key Dates

Summary of Key Dates:

Announcement of CVC Notes Offer	30 May 2018
Offer opens	7 June 2018
Offer closes	18 June 2018
Settlement Date	21 June 2018
Issue of CVC Notes	22 June 2018
Despatch of holding statements	22 June 2018
CVC Notes expected to commence trading on ASX	25 June 2018
First Interest Payment Date	28 September 2018
Maturity Date	22 June 2023

1. These dates are indicative only. CVC reserves the right to change the dates without prior notice. If the Offer is withdrawn before the issue of the CVC Notes, all Application Monies received by CVC will be refunded (without interest) to Applicants as soon as practicable after the withdrawal.

Section 1: Overview of the Offer and CVC Notes

1.1 Key Features of the Offer		Further Information
Who is the issuer?	CVC Limited ABN 34 002 700 361 CVC is an ASX listed diversified investment company, deploying capital across a variety of asset classes including public companies, private equity, property and funds management. CVC is the ultimate holding company of the CVC Group.	Section 2
What are the business segments of CVC?	CVC's business currently includes: • Listed Equities (ASX listed companies and trusts); • Private Equity (Unlisted emerging and high growth companies); • Property (Direct and in-direct exposure, including loans, preference equity, joint ventures and direct property); and • Funds Management (investments in listed equities managers, property investment managers, debt managers and litigation funding managers)	Section 2.1 and Section 2.2
What is CVC's investment approach?	**Listed Equities** CVC adopts a value-based methodology in its investment selection of listed equities. This includes an analysis of company fundamentals such as price to earnings multiples, earnings growth, relativity of price to net tangible assets, multiples of free cash flow, dividend history, competitive market positioning and arbitrage opportunities. Active management of key strategic investments via assistance with both acquisitive and organic growth and operational and financial restructuring is important for the success of listed equity investments. **Private Equity** CVC applies an established methodology to identify, target, negotiate, conduct due diligence and structure a potential private equity investment opportunity. CVC regularly adopts a patient approach to investment selection, subsequent development of the business and the realisation phase of the investment lifecycle. **Property** CVC invests in property through flexible investment solutions with regard to different stages of the economic cycle. CVC will invest in either debt or equity to align with and take full advantage of CVC's view on changing market cycles. **Funds Management** CVC makes investments through its funds management business utilising the same investment approach outlined for listed equities, private equity and property, depending on the asset class in which the particular investment is exposed.	Section 2.3
What are CVC Notes?	CVC Notes are redeemable, unsecured convertible notes	Section 8
What is the Offer size?	$60 million	Section 3
What is the Face Value of CVC Notes?	$100 per CVC Note	Section 8

1.1 Key Features of the Offer

Further Information

What is the purpose of the Offer?

Use of Proceeds

The proceeds from the Offer will be used to continue to build on the Company's diversified and actively managed portfolio of assets. CVC's current available capital is substantially deployed or committed. The Company is seeking to raise new capital under the Offer to take advantage of a strong flow of investment opportunities within its targeted asset classes. Consistent with CVC's investment strategy, these investment opportunities are expected to include:

- Listed Equities – listed companies that CVC identifies as being undervalued or can add significant value to;
- Private Equity – unlisted equity investments in companies requiring capital to expand operations and/or undertake acquisitions;
- Property – direct property investment and lending investment opportunities; and
- Funds Management – provision of investment capital for managers to grow and expand operations and the provision of funds as a foundation investor for their managed investments.

Use of Proceeds of the Offer ($'000)

OFFER PROCEEDS	**60,000**
LESS COSTS OF THE OFFER	
Arranger and management fee (including Lead Manger fee and Broker Firm selling fee)	1,950
Legal fees	125
Accounting and tax advice fees	45
Other fees[1]	166
NET PROCEEDS OF THE OFFER AVAILABLE FOR INVESTMENT[2]	**57,715**

1. Other expenses include ASX listing fee, Trustee fees and printing costs.
2. To be deployed as described above.
Note: figures may not sum due to rounding.

The Company anticipates that the proceeds of the Offer will be substantially invested by the Company within 6 – 12 months of the Closing Date.

The deployment of the funds raised from the Offer will be consistent with the Company's investment strategy as detailed at Section 2.

The Company maintains its objective to achieve an attractive return for investors, driven by an increase in the value of the Company's net assets and dividend income.

1.1 Key Features of the Offer

Further Information

What is CVC Group's financial performance and position?

Historical consolidated statement of financial performance

Section 3

In thousands of AUD	30 Jun 2017 (Audited) $'000	31 Dec 2017 (6 Month Period) (Reviewed) $'000
Income		
Profit from development properties	3,576	13,931
Interest income	8,454	4,022
Net income from equity investments	28,151	11,632
Fee income	1,491	887
Other income	1,144	304
Equity accounted profits	942	651
TOTAL INCOME	**43,758**	**31,428**
TOTAL EXPENSES	**(11,628)**	**(5,212)**
EBIT	**32,130**	**26,216**
Finance costs	(3,184)	(707)
Income tax expense	(4,676)	(5,540)
Net profit from discontinued operations	5,188	-
NET PROFIT AFTER TAX	**29,457**	**19,969**

Pro forma consolidated statement of financial position

In thousands of AUD	31 Dec 2017 (Reviewed) $'000	Pro Forma 31 Dec 2017 (Unaudited) $'000	
ASSETS			
Total Current Assets	123,191	57,715	**180,906**
Total Non Current Assets	124,570	-	**124,570**
Total Assets	**247,761**	**57,715**	**305,476**
LIABILITIES			
Total Current Liabilities	25,703	-	25,703
Total Non Current Liabilities	13,741	56,569	70,310
Total Liabilities	**39,443**	**56,569**	**96,012**
NET ASSETS/EQUITY	**208,318**	**1,146**	**209,464**

What is the impact of the Issue of CVC Notes on CVC Group's consolidated statement of financial position?

The unaudited pro forma consolidated statement of financial position shows the adjustments that would be made to CVC's consolidated statement of financial position as at 31 December 2017, assuming an issue of $60 million of CVC Notes, less Offer costs.

The impact of the pro-forma adjustments show an increase in CVC's net assets and shareholders' equity of $1.146 million. The Offer will not have a material impact on CVC's financial position.

Section 8

1.2 Key Terms of CVC Notes		Further Information
Security	Redeemable, unsecured convertible notes.	Section 8
Maturity	Unless converted, redeemed earlier, or purchased by CVC and cancelled, CVC will redeem all outstanding CVC Notes on 22 June 2023 **(Maturity Date)**.	
Interest Rate	Floating interest rate equal to the sum of the 90-day BBSW Rate plus the Margin. The Margin is 3.75%.	
Interest Payment	Payable quarterly in arrears on each Interest Payment Date. Interest will be paid on the last Business Day of each of March, June, September and December during the term of the CVC Note, with the first interest payment payable on 28 September 2018. Interest payments are not deferrable by CVC nor are they discretionary. If an amount is not paid on or before the due date, interest accrues on the unpaid amount at the aggregate of the Interest Rate prevailing at the time the payment was due and 1.5% per annum from, and including, the due date to, but excluding, the date on which payment is made of the full unpaid amount.	
Holder Conversion	A Holder may from time to time elect to convert some or all of their CVC Notes (provided that the Face Value of the CVC Notes is at least the lesser of $5,000 or the balance of the Holder's holding of CVC Notes) into Ordinary Shares by issue of a Conversion Notice. To validly elect to convert the CVC Notes, the Conversion Notice must be issued: (a) at any time, but in any event more than 10 Business Days before an Interest Payment Date; and (b) where an Early Redemption Notice has been issued by CVC, at least 5 Business Days prior to the Redemption Date detailed in that Early Redemption Notice.	
Conversion Number	Upon Conversion, each CVC Note will convert into a number of Ordinary Shares determined by dividing the Conversion Amount by the Conversion Price. The Conversion Amount means the aggregate Face Value of the total number of CVC Notes the subject of the relevant Conversion Notice plus, at the option of CVC, such amount of the interest accrued but unpaid on those CVC Notes (as determined by CVC) on the Conversion Date.	
Conversion Price	The Conversion Price is $3.40. This represents a 30% premium to the average of the daily volume weighted average prices of CVC Ordinary Shares traded during the 10 Business Days prior to date of lodgement of this Prospectus with ASIC and is otherwise subject to adjustment for certain dilutionary and other capital transactions by CVC.	
Holder Exit Rights	If a Change of Control Event or Delisting Event occurs, the Holder of any CVC Notes may require CVC to Redeem all (but not some) of the CVC Notes held by that Holder at their Face Value together with any Interest accrued on the CVC Notes to (but excluding) the applicable Redemption Date. No later than 10 Business Days after the occurrence of a Change of Control Event or a Delisting Event, CVC must give notice in writing to the Trustee, the Holders and ASX (and any other stock exchange or other relevant authority on which the CVC Notes are quoted) specifying the occurrence of a Change of Control Event and/or Delisting Event and other information as described under the Terms. A Holder may exercise its right to Redeem its CVC Notes (arising in the above circumstances) by delivery to the Registrar of a duly completed and signed Holder Redemption Notice not later than 10 Business Days after the date of receipt by the Holder of the notice given by CVC to the Holder. CVC Notes will be redeemed on the Maturity Date at Face Value, if not converted or redeemed prior to that date.	

1.2 Key Terms of CVC Notes		Further Information
Premium Early Redemption by CVC	Subject to the specific terms of the Trust Deed which provide certain exclusions, compliance with any applicable law and the ASX Listing Rules, CVC may Redeem all (but not some) of the CVC Notes in whole after the 3rd anniversary of the Issue Date and prior to the Maturity Date, at their Face Value plus the Early Redemption Premium, together with any Interest accrued but unpaid on those CVC Notes to (but excluding) the applicable Redemption Date.	Section 8
Early Redemption by CVC	If a Regulatory Event, Minimum Holding Event or Change of Control Event occurs, CVC may Redeem all (but not some) of the CVC Notes in whole before their Maturity Date at their Face Value together with any Interest accrued on those CVC Notes to (but excluding) the applicable Redemption Date. The Trust Deed sets out a strict process by which CVC may effect early Redemption. This process includes (among other requirements) the giving of appropriate notice by CVC to the Trustee, the Holders and ASX of the relevant event and of CVC's intention to Redeem the CVC Notes.	
Change of Control Event	This occurs where: (a) a takeover bid is made to acquire all of the Ordinary Shares and the offer under the takeover bid is, or becomes, unconditional and: (i) the bidder has acquired at any time during the offer period a relevant interest in more than 50% of the Ordinary Shares on issue; or (ii) the Directors of CVC unanimously recommend acceptance of the offer under the takeover bid, and acceptance of that offer would result in the bidder having a relevant interest in 100% of the Ordinary Shares on issue; and (b) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100% of the Ordinary Shares on issue.	
Regulatory Event	This occurs where in the opinion of the Directors (having obtained an opinion from a reputable legal or accounting adviser) there is some change in the law, interpretation of the law or ASX Listing Rules, tax, or accounting regulations (after the Issue Date) which is applicable to CVC Notes and which creates more than an insubstantial risk that CVC will be exposed to additional costs or the imposition of additional requirements in keeping the CVC Notes on issue, the effect of which is unacceptable in the opinion of the Directors (determined at their sole discretion). A Regulatory Event will also occur where there is more than an insubstantial risk that CVC would be exposed to more than a de minimis increase in its costs as a result of the occurrence (on or after the Issue Date) of some change in the laws or treaties of Australia (including changes in administrative law).	

1.2 Key Terms of CVC Notes		Further Information
Events of Default	An Event of Default occurs in relation to the CVC Notes if: • CVC fails to pay any amount payable by it under the Terms within 10 business days after the date on which it is due and, where the sole reason for the default is a technical or administrative difficulty within the banking system being used to effect payment, such default is not remedied within five Business Days; • CVC fails to comply with any of its other obligations under the Terms or the Trust Deed and such failure remains unremedied for a period of 20 Business Days after CVC has received written notice from the Trustee in respect of the failure; • An Insolvency Event (as defined in the Terms) occurs in respect of CVC; • CVC ceases or suspends the conduct of all of its business; • At any time, it is unlawful for CVC to perform any of its payment obligations under the CVC Notes; • CVC fails to issue Ordinary Shares on Conversion in accordance with these Terms within 10 business days after the date on which such issue is to be made; • Any debt of CVC greater than $1,000,000.00 (or its equivalent in any other currencies) becomes due and payable before its stated maturity due to the occurrence of a default event under the terms of that debt; or • All or any rights or obligations of CVC, Holders or the Trustee under the Trust Deed or the Terms are terminated or are or become void, illegal, invalid, unenforceable or of limited force and effect. If any Event of Default occurs and is continuing in relation to CVC Notes, the Trustee may declare by notice to CVC (with a copy to the Holders and the Registrar) that all CVC Notes are to be Redeemed at their Face Value (together with any accrued Interest) immediately (but not earlier than five Business Days after the date the Trustee gives notice under this clause) or on such other date specified in that notice.	Section 8
Delisting Events	This occurs where: • Ordinary Shares are no longer quoted on ASX; • the CVC Notes are no longer quoted on ASX; or • Ordinary Shares or CVC Notes are suspended from trading on ASX for a period of more than 20 consecutive business days.	
Default Interest	If an amount is not paid on or before the due date, interest accrues on the unpaid amount at the aggregate of the Interest Rate prevailing at the time the payment was due and 1.5% per annum from, and including, the due date to, but excluding, the date on which payment is made to the Holder of the full unpaid amount.	

1.2 Key Terms of CVC Notes		Further Information
Negative Pledge	For so long as any of the CVC Notes remain outstanding, CVC must not without the approval of a Special Resolution: (a) incur any Financial Indebtedness for moneys borrowed or raised pursuant to any financial accommodation or agree to do so, except: (i) Pursuant to the Existing Debt Obligations; or (ii) Any indebtedness incurred or guaranteed after the Issue Date for the purpose of replacing, refinancing or extending the maturity of the Existing Debt Obligations; or (iii) Permitted New Debt; or (b) create or permit to subsist, and will ensure that none of its Subsidiaries will create or permit to subsist, Security Interest upon the whole or any part of its present or future property or assets (including any uncalled capital) to secure any Financial Indebtedness or to secure any Guarantee of or indemnity in respect of any Financial Indebtedness, other than a Permitted Security Interest, unless in any such case, before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that: (i) all amounts payable by CVC under the CVC Notes and the Trust Deed are secured equally and rateably with the Financial Indebtedness or Guarantee or indemnity, as the case may be; or (ii) such other Security Interest or Guarantee or indemnity or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by CVC under the CVC Notes and the Trust Deed as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders.	Section 8
Gearing Covenant	CVC may only incur any Financial Indebtedness for moneys borrowed or raised pursuant to any financial accommodation that is in the ordinary course of business and the terms of which are commercial, arm's length and do not contain any unusual or onerous terms and on an incurrence basis does not result in the Gearing Ratio exceeding 40%.	
Note Trustee	AET Corporate Trust Pty Limited ABN 12 106 424 088 was appointed as Trustee of the CVC Convertible Note Trust pursuant to the Note Trust Deed executed on 29 May 2018. The Note Trust Deed provides for the obligations of CVC and the Trustee to Holders in relation to the CVC Notes. All rights in relation to the CVC Notes may generally only be enforced by the Trustee in accordance with the Note Trust Deed as summarised in Section 6.	

1.2 Key Terms of CVC Notes

Further Information

Ranking

CVC Notes rank: (Section 8)

- behind CVC's secured debt;
- equally amongst themselves and at least equally with all other unsubordinated and unsecured debt obligations of CVC, other than those obligations mandatorily preferred by law; and
- ahead of ordinary equity of CVC and any of CVC's obligations that are expressed to be subordinated to CVC Notes.

	Ranking	Existing CVC Debt Obligations & Equity	Facility Capitalisation[1,4]
Higher ranking	Secured debt	Secured loan	$13.3m
		Undrawn secured loan	20.0m[2]
	Unsecured debt (ranking equally)	Unsecured loan	$9.7m
		CVC Notes	$60m
	Unsecured subordinated debt		None
	Preference shares		None
Lower ranking	Ordinary equity	CVC ordinary shares	$208.3m[3]

Notes:

1. Based on facilities at 31 December 2017 and assuming that $60m of CVC Notes are issued under the Offer. As at 30 April 2018 the facilities have been drawn to $23.4m.
2. A $20.0m secured loan facility that ranks ahead of the CVC Notes is available to CVC Group but is undrawn as at 31 December 2017.
3. CVC Group's total shareholders' equity as at 31 December 2017, as set out in Section 2 of this Prospectus.
4. These amounts may vary during the term of this Prospectus and during the term of the CVC Notes.

No restriction on future issues

CVC may issue other securities, including further CVC Notes, or other Capital Securities that rank equally with, ahead of or behind the CVC Notes whether in respect of distributions, dividends, return of capital or principal in a Winding Up of CVC or otherwise, without the approval of Holders, subject to the Terms.

Participation Rights

If there is a securities issue before the Maturity Date, the Holder will not have any participation rights except to the extent that the Holder exercises its rights under the Note Terms and is issued Ordinary Shares prior to the record date for any such securities issue or is otherwise a holder of Ordinary Shares.

Voting

The CVC Notes have no voting rights at general meetings of CVC's members.

ASX Quotation

Application has been made for CVC Notes to be quoted on ASX under the code 'CVCG'.

1.3 Key Risks Associated with CVC Notes

		Further Information
The following is a summary of risks associated with an investment in CVC Notes, many of which are outside the control of CVC. Please refer to Section 4 for further risks relating to an investment in CVC generally and to the market for notes generally. Please note the risks highlighted are not intended to be exhaustive. Before applying for CVC Notes, you should consider whether CVC Notes are a suitable investment for you. A summary of some of the key risks associated with an investment in CVC are described in Section 4.		
CVC Notes are subordinated obligations	In the event of a Winding Up, if the CVC Notes are still on issue and have not been Redeemed or Converted, they will rank for payment: • ahead of Ordinary Shares; • equally with all present and future unsubordinated and unsecured debt obligations of CVC (subject to laws and principles of equity affecting creditors' rights or obligations preferred by mandatory provisions of applicable law), and • behind Senior Creditors. There may be a shortfall of funds to pay all amounts ranking senior to and equally with CVC Notes if an event of insolvency of CVC occurs. This would result in Holders not receiving any payment if claims ranking senior to CVC Notes were not satisfied in full or otherwise not receiving a full return of capital or any interest due and unpaid at that time.	Section 4.1.1
Interest payments are not guaranteed	CVC expects to make interest payments using available cash balances and cash flow from the CVC Group's investments. CVC's ability to generate cash flows from the CVC Group's operations will depend substantially on the performance of its investments in ASX listed companies, income generated from its loan portfolio, realisation of property assets and performance of unlisted investments. The interest payments on the CVC Notes are not guaranteed by CVC, the Trustee or any other entity.	Section 4.1.2
Changes in interest rate	Interest on the CVC Notes is calculated by reference to the Bank Bill Rate, which is influenced by a number of factors that may fluctuate over time. The Interest Rate will fluctuate (both increasing and decreasing) over time as a result of movements in the Bank Bill Rate. As the Interest Rate fluctuates, there is a risk that it may become less attractive compared to the rate of return available on other securities.	Section 4.1.3
Future issues of debt or other securities by CVC	CVC may issue further securities with the same or different terms as the CVC Notes. CVC may issue other securities, including further CVC Notes that rank for interest, redemption or payment in a winding-up of CVC ahead of, equally with, or behind the CVC Notes, without the approval of Holders. Any issue of other securities may affect a Holders' ability to recover on a Winding Up, if the CVC Notes are on issue at the time. No prediction can be made as to the effect, if any, such future issues of debt or other securities by an entity in the CVC Group may have on the market price or liquidity of the CVC Notes, or the Ordinary Shares.	Section 4.1.4
Redemption risk	CVC expects to be able to redeem the CVC Notes using the proceeds from future debt or equity raisings, cash flows from operations (if available) or proceeds from the sale of investments. There is a risk that CVC would be unable to procure or raise sufficient cash resources from future debt or equity raisings or sale of investments and would, in that case, have insufficient cashflows to redeem the CVC Notes at the Maturity Date. None of CVC, the Trustee or any other entity have guaranteed the redemption of the CVC Notes.	Section 4.1.5

1.3 Key Risks Associated with CVC Notes		Further Information
Early redemption risk	CVC Notes may be redeemed early by CVC in certain circumstances. Where redeemed, CVC Notes will be redeemed at their Face Value of $100 per CVC Note (plus any accrued interest, and applicable Early Redemption Premium (if any)). There is a risk that the relevant redemption amount may be less than the then current market value of the CVC Notes or the timing of such redemption may not accord with a Holder's individual financial circumstances or tax position. Additionally, in the event of an early redemption of CVC Notes, Holder's may not receive the returns they expected to achieve on CVC Notes (if held until maturity) by investing the proceeds in alternative investment opportunities available at that time.	Section 4.1.6
Conversion to Ordinary Shares	The Ordinary Shares held by Holders following Conversion of their CVC Notes will have the same rights as other Ordinary Shares, which are different from the rights attached to CVC Notes. The market price of the Ordinary Shares may be volatile. There may be no liquid market for Ordinary Shares at the time of conversion or the market for Ordinary Shares may be less liquid than that for comparable securities issued by other entities at the time of conversion. Holders may suffer loss as a result.	Section 4.1.7
Dividends may not be paid on Ordinary Shares	Payment of any dividends on Ordinary Shares issued on Conversion of the CVC Notes is at the discretion of Directors. Holders whose CVC Notes are converted after the record date for a dividend will have no entitlement to that dividend. Directors may only declare or determine a dividend if there are funds legally available to pay dividends. CVC Notes will not be entitled to participate in any dividends on the Ordinary Shares. The amount of future dividends actually paid will be determined by the Board of CVC having regard to, amongst other things, CVC Group's operating results, financial position and available franking credits. A change in dividend policy or dividend levels may impact the market value of CVC Notes.	Section 4.1.8
Dilution	CVC may undertake additional offerings of securities in the future. The increase in the number of issued Ordinary Shares or securities convertible into Ordinary Shares and the possibility of sales of such securities may depress the price of Ordinary Shares already on issue and of the CVC Notes. In addition, as a result of the issue of Ordinary Shares, the voting power and proportionate economic interest of CVC's existing shareholders (and, indirectly, of holders of CVC Notes) will be diluted. The Terms provide for an adjustment to the Conversion Price in relation to only a limited class of future offerings of securities or in situations where it is lawful to do so (refer Terms of Issue described in Section 8).	Section 4.1.9
No voting rights	There is a risk that Holders may be affected by corporate decisions made by CVC. Holders have no voting or other rights in relation to the Ordinary Shares until Ordinary Shares are issued to them. In addition, CVC Notes do not confer on Holders any right to subscribe for new securities in CVC or to participate in any new or bonus issue of securities. The rights attaching to Ordinary Shares, if Ordinary Shares are issued, will be the rights attaching to Ordinary Shares at that time. Holders have no right to vote on or otherwise to approve any changes to the Constitution in relation to the Ordinary Shares that may be issued to them upon Conversion. Therefore, Holders will not be able to influence decisions that may have adverse consequences for them.	Section 4.1.10
Modification, waivers and substitution	CVC may in certain circumstances amend the Terms without the consent of Holders (refer to Clause 19.1 of the Terms). CVC may also amend the Terms if the amendment has been approved by a Holder's Resolution or, if the Trustee reasonably considers that the amendment will materially and adversely affect the rights of all Holders, by a Special Resolution of Holders. There is a risk that an amendment or a substitution of the Terms will be made, and with which Holders may not agree.	Section 4.1.11

1.3 Key Risks Associated with CVC Notes		Further Information
Enforcement risk	The Terms provide that rights under the CVC Notes and the Note Trust Deed may generally only be enforced by the Trustee and not by the Holders directly. Holders must therefore notify their claims to the Trustee and rely on enforcement by the Trustee, except in certain circumstances where the Trustee has failed to take action after being directed by Holders to do so. Holders may, by ordinary or special resolution, waive breaches or amend the Note Trust Deed. A large Holder may influence the outcome of any such vote.	Section 4.1.12
CVC Notes not rated	CVC Notes are unrated. The market price and liquidity of an unrated security may be adversely affected compared to securities that are rated.	
Taxation treatment	A general description of the Australian taxation consequences of investing in the CVC Notes is set out in Section 5. The information in Section 5 is provided in general terms and is not intended to provide specific advice in relation to the circumstances of any potential investor or Holder. Accordingly, you should seek independent advice in relation to your individual tax position before you choose to apply for or invest in CVC Notes.	Section 4.1.13
FATCA withholding and reporting	If CVC or any other person is required to withhold amounts under or in connection with FATCA from any payments made with respect to CVC Notes or with respect to the issuance of any Ordinary Shares upon any Conversion, Holders and beneficial owners of CVC Notes, and holders of Ordinary Shares issued upon any Conversion will not be entitled to receive any gross up or additional amounts to compensate them for such withholdings. FATCA is complex and its application to the CVC Notes remains uncertain. Prospective investors are advised to consult their own tax advisers about the application of FATCA to the CVC Notes.	Section 4.1.15

1.4 Further Information About the Offer		Further Information
What is the Offer Structure?	The offer consists of: • a Broker Firm Offer; and • an Institutional Offer. If there is excess demand Applications may be scaled back by CVC. There is no general public offer of the CVC Notes.	Section 7
How can I apply for CVC Notes?	If you are applying under the Broker Firm Offer, you should contact the Syndicate Broker who has offered you a Broker Firm Allocation for information about how and when to lodge your Application. If you are an institutional investor you must apply to participate in the institutional offer by contacting the Lead Manager prior to close of the Bookbuild. For further information on how to apply for CVC Notes, see Section 7 and the Application Form.	Section 7.2, 7.3 and 7.4
Is brokerage, commission or stamp duty payable?	No brokerage, commission or stamp duty is payable by you on your application. You may be required to pay brokerage if you sell CVC Notes on ASX after CVC Notes have been quoted on ASX.	Section 7.5
What is the Minimum Application?	Applications must be for a minimum of 50 CVC Notes ($5,000). If your Application is for more than 50 CVC Notes, you must apply in multiples of 10 CVC Notes ($1,000) thereafter.	Section 7.7

1.4 Further Information About the Offer		Further Information
What is the allocation policy?	Allocations to Institutional Investors will be determined by CVC in agreement with the Lead Manager following the Bookbuild. Allocations to brokers under the Broker Firm Offer will be determined by CVC, in agreement with the Lead Manager. Once the allocation to brokers under the Broker Firm Offer has been determined, the brokers participating in the Broker Firm Offer will determine the allocation of CVC Notes among their clients.	Section 7.8
Is the Offer underwritten?	No	Section 7.9
What are the tax implications of investing in CVC Notes?	A general description of the Australian taxation consequences of investing in CVC Notes is set out in Section 5. That discussion in general terms and is not intended to provide specific advice in relation to the circumstances of any particular investor. Accordingly, investors should seek independent advice in relation to their individual tax position.	Section 5
When will CVC Notes be issued?	CVC expects that CVC Notes will be issued on 22 June 2018.	Key Dates
When will CVC Notes begin trading?	CVC expects that CVC Notes will begin trading on 25 June 2018.	Key Dates
When will Holding Statements be despatched?	CVC expects that Holding Statements will be despatched by 22 June 2018.	Key Dates
Can the Offer be withdrawn?	CVC reserves the right not to proceed with the Offer or any part of it at any time before the issue of CVC Notes to successful applicants. If CVC withdraws the Offer, CVC Notes will not be issued and all relevant application monies will be refunded (without interest).	Section 6.6
How do I obtain further information about CVC and CVC Notes?	CVC is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. In addition, CVC must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about CVC that is not generally available, and that a reasonable person would expect to have a material effect on the price or value of its securities, including the CVC Notes. Copies of documents lodged with ASIC can be obtained from, or inspected at, an ASIC office and CVC's ASX announcements may be viewed on www.asx.com.au (ASX code CVCG). Further information about CVC, including CVC's half-yearly and annual financial reports, presentations and other investor information, can be obtained from www.cvc.com.au. If you have any questions about the Offer please call CVC on +61 2 9087 8000 (Monday to Friday 8.30am – 5.30pm, Sydney time) during the Offer Period. If you are unclear in relation to any matter or are uncertain as to whether CVC Notes are a suitable investment for you, you should seek professional advice from your accountant, stockbroker, lawyer or other independent professional adviser.	Section 6.2

Section 2: Information About CVC

2.1 Introduction

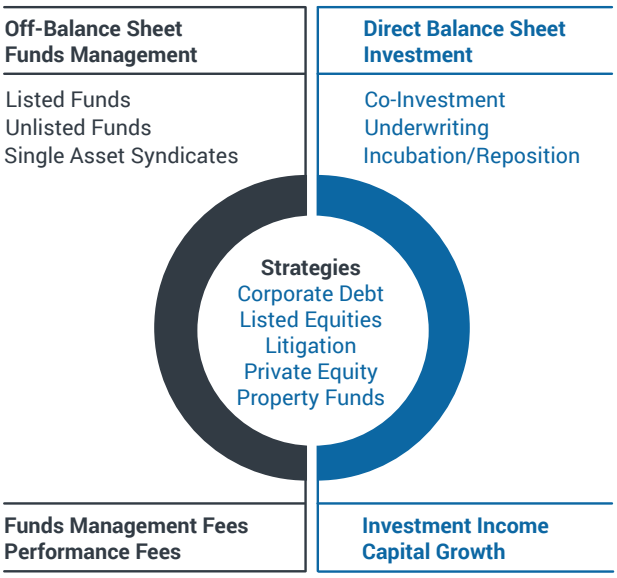
CVC is an ASX listed diversified investment company, deploying capital directly and indirectly through the CVC Group across a variety of asset classes including public companies, private equity, property and funds management. CVC's business includes investments in:

- Listed Equity (ASX listed companies and trusts);
- Private Equity (Unlisted emerging and high growth companies);
- Property (Direct and in-direct exposure, including loans, preference equity, joint ventures and direct property); and
- Funds Management (Listed equities managers, property investment managers, debt managers and litigation funding managers).

Since 1985, the CVC Group has invested in over 300 businesses across various industries, at varying stages of development, and participated in initial public offers and trade sales.

CVC Group generates revenue through investment income, dividends, capital growth, funds management fees and performance fees as described in Figure 1.

Figure 1: CVC Revenue Streams



CVC has a demonstrated, proven and focused business model generating market intermediated returns to shareholders through an investment selection process and an active approach which seeks to positively impact the performance of CVC's investments.

2.2 Business Segments

2.2.1 Listed Equity

CVC Group's listed equities portfolio includes a diverse range of holdings, from short term to long held cornerstone positions. CVC looks at a broad range of listed equity classes, with particular focus on micro caps and smaller capitalised companies.

CVC Group adds significant value through its active management of large strategic holdings of listed equity investments that it identifies as undervalued, counter-cyclical or underperforming. As well as adopting active management strategies to increase the value of the investment, CVC also utilises a range of value creation tools including the use of options, capital raisings and underwritings where available.

The Listed Equity portfolio provides a combination of recurrent income streams through dividends and capital growth on realisation of holdings. CVC targets returns of >15% per annum from the Listed Equity portfolio.

The value of listed investments was approximately $81 million as at 31 December 2017.

Figure 3: Listed Equity Case Study

Lantern Hotel Group ('Lantern')

- CVC's equity investment in Lantern Hotel Group has generated an internal rate of return of 54% p.a. since 2013;
- Lantern held a portfolio of hotels and pubs in Australia and New Zealand;
- CVC identified the unit price was trading at a significant discount to the market value of the properties;
- CVC actively worked with the Board and Management to implement an asset realisation strategy to generate an uplift in value for unitholders; and
- CVC average entry price of $0.08 per unit generated a realised return of $0.15 per unit.

Figure 2: CVC Equity Portfolio for those investments announced to the ASX with a substantial shareholding, with holdings and values as of 31 December 2017

Investment Portfolio	Investment	Percentage Held	Investment Portfolio	Investment	Percentage Held
Bionomics Limited	$9.6M	5.2%	IDT Australia Limited	$1.1M	5.0%
Eildon Capital Limited	$13.0M	33.9%	Heritage Brands Limited	$3.4M	7.5%
Lantern Hotel Group	$0.7M	19.5%	Mitchell Services Limited	$3.4M	4.8%
Probiotec Limited	$4.3M	8.2%	TasFoods Limited	$2.2M	6.2%
US Residential Fund	$2.5M	19.9%	Indoor Skydive Australia Group Limited	$2.1M	7.7%
Cyclopharm Limited	$8.8M	13.8%	IncentiaPay Limited	$0.8M	1.5%

2.2.2 Private Equity

The CVC Group invests in unlisted companies offering medium and long term returns with a focus on early expansion, semi-mature and established companies with positive cash flows. CVC has been investing in private equity since its inception as a listed company, utilising experience gained over 30 years of active private equity management. CVC typically invests $1 million to $15 million per investment.

The Private Equity portfolio currently comprises a number of investments diversified by size and stage of development including:

- PAFtec Pty Ltd, a safety product manufacturer;
- Auscred Pty Ltd (trading as Lendi), an online lending platform;
- TMS Clinic, outpatient clinic for Transcranial Magnetic Stimulation; and
- Portfolio of other pre-IPO and early stage investments with a value of $200k - $1 million.

The value of private equity investments was approximately $29 million as at 31 December 2017.

Figure 4: CVC Private Equity Focus

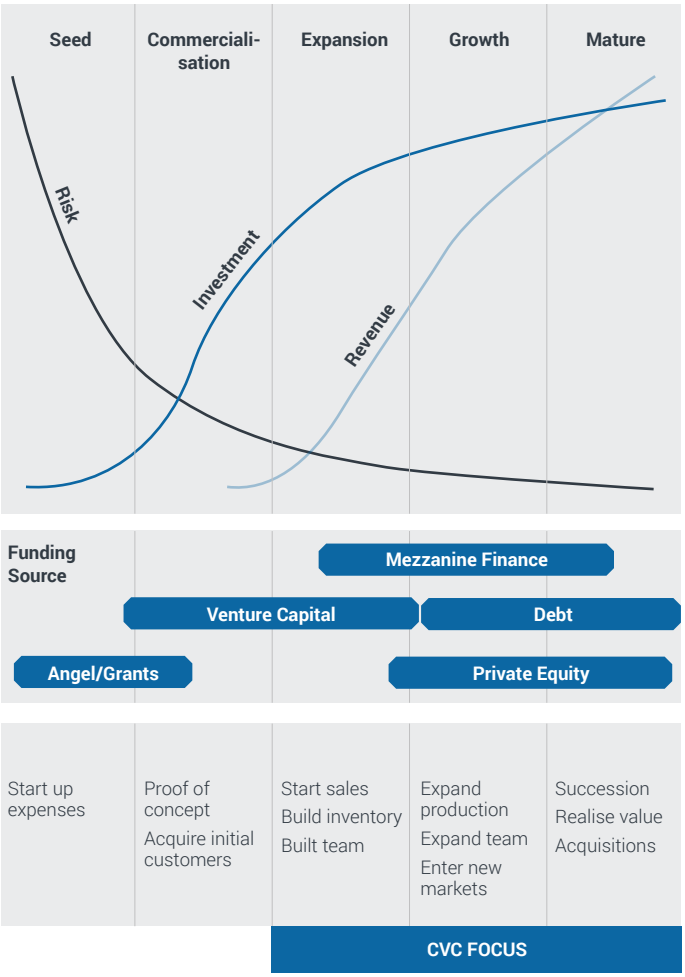


Figure 5: Private Equity Case Study

South Pack Laboratories (Aust) ('South Pack')

- South Pack is a TGA licensed contract packer located in Kirrawee, NSW specialising in complimentary medicines;
- CVC acquired 48% of South Pack in November 2016 for $3.84 million and received a dividend of $0.8 million during the 2017 financial year;
- In October 2017 South Pack was sold to Probiotec Limited (ASX:PBP) for a combination of cash and scrip totaling $5.7 million, generating a profit of $1.9 million;
- The sale generated an 85% internal rate of return on the original investment;
- 3.447 million shares issued by Probiotec to CVC at $0.51 per share which, are trading at $1.17 cents per share as at 22 May 2018 generating a further internal rate of return of 279.5%.

2.2.3 Property

The Property segment holds direct and in-direct exposure to property assets, including loans, preference equity and joint ventures. The portfolio exposure includes residential, commercial, retail and industrial positions. The focus is to provide loans or make direct property investments to take full advantage of changing market cycles as they present opportunities.

CVC Group's property portfolio provides a combination of recurrent income, such as interest and associated fee income from loans and rental income from direct property investments as well as capital growth in assets. CVC has specific expertise and exposure to assets that are appropriate for repositioning through planning or leasing strategies.

The value of property investments reported in the accounts was approximately $48 million as at 31 December 2017. Based on recent valuations of directly held properties that are in the process of being developed or rezoned, the unrecognised value uplift as at 31 December 2017 was approximately $70.3 million.

The property portfolio of CVC, particularly strategic land holdings that are in the process of planning and development outcomes, is carried at a value that does not reflect any increase in market value that would be realised if the properties were sold. It is the current expectation of management and the Board that this unrecognised value will be realised in due course, and will be accounted for as profits at that time.

Figure 7: Property Case Study

Donnybrook Residential Rezoning

Opportunity

- Off-market purchase of a 206 Ha land in Donnybrook, Victoria in joint venture with Villa World Limited.
- Located approximately 35 kilometres north of Melbourne CBD.
- Significant land banking project that is forecast to deliver in excess of 3,000 residential land allotments.

Value Add

- The land was designated for residential and industrial development by the Growth Areas Authority.
- Strategic planning work was undertaken to justify the commencement of planning process with local council and state government.

Outcome

- Sold approximately 35% of the land 12 months into the project to a private developer, subject to rezoning.
- The balance of the residential land was sold subject to rezoning in late 2017.

Purchase Price	$23,000,000
Other Costs Expended	$6,000,000
Forecast Land Sale Price	$148,000,000
CVC Ownership	49%
CVC IRR (forecast)	48%

Figure 6: CVC Group's Property Portfolio and Deal Pipeline as of 31 December 2017

Project	State	Region	Asset Type	Year Acquired	Project Status	CVC Share	Dwellings (100% Project)	2018	2019	2020	2021	2022	2023	2024
Residential Developments														
Marsden Park	NSW	North West Sydney	Residential Subdivision	2009	Planning	66.0%	550							
Kingsgrove	NSW	South West Sydney	Residential Apartments	2013	Planning	12.5%	500							
Turella	NSW	South West Sydney	Residential Apartments	2016	Planning	33.0%	1,500							
Liverpool	NSW	South West Sydney	Residential Mixed Use	2016	Planning	33.0%	5,000							
Woolloongabba	QLD	Brisbane Central	Residential Apartments	2017	Investment	35.0%	700							
East Bentleigh	VIC	South East Melbourne	Residential Mixed Use	2015	Planning	50.0%	700							
Donnybrook	VIC	North Melbourne	Residential Subdivision	2015	Planning	49.0%	3,000							
Burnley	VIC	Inner East Melbourne	Residential Apartments	2018	Planning	16.7%	100							
Commercial Developments														
Port Macquarie	NSW	Regional NSW	Restricted Retail	2014	Delivery	50.0%								
Caboolture	QLD	North Brisbane	Retail/ Commercial	2015	Delivery	60.0%								
Mooloolaba	QLD	Sunshine Coast	Retail	2016	Investment	50.0%								
Maroochydore	QLD	Sunshine Coast	Medical	2018	Pre Construction	50.0%								

Rental Income Development Revenues

2.2.4 Funds Management

The Funds Management segment is a developing revenue stream for CVC and includes investments in listed equities managers, property investment managers, debt managers and litigation funding managers. Revenue streams generated include dividends and equity accounted profits of the manager, as well as generating investment returns from opportunities sourced by managers, including interest, distribution income and capital profits. The growth in funds management has been a significant contributor to an increase in quality of the deal flow available to CVC and provides opportunities to develop stable income streams.

The value of Funds Management investments was approximately $2 million as at 31 December 2017.

The fund managers in which CVC is currently invested include:

Bigstone Capital Pty Limited
Bigstone Capital Pty Limited ('Bigstone') is a marketplace lending platform which connects Australian businesses with Australian financing solutions. Bigstone's objective is to create a transparent, accountable and socially responsible lending platform allowing professional investors and institutions the capacity to invest directly in high quality securitised receivables.

Australian Invoice Finance Limited
Australian Invoice Finance Limited ('AIF') provides loans for up to 85% of the value of unpaid invoices for small and medium sized enterprises.

JAK Investment Group Pty Limited
JAK Investment Group Pty Limited ('JAK Investment Group') is a boutique real estate finance and investment house specialising in the provision of real estate capital solutions.

JAK Investment Group's objectives are to provide wholesale investors with real estate investment opportunities, collaborate with emerging developers who are yet to establish a reliable source of third party funding and target opportunistic real estate investments with a strong focus on risk management and defined exit strategies.

Figure 8: Funds Management Case Study

JAK Investment Group

- Boutique real estate finance and investment house specialising in the provision of real estate capital solutions.
- 40% owned by CVC since 2011.
- Objectives are to provide wholesale investors with real estate investment opportunities, collaborate with emerging developers who are yet to establish a reliable source of third party funding and target opportunistic real estate investments with a strong focus on risk management and defined exit strategies.
- Provides an additional source of investment opportunities.

2.3 Approach to Investing

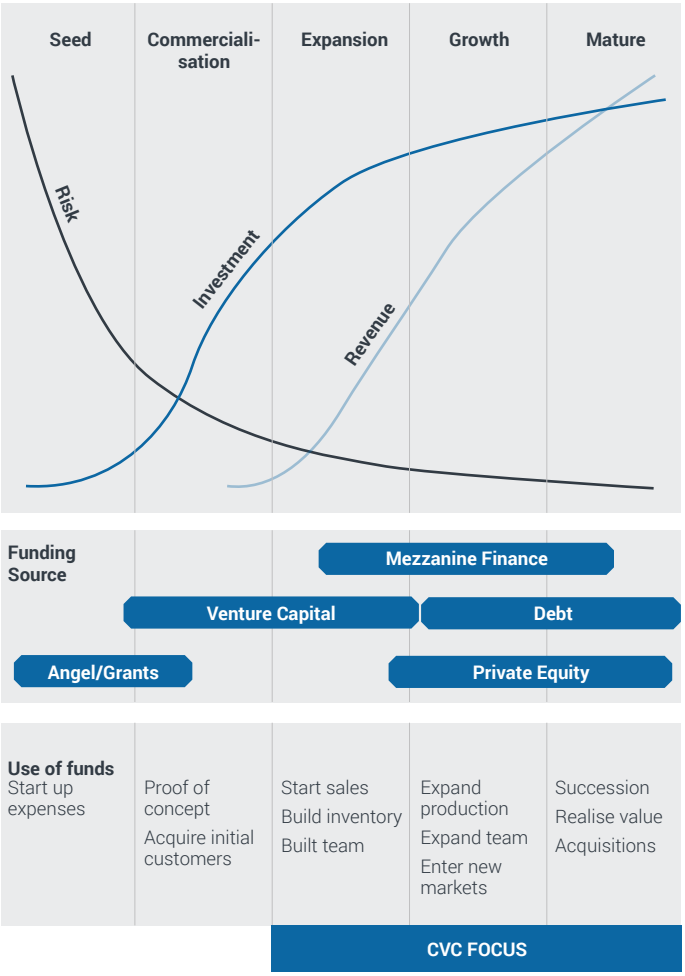
2.3.1 Listed Equity

CVC adopts a value based methodology in its investment selection of listed equities. This includes an analysis of company fundamentals such as price to earnings multiples, earnings growth, relativity of price to net tangible assets, multiples of free cash flow, dividend history, competitive market positioning and arbitrage opportunities. Active management of key strategic investments via assistance with both acquisitive and organic growth and operational and financial restructuring is important for the success of listed equity investments.

2.3.2 Private Equity

CVC applies an established methodology to identify, target, negotiate, conduct due diligence and structure potential private equity investment opportunities. CVC regularly adopts a patient approach to investment selection, subsequent development of the business and the realisation phase of the investment lifecycle. CVC also looks for an ability to add value to the investment to maximise potential investment returns or an ability to assist with synergistic business acquisitions in small emerging companies. Investment exits are often made by way of a trade sale, initial public offering or on-market sell down.

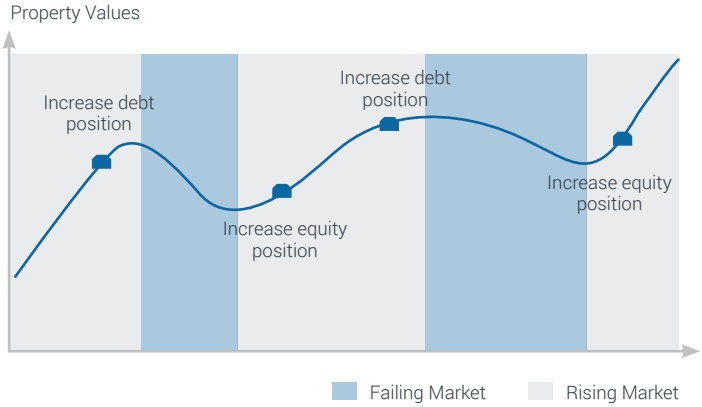
Figure 9: CVC Private Equity Focus



2.3.3 Property

CVC invests in property through flexible investment solutions with regard to different stages of the economic cycle. CVC will invest in either debt or equity to align with and take full advantage of CVC's view on changing market cycles. Debt exposure is increased as the property market approaches what CVC believes to be its peak, to help provide sufficient headroom to better ensure capital protection in a contracting market. Equity exposure is increased in property assets to capture increasing values where CVC believes the property markets are improving.

Figure 10: Property Investment Cycle



2.3.4 Funds Management

CVC makes investments through its funds management business utilising the same investment approach outlined for listed equity, private equity and property (as described in Section 2.3.1, 2.3.2 and 2.3.3), depending on the asset class in which the particular investment is made.

2.4 Investment Selection Process

CVC applies a defined investment selection process when considering any investment opportunity. Figure 11 below outlines the steps within this process, including Board and management approvals required to proceed with an investment.

Figure 11: CVC Investment Selection Process

1. Investment origination

Investment team identify investment opportunities at a preliminary level against investment criteria.

2. Investment investigation

Inbound/outbound opportunities logged and screened for investment suitability.

Initial meeting with management of investment opportunity. Undertake high level review of investment opportunity.

Review business materials, financials, industry and forecasts where available.

3. Preliminary findings report

Initial senior management review to ensure meeting of strategy, investment criteria and discuss resourcing.

Negotiate key investment terms, and document them in a confidential term sheet.

4. Detailed due diligence

Due diligence investigations to prove the assumptions made in formulating the thesis.

5. Board approval

Detailed investment recommendation presented for consideration to:

- management where opportunity is below authorisation limits; or
- board of directors where opportunity is above authorisation limits.

6. Investment implementation

Formal legal documentation

Final management/board sign off

Financial close

2.5 Business Highlights

The below summarises highlights from CVC's recent FY18 interim result:

- 1H FY18 NPAT of $16.6 million, up 7.7% from $15.4 million in 1H FY17;
- Strong balance sheet as at 31 December, 2017 with Net Assets of $208.3 million including cash of $56.4 million;
- Total income generated in 1H FY18 up 30.7% to $31.4 million (1H FY17, $24.0m);
- Strong focus on continuing to grow maintainable earnings;
- Joint Venture with Villa World (ASX:VLW) in Donnybrook, Victoria will generate an anticipated profit of $49 million on a staged basis over 4 years;
- Continuing strong performance of the listed equities portfolio;
- Private Equity portfolio continued to grow with a number of new investments whilst South Pack was merged with Probiotec (ASX: PBP) during the period;
- Significant advances made in planning approvals of property projects at Marsden Park, Liverpool, Turella and Caboolture; and
- Fully franked interim dividend of $0.07/share, an increase of 40% on the pcp.

Past performance is not a reliable indicator of future performance.

2.6 CVC Share Price Performance – To 31 December 2017

CVC has generated Total Shareholder Returns of 19.5% p.a. from 31 December 1997 to 9 March 2018 reflecting net tangible asset ('NTA') growth and dividends paid of $1.27 per share.

Figure 12: Total Shareholder Return as at 9 March 2018

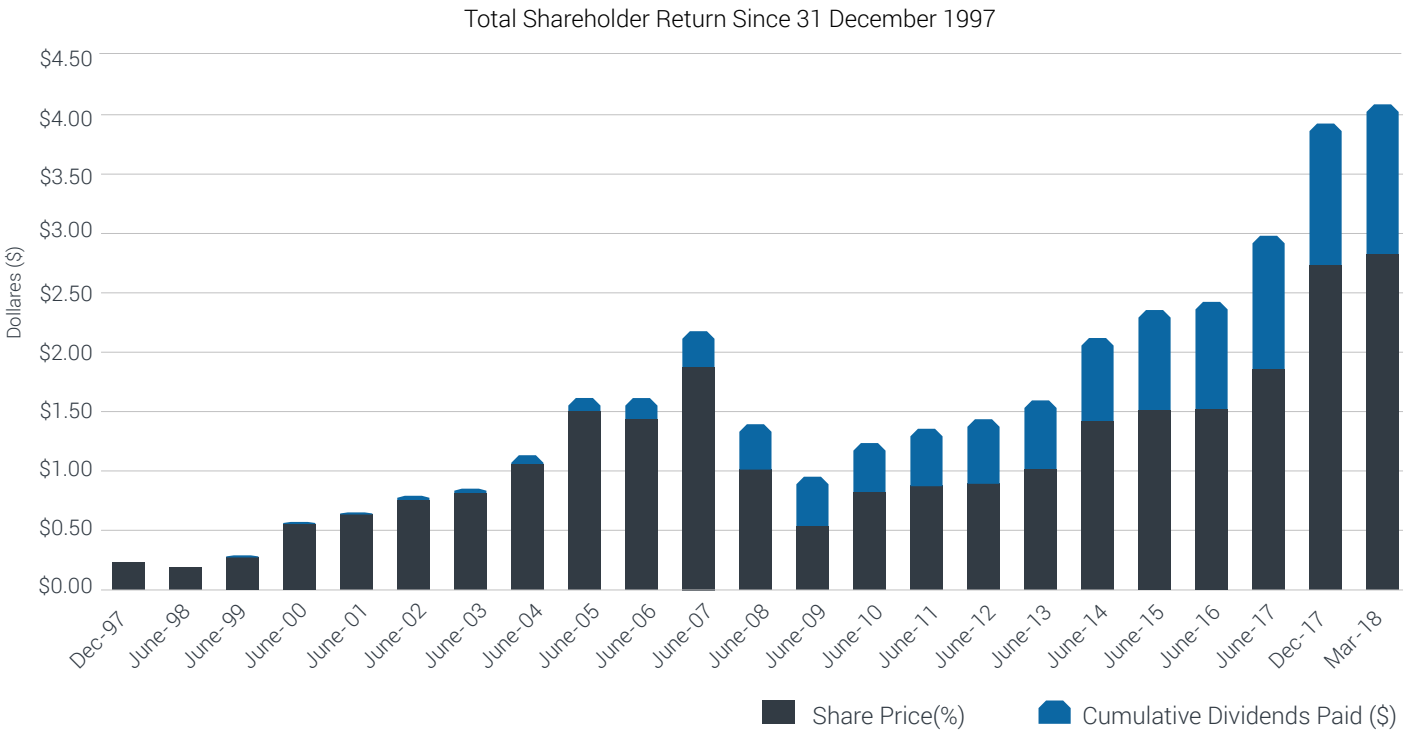
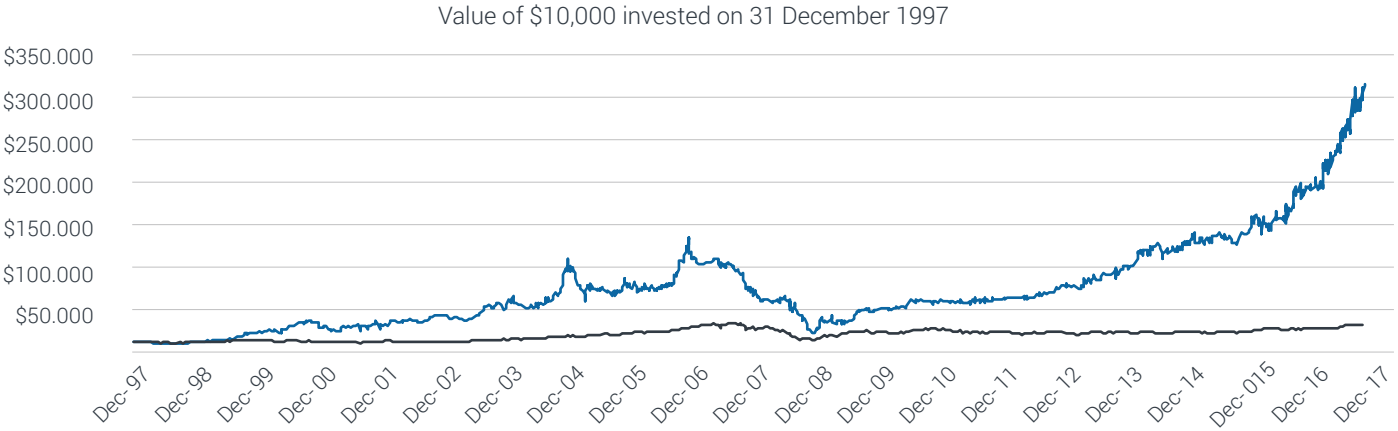


Figure 13: CVC Performance vs. Small Ordinaries Accumulation Index as at 9 March 2018



$31,735 Small Ordinaries Accumulation Index **317.35%***

$318,924 CVC Limited **3,089.24%****

CVC Limited

Small Ordinaries Accumulation Index

* Accumulation index assume that dividends are reinvested and so measure both growth and dividend income.

** Dividends reinvested at the prevailing share price.

2.7 Liquidity Risk Management Framework

The CVC Group has a liquidity risk management framework which seeks to meet the objective of meeting cash flow obligations under a wide range of market conditions, including name specific and market-wide stress scenarios, among other scenarios for the business.

2.8 Board and Senior Management

2.8.1 Board of Directors

Mr John Read, Chairman	Mr Read is an experienced Chairman and Director in public, private and government organisations. Through his extensive career in venture capital, private equity and commercialisation he has gained a depth of experience in the formation and growth of emerging companies with an emphasis on commercial entities that provide broad societal benefits. He is currently the Chairman of Patrys Limited (ASX:PAB) and was the Chairman of Pro-Pac Packaging Limited (ASX:PPG) from 2005 to 2010 and The Environmental Group Limited (ASX:EGL) from 2001 to 2012 and the Central Coast Water Corporation from 2011 to 2014 and a Director of Eildon Capital Limited (ASX:EDC) from 1999 to 2016.
Mr Alexander (Sandy) Beard, Managing Director	Mr Beard has been with CVC Limited since 1991, initially as Group Financial Controller, and since 2000, as Chief Executive Officer and Managing Director. Mr Beard has extensive experience with investee businesses, both in providing advice and in direct management roles, especially bringing management expertise to early-stage businesses. He has implemented management information systems, financial reporting systems, and internal operating and control procedures. He has also assisted businesses in value engineering product ranges and introducing market-oriented product lines. Mr Beard has implemented significant company restructuring and recruited new management teams for growth businesses. His negotiation experience includes successes in private placement and in contractual arrangements involving banking facilities, distribution arrangements and processing agreements. Mr Beard has also served as Chairman and Director of Cellnet Group Limited (ASX:CTL) and director of Tasfood Limited (ASX:TFL), Probiotec Limited (ASX:PBP), US Residential Fund (ASX:USR), Villa World Limited (ASX:VLW), Grays Ecommerce Group Limited (ASX:GEG) and Eildon Capital Limited (ASX:EDC).
Mr Ian Campbell, Independent Director	Mr Campbell is currently a Non-Executive Director of Kip McGrath Education Centres Limited (ASX:KME) and Redox Pty Limited. Mr Campbell's previous Non-Executive Director roles include Gloria Jeans Coffees International Pty Limited, Young Achievement Australia Limited and Green's Foods Holdings Pty Limited. Mr Campbell brings to CVC 30 years of experience as a former partner with Ernst and Young and predecessor firms, principally working with entrepreneurial companies in preparing them for growth, sale and the capital markets.

2.8.2 Senior Management

Mr Alexander (Sandy) Beard, Managing Director	See Section 2.8.1
Mr John Hunter, Chief Financial Officer	Mr Hunter is the Chief Financial Officer and Company Secretary of CVC Limited. He joined CVC in 2006 and has overseen the development and management of a number of investment vehicles with his core responsibility being management of financial and statutory reporting and compliance. Mr Hunter has extensive experience in ASX-listed and unlisted public reporting and accounting for property, equity trusts, managed investment companies and schemes, due diligence and compliance.
Mr Mark Avery, Property Manager	Mr Avery is responsible for the group's real estate investment activities, including holding the position of Managing Director of Eildon Capital Limited (ASX: EDC), the property specific investment vehicle of the group. Mr Avery began his professional career at Macquarie Group in 2002 within the property finance division and residential development divisions. Mark then moved to a private Melbourne-based developer before joining a subsidiary of Mirvac in the industrial property sector.

Section 3: Effect of the Offer

3.1 Historical and Pro Forma Financial Information

(a) Basis of preparation

This Section contains historical and pro forma historical financial information of CVC (Financial Information).

The financial information in Section 3.1 is presented in an abbreviated form and does not contain all of the presentation, disclosures, statements and comparative information required by Australian Accounting Standards that are usually provided in an annual financial report prepared in accordance with the Corporations Act.

The financial information comprises:

- historical statement of financial position as at 30 June 2016, 30 June 2017 and 31 December 2017;
- historical statement of financial performance for the years ended 30 June 2016, 30 June 2017 and the 6 months to 31 December 2017; and
- historical statement of cash flows for the years ended 30 June 2016, 30 June 2017 and the 6 months to 31 December 2017.

CVC is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules, including an obligation to lodge half-yearly and annual financial reports with ASIC.

CVC's financial statements for the years ended 30 June 2016 and 30 June 2017 have been audited by HLB Mann Judd, and the financial statements for the half-year ended 31 December 2017, have been reviewed by CVC's auditors HLB Mann Judd in accordance with Australian Auditing Standards. A complete version of CVC's financial reports for these periods are available from ASX's website, www.asx.com.au.

The Financial Information should be read in conjunction with the notes set out in the 2016 Annual Report, the notes set out in the 2017 Annual Report, the notes set out in the 2017 Half Yearly Report, the risks described in Section 4 and other information contained in the Prospectus.

The Directors are responsible for the preparation and presentation of the Financial Information.

The pro forma consolidated balance sheets as at 31 December 2017 have been prepared by the Directors and assumes completion of the transactions detailed in Section 3.1(b). The accounting policies used in preparation of the pro forma consolidated balance sheets are consistent with those set out in CVC's half year report for the half year ended 31 December 2017.

(b) Pro Forma Adjustments

The pro forma consolidated statement of financial position has been prepared based on the historical consolidated statement of financial position as at 31 December 2017 adjusted for the impact of the Offer, as if the Offer was completed at 31 December 2017. The adjustments made to the pro forma statement of financial position reflect an issue of $60 million of CVC Notes, net of the expected costs incurred in respect of the issue of $2.285 million.

Certain costs associated with the Offer will be incurred on issuance of CVC Notes and will be amortised over their tenure.

(c) Historical consolidated statement of financial position

Set out on the next page is a summary of CVC's historical consolidated statement of financial position as at 30 June 2016, 30 June 2017 and 31 December 2017.

In Thousands of AUD	30 Jun 2016 (Audited) $'000	30 Jun 2017 (Audited) $'000	31 Dec 2017 (Reviewed) $'000
FINANCIAL POSITION			
ASSETS			
Current Assets			
Cash	21,673	41,747	56,370
Loans and receivables	80,696	29,676	27,744
Inventories	8,968	-	-
Equity Investments	15,550	15,309	34,838
Investment properties	5,314	6,621	3,820
Other assets	140	187	419
Total Current Assets	**132,341**	**93,540**	**123,191**
Non Current Assets			
Loans and receivables	21,725	21,267	21,891
Equity investments	74,695	95,277	72,371
Investment properties	24,020	24,337	25,733
Deferred tax assets	1,989	5,555	4,197
Other assets	634	397	378
Total Non Current Assets	**123,063**	**146,833**	**124,570**
Total Assets	**255,405**	**240,373**	**247,761**
LIABILITIES			
Current Liabilities			
Trade and other payables	12,497	8,152	6,697
Borrowings	3,168	12,679	13,348
Provisions	1,185	773	868
Tax liability	2,290	4,218	4,790
Total Current Liabilities	**19,140**	**25,822**	**25,703**
Non Current Liabilities			
Borrowings	21,571	10,124	9,661
Provisions	121	19	21
Deferred tax liability	1,054	5,973	4,059
Total Non Current Liabilities	**22,746**	**16,116**	**13,741**
Total Liabilities	**41,886**	**41,938**	**39,443**
NET ASSETS/EQUITY	**213,519**	**198,435**	**208,318**

(d) Historical consolidated statement of financial performance

Set out below is a summary of CVC's historical consolidated statement of financial performance for the years ended 30 June 2016, 30 June 2017 and half year ended 31 December 2017.

In Thousands of AUD	30 Jun 2016 (Audited) $'000	30 Jun 2017 (Audited) $'000	31 Dec 2017 (Reviewed) $'000
FINANCIAL PERFORMANCE			
Income			
Profit from development properties	5,199	3,576	13,931
Interest income	10,951	8,454	4,022
Net income from equity investments	2,912	28,151	11,632
Fee income	1,894	1,491	887
Other income	1,012	1,144	304
Equity accounted profits	2,206	942	651
TOTAL INCOME	**24,173**	**43,758**	**31,428**
Expenses			
Impairments	(1,165)	(2,762)	(119)
Other overhead and administration expenses	(8,262)	(8,866)	(5,093)
TOTAL EXPENSES	**(9,427)**	**(11,628)**	**(5,212)**
EARNINGS BEFORE INTEREST AND TAX	**14,746**	**32,130**	**26,216**
Finance costs	(1,872)	(3,184)	(707)
Income tax expense	(1,775)	(4,676)	(5,540)
Net profit from discontinued operations	3,951	5,188	-
NET PROFIT AFTER TAX	**15,050**	**29,457**	**19,969**

(e) Historical consolidated statement of cash flows

Set out below is a summary of CVC's historical consolidated statement of cash flows for the years ended 30 June 2016, 30 June 2017 and half year ended 31 December 2017.

In Thousands of AUD	30 Jun 2016 (Audited) $'000	30 Jun 2017 (Audited) $'000	31 Dec 2017 (6 Month Period) (Reviewed) $'000
STATEMENT OF CASH FLOWS			
Operating Activities			
Net cashflows from Cellnet operations	481	(7,831)	-
Net cashflows from property development	10,584	(13,535)	6,695
Net cashflows from share investing	(11,744)	28,698	8,257
Net cashflows from lending	(34,732)	15,532	5,685
Dividend income	12,972	2,249	5,986
Interest income	8,885	7,525	8,367
Interest paid	(239)	(396)	(118)
Net general operating expenditure cashflows	(4,489)	(6,450)	(5,440)
Taxes paid	(1,695)	(2,385)	(4,885)
CASH MOVEMENT FROM OPERATING ACTIVITIES	**(19,977)**	**23,407**	**24,548**
Investing Activities			
Disposal of subsidiaries	-	(1,368)	-
Other	(187)	(285)	(23)
CASH MOVEMENT FROM INVESTING ACTIVITIES	**(187)**	**(1,654)**	**(23)**
Financing Activities			
Net cashflows from Cellnet operations	(1,095)	7,207	-
Net borrowings	1,435	7,970	(344)
Dividends paid	(9,995)	(23,639)	(9,558)
Share issues	1,724	7,988	-
Share buy-backs/return of capital	(5,385)	(1,186)	-
CASH MOVEMENT FROM FINANCING ACTIVITIES	**(13,317)**	**(1,659)**	**(9,902)**
NET CHANGE IN CASH BALANCES	**(33,481)**	**20,094**	**14,623**
Opening cash balances	54,457	21,673	41,747
Foreign exchange movement on cash	698	(20)	-
CLOSING CASH BALANCES	**21,673**	**41,747**	**56,370**

(f) Pro forma consolidated statement of financial position

The pro forma consolidated statement of financial position has been derived from the reviewed statutory consolidated statement of financial position as at 31 December 2017 and has been prepared to reflect the CVC Note issue of $60 million pursuant to the Offer, net of associated costs.

The pro-forma consolidated statements of financial position of CVC is provided for illustrative purposes and will not necessarily reflect the actual position and balances as at the date of this Prospectus or at the conclusion of the Offer.

In Thousands of AUD		31 Dec 2017 (Reviewed) $'000	Pro Forma 31 Dec 2017 (Unaudited)	
			Adjustment $'000	Balance $'000
FINANCIAL POSITION				
ASSETS				
Current Assets				
Cash	(1)	56,370	57,715	114,085
Loans and receivables		27,744	-	27,744
Equity Investments		34,838	-	34,838
Investment properties		3,820	-	3,820
Other assets		419	-	419
Total Current Assets		**123,191**	**57,715**	**180,906**
Non Current Assets				
Loans and receivables		21,891	-	21,891
Equity investments		72,371	-	72,371
Investment properties		25,733	-	25,733
Deferred tax assets		4,197	-	4,197
Other assets		378	-	378
Total Non Current Assets		**124,570**	**-**	**124,570**
Total Assets		**247,761**	**57,715**	**305,476**
LIABILITIES				
Current Liabilities				
Trade and other payables		6,697	-	6,697
Borrowings		13,348	-	13,348
Provisions		868	-	868
Tax liability		4,790	-	4,790
Total Current Liabilities		**25,703**	-	**25,703**
Non Current Liabilities				
Borrowings	(2)	9,661	55,924	65,585
Provisions		21	-	21
Deferred tax liability		4,059	645	4,704
Total Non Current Liabilities		**13,741**	**56,569**	**70,310**
Total Liabilities		**39,443**	**56,569**	**96,012**
NET ASSETS/EQUITY		**208,318**	**1,146**	**209,464**

Notes on the pro forma consolidated statement of financial position.

(1) Cash Pro forma reconciliation

The table below details the reconciliation of the pro forma cash balance of CVC as at 31 December 2017, reflecting the impact of the pro forma adjustments on the actual cash at bank.

Pro Forma Cash Reconciliation In thousands of AUD	Pro Forma 31 Dec 2017 $'000
Cash balance as at 31 December 2017	56,370
Gross proceeds from the Offer	60,000
Gross expenses of the Offer	(2,285)
Pro forma cash balance	114,085

Expenses of the Offer	Amount ($000)
Arranger and management fee (including Lead Manager fee and Broker Firm selling fee)	1,950
Legal Fees	125
Accounting and Tax Advice	45
Other[1]	166
TOTAL	**2,285**

1. Other expenses include ASX listing fee, Trustee fees and printing costs

(2) Borrowing Compound financial instruments – Convertible Notes

The unsecured convertible notes to be issued by CVC in accordance with the Offer, are able to be converted to share capital in CVC at the option of the Holder, and the number of Shares to be issued in CVC will not vary with changes in the fair value of the instruments. In accordance with AASB 132: Financial Instruments: Presentation; the CVC Notes will be recognised as a compound financial instrument.

The liability component of a compound financial instrument is initially recognised at the fair value of a comparable liability that does not have an equity conversion option. The equity component is initially recognised as the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component.

Transaction costs which are directly attributable to the CVC Note issue are allocated to the liability and equity component of the compound financial instrument on a proportional basis. The fair value of the liability component of the CVC Note issue has been estimated to be $55.92 million ($60 million Offer) with the balance reflected as a component of equity. These amounts have been recorded within the CVC pro forma consolidated Statement of financial position as at 31 December 2017 net of transaction costs which are directly attributable to the CVC Note issue and the impacts of deferred tax accounting.

After initial recognition, the liability compound financial instrument will be measured at amortised cost using the effective interest method. The equity component of a compound financial instrument is not remeasured after initial recognition.

Interest, dividends, losses and gains relating to the financial liability are recognised in profit or loss.

3.2 Summary Financial Information and Metrics

(a) Financial ratios

To assist potential investors to understand the financial position and performance of CVC, the following disclosure regarding certain financial ratios has been included.

The ratios included below have been calculated based on:

- the auditor-reviewed consolidated statement of financial position as at 31 December 2017
- the auditor-reviewed consolidated profit and loss statement for the six months to 31 December 2017
- the unaudited pro forma consolidated statement of financial position as at 31 December 2017 incorporating the impact of the Offer and expenditure of funds associated with the Offer.

Ratios have been provided for the purposes of this Prospectus only, based on the assumptions outlined, and will not be specified in the financial statements reported by CVC.

	Actual 31 Dec 17 (reviewed)	Unaudited pro forma $60 million Offer
Gearing Ratio[1]	16%	31.4%
Working Capital Ratio[1]	4.79x	7.04x
Interest Cover Ratio[2]	37.07x	10.46x

Notes:

1. The above ratios exclude any potential impact to CVC as a result of a liability that may be recognised in connection with guarantees provided by CVC as noted at Section 3.3 below.
2. The pro forma interest cover ratio includes a notional interest expense on the face value of the CVC Notes calculated at an indicative interest rate of 6%. per annum, on an assumption that the CVC Notes were on issue for the full six month period.

(b) Gearing Ratio

The Gearing Ratio indicates the extent to which the assets of CVC are funded by debt. Generally, a higher ratio indicates greater use of borrowings.

CVC's Gearing Ratio has been calculated using the following formula and information derived from its 31 December 2017 financial statements and unaudited pro forma financial statements:

$$\text{Gearing Ratio} = \frac{\text{Total Liabilities} - \text{Limited Recourse Debt}}{(\text{Total Liabilities} + \text{Total Equity}) - \text{Limited Recourse Debt}}$$

(c) Interest Cover Ratio

Interest cover gives an indication of an issuer's ability to meet its interest payments from earnings. It therefore provides important information about CVC's financial sustainability and the risks associated with CVC's level of borrowings. A low interest cover ratio may indicate that CVC could face difficulties in servicing its debt if earnings decrease or interest rates increase.

CVC's Interest Cover Ratio has been calculated using the following formula and information derived from its 31 December 2017 financial statements and unaudited pro forma financial statements:

$$\text{Interest Cover Ratio} = \frac{\text{EBIT}}{\text{Interest expense}}$$

EBIT means earnings before interest expense and taxes for the half year period ended 31 December 2017, but includes interest income generated from investments.

Interest expense means the interest expense net of interest revenue, taking account of any related hedging arrangements recognised in the profit and loss statements for the half year period ended 31 December 2017.

The pro forma calculation does not assume any additional return to CVC as a result of investing the proceeds of the Offer. The pro forma calculation includes a notional interest expense on the face value of the CVC Notes calculated at an indicative interest rate of 6%. per annum, on an assumption that the CVC Notes were on issue for the full six month period. This information is provided for illustrative purposes only and is not represented as being indicative of the future performance of CVC.

(d) Working Capital Ratio

Working Capital Ratio gives an indication of whether an issuer has sufficient short term assets to meet its short term liabilities. Generally, a higher ratio indicates a greater ability to meet liabilities over the short term, including unexpected liabilities.

CVC's working capital ratio has been calculated, using the following formula and information derived from its 31 December 2017 financial statements and unaudited pro forma financial statements.

$$\text{Working Capital Ratio} = \frac{\text{Current assets}}{\text{Current liabilities}}$$

(e) Assets, liabilities and equity

CVC had total assets of $247.8 million, total liabilities of $39.4 million and total equity of $208.3 million as at 31 December 2017. The market value of the Company's equity at 31 December 2017 (market capitalisation) was $323.9 million. The Company's market capitalisation as at 23 May 2018 was approximately $315.6 million.

(f) Loans and debt

As at the date of this Prospectus, CVC is not in default on current loan covenants or debt obligations.

3.3 CVC Group's Existing Debt Facilities and Debt Maturity

As of the date of this Prospectus, CVC Group has $23.4 million of outstanding interest bearing loans and borrowings as follows:

- Secured loan over Lot 11 Richards Road, Riverstone New South Wales of $13.7 million to an unrelated entity;
- Unsecured loan from Winten (No. 20) Pty Limited of a net $9.7 million.

A further $20 million secured loan facility is available to CVC Group but is currently undrawn.

In addition to the amounts disclosed above, CVC's 2017 Annual Report discloses that the CVC Group had provided $8.43 million in guarantees as security for a number of transactions. Since that date CVC has provided an additional $6.32 million in guarantees, as such at the date of this Prospectus CVC has provided financial guarantees in the order of $14.75 million. CVC is also party to a number of option agreements for the potential acquisition of assets. If these options were exercised CVC would have an obligation to provide a financial guarantee in relation to the completion of the asset acquisitions. The value of these guarantees would be supported by a corresponding interest in the value of the assets to be acquired under the option agreements.

No actual liability has been recorded in the statement of financial position in relation to these guarantees as CVC has not been notified nor is it aware of any obligation to fulfil an obligation under the guarantees.

Section 4: Risk Factors

Before applying for any CVC Notes, you should consider whether the CVC Notes are a suitable investment for you. There are risks associated with CVC's business and risks associated with an investment in the CVC Notes and CVC, many of which are outside the control of CVC. These risks include those in this Section 4 and other matters referred to in this Prospectus. You should carefully consider the risks described and the other information in this Prospectus before investing in CVC Notes. The risks and uncertainties described below are not the only ones CVC faces.

Additional risks and uncertainties that CVC is unaware of, or that CVC currently deems to be immaterial, may also become important factors that affect the CVC Notes or CVC.

4.1 Risks Associated With CVC Notes

4.1.1 CVC Notes Are Subordinated Obligations

In the event of a Winding Up, if the CVC Notes are still on issue and have not been Redeemed or Converted, they will rank for payment:

- ahead of Ordinary Shares;
- equally with all present and future unsubordinated and unsecured debt obligations of CVC (subject to laws and principles of equity affecting creditors' rights or obligations preferred by mandatory provisions of applicable law), and
- behind Senior Creditors.

There may be a shortfall of funds to pay all amounts ranking senior to and equally with CVC Notes if an event of insolvency of CVC occurs. This would result in Holders not receiving any payment if claims ranking senior to CVC Notes were not satisfied in full or otherwise not receiving a full return of capital or any interest due and unpaid at that time.

4.1.2 Interest Payments are Not Guaranteed

CVC expects to make interest payments using available cash balances and cash flow from the CVC Group's investments. CVC's ability to generate cash flows from CVC Group's operations will depend substantially on the performance of its investments in ASX listed companies, income generated from its loan portfolio, realisation of property assets and performance of unlisted investments. The interest payments on the CVC Notes are not guaranteed by CVC, the Trustee or any other entity.

4.1.3 Changes in Interest Rate

Interest on the CVC Notes is calculated by reference to the Bank Bill Rate, which is influenced by a number of factors that may fluctuate over time. The Interest Rate will fluctuate (both increasing and decreasing) over time as a result of movements in the Bank Bill Rate. As the Interest Rate fluctuates, there is a risk that it may become less attractive compared to the rate of return available on other securities.

4.1.4 Future Issues of Debt or Other Securities by CVC

CVC may issue further securities with the same or different terms as the CVC Notes. CVC may issue other securities, including further CVC Notes that rank for interest, redemption or payment in a winding-up of CVC ahead of, equally with, or behind the CVC Notes, without the approval of Holders.

Any issue of other securities may affect a Holders' ability to recover on a Winding Up, if the CVC Notes are on issue at the time.

No prediction can be made as to the effect, if any, such future issues of debt or other securities by an entity in the CVC Group may have on the market price or liquidity of the CVC Notes, or the Ordinary Shares.

4.1.5 Redemption Risk

CVC expects to be able to redeem the CVC Notes using the proceeds from future debt or equity raisings, cash flows from operations (if available) or proceeds from the sale of investments. There is a risk that CVC would be unable to procure or raise sufficient cash resources from future debt or equity raisings or sale of investments and would, in that case, have insufficient cashflows to redeem the CVC Notes at the Maturity Date.

None of CVC, the Trustee or any other entity have guaranteed the redemption of the CVC Notes.

4.1.6 Early Redemption Risk

CVC Notes may be redeemed early by CVC in certain circumstances. Where redeemed, CVC Notes will be redeemed at their Face Value of $100 per CVC Note (plus any accrued interest and applicable Early Redemption Premium (if any)). There is a risk that the relevant redemption amount may be less than the then current market value of the CVC Notes or the timing of such redemption may not accord with a Holder's individual financial circumstances or tax position. Additionally, in the event of an early redemption of CVC Notes, Holder's may not receive the returns they expected to achieve on CVC Notes (if held until maturity) by investing the proceeds in alternative investment opportunities available at that time.

4.1.7 Conversion to Ordinary Shares

The Ordinary Shares held by Holders following conversion of their CVC Notes will have the same rights as other Ordinary Shares, which are different from the rights attached to CVC Notes.

The market price of the Ordinary Shares may be volatile. There may be no liquid market for Ordinary Shares at the time of conversion or the market for Ordinary Shares may be less liquid than that for comparable securities issued by other entities at the time of conversion. Holders may suffer loss as a result.

4.1.8 Dividends May Not be Paid on Ordinary Shares

Payment of any dividends on Ordinary Shares issued on conversion of the CVC Notes is at the discretion of Directors. Holders whose CVC Notes are converted after the record date for a dividend will have no entitlement to that dividend.

Directors may only declare or determine a dividend if there are funds legally available to pay dividends. CVC Notes will not be entitled to participate in any dividends on the Ordinary Shares. The amount of future dividends actually paid will be determined by the Board of CVC having regard, amongst other things, to CVC Group's operating results, financial position and available franking credits. A change in dividend policy or dividend levels may impact the market value of CVC Notes.

4.1.9 Dilution

CVC may undertake additional offerings of securities in the future. The increase in the number of issued Ordinary Shares or securities convertible into Ordinary Shares and the possibility of sales of such securities may depress the price of Ordinary Shares already on issue and of the CVC Notes. In addition, as a result of the issue of Ordinary Shares, the voting power and proportionate economic interest of CVC's existing shareholders (and, indirectly, of holders of CVC Notes) will be diluted. The Terms provide for an adjustment to the Conversion Price in relation to only a limited class of future offerings of securities or in situations where it is lawful to do so (refer Terms of Issue described in Section 8).

4.1.10 No Voting Rights

There is a risk that Holders may be affected by corporate decisions made by CVC. Holders have no voting or other rights in relation to the Ordinary Shares until Ordinary Shares are issued to them. In addition, CVC Notes do not confer on Holders any right to subscribe for new securities in CVC or to participate in any bonus issue of securities. The rights attaching to Ordinary Shares, if Ordinary Shares are issued, will be the rights attaching to Ordinary Shares at that time. Holders have no right to vote on or otherwise to approve any changes to the Constitution in relation to the Ordinary Shares that may be issued to them upon Conversion. Therefore, Holders will not be able to influence decisions that may have adverse consequences for them.

4.1.11 Modification, Waivers and Substitution

CVC may in certain circumstances amend the Terms without the consent of Holders (refer to Clause 19.1 of the Terms). CVC may also amend the Terms if the amendment has been approved by a Special Resolution of Holders. There is a risk that an amendment or a substitution of the Terms will be made, and with which Holders may not agree.

4.1.12 Enforcement Risk

The Terms provide that rights under the CVC Notes and the Note Trust Deed may generally only be enforced by the Trustee and not by the Holders directly. Holders must therefore notify their claims to the Trustee and rely on enforcement by the Trustee, except in certain circumstances where the Trustee has failed to take action after being directed by Holders to do so. Holders may, by ordinary or special resolution, waive breaches or amend the Note Trust Deed. A large Holder may influence the outcome of any such vote.

4.1.13 CVC Notes Not Rated

CVC Notes are unrated. The market price and liquidity of an unrated security may be adversely affected compared to securities that are rated.

4.1.14 Taxation Treatment

A general description of the Australian taxation consequences of investing in the CVC Notes is set out in Section 5. The information in Section 5 is provided in general terms and is not intended to provide specific advice in relation to the circumstances of any potential investor or Holder. Accordingly, you should seek independent advice in relation to your individual tax position before you choose to apply for or invest in CVC Notes.

4.1.15 Foreign Account Tax Compliance Act ('FATCA') Withholding and Reporting

In order to comply with FATCA, CVC (or, if CVC Notes are held through another financial institution, such other financial institution) may be required (pursuant to an agreement with the United States or under applicable law including pursuant to the terms of an applicable intergovernmental agreement entered into between the United States and any other jurisdiction) (i) to request certain information from Holders or beneficial owners of CVC Notes, which information may be provided to the US Internal Revenue Service ('IRS'), and (ii) to withhold tax on some portion of payments made with respect to CVC Notes if such information is not provided or if payments are made to certain foreign financial institutions that have not entered into a similar agreement with the United States (and are not otherwise required to comply with the FATCA regime under applicable law including pursuant to the terms of an applicable intergovernmental agreement entered into between the United States and any other jurisdiction).

If CVC or any other person is required to withhold amounts under or in connection with FATCA from any payments made with respect to CVC Notes or with respect to the issuance of any Ordinary Shares upon any Conversion, Holders and beneficial owners of CVC Notes, and holders of Ordinary Shares issued upon any Conversion will not be entitled to receive any gross up or additional amounts to compensate them for such withholdings. FATCA is complex and its application to the CVC Notes remains uncertain. Prospective investors are advised to consult their own tax advisers about the application of FATCA to the CVC Notes.

This information is based on guidance issued by the IRS or other relevant tax authority as at the date of this Prospectus. Future guidance may affect the application of FATCA to CVC, Holders or beneficial owners of CVC Notes or Ordinary Shares.

4.2 Risks Related to the Market For Notes Generally

4.2.1 Market Price of the CVC Notes May Fluctuate

CVC has applied for quotation of CVC Notes on ASX, but CVC is unable to forecast the market price and liquidity of the market for CVC Notes. The market price for the CVC Notes may fluctuate due to various factors, including:

- operating results of CVC and the CVC Group that vary from expectations of securities analysts and investors;
- changes in expectations as to CVC's future financial performance, including financial estimates by securities analysts and investors;
- announcement of acquisitions, strategic partnerships, joint ventures or capital commitments by CVC or its competitors;
- changes in the market price of Ordinary Shares;
- other major Australian and international events such as hostilities and tensions, and acts of terrorism; and
- other factors beyond the control of CVC and its Directors.

It is possible that CVC Notes will trade at a market price above or below the Face Value as a result of these and other factors. As a result, Holders who wish to sell their CVC Notes may be unable to do so at an acceptable price (if at all). Additionally, this may result in greater volatility in the market price of the CVC Notes than would be expected for non-convertible debt securities. Where markets are volatile, there is the potential for fluctuations in the price of securities, sometimes markedly and over a short period. Investing in volatile conditions implies a greater level of volatility risk for investors than an investment in a more stable market.

4.2.2 Liquidity of the CVC Notes May Be Low

CVC has applied for CVC Notes to be listed on ASX. However, CVC Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Insufficient liquidity may have a severely adverse effect on the market price of CVC Notes which may trade at a market price below their Face Value. Holders may not be able to sell their CVC Notes easily or at an acceptable price. The extent of liquidity may also affect the volatility of the market price of CVC Notes.

4.2.3 Inflation Risk

An increase in the inflation rate may erode in real terms the value of the capital invested in CVC Notes. It may also negatively impact the profitability of the companies in which CVC Group invests, the market value of the shares of those companies, property prices and the real returns generated from debt investments.

4.3 Risks Associated With CVC

Key risks relating to CVC are set out below. It is not, however, possible to describe all the risks to which CVC may become subject and which may impact adversely on CVC's prospects and performance.

4.3.1 General Investment Risk

CVC's primary operations involve the investment in listed equities, private equity and property. CVC's strategy is to identify investments which are undervalued by the marketplace or which CVC can add value via it management strategies to generate a return. There is a risk that CVC may not be able to generate returns on it's investments at a higher value than the original acquisition cost which could materially reduce CVC's revenue and profitability.

4.3.2 Equity Investment Risks

CVC's listed equities investment strategy is to invest predominantly in ASX-listed securities. There are risks associated with investing in listed securities including general market risks and risks specific to the investment company. Considering the investments in which CVC undertakes, there is a greater exposure to liquidity and market risk. The performance of ASX-listed securities are also impacted by Australian and international economic conditions, inflation, interest rates, equity market conditions, environmental concerns, regulatory/compliance issues, geopolitical instability and/or investor sentiment. These risks could materially reduce CVC's revenue and profitability.

CVC generally undertakes investments in smaller market capitalisation businesses. These businesses may be in earlier stages of development, may be dependent on a small number of products or services, may lack substantial capital reserves and/or do not have proven track records. These companies may be exposed to greater risks compared to larger, more established companies as they may be dependent on a small number of products or services, may lack substantial capital reserves and/or do not have proven track records, and may lack an active market in their securities.

4.3.3 Private Equity Investment Risk

CVC's private equity business invests in smaller companies which may be in earlier stages of development, may be dependent on a small number of products or services, may lack substantial capital reserves and/or do not have proven track records. The capital provided to these businesses include a combination of equity and debt funding. The recoverability of the investments is influenced by the success of the business operations. These businesses may be exposed to greater risks compared to larger, more established companies as they may be dependent on a small number of products or services, may lack substantial capital reserves and/or do not have proven track records. Additionally, small companies may be more adversely affected by poor economic or market conditions, inflation, interest rates, environmental concerns, regulatory/compliance issues or as a result of specific business risks such as poor corporate governance which may increase volatility and liquidity risk.

4.3.4 Property Investment Risk

The performance of CVC's property investments is influenced by the realisable value of CVC Group's property and property-related assets and the security supporting loans. The realisable value is affected by general and specific market conditions that affect the timing and amount of the income realised, regulatory impacts including development consents, development costs increasing, cost and availability of finance, contract terminations and level of foreign investment.

4.3.5 Funds Management Investment Risk

The performance of CVC's funds management investments is dependent on the performance of the funds in which CVC is invested. These funds are managed by third party fund managers and therefore the performance of these funds is often outside of the control of CVC. There is a risk that these funds do not achieve stated target returns or performance which could directly impact CVC's revenue and profitability.

4.3.6 Availability of Suitable Investment Opportunities

The success and profitability of CVC will largely depend upon the availability of investment opportunities in the various asset classes of listed, private equity and property as well as the ability to source and identify suitable opportunities. The availability of these opportunities is impacted by market conditions and other factors outside CVC's control as well as retaining and sourcing skilled personnel. Any failure to identify and/or source appropriate transactions and opportunities will adversely affect the performance of CVC.

4.3.7 Failure of Internal Governance, Compliance and Risk Management Systems

The success of the investment strategies and financial performance of CVC is dependent on internal processes, people and systems as well as external events. CVC has adopted policies and procedures to control exposure to various risks, there are inherent limitations in any risk management control system that may result in CVC not being able to successfully implement its investment strategies, affecting the financial performance of the company.

4.3.8 Key Management And Investment Personnel

Key management and investment personnel are responsible for sourcing opportunities recommending and managing the investments of CVC. As a result, the performance and profitability of CVC is in part dependent on the expertise and investment recommendations of key staff members and its directors. There is a risk that the financial performance of the company could be impacted if key staff members or directors resign or retire their employment at CVC.

4.3.9 Market Risk

The market prices of the investments in which the CVC Group invests can fluctuate as a result of market conditions caused by factors such as economic conditions, interest rates, regulations, sentiment and geopolitical events as well as environmental, social and technological factors. The value of the CVC Group's investments change in value over short or extended periods of time. Markets tend to move in cycles with different asset classes underperforming at different times over extended periods of time.

The investment portfolio may be adjusted in view of prevailing and forecast market conditions, and there is no limitation on the length of time an investment may be held, directly or indirectly, by the CVC Group prior to being sold. Investment turnover will vary from year to year, which generates varying transactions costs and profit recognition.

Interest rate movements may also adversely affect the value of investments of the CVC Group through their effect on the price of investments and the cost of borrowing. The CVC Group generally provides fixed interest loans to borrowers and as interest rates increase the margin earned on loans provided decreases.

Investments may be made on limited due diligence conducted only with the records made available. This has potential to increase the risks associated with an individual investment, including future recovery.

4.3.10 Leverage Risk

CVC undertakes investments which can be considered to be specialised in nature based on the structure and the type of investments. The specialisation includes high levels of debt finance, including being subordinated to third party lenders for various investments as well as providing equity funding that may be considered risky in nature.

Leverage can also be utilised by the group, including direct borrowings and derivatives such as options, to increase the scale of the portfolio and increase returns, which can magnify the gains and losses achieved in the portfolio.

4.3.11 Liquidity Risk

CVC's portfolio includes investments in assets that are typically subject to low levels of liquidity. This includes investments in various asset classes of listed, unlisted and property assets. If a security cannot be bought and sold quickly enough (or at all) or at an earlier time than intended then CVC may suffer significant losses.

4.3.12 Concentration Risk

CVC's investment strategy includes taking significant positions and undertaking active management roles in businesses and property projects. CVC continues to grow and diversify its portfolio across various asset classes including listed, unlisted and property. This includes undertaking equity investments, provision of senior and subordinated loans, acquisition of direct property holdings and other transactions in its investment activities. CVC's portfolio may consist of a small number of investments that may subject the company to investment concentration risk. The lower the number of investments the higher the concentration and, in turn, the higher the potential volatility. The strategy of CVC is to actively manage investments to seek to reduce the risk of a decrease in value of an individual investment that could have an impact on the portfolio as a whole.

4.3.13 Manager Risk

The property portfolio of the CVC Group is managed by Eildon Funds Management Limited (EFM), of which CVC holds a 40% shareholding. EFM is paid a compensation fee structure for managing property assets based on a fixed fee as a percentage of assets under management plus a performance fee based on the performance of certain assets. Performance fees are payable by CVC to EFM when an investment is realised, and are calculated based on a proportion of the pre-tax profit made by CVC on an investment above a benchmark hurdle rate of return. For existing investments the benchmark internal rate of return required to be achieved before a performance fee is payable to EFM is 20% per annum. Performance fee arrangements may create an incentive for EFM to make more speculative or higher risk investments than would be the case in the absence of a fee based on the performance of the investments.

4.3.14 Counterparty Risk

Borrowers of the CVC Group's funds may experience financial difficulty repaying loans and breach lending covenants. The need to enforce security and undertake recovery action by selling assets at an earlier time to enable repayment of loan facilities may occur at a price lower than the optimal sale price. Deterioration in economic conditions, inadequate provisioning or a significant breakdown in credit disciplines could diminish available capital and could adversely affect CVC's financial performance, liquidity, capital resources, financial condition and investment prospects.

4.3.15 Risk Associated With Short Selling

CVC engages in short selling of securities, where securities are borrowed which are then sold with the objective of buying back at a price for less than the original sale price. Short selling exposes CVC to losses if the price of the securities rise rather than fall and the securities have to be liquidated at a loss and not at a time of CVC's choosing.

4.3.16 Geographical Risk

Investments made by CVC Group in foreign countries may be exposed to a higher degree of sovereign, political, economic, market and corporate governance risks than domestic investments.

4.3.17 Currency Risk

CVC's investments denominated in foreign currency creates an exposure to fluctuations which can change the value of the portfolio's investments measured in Australian Dollars.

4.3.18 Reputational Risk

There is a risk that CVC's reputation could be impaired by factors including poor performance, potential conflicts of interest, pricing policies, failing to comply with legal and regulatory requirements, ethical issues, litigation, privacy, improper conduct of companies in which CVC invests, security breaches, inappropriate executive remuneration, risk management failures, contagion from reputational concerns of other asset managers, improper conduct, carelessness and deliberate acts or otherwise, of current or former directors, officers, employees, contractors or shareholders. The ability to undertake new investments and secure future funding may be adversely impacted resulting in financial penalties, restriction on freedom to operate, be subject to legal and regulatory action, and CVC's future prospects could be adversely affected by reputational damage. CVC is aware of ongoing court matters in relation to shareholders and former directors that may have an adverse reputational impact.

4.3.19 Regulatory Risk

CVC is subject to extensive laws and regulations, with the relevant regulatory authorities including APRA, ASIC ACCC, AUSTRAC, ATO and ASX. If CVC fails to comply with applicable laws and regulations, including ceasing to hold an Australian Financial Services (AFS) Licence, it may be subject to fines, penalties and/or, restrictions on its ability to do business.

4.3.20 Accounting Standards

The existing accounting standards require the recognition of profits and losses from the revaluation of certain listed and unlisted investments in the Statement of Financial Performance before the investments have been realised. Conversely increases in the value of development properties that are classified as inventories are not adjusted in the financial report until the properties are realised. The impact of these standards is an increase in the volatility of reported earnings across accounting periods. Further, changes to the existing accounting standards may affect the reported earnings and financial position of CVC in future financial periods.

4.3.21 Litigation Risk

Due to the nature of CVC's business, there is a risk it may be involved in litigation, arbitration or regulatory proceedings. Such matters are subject to many uncertainties, and the outcome of individual matters cannot be predicted with certainty. If CVC is ordered to pay money (for example, damages, fines, penalties or legal costs), has an order made against its assets, is ordered to carry out actions which adversely affect its business operations or reputation or is otherwise subject to adverse outcomes of litigation, arbitration and regulatory proceedings, CVC's profitability may be adversely affected. CVC's reputation may also be damaged.

4.3.22 Fraud Risk

CVC could be adversely affected if an employee, contractor or external service provider does not act in accordance with regulations or CVC's policies and procedures, engages in inappropriate or fraudulent conduct, or unintentionally fails to meet a professional standard. As a result, CVC could incur losses, financial penalties and reputational damage, and could be subject to legal or regulatory action.

4.3.23 Non-Recourse Debt

In the ordinary course of business, CVC may incur non-recourse debt. Should an instance occur where the asset subject to the debt does not cover the financial obligation, the Board of CVC and Management may decide to repay any deficiency in order to avoid any reputation, financial or other risk to the financial, operating or business performance of CVC and its subsidiaries. The repayment of this debt could negatively impact CVC's financial position.

Section 5: Australian Tax Implications

This Section contains a general description of the Australian tax consequences of acquiring, holding and disposing of the CVC Notes.

The description applies only to Holders who are individuals who are not otherwise associates of CVC and who acquire, hold and dispose of the CVC Notes as a capital investment. It does not apply to Holders which are companies, trusts or other types of entities and it does not apply to Holders who acquire, hold or dispose of the CVC Notes as part of the conduct of a business, or who otherwise hold the CVC Notes on revenue account or as trading stock nor to Holders who are subject to the taxation of financial arrangements rules contained in Division 230 of the Tax Act in relation to gains and losses on their CVC Notes.

The actual taxation consequences of acquiring, holding and disposing of the CVC Notes will vary depending upon the particular circumstances of each Holder. Therefore, prospective Holders should obtain independent professional advice relating to their own specific circumstances and they should not rely on the summary below.

This summary assumes that all relevant transactions are carried out in the manner described in this Prospectus and is based upon the law and the commonly understood administrative practices of the Australian Taxation Office as in effect at the date of this Prospectus. Prospective investors should note that taxation law and its interpretation is subject to change and is open to challenge. Prospective investors should treat the following comments as a guide only. No ruling has been sought from the Australian Taxation Office to confirm the views below.

5.1 CVC Notes as Debt Interests

CVC should be taken to have an 'effectively non-contingent obligation' to repay the Principal Amount, plus any accrued but unpaid interest, on the CVC Notes on the Maturity Date, because CVC's obligation to pay these amounts is not subject to any contingency and cannot be deferred or waived in any circumstance. On this basis, the CVC Notes should be 'debt interests' issued by CVC, notwithstanding that the Holders will have the right to convert their CVC Notes into Ordinary Shares in CVC in accordance with the Terms of Issue because this right is effectively disregarded under the Tax Act. Therefore, interest payable on the CVC Notes should not be frankable distributions for tax purposes but assessable as interest under ordinary concepts, as discussed below.

5.2 Australian Resident Individuals

(a) Payments of Interest

Payments of interest in respect of the CVC Notes must be included in the assessable income of Holders who are residents of Australia for Australian income tax purposes, generally in the year of income in which the payments are received.

Holders are not required to quote their tax file number to CVC in connection with their acquisition of the CVC Notes, but CVC will be required to withhold and remit to the Australian Taxation Office a portion (currently 47%) of any interest payable on the CVC Notes to a Holder who has not validly quoted their tax file number in connection with their acquisition of the CVC Notes (or provided evidence of an applicable exemption from withholding). Where withholding is required, the Holder would be entitled to claim from the Australian Taxation Office a credit for the amount which CVC withheld from that Holder and remitted to the Australian Taxation Office.

No additional amounts are payable to a Holder if withholding is required because that Holder did not validly quote a tax file number or provide evidence of an applicable exemption.

(b) Sale or redemption of CVC Notes

The CVC Notes held by Australian resident individuals should be subject to the rules applicable to traditional securities because the CVC Notes would not be issued at a discount to their face value nor would they have any deferred income features such as indexation of invested capital.

Therefore, any gain made on the sale or redemption of the CVC Notes (where the amount received on sale or redemption exceeds the cost of subscribing for or purchasing the CVC Notes), would be included in the assessable income of the Australian resident Holder, usually in the year of income in which the Holder becomes entitled to receive the proceeds of sale or the redemption amount. In those circumstances, the gain would generally not be subject to the capital gains tax ('CGT') provisions and the CGT discount would not apply, even if the CVC Notes were held for more than 12 months.

Similarly, any loss made by an Australian resident individual Holder from the sale or redemption of the CVC Notes (where the amount received on sale or redemption is less than the cost of subscribing for or purchasing the CVC Notes), would be an allowable deduction, usually in the year of income in which the Holder becomes entitled to receive the proceeds of sale or the redemption amount, provided that the transaction was conducted on an arm's length basis. Again, the capital gains tax provisions would generally not apply in relation to the loss incurred in those circumstances. However, a deduction will not be available if:

1. The CVC Notes were not acquired in the ordinary course of trading on a securities market; and
2. At the time the Holder acquired the CVC Notes, it was not open to the Holder to acquire an identical security in the ordinary course of trading on a securities market; and
3. The disposal did not take place in the ordinary course of trading on a securities market; and
4. Having regard to the financial position of CVC, perceptions of the financial position of CVC and any other relevant matters, it would be concluded that the CVC Notes were disposed of for the reason (or for reasons that included the reason) that there was an apprehension or belief that CVC was or would be likely to be, unable or unwilling to discharge all liability to pay amounts under the CVC Notes.

Where a deduction is not available, the noteholder should be entitled to claim a capital loss.

(c) Conversion to Ordinary Shares

A Holder of a CVC Note may request Conversion of the CVC Note into Ordinary Shares. A Conversion will entail the redemption of the CVC Notes for the redemption amount and an application of that amount in subscribing for a prescribed number of Ordinary Shares in CVC. The Conversion would generally be ignored for the purposes of both the traditional securities rules described above and the CGT rules, such that there will be no taxing point (and no loss) at the time of Conversion under those rules (ie there would be rollover relief). Instead, the Ordinary Shares acquired pursuant to the conversion will be treated as having a cost base that is, in broad terms, equal to the cost base of the CVC Notes at the time of conversion, plus any amount paid on Conversion (where applicable).

Any gain or loss on the ultimate disposal of the Ordinary Shares will be subject to the CGT provisions and it will not be necessary, or possible, to treat the pre-conversion period as on revenue account.

A Holder will be taken to have acquired the Ordinary Shares acquired pursuant to a Conversion at the time of the Conversion. The acquisition date of the Ordinary Shares does not go back to the date of the acquisition of the CVC Notes because Ordinary Shares are different instruments to the CVC Notes. Therefore, the Ordinary Shares would need to be held for a further 12 months in order to be eligible for any available CGT discount. Holders should seek their own advice regarding their entitlement to the CGT discount upon an ultimate disposal of any Ordinary Shares acquired pursuant to a Conversion.

5.3 Non-Australian Residents

(a) Australian tax treatment of Interest

If a Holder of CVC Notes is not a resident of Australia for Australian tax purposes, interest payable to that Holder would generally not be subject to Australian income or interest withholding tax, provided that the non-resident Holder does not hold the CVC Notes in connection with the conduct of any business in Australia and also provided that CVC issues the CVC Notes in a manner which satisfies the public offer test and other requirements for exemption from non-resident interest withholding tax, which it is CVC's intention to do.

(b) Sale or redemption of CVC Notes

A non-resident Holder of CVC Notes would generally not be subject to Australian tax on a gain (or loss) from the sale or redemption of CVC Notes under the traditional securities provisions, provided that any gain made from that sale or redemption was not from sources in Australia. Although the application of the source rules depends heavily on the particular facts and circumstances of each case, and can be uncertain, gains from the sale or redemption of CVC Notes by a non-resident Holder should generally not be taken to be from Australian sources if the non-resident Holder acquired, held and disposed of the CVC Notes outside Australia. It is important to note that a non-resident Holder may however be subject to tax on the disposal of the CVC Notes in their own tax jurisdiction and accordingly they should seek their own taxation advice in relation to this issue.

Even if a gain from the sale or redemption of the CVC Notes by a non-resident Holder is treated as being derived from sources in Australia, that gain may be exempt from Australian tax under the provisions of an applicable Double Tax Treaty between Australia and the country of residence of the Holder. Non-resident Holders should seek their own taxation advice in relation to this issue.

The CGT provisions would generally not apply to the sale or redemption of the CVC Notes except where:

1. A non-resident Holder holds their CVC Notes in connection with carrying on a business though a permanent establishment in Australia (although gains and losses may otherwise be caught under the traditional securities provisions in this circumstance);
2. A non-resident Holder holds their CVC Notes as part of an indirect interest in Taxable Australian Property (i.e. if CVC was land rich); or
3. A non-resident Holder was formerly a resident and they elected to keep their CVC Notes within the capital gains tax net.

Non-resident Holders should seek their own taxation advice in relation to this issue.

(c) Conversion to Ordinary Shares

As described above in relation to Australian resident Holders, the conversion of a CVC Note would generally be ignored for the purposes of both the traditional securities rules and the CGT rules, such that there will be no taxing point (or loss) at the time of conversion under those rules. Instead, the Ordinary Shares acquired pursuant to the conversion will be treated as having a cost base that is, in broad terms, equal to the cost base of the CVC Notes at the time of conversion plus any amount paid on conversion (where applicable), with a Holder being taken to have acquired the Ordinary Shares at the time of the conversion.

Any gain or loss by a non-resident Holder on the ultimate disposal of the Ordinary Shares should only be subject to the Australian CGT provisions if:

1. A non-resident Holder holds their Ordinary Shares in connection with carrying on a business though a permanent establishment in Australia;
2. A non-resident Holder holds their Ordinary Shares as part of an indirect interest in Taxable Australian Property (i.e. if CVC was land rich); or
3. A non-resident Holder was formerly a resident and they elected to keep their Ordinary Shares within the capital gains tax net.

Otherwise, the CGT rules should not apply to tax any gain by a non-resident Holder on the ultimate disposal of their CVC Ordinary Shares. Non-resident Holders should seek their own taxation advice as to whether their Ordinary Shares may be subject to the operation of the Australian CGT provisions.

(d) Non-Australian taxes

Holders who are not residents of Australia may be subject to other tax consequences in their own country of residence. Holders should seek tax advice in their own country or residence.

5.4 Other Taxes

Holders of CVC Notes will generally not be subject to any Australian Goods and Services Tax or stamp duties in any Australian State or Territory in respect of their acquisition, holding, sale, redemption or conversion of CVC Notes or the receipt of interest payable on CVC Notes.

Section 6: Additional Information

6.1 Reporting and Disclosure Obligations

This Prospectus is a transaction specific prospectus issued by CVC in accordance with the applicable provisions of the Corporations Act for a prospectus for continuously quoted securities. It has been prepared in accordance with section 713 of the Corporations Act and ASIC Corporations (Offers of Convertibles) Instrument 2016/83.

This Prospectus does not contain the same level of disclosure as an initial public offering prospectus or a prospectus prepared in accordance with section 710 of the Corporations Act.

CVC is a disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. These obligations require that CVC prepare both yearly and half-yearly financial statements and a report on the operations of CVC during the relevant accounting period together with an audit or review report by its auditor. Copies of these documents and other documents lodged with ASIC by CVC may be obtained from, or inspected at, an ASIC office.

CVC also has an obligation under the ASX Listing Rules to notify ASX immediately of any information concerning CVC of which it becomes aware and which a reasonable person would expect to have a material effect on the price or value of CVC's securities unless exceptions from disclosure apply under ASX Listing Rules. ASX maintains records of company announcements for all companies listed on ASX. CVC's announcements may be viewed on ASX's website (www.asx.com.au).

Section 713 of the Corporations Act (as modified by ASIC Corporations (Offers of Convertibles) Instrument 2016/83) enables a company to issue a transaction specific prospectus where the securities offered are continuously quoted securities (within the meaning of that term in the Corporations Act) or securities convertible into continuously quoted securities. This generally means that the relevant securities are in a class of securities that were quoted enhanced disclosure securities at all times during the 3 months before the date of the prospectus and that, during the 12 months before the date of the prospectus, the issuing company was not exempted from the continuous disclosure regime and disclosing entity requirements provided for under the Corporations Act and the ASX Listing Rules.

The content requirements for a transaction specific prospectus under Section 713 of the Corporations Act require that the prospectus contain:

- information regarding the effect of the Offer on CVC;
- information regarding the rights and liabilities attaching to the CVC Notes and the Ordinary Shares (underlying securities that the CVC Notes may be converted into).
- statements detailing that, as a disclosing entity, CVC is subject to regular reporting and disclosure obligations, and that copies of documents lodged with ASIC in relation to CVC may be obtained from, or inspected at, an ASIC office; and
- a statement informing people of their right to obtain a copy of certain financial documents and continuous disclosure notices, and noting that copies will be provided free of charge if requested during the application period for the prospectus.

CVC believes, after having made reasonable enquiry, that it has complied in full with, and has not been exempted from, the general and specific requirements of ASX (as applicable throughout the 12 month period prior to the date of this Prospectus) which required the Company to notify ASX of information about specified events or matters as the arise for the purpose of the ASX making that information available to the stock market conducted by ASX.

To meet the specific disclosure requirements for a transaction specific prospectus set out in section 713(5) of the Corporations Act, the prospectus must also incorporate information if such information:

- has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
  - the assets and liabilities, financial position and performance, profits and losses and prospects of the body; and
  - the rights and liabilities attaching to the securities being offered.

The prospectus must contain this information only to the extent to which it is reasonable for investors and their professional advisors to expect to find such information in the prospectus.

6.2 Accessing Information About CVC

CVC will provide a copy of any of the following documents free of charge to any person who requests a copy during the Offer Period in relation to this Prospectus:

- the financial statements of CVC for the year ended 30 June 2017 (being the most recent annual financial statements lodged with ASIC before the lodgement of this Prospectus);
- the interim financial report of CVC for the half year ended 31 December 2017 (being the most recent interim financial statements lodged with ASIC before the lodgement of this Prospectus);
- any document or financial statement lodged by CVC with ASIC or ASX under the continuous disclosure reporting requirements in the period after the lodgement of the annual financial statements and before the lodgement of this Prospectus; and
- CVC's Constitution.

Copies of CVC's financial statements are available at: http://www.cvc.com.au/investor-information/cvc-limited/annual-reports/

Copies of CVC's Constitution and copies of the financial statements are available on request from the CVC office on (02) 9087 8000 or alternatively by emailing lmacklin@cvc.com.au or jhunter@cvc.com.au.

The following announcements (continuous disclosure notices) have been made by the Company to ASX since lodgement of its annual report for the financial year ended 30 June 2017 with ASIC (and ASX) on 25 October 2017:

Date	Headline
25/10/2017	Annual Report to shareholders
26/10/2017	Notice of Annual General Meeting/Proxy Form
27/10/2017	Details of Company Address
7/11/2017	Change in substantial holding - TOT
17/11/2017	EDC: Institutional Equity Placement and SPP
27/11/2017	Announcement of buy-back - Appendix 3C
27/11/2017	Results of Meeting
27/11/2017	AGM Presentation
28/11/2017	Change in substantial holding for EDC
1/12/2017	Appendix 3F - Prior Year Final Share buy-back notice
19/12/2017	Ceasing to be a substantial holder for TOT
20/12/2017	Donnybrook Disposal
20/12/2017	VLW: $100 million Donnybrook sale
20/12/2017	EDC: Investment Update
20/12/2017	Change in substantial holding for EDC
22/12/2017	Change in substantial holding for IDZ
22/12/2017	Becoming a substantial holder for IDZ
3/01/2018	Ceasing to be a substantial holder for CLT
9/01/2018	Becoming a substantial holder for TFL
17/01/2018	Change in substantial holding for EDC
21/02/2018	Dividend Details
21/02/2018	Dividend/Distribution - CVC
22/02/2018	Half Year Accounts
23/02/2018	Becoming a substantial holder for CWX
23/03/2018	Change in substantial holding for EDC
26/03/2018	Change in substantial holding for PBP
27/03/2018	Becoming a substantial holder for BPS
27/03/2018	Becoming a substantial holder for IDT
18/04/2018	Change in substantial holding
26/04/2018	Becoming a substantial holder for MSV
26/04/2018	Becoming a substantial holder for ACU
26/04/2018	Change in substantial holding for CWX
16/05/2018	Ceasing to be a substantial holder for INP
25/05/2018	Becoming a substantial holder for UBI
30/05/2018	Prospectus – $50 million Convertable Note Issue
30/05/2018	Trust Deed – Convertable Notes
30/05/2018	Presentation – $50 million Convertable Note Issue
30/05/2018	Appendix 3B

6.3 Rights Attaching to CVC Notes

The rights attaching to CVC Notes are contained in the CVC Notes Terms, which are contained in Section 8.

6.4 Rights Attaching to Ordinary Shares

Ordinary Shares may be issued to Holders by CVC on Conversion of CVC Notes. These Ordinary Shares will be issued as fully paid and will rank equally with all other Ordinary Shares already on issue in all respects, except that they will not be entitled to any dividend or any other distribution or entitlement that has not been paid as at the Conversion Date but for which the record date was prior to the Conversion Date. The rights attaching to Ordinary Shares are set out in CVC's Constitution, the ASX Listing Rules and the Corporations Act. A summary of these rights is set out below.

Transfers

Subject to the Constitution of CVC, the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rules, Ordinary Shares will be freely transferable.

Unless otherwise required by law, CVC is not required to recognise any interest in Ordinary Shares apart from that of registered holders of Ordinary Shares.

Where two or more persons are registered as joint holders of any Ordinary Share, the joint shareholder named first in the register of shareholder in respect of that Ordinary Share is treated as being the sole owner of the Ordinary Share in relation to the receipt of dividends, service of notices and all other matters connected with CVC except the transfer of Ordinary Shares, the right to vote, delivery of certificates and liability for calls or instalments.

If a shareholder dies, the only person(s) who may be recognised by CVC as having any title to or interest in the shares held by the deceased are:

- where the deceased was a sole holder - the legal personal representative; and
- where the deceased was a joint holder - the surviving joint holder.

However, this does not in any way release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by the deceased with other persons.

Subject to the ASX Settlement Operating Rules and the Bankruptcy Act 1966, any person becoming entitled to a share in consequence of the death or bankruptcy of holder of the Ordinary Shares may, upon producing such evidence as the directors of CVC require, elect either to be registered as the holder of the Ordinary Share or to nominate another person to be registered as the holder of the Ordinary Share.

Profits and Dividends

Holders of Ordinary Shares are entitled to receive such Dividends as may be determined by CVC. Dividends determined by CVC are payable to holders of Ordinary Shares in proportion to the amounts paid on the Ordinary Shares that they hold.

Dividends must only be paid in accordance with applicable laws and CVC's Constitution. CVC is restricted under the Corporations Act from paying Dividends unless:

- CVC's assets exceed its liabilities immediately before the Dividend is determined and the excess is sufficient for the payment of the Dividend;
- the payment of the Dividend is fair and reasonable to CVC's shareholders as a whole; and
- the payment of the Dividend does not materially prejudice CVC's ability to pay its creditors.

CVC's Constitution provides that Dividends may only be paid out of the profits of the Company.

Winding up of CVC

Subject to the preferential entitlement (if any) of preference shareholders, holders of Ordinary Shares are entitled to share equally (in proportion to the share capital paid up on their Ordinary Shares) in any surplus assets if CVC is wound up.

Meetings and Voting Rights

Holders of Ordinary Shares are entitled to receive notice of, attend and vote at general meetings of CVC. Each holder of Ordinary Shares present at a general meeting (whether in person or by proxy or representative) is entitled to one vote on a show of hands or, on a poll, one vote for each fully paid Ordinary Share held and fraction of a vote equivalent to the paid up capital of a partly paid Ordinary Share.

Variation of Rights

The rights, privileges and restrictions attaching to the Ordinary Shares can only be varied by a special resolution passed at a meeting of Shareholders by those shareholders present at the meeting or by proxy who hold at least 75% of the votes attaching to Ordinary Shares or by written consent of members with at least 75% of the votes attaching to Ordinary Shares

Issue of further Ordinary Shares

Subject to Shareholder approvals required under the ASX Listing Rules, the CVC Directors control the issue of Ordinary Shares. Subject to the Corporations Act, the Constitution and ASX Listing Rules, the CVC Directors may issue further Ordinary Shares, and grant options and pre-emptive rights over Ordinary Shares, on such terms and conditions as the Directors determine.

6.5 CVC Notes Trust Deed

The CVC Notes Trust Deed governs the terms and conditions on which the CVC Notes are to be issued and is subject to the Corporations Act and ASX Listing Rules. Schedule 1 to the CVC Notes Trust Deed contains the Terms of Issue of the CVC Notes. Those Terms of Issue are set out in Section 8.

The following is a summary of the material provisions of the CVC Notes Trust Deed. To obtain a complete understanding of the Note Trust Deed it is necessary to read it in full. A complete copy of the CVC Notes Trust Deed is available for inspection without charge during normal office hours at the registered office of CVC at Level 37, Gateway, 1 Macquarie Place, Sydney NSW 2000 within 7 days after lodgement of this Prospectus.

The CVC Notes Trust Deed will also be released to ASX and will be available from its website (www.asx.com.au).

(a) Legal nature of the CVC Notes

The CVC Notes Trust Deed provides that the CVC Notes:

- constitute separate and independent acknowledgments of the indebtedness of CVC;
- are subject to the terms of the CVC Notes Trust Deed (including the Terms of Issue);
- are direct, redeemable, unsecured and unsubordinated obligations of CVC;
- are convertible into Shares on and in accordance with terms of the CVC Notes Trust Deed (including the Terms of Issue);
- rank equally and without any preference amongst themselves as described in the Terms of Issue; and
- are 'unsecured notes' for the purposes of section 283BH of the Corporations Act; and
- do not carry a right to vote at any general meeting or to dividends paid by CVC.

CVC's obligations in relation to the CVC Notes, as constituted by and specified in the CVC Notes Trust Deed, are to the Trustee and to those persons who are registered as Holders. CVC may elect to issue certificates to Holders.

(b) CVC's undertakings

Under the CVC Notes Trust Deed, CVC undertakes to the Trustee and each Holder that it shall among other things:

- comply with the CVC Notes Trust Deed, including the Terms of Issue;
- comply with its reporting and other obligations to the Trustee, ASIC, ASX and to the Holders under the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rules;
- carry on and conduct the business of CVC in a proper and efficient manner and will procure that each of its subsidiaries will carry on and conduct their businesses in a proper and efficient manner;
- notify the Trustee after it becomes aware that any material condition of the CVC Notes Trust Deed cannot be fulfilled or after it becomes aware of any Material Adverse Effect or the occurrence of any Event of Default (as those terms are defined in the CVC Notes Trust Deed);

- pay to the Trustee (on behalf of the Holders) all moneys owing from time to time as and when due in accordance with the Terms of Issue or as otherwise required under the CVC Notes Trust Deed;
- provide to the Trustee and to each Holder who requests it in accordance with section 318(2) of the Corporations Act, a copy of the Company's consolidated audited accounts in respect of each financial year and a copy of the Company's annual report for that financial year, at the time required by the Corporations Act;
- provide or cause to be provided (within the required time or, in all other cases, promptly) to the Trustee any information which the Trustee may reasonably require for the purposes of the CVC Notes Trust Deed or for compliance with the Corporations Act;
- promptly give the Trustee copies of all documents and notices given to Holders at the same time any such document or notice is given to the Holders;
- use all reasonable endeavours to ensure that the CVC Notes are, within a reasonable time after their issue, quoted on the ASX and that such quotation is maintained (including paying all necessary listing fees), and it will provide to the ASX such information as the ASX may require in accordance with the ASX Listing Rules and any other ASX requirements; and
- comply with all laws which may be binding on it with respect to the CVC Notes, including the Corporations Act, the ASX Listing Rules and the ASX Settlement Operating Rules (if applicable), and do anything reasonably requested by the Trustee to enable the Trustee to comply with the Corporations Act (or any other laws binding on the Trustee with respect to the Trust or the CVC Notes), the ASX Listing Rules and the ASX Settlement Operating Rules (if applicable).

(c) Trustee's undertakings

Under the CVC Notes Trust Deed, the Trustee makes certain undertakings including that it will:

- act honestly and in good faith and comply with all applicable laws in performing its duties and in the exercise of its discretions under the CVC Notes Trust Deed;
- if and to the extent the Trustee holds Trust assets, keep accounting records which correctly record and explain all amounts paid and received by the Trustee in its capacity as trustee under the CVC Notes Trust Deed; and
- if and to the extent the Trustee holds Trust assets, keep the assets of the Trust separate from all other assets of the Trustee which are held in a capacity other than as trustee under the CVC Notes Trust Deed.

(d) Power of the Trustee

In addition to those powers arising under law, the Trustee has certain powers and discretions as set out in the CVC Notes Trust Deed, including the power:

- subject to the Corporations Act and subject to instructions by Holders by special resolution, in its absolute discretion to waive or excuse a breach or default under the CVC Notes Trust Deed on any terms or conditions, or without imposing any terms and conditions, (if the Trustee is reasonably satisfied that the default, including any Event of Default, will not materially prejudice the Holders' interests);
- to delegate its functions; and
- to amend the CVC Notes Trust Deed in certain circumstances by agreement with CVC (and beyond this modifying the CVC Notes Trust Deed requires a resolution of Holders).

The Trustee may hold CVC Notes and may deal in any capacity with CVC or any Related Body Corporate of the Company.

(e) Limited liability and indemnity of Trustee

The liability of the Trustee is limited in the manner set out in the CVC Notes Trust Deed.

The Trustee will not be liable to CVC, a Holder or any other person in any capacity other than as trustee of the CVC Convertible Note Trust. The Trustee will not be liable for (among other things):

- any loss arising from the acts or omissions of any delegate, attorney or agent appointed by the Trustee in accordance with the CVC Notes Trust Deed (other than a Related Body Corporate, as defined in the CVC Notes Trust Deed);
- any act or omission of the Trustee to the extent to which it was caused or contributed by any failure of CVC, a Holder or any other person to fulfil its obligations under the CVC Notes Trust Deed or any other Transaction Document (as defined in the CVC Notes Trust Deed); or
- any loss or damage which CVC or a Holder may suffer as a result of a failure of the Trustee to perform its obligations under the CVC Notes Trust Deed or any other Transaction Document (as defined in the CVC Notes Trust Deed), which cannot be paid or satisfied out of any property held by the Trustee.

The Trustee will be indemnified against and for all fees, costs, losses, liabilities, and expenses (Costs) incurred by it and payments made in the execution of the CVC Notes Trust Deed or the exercise of any of the powers, authorities or discretions vested in the Trustee under the CVC Notes Trust Deed, except to the extent that the Cost arises out of the Trustee's fraud, negligence or wilful default or breach of section 283DA of the Corporations Act (where the Trustee fails to show the degree of care and diligence required of it as Trustee) or it relates to any taxes (excluding GST) imposed on the Trustee's remuneration for its services as trustee.

6.6 Offer Management Agreement

CVC and the Lead Manager entered into the Offer Management Agreement on 30 May 2018.

Under the Offer Management Agreement, CVC appointed Evans Dixon Corporate, a division of Evans and Partners, as the Lead Manager to the Offer. The Lead Manager has agreed under the Offer Management Agreement to lead manage, and act as sole bookrunner for the Offer.

Under the Offer Management Agreement, CVC appointed Evans and Partners Pty Limited as the Authorised Intermediary for the purposes of section 911A(2)(b) to invite people to apply for and to arrange for the issue of the CVC Notes. Authorised Intermediary has agreed under the Offer Management Agreement to act as arranger for the Offer.

(a) Fees and expenses

Company must pay the Lead Manager:

- an arranger fee of 1.25% (exclusive of GST) of the total gross amount raised under the Offer; and
- a management fee of 2.00% (exclusive of GST) of the total gross amount raised under the Offer (with the exception of Offer Proceeds that are attributable to investors introduced by the Company who are not existing clients of Evans and Partners and Dixon Advisory), comprised of a:
  - 0.75% Lead Manager fee; and
  - 1.25% Broker Firm selling fee.

CVC will also:

- pay or reimburse the Lead Manager in connection with the Offer Management Agreement, this Prospectus and the Offer, including reasonable legal fees of the Lead Manager (up to a maximum of $25,000) and reasonable marketing, travel, postage printing and accommodation expenses and other costs, fees, commissions, disbursements, charges, taxes or duties; and
- pay all reasonable costs and expenses payable in relation to completion of the Offer, including any fees or charges payable by the Lead Manager to the ASX or ASX Settlement,

as soon as reasonably practicable and in any case within 7 days after a request for payment or reimbursement by CVC is made by the Lead Manager or on termination of the Offer Management Agreement (whether such costs or expenses were or are incurred before or after the date of the Offer Management Agreement and before or after completion of the Offer, and whether or not the Offer proceeds).

The Lead Manager is responsible for paying any fees (if any) payable to co-managers or brokers appointed by it in relation to the Offer.

No additional fee is payable to the Authorised Intermediary.

(b) Representations, undertakings and other terms

Customary and usual representations and warranties are given by the parties in relation to matters such as the power to enter into the Offer Management Agreement, corporate authority and approvals and CVC's compliance with the Corporations Act and ASX Listing Rules in relation to making the Offer.

CVC gives a number of further representations and warranties, including that the Prospectus will not contain any misleading or deceptive statements and will not omit information required to be included under the Corporations Act or any other applicable law.

Except as disclosed in the Prospectus, CVC must not:

- without the prior written consent of the Lead Manager (such consent not to be unreasonably withheld or delayed), at any time after the date of the Offer Management Agreement and before the expiration of 120 days after the Settlement Date, issue or agree to issue or indicate in any way that it may or will issue or agree to issue any securities in the Company other than pursuant to the Offer or the Offer Management Agreement; and
- other than pursuant to the on-market buy-back announced by CVC on 27 November 2018, in any way reduce, reorganise, or otherwise alter CVC's capital structure, or agree or announce an intention to do any of those things, without the prior written consent of the Lead Manager (such consent not to be unreasonably withheld or delayed at any time after the date of the Offer Management Agreement and before the expiration of 120 days after the CVC Notes are issued pursuant to the Offer.

(c) Termination events

The Lead Manager may terminate the Offer Management Agreement prior to the issue of the CVC Notes under the Offer, without cost or liability to the Lead Manager, by giving a written notice of termination to CVC if any of the following occurs:

- (**adverse change**) In the reasonable opinion of the Lead Manager, a Material Adverse Effect (as defined in the Offer Management Agreement) occurs.
- (**withdrawal**) CVC withdraws the Prospectus, any supplementary prospectus, the Offer or any part of the Offer, or indicates that it intends to do any of those things.
- (**no confirmation certificate**) CVC does not provide the Confirmation Certificates (as defined in the Offer Management Agreement) in the manner required by the Offer Management Agreement or a statement in a Confirmation Certificate is untrue in any material respect, incorrect or misleading or deceptive.
- (**Listing and quotation**)
  - ASX makes an official statement to any person, or indicates to CVC or the Lead Manager that:
    - quotation (as that expression is used in the ASX Listing Rules) on ASX of all of the CVC Notes (**ASX Approval**) will not be given; or
    - ASX Approval will be given but that the CVC Notes will not be quoted by ASX before the Quotation Approval Date.
  - ASX Approval (subject only to customary listing and quotation conditions imposed by ASX) has not been given before the Quotation Approval Date, or if ASX Approval is granted, such approval is subsequently withdrawn qualified or withheld before Completion.

- (**Prospectus/Disclosure Documents**) any of the following occurs:
  - there is a material omission from the Prospectus or any other document issued or published by the Company, or on behalf of the Company with its written consent, in respect of the Offer, and any marketing presentation used by the Company to conduct the marketing of the Offer (Disclosure Document) of information required by the Corporations Act, the NZ Securities Laws (as defined in the Offer Management Agreement) or any other applicable law or requirement;
  - the Prospectus or any Disclosure Document contains a misleading or deceptive statement;
  - a statement in the Prospectus or any Disclosure Document becomes misleading; or
  - the Prospectus or any Disclosure Document does not comply, in any material respect, with applicable law.
- (**ASIC investigation**) ASIC issues or threatens to issue proceedings in relation to the Offer or commences, or threatens to commence any inquiry or investigation in relation to the Offer or any subscription for CVC Notes.
- (**regulatory action**) any regulatory body or third party commences any material public action against CVC, any of the directors or members of senior management of CVC or its subsidiaries and such action is not successfully disposed of within 2 weeks of commencement and at least 2 Business Days before the Settlement Date;
- (**notifications**) any of the following notifications are made in respect of the Offer:
  - ASIC issues an order (including an interim order) under section 739 of the Corporations Act;
  - ASIC holds a hearing under section 739(2) of the Corporations Act;
  - an application is made by ASIC for an order under Part 9.5 in relation to the Offer or an Offer Document or ASIC commences any investigation or hearing under Part 3 of the ASIC Act in relation to the Offer or the Prospectus or any Disclosure Document;
  - any person (other than Lead Manager) who has previously consented to the inclusion of its name in the Prospectus or any Disclosure Document withdraws that consent;
  - any person (other than Lead Manager) gives a notice under section 730 of the Corporations Act in relation to the Prospectus or any Disclosure Document; or
  - the New Zealand Registrar or the Financial Markets Authority established by Part 2 of the Financial Markets Authority Act 2011 (New Zealand) (**NZFMA**) gives any notice to CVC prohibiting CVC from making offers under the NZ Mutual Recognition Regulations or prohibiting the distribution of any advertisement (including the Prospectus), or the NZFMA exercises any power under Part 3 of the NZFMA;
- (**Insolvency Event**) An Insolvency Event (as defined in the Offer Management Agreement) occurs or there is an act or omission which is likely to result in an Insolvency Event occurring with respect to CVC.
- (**market fall**) the S&P/ASX All Ordinaries Index is:
  - at the close of trading on 2 consecutive Business Days between the date of the Offer Management Agreement and the Settlement Date; or
  - if there is 2 Business Days or less until the Settlement Date, at the close of trading on any of those remaining days,

  lower than 90% of the level of that index as at the close of normal trading on ASX on the Business Day immediately preceding the date of lodgement of this Prospectus with ASIC;
- (**bond index fall**) If the average average mid-rate for the iTraxx Australia Index (Series 29) of a term of 5 years increases by an amount that is [40]% or more above the level as at the close of trading on the Business Day before the date of the Offer Management Agreement, and remains at or above that level for a period of at least 2 consecutive Business Days or a period ending on the close of trading on the Settlement Date.
- (**Repayment of Application Monies**) Any circumstance arising after lodgement of the Prospectus that results in CVC being required, by ASIC or under any applicable law, to either:
  - repay the funds received from applicants for CVC Notes under the Offer; or
  - give applicants under the Offer an opportunity to withdraw their applications for CVC Notes and be repaid their application monies.
- (**consent**) Any person (other than the Lead Manager) whose consent to the issue of the Prospectus is required by the Corporations Act who has previously consented to the issue of the Prospectus withdraws such consent or any person otherwise named in the Prospectus with their consent (other than the Lead Manager) withdraws such consent.
- (**Supplementary Prospectus**) A supplementary prospectus must, in the opinion of the Lead Manager, be lodged with ASIC under the Corporations Act or CVC lodges a supplementary prospectus (other than in accordance with the Offer Management Agreement and except to the extent a supplementary prospectus is lodged to include a margin of a certain percentage over the bank bill swap rate to determine the interest rate under the CVC Note).
- (**Director**) A director of CVC:
  - is charged with an indictable offence or any regulatory body commences any public action against the director in his or her capacity as a director of CVC or announces that it intends to take any such action; or
  - is disqualified from managing a corporation under sections 206B, 206C, 206D, 206E, 206F or 206G of the Corporations Act.
- (**vacancy in office**) the chairman, chief executive officer or chief financial officer of CVC vacates his or her office;
- (**fraud**) CVC, its subsidiaries, or any of their respective directors or officers (as those terms are defined in the Corporations Act) engage, or have engaged since the date of the Offer Management Agreement, in any fraudulent conduct or activity whether or not in connection with the Offer;

- (**no issue**) CVC is or becomes unable, for any reason, to issue or allot the CVC Notes within the time required by the Timetable (as defined in the Offer Management Agreement) and in accordance with all applicable laws.
- (**illegality**) There is an event or occurrence, including any statute, order, rule or regulation, official directive or request (including on compliance with which is in accordance with the general practice of persons to whom the directive or request is addressed) of any Government Agency which makes it illegal for the Lead Manager to satisfy an obligation under the Offer Management Agreement, or to market, promote or settle the Offer in accordance with the Offer Management Agreement.
- (**Timetable**) The Offer is not conducted in accordance with the Timetable or any event specified in the Timetable is delayed for more than two Business Days without the prior written consent of the Lead Manager.
- (**Material Contract**) Any of the following occurs:
  - a Material Contract (as defined in the Offer Management Agreement) is terminated;
  - an event occurs which entitles a party to terminate a Material Contract;
  - there is a breach of a Material Contract including a failure to satisfy a condition precedent to performance of a Material Contract;
  - a condition precedent to performance of a Material Contract becomes incapable of being satisfied; or
  - a Material Contract is amended without the Lead Manager's prior written consent.
  - (**prosecution**) Any of the following occur:
    - a director or member of the executive team of a party (as listed in the Prospectus or otherwise) is charged with an indictable offence;
    - any governmental agency commences any public action against the party or any of its directors or senior managers in their capacity as a director or senior manager of the party;
    - any director or senior manager of a party is disqualified from managing a corporation under any law of any jurisdiction; or
    - a party or a director or senior manager of the party engages in any fraudulent conduct or activity.

(d) Termination events subject to materiality

In addition, the Lead Manager may terminate the Offer Management Agreement prior to the issue of the CVC Notes under the Offer, without cost or liability to the Lead Manager, by giving a written notice of termination to CVC if any of the following occurs, but only if the Lead Manager reasonably determines that the event has or is likely to have a 'Material Adverse Effect' (as defined in the Offer Management Agreement):

- (**breach of agreement**) There is a breach by a party of the Offer Management Agreement.
- (**change in law**) There is introduced, or there is a public announcement of a proposal to introduce into any legislature of Australia, a law or regulation, or a new government policy is adopted by a government in any of those jurisdictions or there is a public announcement of a proposal to adopt a new government policy by such a government (other than a law or government policy announced before the date of the Offer Management Agreement) any of which does or is likely to prohibit the Offer, capital issues or the taxation treatment of the CVC Notes or regulate or affect the Offer, capital issues or taxation treatment of the CVC Notes.
- (**misleading or deceptive conduct**) Any civil or criminal proceedings are brought against CVC or any officer of CVC in relation to any fraudulent, misleading or deceptive conduct relating to CVC whether or not in connection with the Offer except for any Claim where at the time the Claim is made, it is immediately apparent, in the reasonable opinion of the Lead Manager, that, on the face of the Claim, it has no prospect of success, is vexatious or without merit.
- (**political or economic conditions**) Any adverse change or disruption occurs in the existing financial markets, political or economic conditions currency exchange rates or controls or financial markets in Australia or New Zealand or in foreign exchange rates or any development involving a prospective adverse change in political, financial or economic conditions in any of those countries.
- (**moratorium**) A general moratorium on commercial banking activities in Australia or New Zealand is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.
- (**market disruption**) Trading in all securities quoted or listed on ASX, the New Zealand Stock Exchange, New York Stock Exchange, London Stock Exchange or the Hong Kong Stock Exchange, is suspended or limited in a material respect.
- (**breach of significant contracts**) A contract or an agreement referred to in the Prospectus is:
  - breached by CVC, the Lead Manager or any of their Related Bodies Corporate; or
  - terminated (whether by breach or otherwise).
- (**default**) A party is in default of any of the terms or conditions of the Offer Management Agreement or breaches any warranty, undertaking or covenant given or made by it under the Offer Management Agreement and that default or breach is either incapable of remedy or is not remedied within 5 Business Days after it occurs.
- (**charge**) Other than as disclosed from those identified in the Prospectus, CVC charges or agrees to charge, the whole, or a substantial part of the assets of CVC.
- (**representations and warranties**) Any representation or warranty contained in the Offer Management Agreement on the part of a party is breached or becomes false, misleading or incorrect;
- (**Prescribed Occurrence**) Except as contemplated by the Prospectus, a Prescribed Occurrence (as defined in the Offer Management Agreement) occurs.

- (**hostilities**) There is an outbreak of hostilities (whether or not war or a national emergency has been declared) not presently existing, or an escalation in existing hostilities occurs, or a major act of terrorism occurs in or involving any one or more of Australia, New Zealand, the United Kingdom, the United States of America, Hong Kong, China, India, South Korea, Russia and Japan, or involving any diplomatic, military, commercial or political establishment of any of those countries elsewhere in the world.
- (**disclosures in Due Diligence Report**) The Due Diligence Report (as defined in the Offer Management Agreement) or Verification Material (as defined in the Offer Management Agreement) or any other information supplied by or on behalf of CVC to the Lead Manager in relation to CVC or the Offer is or becomes false or misleading or deceptive or likely to mislead or deceive, including by way of omission.

(e) Repricing

- If Ordinary Shares trade on the ASX at a price below $2.25 (**Repricing Event**) at any time before the Settlement Date:
  - CVC must immediately give notice of the Repricing Event to the Lead Manager;
  - Lead Manager and CVC must, within 12 hours of receipt by the Lead Manager of notice referred to above (**Notice Time**), consult with one another in relation to the, and with the objective of, resetting of the Conversion Price in the terms of the CVC Notes (**Revised Conversion Price**);
  - if the parties do not agree, within 24 hours of the Notice Time, to a Revised Conversion Price, the Lead Manager or CVC may terminate the Offer Management Agreement.
- If the parties agree a New Conversion Price, CVC must lodge a supplementary prospectus reflecting the New Conversion Price and any changes to the Timetable.

(f) Indemnity

Subject to certain exclusions relating to, among other things, fraud, wilful misconduct or negligence by the indemnified parties (to the extent not caused, induced or contributed to by CVC or its officers or employees or caused by a reliance on information in the Prospectus or information provided by or on behalf of CVC), CVC has agreed to indemnify the Lead Manager and certain affiliated parties against liabilities and losses incurred or sustained directly or indirectly as a result of the appointment of the Lead Manager pursuant to the Offer Management Agreement.

6.7 Remuneration of Trustee

AET Corporate Trust Pty Limited ABN 12 106 424 088 has agreed to act as trustee of the CVC Convertible Note Trust in respect of the CVC Notes. The Trustee will be paid by way of a fee for its services such amounts as may be agreed between CVC and the Trustee from time to time.

6.8 ASX Waivers and Approvals

CVC has received ASX confirmations in relation to the CVC Notes Terms and the Offer that the CVC Note Terms are appropriate and equitable for the purposes of ASX Listing Rule 6.1. No further ASX waivers or confirmations are required.

6.9 Other Foreign Jurisdictions

The distribution of this Prospectus (including an electronic copy) in jurisdictions outside Australia may be restricted by law. If you come into possession of this Prospectus in jurisdictions outside Australia, then you should seek advice on, and observe, any such restrictions. If you fail to comply with such restrictions, that failure may constitute a violation of applicable securities laws. This Prospectus does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer. No action has been taken to register or qualify CVC Notes or the Offer or to otherwise permit a public offering of CVC Notes in any jurisdiction outside Australia and New Zealand.

United States

CVC Notes have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered, sold, delivered or transferred in the United States or to, or for the account or benefit of, any US Person. Neither this Prospectus nor any Application Form or other materials relating to the Offer may be distributed in the United States.

6.10 Directors' Interests

Other than as set out below or elsewhere in this Prospectus:

- no Director has, or has had in the 2 years prior to lodgement of this Prospectus with ASIC, an interest in:
  - (a) the formation or promotion of CVC;
  - (b) any property acquired, or proposed to be acquired, by CVC in connection with:
    - (i) its formation or promotion; or
    - (ii) the Offer; or
  - (c) the Offer
- no one has paid or agreed to pay any amount, and no one has given or agreed to give any benefit, to any Director or any proposed Director or to any firm in which any Director or proposed Director is or was a partner:
  - (a) to induce that person to become, or to qualify as, a director of CVC; or
  - (b) for services provided by that person or by the firm in which that person is or was a partner in connection with the formation or promotion of CVC or the Offer.

6.10.1 Holdings of Ordinary Shares

The Directors have the following interests in Ordinary Shares, either directly or indirectly:

Name of Director	No of Ordinary Shares
Mr J.D. Read	528,956
Mr A.D.H Beard	1,381,136
Mr I.H. Campbell	50,000

6.10.2 Remuneration

Non-Executive Directors' fees not exceeding an aggregate of $550,000 per annum have been approved by shareholders. The Managing Director is remunerated as an executive. Details of the remuneration paid to directors can be found in CVC's Remuneration Report contained in the Annual Report.

6.10.3 Indemnity, Insurance and Access

CVC has entered into deeds of access and indemnity with all of its Directors setting out the rights of those Directors to access Board papers and to be indemnified by CVC, including after they cease to be a Director.

CVC also maintains directors' and officers' liability insurance to the extent allowable by law.

6.11 Interests of Experts

Other than set out in this Prospectus, no:

- person named in this Prospectus as performing a function in a professional, advisory, or other capacity in connection with the preparation or distribution of this Prospectus;
- promoter of CVC; or
- the Lead Manager to the Issue,

(each, a relevant person) holds, at the time of lodgement of this Prospectus with ASIC, or has held in the 2 years before lodgement of this Prospectus with ASIC, an interest in:

- the formation or promotion of CVC;
- the Offer; or
- any property acquired or proposed to be acquired by CVC in connection with its formation or promotion of the Offer.

Other than as set out in this Prospectus, no relevant person has paid or agreed to pay any amount or given or agreed to give any benefits for services provided by a relevant person in connection with the formation or promotion of CVC or the Offer.

The amounts set out below are exclusive of GST.

HWL Ebsworth Lawyers has acted as Australian legal adviser in respect of the Offer. In aggregate, CVC has paid or agreed to pay approximately $85,000 (plus disbursements) for these services to the date of this Prospectus. Further amounts may be paid to HWL Ebsworth Lawyers in accordance with its normal time based charges.

Evans Dixon Corporate, a division of Evans and Partners Pty Ltd ABN 85 125 338 785 has acted as the Lead Manager and bookrunner in relation to the Offer. CVC has agreed to pay the fees described in Section 6.6 of this Prospectus. CVC has also agreed to pay the legal fees incurred by the Lead Manager of approximately $25,000.

Evans and Partners Pty Limited ABN 85 125 338 785 has acted as the authorised intermediary in relation to the Offer.

HLB Mann Judd Corporate Advisory (NSW) Pty Ltd has acted as Australian accounting advisor and provided financial due diligence services and will be paid fees of approximately $24,500. Further amounts may be paid to HLB Mann Judd Corporate Advisory (NSW) Pty Ltd and related entities under its normal time based charges.

BDO Sydney has given CVC Australian taxation advice in connection with the Offer, and will be paid fees of approximately $20,000. Further amounts may be paid to BDO Sydney under its normal time based charges.

6.12 Consents

None of the parties referred to below have authorised or caused the issue of this Prospectus or made or purported to have made any statement that is included in this Prospectus or any statement on which a statement made in this Prospectus is based, other than as specified below. Each of the parties referred to below, to the maximum extent permitted by law, expressly disclaims, and takes no responsibility for any part of, this Prospectus, other than the reference to its name and a statement included in this Prospectus with the consent of that party, as specified below.

Evans and Partners Pty Limited has given and has not, before lodgement of this Prospectus with ASIC, withdrawn its consent to being named in this Prospectus in the form and context in which it is named.

Evans Dixon Corporate, a division of Evans and Partners has given and has not, before lodgement of this Prospectus with ASIC, withdrawn its consent to being named in this Prospectus in the form and context in which it is named.

HWL Ebsworth Lawyers has given and has not, before lodgement of this Prospectus with ASIC, withdrawn its consent to being named in this Prospectus in the form and context in which it is named.

HLB Mann Judd Corporate Advisory (NSW) Pty Ltd has given and has not, before lodgement of this Prospectus with ASIC withdrawn their consent to being named in this Prospectus in the form and context in which it is named.

BDO Sydney has given and has not, before lodgement of this Prospectus with ASIC withdrawn their consent to being named in this Prospectus in the form and context in which it is named.

AET Corporate Trust Pty Limited ABN 12 106 424 088 has given and has not, before lodgement of this Prospectus with ASIC withdrawn their consent to being named as the trustee in this Prospectus in the form and context in which it is named.

6.13 Acknowledgement and Privacy Statement

By completing and submitting an Application Form or making an online Application you acknowledge that you have read this Prospectus.

CVC is required to collect certain information about Holders under company and tax law. Applicants will be asked to provide personal information to CVC (directly or via its agents, including the Registrar). You acknowledge that the personal information submitted as part of the Application Form or other forms and otherwise provided to CVC (directly or via its agents, including the Registrar) will be collected, used and disclosed by CVC (and its agents, including the Registrar) in order to process your Application, service your needs as a Holder (and following Conversion, if applicable, your holding of Ordinary Shares), provide facilities and services that you request, carry out appropriate administration, send you information about the products and services of members of the CVC Group, including future offers of securities and as otherwise required or authorised by law (including, without limitation, any law relating to taxation, money laundering or counter-terrorism).

Such disclosure may include disclosure to third parties including other members of the CVC Group and to CVC's agents, service providers, auditors and advisers. Such disclosure may also include disclosure to domestic and overseas regulators or other government agencies (including ASIC and the ATO), stock exchanges, and the public by way of public registers maintained by regulators or other bodies. Some of these recipients may be located outside Australia where your personal information may not receive the same level of protection as afforded under Australian law. You acknowledge that if you do not provide the personal information required by the Application Form or other forms, it might not be possible to process your Application, administer your securityholding and/or send you information about the products and services of members of the CVC Group, including future offers of securities.

If you do not wish to receive information about the products and services of members of the CVC Group, including future offers of securities, please contact CVC (Monday to Friday, 8.30am to 5.30pm, Sydney time) on 02 9087 8000 and request that CVC does not send you marketing material.

CVC's privacy policy is available on CVC's website at http://www.cvc.com.au/wp-content/uploads/CVC-Privacy-Policy-final.pdf and contains information about how you may access and seek correction of the personal information that CVC holds about you, how you may complain about a breach of the Privacy Act 1988 (Cth) by CVC and how CVC will deal with such a complaint.

6.14 Governing Law

This Prospectus, the Offer and the contracts formed on acceptance of Applications are governed by the laws applicable in New South Wales. Each applicant for CVC Notes submits to the exclusive jurisdiction of the courts of New South Wales.

6.15 Consent to Lodgement

Every Director has consented to the lodgement of this Prospectus with ASIC under the Corporations Act.

Section 7: How To Apply

7.1 Obtaining a Prospectus and Application Form

An electronic version of this prospectus with an Application Form is available at www.cvc.com.au.

Applications pursuant to the Broker Firm Offer must be made through your Syndicate Broker. Please contact your Syndicate Broker for further information on the application process. If you access an electronic copy of this Prospectus, the following conditions apply:

- the Prospectus is available to residents of Australia and New Zealand accessing and downloading, or printing the electronic Prospectus in Australia or New Zealand; and
- you must access and download the electronic Prospectus in full.

Paper copies of this Prospectus and of an Application Form can also be obtained free of charge by calling CVC on +61 2 9087 8000 (Monday to Friday 8.30am – 5.30pm, Sydney time) during the Offer Period. Applications will only be considered where Applicants have applied pursuant to an Application Form (either electronic or paper) that was attached to, or accompanied by, a copy of this Prospectus, and have provided the Application Payment. You cannot withdraw your online Application once it has been lodged, except as permitted under the Corporations Act.

7.2 Applying For CVC Notes

You may apply for CVC Notes under one or more of:

- the Broker Firm Offer; or
- the Institutional Offer

Applications for CVC Notes pursuant to the Broker Firm Offer must be made through your Syndicate Broker. Please contact your Syndicate Broker for further information on the application process.

7.3 Broker Firm Offer Applications

The Broker Firm Offer opened on 7 June 2018. The Closing Date for the Broker Firm Offer is expected to be 18 June 2018. If you are a client of a Syndicate Broker you must contact your broker directly for instructions as to how to participate in the Broker Firm Offer. A paper Application Form, is available and is attached to this Prospectus and may be used by Broker Firm Applicants. You must contact your syndicate broker for their specific instructions on how to submit the paper application form and your application payment to your Syndicate Broker. General instructions on how to complete the paper Application Form are set out on the Application Form. You must not return your paper Application Form to the Registrar. Your Syndicate Broker must have received your completed paper application form and your application payment (as applicable) in time to arrange settlement on your behalf by the relevant closing date for the Broker Firm Offer. Your Syndicate Broker will act as your agent in processing your application form and providing your application details and application payment to CVC.

7.4 Institutional Investor Applications

If you are an institutional investor you must apply to participate in the institutional offer by contacting the Lead Manager prior to close of the Bookbuild who will provide additional information about how to apply.

7.5 Brokerage, Commission And Stamp Duty

You do not have to pay brokerage or stamp duty on your Application for CVC Notes. However, you may have to pay brokerage (and applicable GST) on any subsequent purchases or sales of CVC Notes on ASX.

7.6 Refunds

Applicants who are not allotted any CVC Notes, or are allotted fewer CVC Notes than the number applied and paid for as a result of a scale back, will have all or some of their Application Payments (as applicable) refunded (without interest) as soon as practicable after the Issue Date.

7.7 Minimum Applications

Applications for CVC Notes must be for a minimum of 50 CVC Notes ($5,000). If your Application is for more than 50 CVC Notes, you must apply in multiples of 10 CVC Notes ($1,000) thereafter.

7.8 Bookbuild And Allocation Policy

The Bookbuild is a process conducted by the Lead Manager before the Opening Date. In this process, the Bookbuild participants are invited to lodge bids for a number of CVC Notes. On the basis of those bids, CVC and the Lead Manager will determine the firm allocations to Bookbuild participants (being Syndicate Brokers and Institutional Investors).

Allocations to Syndicate Brokers and Institutional investors will be agreed by CVC and the Lead Manager following completion of the Bookbuild.

Allocations to Broker Firm Applications by a Syndicate Broker are at the discretion of that Syndicate Broker.

7.9 Underwriting

The offer is not underwritten.

7.10 Application to ASX For Quotation of CVC Note

CVC has applied to ASX for CVC Notes to be quoted on ASX under the code "CVCG"..

If ASX does not grant permission for CVC Notes to be quoted by the Issue Date, CVC Notes will not be issued and all Application Payments will be refunded (without interest) to Applications as soon as practicable.

7.11 Chess and Issuer Sponsored Holdings

CVC will apply for CVC Notes to participate in CHESS. No certificates will be issued for CVC Notes. CVC expects that Holding Statements for issuer sponsored holders and confirmations for CHESS holders will be despatched to successful Applicants by 22 June 2018.

7.12 Provision of TFN and/or ABN

When your Holding Statement is mailed to you, you will also be mailed a form on which to provide your TFN and/or ABN should you wish to do so. The collection and quotation of TFNs and ABNs are authorised, and their use and disclosure is strictly regulated, by tax laws and the Privacy Act 1988 (Cth).

Section 8: Terms of Issue

8. Form of Notes

8.1 Form

The Notes are redeemable, unsecured convertible notes of the Issuer issued under the Trust Deed. Holders are entitled to the benefit of and are bound by the provisions of the Trust Deed and these Terms.

8.2 Face Value and Issue Price

(a) The Notes are each issued fully paid with a Face Value of $100.00 (**Face Value**).

(b) Each Note will be issued by the Issuer at an issue price of $100.00 or such other amount as set out in or determined in accordance with the relevant offer document (**Issue Price**). The Issue Price must be paid in full on application.

8.3 Currency

The Notes are denominated in Australian dollars.

8.4 Clearing System

For such time as the Notes are quoted on ASX, the rights of a person holding an interest in the Notes are subject to the rules and regulations of the Clearing System.

8.5 No Certificates

No certificates will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law.

8.6 ASX Quotation of Notes

The Issuer must use all reasonable endeavours and furnish all such documents, information and undertakings as may be reasonably necessary in order to procure that the Notes are, and until Redeemed or Converted, remain quoted on ASX.

8.7 No Other Rights

The Notes confer no rights on a Holder:

(a) to become a member of the Issuer;

(b) to vote at any meeting of members of the Issuer;

(c) to subscribe for or participate in any new issue of securities by the Issuer; or

(d) to participate otherwise in the profits or property of the Issuer or any other member of the CVC Group, except as set out in these Terms or the Trust Deed.

9. Interest

9.1 Interest

(a) Each Note bears interest on its Face Value from (and including) its Issue Date to (but excluding) its Maturity Date, Conversion Date or Redemption Date at the Interest Rate.

(b) Interest is payable in arrears on each Interest Payment Date.

10. General provisions applicable to Interest

10.1 Calculation of Interest Rate and Interest payable

(a) The Issuer must, as soon as practicable in each Interest Period, calculate the amount of interest payable for that Interest Period in respect of the Face Value of each Note.

(b) The amount of interest payable on each Note for an Interest Period is calculated according to the following formula:

$$\textbf{Interest payable} = \frac{\textbf{Interest Rate x \$100 x N}}{\textbf{365}}$$

Where:

N means, in respect of:

(i) the first Interest Payment Date in respect of a Note, the number of days from, and including, its Issue Date to, but excluding, that first Interest Payment Date; and

(ii) each subsequent Interest Payment Date, the number of days from, and including, the preceding Interest Payment Date to, but excluding, that Interest Payment Date or, in the case of the last Interest Period, the Maturity Date, Conversion Date or Redemption Date.

10.2 Notification of Interest Rate, Interest payable and other items

(a) The Issuer must notify the Trustee and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) of:

(i) for each Interest Period, the amount of interest payable; and

(ii) any amendment to the amount referred to in sub-paragraph (i) arising from any extension or reduction in any Interest Period or calculation period.

(b) The Issuer must give notice under this clause 10.2 of the amount of interest on each Note for the Interest Period by no later than the fifth Business Day of that Interest Period.

(c) The Issuer may amend its calculation or determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Trustee and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) promptly after doing so.

10.3 Default Interest

If an amount is not paid under these Terms on or before the due date, interest accrues on the unpaid amount at the aggregate of the Interest Rate prevailing at the time the payment was due and 1.5% per annum from, and including, the due date to, but excluding, the date on which payment is made to the Holder of the full unpaid amount.

10.4 Determination Final

The determination by the Issuer of all amounts, rates and dates falling to be calculated or determined by it under these Terms is, in the absence of manifest or proven error, final and binding on the Issuer, the Trustee and each Holder.

10.5 Calculations

For the purposes of any calculations required under these Terms:

(a) all figures must be rounded to three decimal places (with 0.0005 being rounded up to 0.001); and

(b) all amounts that are due and payable must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to 1 cent).

11. Conversion

11.1 Notes are Convertible

Subject to these Terms, the Holder has a right (**Conversion Right**), in accordance with this clause 11, to convert some or all of its Notes into a number of Shares determined by application of the following formula:

$$\frac{A}{B}$$

where:

A = the Conversion Amount; and

B = the Conversion Price.

11.2 Conversion at the Holder's election

(a) Subject to paragraph 11.2(b) and 11.3, a Holder may elect in its absolute discretion to convert some or all of its Notes into Shares by giving the Registrar notice in writing of its intention to convert some or all of its Notes (**Conversion Notice**).

(b) The Face Value of the Notes the subject of a Conversion Right must be at least the lesser of $5,000.00 or the balance of the Holder's holding of Notes.

11.3 Conversion Notice

(a) A Conversion Notice must:

(i) be in writing in the form set forth in Schedule 3 or as is required by the ASX Listing Rules;

(ii) specify the number of Notes to be converted; and

(iii) be signed by the Holder or an authorised representative or officer of the Holder.

(b) Once a Conversion Notice has been given:

(i) the notice cannot be withdrawn without the written consent of the Issuer;

(ii) the Holder must not deal with, transfer, dispose or otherwise encumber any Notes the subject of the Conversion Notice; and

(iii) the Holder must provide such evidence of title to the Notes the subject of the Conversion Notice as may be reasonably required by the Issuer and the Registrar.

(c) Despite receipt by a Holder of an Early Redemption Notice, a Holder may still give a Conversion Notice (for some or all of its Notes) provided the notice is given not less than five Business Days before the Redemption Date specified in the Early Redemption Notice.

(d) A Conversion Notice given to the Issuer 10 or more Business Days before an Interest Payment Date will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided that date is not later than the next Interest Payment Date.

(e) If a Conversion Notice is given to the Issuer less than 10 Business Days before an Interest Payment Date (**Date 1**), the Conversion Notice will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided that date is not later than the next Interest Payment Date following Date 1.

(f) A Conversion Notice will not be effective if it is given less than 10 Business Days before the Maturity Date.

11.4 Effect of Conversion

On the Conversion Date:

(a) the Holder's Note will be taken to have been Redeemed, and the Holder will be taken to have agreed to pay the Conversion Amount to the Issuer by way of subscription for new Shares (**Conversion Shares**) at an issue price per Conversion Share that is equal to the Conversion Price;

(b) the Issuer will be taken to have issued to the Holder, and must register the Holder as the holder of, the Conversion Shares;

(c) the Holder agrees to be registered as the holder of the Conversion Shares in the register of Members;

(d) a holding notice in respect of the Conversion Shares is to be sent to the Holder (at its registered address in respect of the relevant Notes;

(e) the Issuer must use all reasonable endeavours to procure and maintain quotation of Conversion Shares on ASX; and

(f) upon issue of the Conversion Shares, all other rights conferred or restrictions imposed by the Note under these Terms will no longer have effect.

11.5 Ranking of Shares

Shares issued on conversion of the Notes will be fully paid and will in all respects rank pari passu with all other fully paid Shares on issue on the relevant Conversion Date, except that they will not be entitled to any dividend or any other distribution or entitlement that has not been paid as at the Conversion Date but for which the record date was prior to the Conversion Date.

11.6 No Fractional Shares

No fractional Shares will be issued on conversion of a Note. If the calculation under this clause results in an entitlement to a number of Shares which includes a fraction of a Share, the fraction will be disregarded.

11.7 Adjustments to Conversion Price for Bonus Issues

(a) Subject to clause 11.7(b), if the Issuer makes a bonus issue of Shares to holders of Shares generally, the Conversion Price will be adjusted immediately under the following formula:

$$CP = Cpo \times \frac{1}{P} \times \frac{(RD \times P)}{(RD + RN)}$$

where:

CP means the Conversion Price applying immediately after the application of this formula;

Cpo means the Conversion Price applying immediately before the application of this formula;

P means the VWAP during the period from (and including) the first Business Day after the announcement of the pro-rata issue to ASX up to (and including) the last Business Day of trading cum bonus issue (or if there is no period of cum bonus issue trading, an amount reasonably determined by the Directors as representing the value of a Share cum the bonus issue);

RD means the number of Shares on issue immediately before the issue of new Shares under the rights or bonus issue;

RN means the number of Shares issued under the bonus issue.

(b) For the purpose of this clause 11.7(a), an issue will be regarded as a pro rata issue notwithstanding that the Issuer does not make offers to some or all Shareholders with registered addresses outside Australia, provided that in so doing the Issuer is not in contravention of ASX Listing Rules.

11.8 Adjustments to Conversion Price for Off Market Buy-Backs

(a) Subject to paragraph 11.8(b), if the Issuer undertakes an off market buy-back under a buy- back scheme which but for any applicable restrictions on transfer would be generally available to holders of Shares (or otherwise cancels Shares for consideration), the Conversion Price will be adjusted immediately using the following formula:

$$CP = Cpo \times \frac{1}{P} \times \frac{(BD - P) - (BN \times A)}{(BD - BN)}$$

where:

CP means the Conversion Price applying immediately after the application of this formula;

Cpo means the Conversion Price applying immediately before the application of this formula;

P means the VWAP during the 20 Business Days before the announcement to ASX of the buy-back (or cancellation);

BD means the number of Shares on issue immediately before the buy- back (or cancellation);

BN means the number of Shares bought back (or cancelled); and

A means the buy-back (or cancellation) price per Share.

(b) No adjustment to the Conversion Price will occur if P exceeds A.

11.9 Adjustment to Conversion Price for Issues at Less than Current Market Price

If and whenever the Issuer shall issue (otherwise than as mentioned in 11.7 or 11.10) any Shares (other than Shares issued on conversion of the convertible notes or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, Shares) wholly for cash or for no consideration at a price per Share which is less than 90% of the VWAP during the five Business Days immediately preceding the date of the first public announcement of the terms of such issue or grant, the Conversion Price will be adjusted immediately using the following formula:

$$CP = Cpo \times \frac{1}{P} \times \frac{(RD \times P) - (RN \times A)}{(RD + RN)}$$

where:

CP means the Conversion Price applying immediately after the application of this formula;

Cpo means the Conversion Price applying immediately before the application of this formula;

P means the VWAP during the five consecutive Business Days up to the announcement of the terms of such issue or grant to ASX;

RD means the number of Shares on issue immediately before the issue of new Shares under the rights or bonus issue;

RN means the number of Shares issued at a price per Share which is less than 95 per cent of the VWAP per Share on the Business Day immediately preceding the date of the first public announcement of the terms of such issue or grant; and

A means the subscription price per Share for the issue.

11.10 Adjustment to Conversion Price for Issues Under a Share Purchase Plan or Dividend Reimbursement Plan at a Discount

If and whenever the Issuer shall issue any new Shares under a share purchase plan or dividend reinvestment plan where the pricing of new Shares under that plan is expressly calculated as a discount to a market price and that discount is greater than 10 per cent, the Conversion Price will be adjusted immediately using the following formula:

$$CP = Cpo \times \frac{RD + ((1-D) \times RN)}{(RD + RN)}$$

where:

CP means the Conversion Price applying immediately after the application of this formula;

Cpo means the Conversion Price applying immediately before the application of this formula;

RD means the number of Shares on issue immediately before the issue of new Shares under the share purchase plan or dividend reinvestment plan;

RN means the number of Shares issued under the plan; and

D means the discount at which new Shares are issued under the plan.

11.11 Adjustment to Conversion Price for Return of Capital and Special Dividends

If the Issuer makes a pro rata return of capital to holders of Shares without cancellation of any Shares, the Conversion Price will be adjusted under the following formula:

$$CP = Cpo \times \frac{P - C}{P}$$

where:

CP means the Conversion Price applying immediately after the application of this formula;

Cpo means the Conversion Price applying immediately before the application of this formula;

P means the VWAP during the period from (and including) the first Business Day after the announcement to ASX of the return of capital up to and including the last Business Day of trading cum the return of capital (or if there is no period of cum return of capital, an amount reasonably determined by the Directors as representing the value of a Share cum the return of capital); and

C means with respect to a return of capital, extraordinary distribution, special dividend (being a dividend that is paid other than in accordance with the Issuer's dividend policy from time to time), or special distribution, the amount of the cash and/or the value (as reasonably determined by the Directors) of any other property distributed to holders of Shares per Share (or such lesser amount such that the difference between P and C is greater than zero).

11.12 Other Adjustments to Conversion Price

If the Issuer (after consultation with the Trustee) determines that an adjustment should be made to the Conversion Price where the effect of any of the adjustment provisions set out in clauses 11.7 to 11.11 is not appropriate in any particular circumstances, the Issuer shall, at its own expense and acting reasonably, request a Financial Adviser to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment should take effect and, on finalisation of that determination, such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this clause 11.12 if such Financial Adviser is so requested to make such a determination not more than 21 days after the date on which the relevant circumstance arises and if the adjustment would result in a reduction to the Conversion Price.

11.13 Deemed Amendment

Any adjustment of the Conversion Price under this clause 11 will be taken to be an amendment to these Terms and will be binding on the Issuer and all Holders and effective on delivery of the instrument of amendment to the Trustee and these Terms will be construed accordingly. Any such adjustment will be notified promptly to the Holders and to ASX (and any other stock exchange or other relevant authority on which the Notes are quoted).

11.14 On Market Buy-Backs

No adjustment to the Conversion Price shall occur as a result of an on market buy-back of Shares.

11.15 Issues under Employee Incentive Scheme

Despite any other clause of these Terms, no adjustment to the Conversion Price shall be made where:

(a) Shares or other securities (including rights, warrants and options) are issued, transferred, offered, exercised, allotted, appropriated, cancelled, bought back, forfeited, modified or granted to, or for the benefit of, employees or contractors or former employees or contractors (including Directors or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of its Subsidiaries or any associated company or to trustees to be held for the benefit of any such person, in any such case pursuant to any employees' share or option scheme; or

(b) warrants or options are issued, transferred, offered, allotted, appropriated, or granted to, or for the benefit of, Directors or the personal service company of the Directors or their spouses or relatives, in each case, of the Issuer or to trustees to be held for the benefit of any such person, in any such case provided that:

   (i) such warrants or options are approved by the Shareholders in accordance with the ASX Listing Rules;

(ii) the exercise price of such warrants or options are equal to or greater than the Current Market Price of the Ordinary Shares on the date of the board of Directors resolve to issue such warrants or options.

12. Redemption and Purchase

12.1 Scheduled Redemption

Each Note is Redeemable by the Issuer on the Maturity Date at its Face Value unless:

(a) the Note has been previously Converted;

(b) the Note has been previously Redeemed; or

(c) the Note has been purchased by the Issuer and cancelled.

12.2 Early Redemption by the Issuer

(a) If a Regulatory Event, Minimum Holding Event or Change of Control Event occurs, the Issuer may Redeem all (but not some) of the Notes in whole before their Maturity Date at their Face Value together with any Interest accrued on those Notes to (but excluding) the applicable Redemption Date.

(b) Subject to clause 12.2(c), compliance with any applicable law and the ASX Listing Rules, the Issuer may Redeem all (but not some) of the Notes in whole before their Maturity Date, but not prior to three years from the Issue Date, at their Face Value plus the Early Redemption Premium, together with any Interest accrued but unpaid on those Notes to (but excluding) the applicable Redemption Date (**Premium Early Redemption**).

(c) The Issuer may exercise its right under clause 12.2(a) or 12.2(b) to Redeem the Notes if, and only if:

(i) the Issuer has given in the case of a Premium Early Redemption, not less than 20 Business Days' and otherwise not less than 15 Business Days' notice in writing to the Trustee, the Holders and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) of the Premium Early Redemption or occurrence of a Regulatory Event, Minimum Holding Event or Change of Control Event and of the intention of the Issuer to Redeem the Notes (**Early Redemption Notice**); and

(ii) other than in the case of Premium Early Redemption not less than five Business Days before the Issuer gives the Early Redemption Notice under clause 12.2(c)(i), the Trustee has received from the Issuer:

(A) a certificate signed by two Directors or a Director and a secretary of the Issuer confirming that a Regulatory Event, Minimum Holding Event or Change of Control Event has occurred; and

(B) in the case of a Regulatory Event, an opinion addressed to or endorsed for use by the Trustee of a qualified legal or taxation adviser (such legal or taxation adviser to be acceptable to the Trustee, acting reasonably) that a Regulatory Event has occurred in respect of the Notes.

(d) If an Early Redemption Notice is given by the Issuer under clause 12.2(c)(i), the notice will be effective (and Redemption will occur) on such date as specified by the Issuer in the Early Redemption Notice (which in the case of a Premium Early Redemption Notice must be no less than 30 days after the date of the Early Redemption Notice).

(e) If, prior to Redemption of the Notes taking place pursuant to an Early Redemption Notice, a Holder delivers a Conversion Notice for some or all of its Notes, the Conversion Notice will prevail for the Notes that are the subject of the Conversion Notice.

12.3 Early Redemption by the Holders

(a) If a Change of Control Event or Delisting Event occurs, the Holder of any Notes may require the Issuer to Redeem all (but not some) of the Notes held by that Holder at their Face Value together with any Interest accrued on the Notes to (but excluding) the applicable Redemption Date.

(b) No later than 10 Business Days after the occurrence of a Change of Control Event or a Delisting Event, the Issuer must give notice in writing to the Trustee, the Holders and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted):

(i) specifying the occurrence of a Change of Control Event and/or Delisting Event (as the case may be);

(ii) specifying the date on which the Change of Control Event and/or Delisting Event occurred;

(iii) informing the Holders of their right under clause 12.3(a) to require the Issuer to Redeem all (but not some) of their Notes;

(iv) enclosing the form of the notice required to be given by a Holder if it elects to exercise its right to Redeem its Notes (**Holder Redemption Notice**); and

(v) such other information relating to the Change of Control Event or Delisting Event as the Trustee may reasonably require be given to the Holders.

(c) A Holder may exercise its right under clause 12.3(a) to Redeem its Notes by delivery to the Registrar (as agent for the Issuer) of a duly completed and signed Holder Redemption Notice, which notice must be delivered to the Issuer not later than 10 Business Days after the date of receipt by the Holder of the notice given by the Issuer to the Holder under clause 12.3(b).

(d) Subject to the right of the Issuer to Redeem the Holder's Notes at an earlier date, if a Holder Redemption Notice is given by the Holder under clause 12.3(c):

(i) not less than 10 Business Days before an Interest Payment Date, the notice will be effective (and Redemption will occur) on the immediately following Interest Payment Date; and

(ii) less than 10 Business Days before an Interest Payment Date, the notice will not be effective for that Interest Payment Date and Redemption will not occur until the following Interest Payment Date.

12.4 Effect of Holder Redemption Notice

(a) Once given by a Holder, a Holder Redemption Notice cannot be withdrawn without the written consent of the Issuer.

(b) An Holder Redemption Notice must be accompanied by evidence of title for the Notes the subject of the Notice as may reasonably be required by the Issuer and the Registrar.

(c) A Holder must not deal with, transfer, dispose of or encumber any Notes the subject of a Holder Redemption Notice once that Notice has been given.

12.5 Purchase

Subject to compliance with any applicable law or requirement of ASX (and any stock exchange or other relevant authority on which the Notes are quoted):

(a) The Issuer and any of its Related Bodies Corporate (or any third party nominated by the Issuer) may, at any time, purchase Notes in the open market or otherwise and at any price;

(b) If purchases are made by tender for the Notes by the Issuer or any of its Related Bodies Corporate, tenders must be available to all Holders alike; and

(c) Notes purchased under this clause 12.5 may be held, resold or cancelled at the discretion of the purchaser (and, if the Notes are to be cancelled, the Issuer).

13. Status and Ranking

13.1 Status

The Notes at all times constitute direct and unsecured obligations of the Issuer.

13.2 Ranking of Notes

(a) The Notes are direct, unsecured and unsubordinated debt obligations of the Issuer and rank equally without any preference or priority among themselves and at least equally with all other present and future unsubordinated and unsecured debt obligations of the Issuer (subject to the laws and principles of equity affecting creditors' rights or obligations preferred by mandatory provisions of applicable law).

(b) The ranking of Notes is not affected by the date of registration of any Holder in the Register.

14. Financial Covenants and Undertaking

14.1 Negative Pledge

For so long as any of the Notes remain outstanding, the Issuer must not without the approval of a Special Resolution:

(a) (**new debt**): incur any Financial Indebtedness for moneys borrowed or raised pursuant to any financial accommodation or agree to do so, except:

  (i) Pursuant to the Existing Debt Obligations; or

  (ii) Any indebtedness incurred or guaranteed after the Issue Date for the purpose of replacing, refinancing or extending the maturity of the Existing Debt Obligations; or

  (iii) Permitted New Debt; or

(b) (**security interest**) create or permit to subsist, and will ensure that none of its Subsidiaries will create or permit to subsist, Security Interest upon the whole or any part of its present or future property or assets (including any uncalled capital) to secure any Financial Indebtedness or to secure any Guarantee of or indemnity in respect of any Financial Indebtedness, other than a Permitted Security Interest, unless in any such case, before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that:

  (i) all amounts payable by the Issuer under the Notes and the Trust Deed are secured equally and rateably with the Financial Indebtedness or Guarantee or indemnity, as the case may be; or

  (ii) such other Security Interest or Guarantee or indemnity or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by the Issuer under the Notes and the Trust Deed as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders.

15. Events of Default

15.1 Events of Default

An Event of Default occurs in relation to the Notes if:

(a) (**non-payment)** the Issuer fails to pay any amount payable by it under the Terms within 10 Business Days after the date on which it is due and, where the sole reason for the default is a technical or administrative difficulty within the banking system being used to effect payment, such default is not remedied within five Business Days;

(b) (**breach of other obligations**) the Issuer fails to comply with any of its other obligations under the Terms or the Trust Deed and such failure remains unremedied for a period of 20 Business Days after the Issuer has received written notice from the Trustee in respect of the failure;

(c) (**insolvency**) an Insolvency Event occurs in respect of the Issuer;

(d) (**cessation of business**) the Issuer ceases or suspends the conduct of all of its business;

(e) (**unlawfulness**) at any time, it is unlawful for the Issuer to perform any of its payment obligations under the Notes.

(f) (**non-issue of Shares**) the Issuer fails to issue Shares on Conversion in accordance with these Terms within 10 Business Days after the date on which such issue is to be made;

(g) (**cross default**) any debt of the Issuer greater than $1,000,000.00 (or its equivalent in any other currencies) becomes due and payable before its stated maturity due

to the occurrence of a default event under the terms of that debt;

(h) (**vitiation**) all or any rights or obligations of the Issuer, Holders or the Trustee under the Trust Deed or the Terms are terminated or are or become void, illegal, invalid, unenforceable or of limited force and effect.

15.2 Notification

If an Event of Default occurs, the Issuer must, promptly after becoming aware of it, notify the Trustee of the occurrence of the Event of Default (specifying details of it) and use its reasonable endeavours to promptly notify the Holders and ASX (and any other stock exchange or other relevant authority on which the Notes are quoted) of the occurrence of the Event of Default.

15.3 Consequences of an Event of Default

(a) If any Event of Default occurs and is continuing in relation to the Notes, the Trustee may declare by notice to the Issuer (with a copy to the Holders and the Registrar) that all the Notes are to be Redeemed at their Face Value (together with any accrued Interest) immediately (but not earlier than five Business Days after the date the Trustee gives notice under this clause) or on such other date specified in that notice.

(b) The Trustee shall not be bound to take any of the actions referred to in paragraph (a) above to enforce the obligations of the Issuer in respect of the Notes or any other proceedings or action pursuant to or in connection with the Trust Deed, the Terms or the Notes unless:

  (i) it shall have been so directed by a Special Resolution of the Holders of the relevant Notes or so requested in writing by the Holders representing greater than 75% of the aggregate Face Value of all Notes outstanding;

  (ii) it is indemnified, to its satisfaction, against all costs, charges, liabilities and expenses which may be incurred by it (including legal costs on a solicitor and own client basis) in connection with that action;

  (iii) it is first placed in funds by the Issuer sufficient to cover the costs that it may incur as a result of doing so; and

  (iv) it is not restricted or prohibited from taking such action by any order of any competent court or any applicable law.

If the Trustee forms the view that such action is or could be inconsistent with these Terms or the Corporations Act or any applicable law, it must take steps to seek (and, if the court so determines, to obtain) as soon as reasonably practicable a court direction or order to set aside or vary the direction given by Special Resolution, and, while those steps are underway, the Trustee is not obliged to take any action or proceedings it has been directed to take by Special Resolution.

15.4 No Enforcement by Holders

Unless the Trustee, having become obliged to take action to enforce the rights of the Holders under the Trust Deed and these Terms, fails to do so within 20 Business Days of being obliged to do so and such failure is continuing, the rights of each Holder to enforce the obligations of the Issuer under Notes are limited to the exercise of its rights to enforce and seek due administration by the Trustee of the Trust Deed. In particular, unless the Trustee, having become obliged to take action to enforce the rights of the Holders under the Trust Deed and these Terms, fails to do so within 20 Business Days of being obliged to do so and such failure is continuing, no Holder may, with respect to payment of any amount due under the Notes held by it:

(a) sue the Issuer;

(b) obtain judgment against the Issuer; or

(c) apply for or seek Winding Up of the Issuer.

16. Title and Transfer of Notes

16.1 Title

Title to a Note passes when details of the transfer are entered in the Register.

16.2 Effect of entries in Register

Each entry in the Register in respect of a Note constitutes:

(a) an unconditional and irrevocable undertaking by the Issuer to the Holder to pay principal, interest and any other amount in accordance with these Terms; and

(b) an entitlement to the other benefits given to Holders under these Terms and the Trust Deed in respect of the Note.

For the avoidance of doubt, an entry in the Register does not make the Holder a member of the Issuer or confer rights on a Holder to become a member of the Issuer or to attend or vote at meetings of members of the Issuer.

16.3 Register conclusive as to ownership

Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of the Note subject to correction for fraud or manifest error.

16.4 Non-recognition of interests

Except as required by law, the Issuer, the Trustee and the Registrar must treat the person whose name is entered in the Register as the holder of a Note as the absolute owner of that Note. This clause 16.4 applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.

16.5 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Note then they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of any Note.

16.6 Transfers in Whole

The Notes may be transferred in whole but not in part.

16.7 Transfer

A Holder may, subject to this clause 16.7, transfer any Notes:

(a) by a proper ASTC transfer according to the ASX Settlement Operating Rules;

(b) by a proper transfer under any other computerised or electronic system recognised by the Corporations Act;

(c) under any other method of transfer which operates in relation to the trading of securities on any securities exchange outside Australia on which the Notes are quoted; or

(d) by any proper or sufficient instrument of transfer of marketable securities under applicable law.

The Issuer must not charge any fee on the transfer of a Note.

16.8 Market Obligations

The Issuer must comply with all Applicable Regulations and any other relevant obligations imposed on it in relation to the transfer of a Note.

16.9 Issuer May Request Holding Lock or Refuse to Register Transfer

If the Notes are quoted on ASX, and if permitted to do so by the ASX Listing Rules and the Corporations Act, the Issuer may:

(a) request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS Facility's electronic sub-register or Notes registered on an issuer-sponsored sub-register, as the case may be; or

(b) refuse to register a transfer of Notes.

16.10 Issuer Must Request Holding Lock or Refuse to Register Transfer

(a) The Issuer must request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS Facility's electronic sub-register or Notes registered on an issuer-sponsored sub- register, as the case may be, if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.

(b) The Issuer must refuse to register any transfer of Notes if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.

(c) During a breach of the ASX Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the Holder of the Restricted Securities is not entitled to any Interest (or other distribution on), or voting rights in respect of, the Restricted Securities.

16.11 Notice of Holding Lock And Refusal to Register Transfer

If, in the exercise of its rights under clauses 16.9 and 16.10, the Issuer requests the application of a holding lock to prevent a transfer of Notes or refuses to register a transfer of Notes, it must, within five Business Days after the date the holding lock is requested or the refusal to register a transfer, give written notice of the request or refusal to the Holder, to the transferee and the broker lodging the transfer, if any. Failure to give such notice does not, however, invalidate the decision of the Issuer.

16.12 Delivery of Instrument

If an instrument is used to transfer the Notes according to clause 16.7, it must be delivered to the Registrar, together with such evidence (if any) as the Issuer and/or the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Notes.

16.13 Refusal to Register

(a) The Issuer may only refuse to register a transfer of any Notes if such registration would contravene or is forbidden by Applicable Regulation or the Terms.

(b) If the Issuer refuses to register a transfer, the Issuer must give the lodging party notice of the refusal and the reasons for it within five Business Days after the date on which the transfer was delivered to the Registrar.

16.14 Transferor to remain Holder Until Registration

A transferor of a Note remains the Holder in respect of that Note until the transfer is registered and the name of the transferee is entered in the Register.

16.15 Effect of Transfer

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under the Trust Deed and the Terms in respect of the transferred Notes and the transferee becomes so entitled in accordance with clause 16.2.

16.16 Estates

A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

16.17 Transfer of Unidentified Notes

Where the transferor executes a transfer of less than all the Notes registered in its name, and the specific Notes to be transferred are not identified, the Registrar may register the transfer in respect of such of the Notes registered in the name of the transferor as the Registrar thinks fit, provided the aggregate of the Face Value of all the Notes registered as having been transferred equals the aggregate of the Face Value of all the Notes expressed to be transferred in the transfer.

17. Payments

17.1 Summary of payment provisions

Payments in respect of the Notes will be made in accordance with this clause 17.

17.2 Record Date

All payments under or in respect of a Note will be made only to those persons registered as the holder of that Note at the nominated time on the relevant Record Date.

17.3 Payments Subject to Law

All payments are subject to applicable law, but without prejudice to the provisions of clause 18.

17.4 Payments on Business Days

If a payment:

(a) is due on a Note on a day which is not a Business Day then the due date for payment will be postponed to the first following day that is a Business Day; or

(b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place,

and, in either case, the Holder is not entitled to any additional payment in respect of that delay.

17.5 Payments to Accounts

Moneys payable by the Issuer to a Holder may be paid in any manner the Issuer decides, including by direct credit into a nominated account of the Holder at an Australian branch of a financial institution.

17. Payments by Cheque

(a) The Issuer may decide that payments in respect of the Notes will be made by cheque sent by prepaid post on the payment date to the Holder (or to the first named joint holder of the Notes) at its address appearing in the Register.

(b) Cheques sent to the nominated address of a Holder will be at the risk of the registered Holder and will be taken to have been received by the Holder on the payment date and, no further amount will be payable by the Issuer in respect of the Notes as a result of the Holder not receiving payment on the due date.

17.7 Unsuccessful Attempts to Pay

Subject to applicable law and the ASX Listing Rules, where the Issuer:

(a) decides that an amount is to be paid to a Holder by a method of direct credit and the Holder has not nominated an account to which amounts are to be paid by that method;

(b) attempts to pay an amount to a Holder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;

(c) has made reasonable efforts to locate a Holder but is unable to do so; or

(d) has issued a cheque which has not been presented within six months of its date and, as a consequence, the Issuer has cancelled such cheque,

then, in each case:

(e) the amount will be taken to have been duly paid to the Holder and will not bear Interest; and

(f) the amount will be held by the Issuer for the Holder in a non-interest bearing deposit with a bank selected by the Issuer until the Holder (or any legal personal representative of the Holder) nominates an account for payment or otherwise claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

17.8 Payment to Joint Holders

A payment to any one of the joint Holders of a Note will discharge the Issuer's liability in respect of the payment.

17.9 Fractions

For the purposes of making any payment to a Holder in respect of its aggregate holding of Notes, any fraction of a cent will be disregarded.

18. Deductions

18.1 No set-off, counterclaim or deductions

All payments in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction for or in respect of Taxes, unless such withholding or deduction is required by law.

18.2 Withholding and Other Taxes

(a) The Issuer may withhold or deduct from any amount payable to a Holder in respect of the Notes an amount in respect of any Tax which a qualified legal or taxation advisor advises that it is required by law to withhold or deduct from that payment.

(b) The Issuer must pay the full amount required to be withheld or deducted to the relevant revenue authority within the time allowed for such payment (without incurring penalty under the applicable law) and must, if required by a Holder, deliver to that Holder a copy of the relevant receipt issued by the relevant revenue authority without unreasonable delay after it is received by the Issuer.

(c) If an amount is deducted or withheld under clause 18.2(a) from a payment to a Holder in respect of any Tax, the Issuer will have no obligation to pay any additional amount to the Holder such that the Holder, at the time the payment is due, receives the same amount it would have received if no deductions or withholdings had been required to be made.

19. Amendment of the Terms

19.1 Amendment without the approval of the Holders

At any time, and from time to time, but subject to clause 18.4 of the Trust Deed, the Terms (which, for the avoidance of doubt include this clause) may be modified, altered, cancelled, amended or added to (collectively **Modified**), without the consent of the Holders, if:

(a) such modification, alteration, cancellation, amendment or addition (collectively Modification) is:

(i) of a formal or technical nature or made to cure any ambiguity or correct any manifest error;

(ii) necessary or expedient for the purpose of listing the Notes on ASX or to comply with the applicable ASX Listing Rules or the listing or quotation requirements of any other any securities exchange on which the Issuer may propose to seek a listing of the Notes;

(iii) necessary or expedient for the purpose of enabling the Notes to be offered for issue or for sale under the laws for the time being in force in any place;

(iv) necessary or expedient to comply with the provisions of any law or regulation or the requirements of any statutory authority; or

(v) necessary or advisable following the introduction of, or any amendment to, clarification of, or change (including any announced prospective change) in, any law or regulation of the Commonwealth of Australia or an announcement, action or decision or a proposal to introduce, amend, clarify or change any such law or regulation or any official administrative pronouncement or action or judicial decision interpreting or applying any such law or regulation which is likely to cause the Notes to cease to be treated as debt for tax or accounting purposes; and

(b) in respect of a Modification sought by a party in reliance on:

(i) any one of clauses 19.1(a)(i) to 19.1(a)(iv) above - the Issuer and the Trustee have jointly obtained a legal opinion from legal advisers of recognised standing in New South Wales, which opinion is in a form satisfactory to the Issuer and the Trustee (each acting reasonably) and is addressed to or is otherwise able to be relied on by each of the Issuer and the Trustee, to the effect that such Modification (taken as a whole and in conjunction with all other Modifications) is:

(A) a Modification within the scope of any one or more of paragraphs 19.1(a)(i) to 19.1(a)(iv); and

(B) not materially prejudicial to the interests of Holders of the Notes (taken as a whole); or

(ii) clause 19.1(a)(v) above - the Issuer and the Trustee have jointly obtained an opinion from an accountancy or taxation adviser of recognised standing in New South Wales, which opinion is in a form satisfactory to the Issuer and the Trustee (each acting reasonably) and is addressed to or is otherwise able to be relied on by each of the Issuer and the Trustee, to the effect that such Modification (taken as a whole and in conjunction with all other Modifications) is

(A) a Modification within the scope of paragraph 19.1(a)(v); and

(B) not materially prejudicial to the interests of Holders of the Notes (taken as a whole).

19.2 Amendment with the approval of the Holders

(a) At any time, and from time to time, but subject to clauses 19.2(b), 19.2(c) and 19.3 of the Terms and clause 18.4 of the Trust Deed, the Terms (which, for the avoidance of doubt includes this clause) may be Modified if such Modification is authorised by a Holders Resolution passed at a meeting (including a meeting held by way of postal ballot) of all Holders held pursuant to the Meeting Provisions.

(b) If the Trustee reasonably considers the Modification will materially and adversely affect the rights of all Holders, then the Modification must be authorised by a Special Resolution passed at a meeting (including a meeting held by way of postal ballot) of all Holders held pursuant to the Meeting Provisions.

(c) If a clause in the Terms provides for Holders of those Notes to give a direction to the Trustee by a Special Resolution, then that clause may only be Modified if such Modification is authorised by a Special Resolution passed at a meeting (including a meeting held by way of postal ballot) of all Holders held pursuant to the Meeting Provisions.

19.3 Amendment with the Approval of the Holders But Not The Trustee

If a Modification to the Terms (which, for the avoidance of doubt includes this clause) is proposed by the Issuer under clause 19.2 and the Trustee will not consent to the Modification, subject to compliance with clause 18.4 of the Trust Deed, the Terms may be Modified in the manner proposed by the Issuer if such Modification is authorised by a Special Resolution passed at a meeting (including a meeting held by way of postal ballot) of all Holders held pursuant to the Meeting Provisions.

20. General

20.1 Reporting

In addition to any requirements of the Corporations Act and the ASX Listing Rules, each Holder (if requested by that Holder) will be provided with copies of all annual and half-yearly reports and financial statements provided to holders of Shares.

20.2 Time Limit for Claims

A claim against the Issuer for a payment under a Note is void unless made within five years from the date on which payment first became due.

20.3 Voting

The Trust Deed contains provisions for convening meetings of the Holders to consider any matter affecting their interests including certain variations of these Terms which require the consent of the Holders.

20.4 Notices

The Trust Deed contains provisions for the giving of notices.

20.5 Further documents

The Issuer may require the Trustee to execute, on behalf of all Holders, such documents as the Issuer considers necessary or desirable (provided that the Trustee is indemnified to its satisfaction, acting reasonably, against any Taxes, fees, costs, charges, expenses or liabilities (including solicitor and client as well as party and party costs) which it may suffer or incur as a result of doing so, and provided that the Trustee will only be required to execute such documents if the Holders give a direction to the Trustee by a Special Resolution passed in favour of such execution to do so).

20.6 Further issues

The Issuer may from time to time, without the consent of the Holders:

(a) issue further notes having the same Terms as the Notes in all respects (or in all respects except for the Issue Date and the first payment of interest for such new notes) so as to form part of the same series;

(b) or issue any other notes, shares or any other form or type of securities, or incur or guarantee any indebtedness upon such terms as it may think fit in its sole discretion.

20.7 Governing law and jurisdiction

(a) These Terms and the Notes are governed by the laws of New South Wales.

(b) The Issuer and each Holder submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales in connection with matters concerning the Notes or these Terms.

(c) The Issuer and each Holder waives any right they have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

21. Interpretation and Definitions

21.1 Interpretation

In these Terms, except where the context otherwise requires:

(a) if there is inconsistency between the Terms and the Trust Deed, then, to the maximum extent permitted by law, the Terms will prevail;

(b) the Directors may exercise all powers of the Issuer under these Terms as are not, by the Corporations Act or by the Constitution of the Issuer required to be exercised by the Issuer in a general meeting;

(c) if a calculation is required under these Terms, unless the contrary intention is expressed, the calculation will be rounded to four decimal places;

(d) calculations, elections and determinations made by the Issuer under these Terms are binding on Holders in the absence of manifest error;

(e) if an event under these Terms must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day;

(f) the singular includes the plural and vice versa, and a gender includes other genders;

(g) another grammatical form of a defined word or expression has a corresponding meaning;

(h) a reference to a document includes all schedules or annexes to it;

(i) a reference to a clause or paragraph is to a clause or paragraph of these Terms;

(j) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(k) a reference to '$', 'Australian dollars', 'A$', 'AUD' or 'Australian cent' is a reference to the lawful currency of Australia;

(l) a reference to time is to Melbourne time;

(m) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns and substitutes;

(n) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(o) a reference to a statute, ordinance, code, rule, directive or law (however described) includes regulations and other instruments under it and consolidations, amendments, re- enactments or replacements of any of them;

(p) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(q) an Event of Default is subsisting if it has not been remedied or waived in writing; and

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

21.2 Definitions

Terms defined in the Trust Deed have the same meanings in these Terms. In addition, the following terms have the following meanings unless the contrary intention appears:

Applicable Regulation means such provisions of the ASX Listing Rules, the ASX Settlement Operating Rules, the Corporations Act and any regulations or rules pursuant under or pursuant to any such provisions as may be applicable to the transfer of a Note.

ASTC means the ASX Settlement Pty Ltd (ABN 49 008 504 532).

ASX means ASX Limited (ABN 98 003 624 691) or the securities market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement rules of ASTC as amended or replaced from time to time.

Australian Tax Act means the Income Tax Assessment Act 1936 (Cth) and, where applicable, the Income Tax Assessment Act 1997 (Cth).

Balance Sheet means the balance sheet of the consolidated CVC Group shown in the latest audited financial statements or half year financial statements of the Issuer.

BBSW Rate means, for an Interest Period, the rate for prime bank eligible securities having the closest relevant tenor which is designated as the 'Mid' on the 'ASX Benchmark Rates' web page as at approximately 11:00am of the relevant day. However, if such rate does not appear on the 'ASX Benchmark Rates' web page or if it does appear but the Registrar determines that there is an obvious error in that rate, **BBSW Rate** means the rate determined by the Registrar having regard to comparable indices then available. The rate is to be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

Business Day means a day which is a business day within the meaning of the ASX Listing Rules;

Change of Control Event means each of:

(a) a takeover bid is made to acquire all of the Shares and the offer under the takeover bid is, or becomes, unconditional and:

  (i) the bidder has acquired at any time during the offer period a relevant interest in more than 50% of the Shares on issue; or

  (ii) the Directors of the Issuer unanimously recommend acceptance of the offer under the takeover bid, and acceptance of that offer would result in the bidder having a relevant interest in 100% of the Shares on issue; and

(b) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100% of the Shares on issue.

Clearing System means the Clearing House Electronic Sub-register System operated by ASTC or any other applicable securities trading and/or clearance system.

Consolidated Interest Bearing Liabilities means the aggregate sum (without double counting) of all interest bearing liabilities of the CVC Group (on a consolidated basis) as set out in the latest Balance Sheet and of the CVC Group's Guarantees.

Constitution means the constitution of the Issuer, as amended from time to time.

Conversion means the conversion of a Note in accordance with clause 11 and the words Convert, Convertible, Converting and Converted bear a corresponding meaning.

Conversion Amount means the aggregate Face Value of the total number of Notes the subject of the relevant Conversion Notice plus, at the option of the Issuer, such amount of the Interest accrued but unpaid on those Notes (as determined by the Issuer) on the Conversion Date.

Conversion Date means the date (determined by the Issuer (in its absolute discretion) in accordance with the Terms) on which Shares will be issued to the Holder on conversion of the Notes under clause 11.

Conversion Notice means a notice of conversion given in accordance with clauses 11.2 and 11.3.

Conversion Price means $3.40 or such other lower price as determined in accordance with clauses 11.7 to 11.14.

Corporations Act means the Corporations Act 2001 (Cth).

Costs includes costs, charges and expenses.

CS Facility has the same meaning as 'prescribed CS Facility' in the Corporations Act.

CS Facility Operator means the operator of a CS Facility.

CVC Group means the Issuer and its Subsidiaries but excludes any Subsidiary in its capacity as trustee or responsible entity of a Relevant Trust or Scheme.

Delisting Event will occur if:

(a) the Shares cease to be quoted on ASX;

(b) the Notes cease to be quoted on ASX; or

(c) trading of the Shares or Notes on the ASX is suspended for a period of more than 20 consecutive Business Days.

Directors means some or all of the directors of the Issuer acting as a board.

Early Redemption Notice means a notice given by the Issuer to the Trustee under clause 12.2(c)(i).

Early Redemption Premium means where the Early Redemption Notice for a Premium Early Redemption is issued:

(a) on or after the third anniversary but before and excluding the fourth anniversary of the Issue Date, $4.00 per CVC Note; and

(b) on or after the fourth anniversary from the Issue Date but before the Maturity Date, $2.00 per CVC Note.

Event of Default means the happening of any event set out in clause 15.

Existing Debt Obligations means the total commitment of Financial Indebtedness made available to the CVC Group by any financier under a debt facility as at the Issue Date.

Face Value means the nominal principal amount of each Note, being $100.00.

Financial Adviser means an independent financial adviser, holding a relevant Australian Financial Services Licence, appointed by the Issuer and approved in writing by the Trustee or, if the Issuer fails to make such appointment and such failure continues for a reasonable period (as determined by the Trustee), appointed by the Trustee following notification to the Issuer.

Financial Indebtedness means any actual or contingent debt or other monetary liability arising in respect of money borrowed or raised or any financial accommodation provided, including in respect of any:

(a) bill of exchange, bond, debenture, note or similar instrument;

(b) acceptance, endorsement or discounting arrangement;

(c) Guarantee granted by a financial institution guaranteeing the payment of a debt (the guaranteed debt), in which case the guaranteed debt will not be included;

(d) finance lease;

(e) obligation to deliver goods or provide services paid for in advance by any financier or in relation to any other financing transaction;

(f) cash advance; or

(g) deferred purchase price (for more than 90 days) of an asset or service,

but excluding (for the avoidance of doubt) in respect of any operating lease. Where these Terms require the amount of any Financial Indebtedness to be determined or calculated, for Financial Indebtedness comprising a swap, option, hedge, forward, futures or similar transaction which is subject to netting, the net (and not the gross) amount payable by the relevant party will be counted.

Gearing Ratio means the aggregate of Total Liabilities less Limited Recourse Debt of CVC Group divided by the aggregate of Total Liabilities plus Total Equity less Limited Recourse Debt of the CVC Group expressed as a percentage and otherwise expressed by the following formula:

$$\frac{100\ (\text{Total Liabilities-Limited Recourse Debt})}{(\text{Total Liabilities + Total Equity})\text{-Limited Recourse Debt}}$$

Governmental Agency means a government or a governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Guarantee means a guarantee (whether operative or operative on the giving of a notice, passing of time or the occurrence of an event), indemnity, letter of credit, letter of comfort having binding effect or any other obligation or irrevocable offer:

(a) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;

(b) to indemnify any person against the consequences of default in the payment of; or

(c) to be responsible for,

an obligation or monetary liability of another person, distribution, or the solvency or financial condition of another person.

Holder means, in respect of a Note, the person from time to time whose name is entered on the Register as the holder of that Note.

Holders Resolution means a resolution passed at a meeting duly called and held (or by postal ballot) in accordance with the Meeting Provisions and:

(a) carried by a majority consisting of greater than 50% of the persons voting at the meeting on a show of hands;

(b) if a poll is duly demanded, by a majority of the votes cast by the Holders present at the meeting in person, by attorney, by proxy or by representative and entitled to vote; or

(c) if the meeting is by postal ballot, by a majority consisting of the Holders representing greater than 50% of the Face Value of all of the Notes.

Insolvency Event occurs in relation to a body corporate if:

(a) it is (or states that it is) insolvent (as defined in the Corporations Act); or

(b) it has a controller (as defined in the Corporations Act) appointed, or is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the creditors); or

(d) an Application or order has been made (and, in the case of an Application, it is not stayed, withdrawn or dismissed within 30 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; or

(e) it is taken (under s459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is otherwise unable to pay its debts when they fall due; or

(g) something having a substantially similar effect to (a) to (f) happens in connection with it under the law of any jurisdiction.

Interest means the interest payable from time to time in respect of a Note, including interest payable under in clause 10.1 and, as applicable, default interest payable under clause 10.3.

Interest Payment Date means, in respect of a Note:

(a) the last Business Day of each of March, June, September and December during the term of the Note, with the first Interest Payment Date being 28 September 2018;

(b) the Conversion Date (if the Issuer elects not to include the Interest accrued but unpaid on the Note in the Conversion Amount);

(c) the Maturity Date; and

(d) any Redemption Date.

Interest Period means, for a Note, each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

(a) the first Interest Period commences on (and includes) its Issue Date; and

(b) the final Interest Period ends on (but excludes) the Maturity Date, Conversion Date or the Redemption Date.

Interest Rate means, in respect of an Interest Period for a Note, the aggregate of the 90 day BBSW Rate as at the day immediately preceding the Interest Period and The Margin per annum.

Issue Date means, in respect of a Note, the date on which that Note is issued.

Issuer means CVC Limited ABN 34 002 700 361.

Limited Recourse Debt means Financial Indebtedness incurred or owed by one or more entities (including a trust) for or in respect of the purchase, construction, development or operation of an asset or assets where the financier's recourse is limited to those assets (or the income or cashflow from those assets) or shares or units issued by that entity or those entities and the financier otherwise has no Guarantee from any other member of the CVC Group or any security over any other assets of the CVC Group.

Margin has the meaning given to that term in the Prospectus.

Maturity Date means 22 June 2023.

Meeting Provisions means the rules relating to meetings of Holders contained in Schedule 2 to the Trust Deed.

Member or Shareholder means a person entered in the register of members as a member, for the time being, of the Issuer.

Minimum Holding Event means, in respect of the Notes, that, at any time, the aggregate Face Value of the Notes that have not been Redeemed or subject to a Conversion Notice is less than 10% of the aggregate Face Value of the Notes originally issued on the Issue Date.

Note means a debt obligation denominated in Australian dollars and issued, or to be issued, by the Issuer which is constituted by, and owing under, the Trust Deed, the details of which are recorded in, and evidenced by, entry in the Register.

Permitted New Debt means to incur any Financial Indebtedness for moneys borrowed or raised pursuant to any financial accommodation that is in the ordinary course of business and the terms of which are commercial, arm's length and do not contain any unusual or onerous terms and on an incurrence basis does not result in the Gearing Ratio exceeding 40%.

Permitted Security Interest means, in relation to a member of the CVC Group, as the case may be, any of the following:

(a) liens, rights of retention and statutory charges arising by operation of law in the ordinary course of business where the related indebtedness is not more than 60 days overdue or is being contested in good faith and appropriately provisioned;

(b) any Security Interest granted in relation to Permitted New Debt;

(c) any Security Interest over the assets of a member of the CVC Group where:

  (i) such member became a Subsidiary of the Issuer after the date of the Trust Deed and such Security Interest was not created in contemplation of that member becoming a Subsidiary of the Issuer; and

  (ii) the money secured by that Security Interest is paid or repaid either in accordance with the terms applicable to such payment as those terms were in effect at the time the member of the CVC Group became a Subsidiary of the Issuer or at such earlier time as that member elects;

(d) any Security Interest for Limited Recourse Debt; and

(e) any other Security Interest not referred to in sub-paragraphs (a) to (e) above provided the aggregate value of assets subject to such Security Interests is not more than 10% of the Total Equity.

Record Date means, in relation to any payment to be made under or in respect of the Notes:

(a) subject to sub-paragraphs (b) and (c), the date which is eight (8) calendar days before the applicable due date for payment; or

(b) such other date as is determined by the Issuer in its absolute discretion, and communicated to ASX not less than eight calendar days before the record date which would have been determined under paragraph (a) above; or

(c) such other date as may be required by, or agreed with, ASX.

Redemption means the redemption of a Note in accordance with clause 12 and the words **Redeem, Redeemable** and **Redeemed** bear their corresponding meanings.

Redemption Date means, in respect of a Note, the date, other than the Maturity Date, on which the Note is Redeemed;

Register means the register of Holders (established and maintained under clause 16 of the Trust Deed) and, where appropriate, the term **Register** includes:

(a) a sub-register maintained by or for the Issuer under the Corporations Act, the Listing Rules or ASX Settlement Operating Rules; and

(b) any branch register.

Registrar means Nexia Sydney Pty Ltd trading as **Next Registries ABN 50 606 785 299** or any other person appointed by the Issuer (with such appointment notified to the Trustee) to maintain the Register and perform any payment and other duties as specified in that agreement.

Regulatory Event means, in the opinion of the Directors (having obtained an opinion from a reputable legal or accounting adviser):

(a) there is more than an insubstantial risk that the Issuer will be exposed to additional costs or the imposition of additional requirements which the Directors determine at their sole discretion to be unacceptable, as a result of the occurrence of any of the following on or after the Issue Date:

  (i) the introduction, enactment, amendment, change, repeal, replacement or revocation of an applicable standard or regulation affecting the accounting treatment of the Notes;

  (ii) the introduction, enactment, amendment, change, repeal, replacement or revocation of any law or regulation affecting the Notes or any action required to be taken by the Issuer under these Terms or the Trust Deed; or

  (iii) any pronouncement, action or decision of a Governmental Agency or ASX interpreting or applying any law or regulation or the ASX Listing Rules; or

(b) there is more than an insubstantial risk that the Issuer would be exposed to more than a de minimis increase in its costs (including, but not limited to, increased taxes, duties or other governmental charges or civil liabilities and/or the loss or reduction of any tax deduction available to the Company in connection with the payment of Interest on the Convertible Notes) as a result of the occurrence on or after the Issue Date of:

  (i) any amendment to, clarification of, or change (including any announced prospective change), in the laws or treaties or any regulations of Australia or any political subdivision or taxing authority of Australia affecting taxation;

  (ii) any judicial decision, official administrative pronouncement, published or private ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to adopt such procedures or regulations) (Administrative Action); or

  (iii) any amendment to, clarification of, or change in the pronouncement that provides for a position with respect to an Administrative Action that differs from the current generally accepted position, in each case, by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification, change or Administrative Action is made known.

Related Body Corporate has the meaning given in the Corporations Act.

Relevant Trust or Scheme means a trust, managed investment scheme or other comparable arrangement in respect of which moneys have been raised from the public or that has otherwise been established bona fide for or with a view to, and in which there are, investors, beneficiaries, objects of trust or other scheme participants external to the CVC Group (including any sub- trust or other Subsidiary of such a trust, managed investment scheme or other comparable arrangement), other than a trust, managed investment scheme or other comparable arrangement in which an entity of the CVC Group (that is not a Relevant Trust or Scheme or acting in the capacity of trustee or responsible entity of a Relevant Trust or Scheme) has a Controlling Interest of more than 50%.

Restricted Securities has the same meaning as in the ASX Listing Rules and extends to Notes which are subject to voluntary restrictions by agreement between the Issuer and one or more Holders.

Restriction Agreement means an agreement which is required to be concluded under Chapter 9 of the ASX Listing Rules or in voluntarily concluded between the Issuer and one or more Holders.

Security Interest means any mortgage, pledge, lien or charge or any security (including any security interest arising under sections 12(1) or 12(2) of the Personal Property Securities Act 2009 (Cth))or preferential interest or arrangement of any kind 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, including any retention of title other than in the ordinary course of business and any charge or lien arising by operation of law.

Shares means an ordinary share in the capital of the Issuer.

Special Resolution means:

(a) a resolution passed at a meeting of the Holders duly called and held under the Meeting Provisions:

(i) by at least 75% of the persons voting on a show of hands (unless paragraph (b) below applies); or

(ii) if a poll is duly demanded, then by a majority consisting of at least 75% of the votes cast; or

(b) a resolution passed by postal ballot or written resolution by Holders representing (in aggregate) at least 75% of the principal amount then outstanding of all of the Notes.

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 defined in s50AA of the Corporations Act) 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.

For the avoidance of doubt, no Relevant Trust or Scheme is or will be deemed to be a Subsidiary of a member of the CVC Group.

Tax means any tax, levy, impost, charge, rate, withholding or duty (including stamp and transaction duties) levied or imposed by any Governmental Agency together with any related interest, penalties, fines and expenses in connection with them. It includes GST.

Terms means, in relation to a Note, t terms and conditions of issue of that Note (as set out in Schedule 1 to the Trust Deed);

Total Equity means the total equity from time to time of the CVC Group on a consolidated basis (as set out in the latest balance sheet);

Total Liabilities means the total liabilities from time to time of the CVC Group on a consolidated basis (as set out in the latest balance sheet and notes to the balance sheet).

Trust Deed means the trust deed entitled 'Trust Deed relating to the CVC Convertible Note Trust' between the Issuer and the Trustee and dated on or about 29 May 2018.

Trustee means the person from time to time acting as the trustee of the trust constituted by the Trust Deed (acting in that capacity), initially being AET Corporate Trust Pty Limited ABN 12 106 424 088;

VWAP means the average of the daily volume weighted average sale prices of the Shares sold on ASX during the period specified in these Terms, excluding any transaction defined in the ASX Operating Rules as 'special', crossings prior to the commencement of normal trading, crossings during the after hours adjust phase and any overseas trades or exchange traded option exercises, subject to the following adjustments:

(a) where, on some or all of the Business Days in the relevant period, Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement which is not extended to the Holder, and the Notes will convert into Ordinary Shares after the date those Shares no longer carry that entitlement, then the VWAP on the Business Days on which those shares have been quoted cum dividend, or cum any other distribution or entitlement shall be reduced by an amount (Cum Value) equal to:

(i) in the case of a dividend or other distribution, the amount of that dividend or distribution (with no value included for any franking credits);

(ii) in the case of an entitlement which is traded on ASX on any of those Business Days, the volume weighted average price of all such entitlements sold on ASX during the relevant period on the Business Days on which those entitlements were traded; or

(iii) in the case of an entitlement not traded on ASX during the relevant period, the value of the entitlement as reasonably determined by the Directors; and

(b) where, on some or all of the Business Days in the relevant period, Shares have been quoted ex dividend, ex distribution or ex entitlement, and Notes will convert into Ordinary Shares which would be entitled to receive the relevant dividend, distribution or entitlement, the VWAP on the Business Days on which those Shares have been quoted ex dividend, ex distribution or ex entitlement shall be increased by the Cum Value.

Winding Up means in respect of a person the appointment of a liquidator or provisional liquidator of that person (and where the appointment is made by a court, by a court of competent jurisdiction in Australia).

The following is a glossary of the terms used in the Prospectus. Please note that where defined terms are used exclusively in the Terms, their definitions are not included in the Glossary, however to the extent these terms have been used in the remainder of this Prospectus they have been defined in the Glossary.

Section 9: Glossary

$ or dollars Australian dollars

Allocation the number of CVC Notes allocated to a successful Applicant under the Offer

Applicant a person who submits an Application

Application an application made to acquire CVC Notes under this Prospectus

Application Form the application form referred to in, and accompanied by a copy of, this Prospectus

Application Monies the monies submitted by Applicants in respect of their Applications

Authorised Intermediary Evans and Partners Pty Limited (ABN 85 125 338 785, AFSL 318 075)

ASIC the Australian Securities & Investments Commission

ASX Settlement Operating Rules the ASX Settlement Operating Rules issued by ASX Settlement Pty Ltd (ABN 49 008 504 532) as amended or replaced from time to time

ASX ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires

BBSW Rate has the meaning given to that term in the Terms

Board the board of Directors

Bookbuild refer to Section 7.8 for detail

Broker Firm Applicant a person who submits an Application under the Broker Firm Offer

Broker Firm Offer the Offer of CVC Notes under this Prospectus to Australian and New Zealand residents of Brokers who have received a firm allocation of CVC Notes as described in Section 1.4

Business Day means a day which is a business day within the meaning of the ASX Listing Rules

Change of Control Event has the meaning given to that term in the Terms

Closing Date the date by which Applications must be lodged for the Offer, being 18 June 2018, unless CVC the Issuer and the Lead Manager agree to vary this date

Constitution the constitution of CVC

Conversion the conversion of a CVC Note in accordance with the Terms and the words Convert, Convertible, Converting and Converted bear a corresponding meaning

Conversion Amount has the meaning given to that term in the Terms

Conversion Date has the meaning given to that term in the Terms

Conversion Notice has the meaning given to that term in the Terms

Conversion Price has the meaning given to that term in the Terms

Corporations Act the Corporations Act 2001 (Cth)

CVC Group CVC and each of CVC's Subsidiaries

CVC Notes the unsecured redeemable convertible notes offered by CVC under this Prospectus

Delisting Event has the meaning given to that term in the Terms

Early Redemption Notice has the meaning given to that term in the Terms

Early Redemption Premium means:

- $4 per Note where Redeemed between the 3rd and 4th anniversary of the Issue Date; and
- $2 per Note where redeemed after the 4th anniversary of the Issue Date and prior to the Maturity Date

Existing Debt Obligations has the meaning given to that term in the Terms

Exposure Period The seven day period after the date of lodgement of the Prospectus with ASIC. This period may be extended by ASIC for a further period of up to seven days

EBIT Net operating profit before interest and tax

Face Value has the meaning given to that term in the Terms

Financial Indebtedness has the meaning given to that term in the Terms

Guarantee has the meaning given to that term in the Terms

Holder a registered holder of CVC Notes

Holder Redemption Notice has the meaning given to that term in the Terms

Holder's Resolution has the meaning given to that term in the Terms

Interest has the meaning given to that term in the Terms

Insolvency Event has the meaning given to that term in the Terms

Institutional Offer the Offer of CVC Notes under this Prospectus to Australian and New Zealand institutional investors as described in Section 1.4

Issuer or CVC or the Company CVC Limited (ABN 34 002 700 361)

Issue Date has the meaning given to that term in the Terms

Lead Manager Evans Dixon Corporate, a division of Evans and Partners Pty Ltd ABN 85 125 338 785

Listing Rules the official listing rules of ASX

Margin 3.75% per annum over the 90-day BSWW rate

Maturity Date the CVC Notes maturity date, being 22 June 2023

Minimum Holding Event has the meaning given to that term in the Terms

Note Trust Deed the document entitled "Trust Deed relating to the CVC Convertible Note Trust" dated 29 May 2018 between CVC and the Trustee described in Section 6.5 of this Prospectus

Offer the offer to subscribe for CVC Notes under this Prospectus at the Offer price of $100 to investors in Australia and New Zealand under this Prospectus, comprising the Institutional Offer and Broker Firm Offer

Ordinary Shares fully paid ordinary shares in the capital of CVC

Original Prospectus the original prospectus, dated 30 May 2018 which is replaced by this Prospectus

Participating Broker any participating organisation of ASX selected by CVC in agreement with the Lead Manager to participate in the Broker Firm Offer

Permitted New Debt has the meaning given to that term in the Terms

Prospectus this replacement Prospectus dated 7 June 2018

Redemption the redemption of a CVC Note in accordance with the Terms and the words Redeem, Redeemable and Redeemed bear their corresponding meanings

Redemption Date has the meaning given to that term in the Terms

Registrar means Nexia Sydney Pty Ltd trading as Next Registries ABN 50 606 785 299 or any other person appointed by CVC (with such appointment notified to the Trustee) to maintain the Register and perform any payment and other duties as specified in that agreement

Register the register of Holders

Regulatory Event has the meaning given to that term in the Terms

Related Body Corporate has the meaning given in Section 50 of the Corporations Act

Section means a section of this Prospectus

Security Interest has the meaning given to that term in the Terms

Shareholder a registered holder of Ordinary Shares

Special Resolution means:

(a) a resolution passed at a meeting of the Holders:

  (i) by at least 75% of the persons voting on a show of hands (unless paragraph (b) below applies); or

  (ii) if a poll is duly demanded, then by a majority consisting of at least 75% of the votes cast; or

(b) a resolution passed by postal ballot or written resolution by Holders representing (in aggregate) at least 75% of the principal amount then outstanding of all of the CVC Notes

Subsidiary or Subsidiaries has the meaning given to that term in the Terms

Successful Applicant an Applicant who is allocated CVC Notes under the Offer

Syndicate Broker any of the Lead Manager or Participating Brokers

Terms or Terms of Issue the terms of issue of the CVC Notes as detailed in Section 8

Timetable the key dates for the Offer set out on page 8

Trustee AET Corporate Trust Pty Limited ABN 12 106 424 088

Appendix A – Evans and Partners Financial Services Guide

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1. Glossary of Terms

ASX Clear

ASX Clear Pty Limited, ABN 48 001 314 503.

Adviser

Your Evans and Partners financial Adviser.

Asset Based Fee

A fee, excluding brokerage fees, for providing financial product advice to the extent that the calculation of the fee is dependent upon the amount of funds used or to be used to acquire financial products.

ASX

ASX Limited ABN 98 008 624 691 or the financial market operated by it, as the context requires.

Chi-X

Chi-X Australia Pty Ltd ABN 47 129 584 667 or the financial market operated by it, as the context requires.

Corporations Act

The Corporations Act 2001 (Cth).

Evans and Partners, EaP

Evans and Partners Pty Ltd, ABN 85 125 338 785;
AFSL No 318075.

Linear

Linear Administration Services Pty Ltd ACN 163 681 678.

Managed Accounts, Evans and Partners Managed Accounts, MDA

Evans and Partners Managed Accounts ARSN 128 111 857 a registered managed investment scheme of which Responsible Entity Partners is the responsible entity and that is available to EaP clients under arrangements between EaP and Responsible Entity Partners.

Ongoing Fee Arrangement

An arrangement (where personal advice is given to you) that you make with EaP or your Adviser to pay fees for services that we provide to you on an ongoing basis for a period of more than 12 months.

Opt-in Code

Opt-in Code means a code of conduct as approved by ASIC for the purposes of section 962CA of the Corporations Act.

PDS

Product Disclosure Statement.

Pershing

Pershing Securities Australia Pty Ltd ABN 60 136 184 962
AFSL No. 338 264

Quoted

Refers to financial products that are, or will be, quoted on an exchange (such as ASX or Chi-X).

Responsible Entity Partners

Responsible Entity Partners ABN 11 119 757 596
AFSL No. 304 542.

We, us or our

Evans and Partners.

2. Purpose and Content of This Financial Services Guide

This Financial Services Guide (FSG) is an important document. You should read it carefully and make sure you understand it.

This FSG:

(a) is provided by Evans and Partners;

(b) was prepared on and is dated 16 April 2018 and is made up of a number of equally important sections. Each of those sections is listed in the table of contents above;

(c) was prepared to inform you about:

- (i) who we are;
- (ii) the services we provide;
- (iii) the remuneration that may be paid to us and other persons in relation to the financial services we provide;
- (iv) the relationships and associations we have; and
- (v) how complaints against us are dealt with; and

(d) is intended to assist you in deciding whether or not to use the services which we provide as described in this FSG.

3. Who is Evans and Partners

Evans and Partners has been established as an Australian investment house that provides a broad range of investment, advisory and execution services to a diversified client base of private and institutional investors.

Evans and Partners is a Trading Participant of ASX and Chi-X and is the holder of an Australian Financial Services Licence (AFSL) authorising it to provide the financial services described below in section 5.

Our contact details are as follows:

Evans and Partners Pty Ltd
ABN 85 125 338 785 AFSL No 318075

Mayfair Building, 171 Collins Street
Melbourne Victoria 3000

Phone: +61 3 9631 9888
Fax: +61 3 8610 1608
Email: info@eandp.com.au
Website: eandp.com.au

4. Providing Information to You

The email address supplied to Evans and Partners may be used to provide information about your account and financial products/services offered by Evans and Partners. Information for the purpose of this section may include important disclosure documents, such as a Statement of Advice, PDS or FSG.

Evans and Partners may also use other digital delivery methods to provide information to you, such as via a secure online website or by providing a link to a web address. If you do not want to receive information via digital delivery methods please notify your Adviser.

5. The Services and Products We Can Provide

5.1 Financial Product Advice

Our Australian Financial Services Licence authorises our representatives to provide advice in the following financial services and financial products:

- basic deposit products;
- non-basic deposit products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services and MDA services;
- securities;
- standard margin lending facilities; and
- superannuation

on behalf of both Wholesale and Retail Clients.

5.2 Dealing in Financial Products

Authorisation

Our Australian Financial Services Licence authorises our representatives to deal (including arranging to deal) in the following financial services and financial products:

- basic deposit products;
- non-basic deposit products;
- foreign exchange contracts
- derivatives;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services and MDA services;
- securities;
- standard margin lending facilities; and
- superannuation

on behalf of both Wholesale and Retail Clients.

We are also authorised to issue interests in MDA Services. Evans and Partners is a Trading Participant of ASX and Chi-X and provides services in relation to the execution of transactions in financial products quoted on both markets.

Clients are able to effect transactions in quoted financial products by communicating an order to Evans and Partners.

If your order relates to the purchase of a warrant or a partly paid security, you will be required to enter into a warrant client agreement and/or partly paid securities client agreement with Evans and Partners before we are able to execute the transaction for you.

If your order relates to an exchange traded option or other derivative, you will be required to enter into a derivatives client agreement with Pershing before we are able to arrange for Pershing to execute the transaction for you.

5.3 Best Execution

As a Participant of both ASX and Chi-X Australia, Evans and Partners has an obligation to obtain the best outcome for its clients when handling or executing client orders to buy and sell equity market products. This section sets out how Evans and Partners meets its best execution duty.

Best Outcome – Retail Clients

For Retail Clients, we will take reasonable steps to obtain for you the best total consideration in respect of your order, where total consideration means:

(a) (Buy Order) the purchase price paid by the client (unit price multiplied by volume), plus transaction costs; and

(b) (Sell Order) the sale price received minus transaction costs.

Transaction costs include execution costs (including brokerage) as well as clearing and settlement costs.

Best Outcome – Wholesale Clients

For a Wholesale Client, obtaining the best outcome for your order(s) includes considerations such as:

- the price of the equity market product;
- transaction costs (such as brokerage) or other costs including clearing and settlement costs;
- speed of execution;
- order size and likelihood or execution;
- available order books/ markets;
- market conditions; and
- any other factor which we consider relevant.

Client Instructions

We will apply our Best Execution Policy set out in this document in relation to orders that we receive from you and execute on your behalf. However, you may provide us with different instructions in relation to an order, on an order by order basis (Specific Instructions) or on an ongoing basis (Standing Instructions - available to Wholesale Clients only) in relation to such matters as:

- speed of execution;
- obtaining execution certainty;
- choice of market (where available); and
- minimising market impact.

Specific Instructions

Where you provide us with a Specific Instruction in relation to an order, we will take reasonable steps to satisfy your instructions. To the extent that Specific Instructions do not deal with all aspects of execution, we will apply this Best Execution Policy in handling your order. Where you wish to provide us with Specific Instructions, we require that instruction to be clear and unambiguous as well as in writing (whether that be printed or in electronic form, such as an email). To the extent that your Specific Instructions do not satisfy these requirements, we will execute your order(s) by applying this policy and taking reasonable steps to achieve the best total consideration or best price, as applicable.

Standing Instructions

If you are a Wholesale Client you can provide us with a Standing Instruction regarding how we are to treat your orders, including instructions to opt-out of our Best Execution Policy. Such instructions must be provided to us in writing and will not take effect until they are confirmed back to you by an Evans and Partners representative. Retail Clients cannot provide us with Standing Instructions with respect to their orders (but may wish to provide with Specific Instructions per above). If you are a Wholesale Client and provide us with Standing Instructions regarding how we are to manage your order(s), we will periodically review those instructions to ensure that they remain valid and appropriate for you. Note that where you provide us with instructions that are inconsistent with us obtaining the best outcome for you, Evans and Partners must take reasonable steps to handle and execute the order(s) the subject of those instructions in a way that satisfies them and, as a result, may not achieve the best available outcome for you.

Execution Venues/ Order Books

Evans and Partners is able to execute orders of ASX listed securities on the following order books:

- ASX TradeMatch (ASX Central Limit Order Book);
- ASX CentrePoint;
- ASX Purematch; and
- Chi-X Australia.

How we handle your order

Evans and Partners utilises a smart order router which directs orders to an available order book in accordance with the current routing policy, or in accordance with your directions where you have provided us with Specific or Standing Instructions. Generally we place the most emphasis on achieving the best available price for you at the time of order placement (subject to any Specific or Standing Instructions you have previously given us). In some circumstances, (for example, where your order may be advantageously consolidated or matched with another order with the same attributes), we may seek to fill orders through other matching mechanisms, such as:

- Block Trades;
- Large Portfolio Trades;
- Trades with Price Improvement;
- •Permitted Trades during the Post-Trading Hours Period;
- Permitted Trades during the Pre-Trading Hours Period; and
- Out of Hours Trades.

Evidence of Best Execution, Review and Updates

On receipt of a reasonable request, we will provide you with evidence that your order has been executed in accordance with our Best Execution Policy. On receipt of such a request we will advise you of the estimated time to provide the necessary information. Evans and Partners will periodically review and monitor its Best Execution procedures, practices and connections to other execution venues. Where appropriate, we will review and make changes to our Best Execution Policy, and related policies. Whenever a material change to this Policy occurs we will notify you by posting the updated Policy on our website at www.evansandpartners.com.au.

5.4 Evans and Partners Private Wealth Services

Investment Reporting

Your Adviser will formally review your portfolio periodically in consultation with you as part of our ongoing commitment to providing you with advice specific to your own investment objectives, timeframe, tolerance for risk and other requirements.

Investment Strategy Briefings

Our clients will be given the opportunity to attend investment strategy briefings from time to time with our Head of Research and other analysts where appropriate.

Online Reporting

Evans and Partners clients have access to a selection of reports through the Evans and Partners website and dedicated smartphone and tablet apps.

5.5 Evans and Partners Portfolio Service

The Evans and Partners Portfolio Service gives you access to an administration and tax reporting service to complement the advice provided by your Adviser. This is an optional extra service that is available to you if you pay a fee based on a percentage of the value of assets under management. The annual tax report prepared as part of the Evans and Partners Portfolio Service provides a summary of income and distributions received from your portfolio as well as a summary of realised and unrealised capital gains. Our reports are designed to help you and your tax Adviser efficiently manage capital gains tax events.

The additional services available in the Evans and Partners Portfolio Service include:

End of Financial Year Tax Reporting

Your reports will also provide useful tax information including capital gains tax information, income reporting and portfolio performance reporting. Our reports are designed to help you and your tax Adviser efficiently manage year end tax compliance.

Enhanced Online Reporting

Our Portfolio Services clients will receive additional features on their online reporting platforms:

- enhanced portfolio valuation;
- access to capital gains tax information, including realised and unrealised reports;
- income transactions; and
- cash transactions for linked cash accounts.

Mailbox service

The Evans and Partners Portfolio Service is not a custodial service - all assets are retained in the name of the investing entity. However it does provide a mailbox service where all mail relevant to your portfolio will be collected on your behalf with retained copies of all correspondence relating to your Investments. Corporate actions will be actioned in accordance with your instructions and lodged with the relevant security registries. Banking instructions for dividends will be provided to security registries as will Tax File Numbers. This will result in a reduction in the time you spend on administering your portfolio, allowing you and your Adviser to focus instead on investment strategy and execution.

Further information on the Evans and Partners Portfolio Service can be found in Schedule 1 of the Evans and Partners Terms and Conditions.

5.6 Evans and Partners Managed Accounts

Evans and Partners Managed Accounts is a registered managed investment scheme ARSN 128 111 857 that enables investors to select and invest in model portfolios constructed by Evans and Partners. Responsible Entity Partners is the responsible entity of the scheme and issuer of interests in the scheme. Responsible Entity Partners has appointed Evans and Partners as a distributor.

If you invest in one or more model portfolios through the Evans and Partners Managed Accounts, you will have the benefit of an administration and reporting platform provided by Linear together with a beneficial interest in assets that are held on your behalf via a custodian and managed on a discretionary basis in accordance with the investment strategy of the relevant model portfolio(s) and in accordance with advice/instructions given to Responsible Entity Partners by Evans and Partners.

Offers to invest in Evans and Partners Managed Accounts are made in the current PDS for Evans and Partners Managed Accounts. The PDS can be obtained from Evans and Partners and should be considered before deciding whether to acquire or hold an interest in Evans and Partners Managed Accounts.

6. Who is Your Adviser?

Your Adviser is a representative of and acts on behalf of Evans and Partners.

Your Adviser has met the educational and continuous professional development requirements to be a Financial Adviser and will be listed on ASIC's public Financial Adviser Register.

7. When We Give Advice Will You Receive A Written Record?

When we give retail clients personal advice for the first time, a Statement of Advice may be issued to record the basis and rationale for our advice.

If we issue a Statement of Advice it should reflect our understanding of your personal circumstances, your investment goals and our views on specific investment products. The Statement of Advice will also include disclosure of potential conflicts of interest we may have in dispensing our advice.

Where you maintain your advisory relationship with Evans and Partners, a Statement of Advice is generally not provided for further advice situations provided that your personal circumstances and the basis for our advice are not significantly different from the relevant personal circumstances and basis for our advice prevailing at the time of our earlier advice. In this case, if we don't provide a Statement of Advice, you may still request a record of further advice, where we have not already given you one. To request a record of further advice, contact your Evans and Partners Adviser (see contact details above). You have 7 years to request a record of further advice.

In general we must provide you with the Statement of Advice the first time we provide you with personal advice about each type of financial product or when there has been a significant change in your personal financial circumstances.

If you want us to provide personal advice to you, it is imperative you provide us with all information regarding your financial situation, investment objectives and particular needs in response to our enquiries. Providing us this information will help us comply with our obligations to act in your best interests and to provide you with advice that is appropriate for you having regard to the scope of the personal advice you require.

We also encourage you to notify Evans and Partners of any relevant new information or material changes in your circumstances so we can assess the appropriateness (or otherwise) of your prevailing investment strategy.

You have the right not to divulge information to your Evans and Partners Adviser, however, this may affect the ability of your Evans and Partners Adviser to give you appropriate advice. If you receive advice based on incomplete or inaccurate information regarding your personal circumstances, you should consider the suitability of the advice before acting on it.

8. Product Disclosure Statements (Pds)

If we give you advice in relation to investing in certain financial products such as managed funds, exchange traded options or superannuation products and you are a retail client, we must provide you with a PDS. The PDS contains information about the particular product including the features benefits, fees and risks associated with the product to enable you to make an informed decision regarding the investment. In some instances a prospectus may be issued rather than a PDS.

9. Transaction Instructions

You may instruct us to transact on your behalf by telephone, email, letter, facsimile, subject to the terms of any agreement with you relating to the nature of your instructions.

Evans and Partners will provide execution services for transactions in financial products executed through ASX or Chi-X for our clients.

We have appointed Pershing to provide the following services to our clients:

- clearing services for transactions in securities and managed investment products executed through ASX or Chi-X for our clients;
- execution and clearing services for transactions in all derivatives (such as Exchange Traded Options) executed through ASX for our clients;
- settlement services for transactions executed by, or on behalf of, our clients;
- sponsorship services; and
- nominee and other custody services for our clients.

If you require the above services to be provided, you will also need to become a client of Pershing. Evans and Partners will arrange for the provision of the Pershing FSG and any other disclosures which contain further information about the services provided by Pershing to you and the terms and conditions on which those services are provided.

In arranging for Pershing to provide these services to you, Evans and Partners will act as your agent, not as the agent of Pershing (although it may act as agent of Pershing in some limited respects such as the execution on behalf of Pershing of any agreement between you and Pershing).

10. Fee Disclosure Statements and Renewal Notices

If we give you personal advice and you enter into an Ongoing Fee Arrangement with EaP and your Adviser with respect to services to be provided to you in circumstances where fees are payable to us on an ongoing basis for a period exceeding 12 months, if required by law we will give you:

- an annual fee disclosure statement that includes information required by law including an explanation of the services you are entitled to receive, the services that you have received and the fees paid under the Ongoing Fee Arrangement during the previous 12 month period; and
- a renewal notice that asks you if you wish to renew the Ongoing Fee Arrangement and includes other statements as required by law every two years or such other period that is permitted under an Opt-in Code by which Evans and Partners and its Advisers may be bound.

11. Trust Accounts

Where we are required to hold funds for you in our trust account we will retain any interest paid.

12. How We Handle Complaints

We encourage you to refer any complaints (including concerns about our complaints handling or any other matters that cause you dissatisfaction) to your Adviser in the first instance by any means that you usually use to contact your Adviser. Your Adviser will acknowledge your complaint promptly on receipt and seek to respond within 5 business days. If:

- you are dissatisfied with the response from your Adviser;
- the Adviser has not responded within 5 business days; or
- you do not wish to raise your complaint with your Adviser,
- then please write to:

COMPLIANCE OFFICER
EVANS AND PARTNERS PTY LTD

MAIL
PO Box 24394
Melbourne Victoria 3001

When the Compliance Officer receives a written complaint from you:

- we will initially respond with a written acknowledgement immediately or as soon as practicable after your complaint is received; and
- then, unless we resolve your complaint to your satisfaction within 5 business days, we will provide a final response in writing to all matters raised by the complaint within 45 days (although we generally aim to provide our response within 30 days).

If you are not satisfied with our response and wish to proceed further you may have the right to take your complaint to an independent complaints resolution body:

FINANCIAL OMBUDSMAN SERVICE

MAIL
GPO Box 3
Melbourne Vic 8007

Phone: 1800 367 287
Fax: +61 3 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

If your complaint relates to a service provided to you by Pershing, we ask that you seek to have your complaint dealt with in the manner set out in the Pershing FSG.

13. Compensation Arrangements/Professional Indemnity Insurance

Evans and Partners has in place Professional Indemnity Insurance which Evans and Partners considers is adequate to meet the requirements of Section 912B of the Corporations Act (relating to Retail Client compensation arrangements) having regard to:

- the volume and types of business carried on by it, the number and types of its clients, the number of its representatives; and
- any particular or potential claims that may arise pursuant to our participation in external dispute resolution schemes, including the FOS scheme.

The Professional Indemnity Insurance will cover claims in relation to the conduct of representatives/employees who no longer work for us but who were representatives/employees of Evans and Partners at the time of the relevant conduct.

14. In What Capacity Do We Act?

In providing the services described in this FSG, Evans and Partners and Pershing are acting as principal, except in the following circumstances:

- when Evans and Partners gives you personal advice, it acts for you in accordance with the duties it has to you;
- when Evans and Partners executes a transaction (or arranges for a transaction to be executed) for a client, it acts as agent for the client;
- when Pershing clears a transaction executed through ASX or Chi-X for a client, it acts as agent for the client, although it will owe the settlement obligations in respect of that transaction to ACH as principal; or
- when Responsible Entity Partners arranges a dealing on the client's behalf it acts as the agent of the client.

15. Relationships and Associations

Entities associated with Evans and Partners include, without limitation the following entities; Dixon Advisory & Superannuation Services Limited (ABN 54 103 071 665, AFSL 231 143), Dixon Advisory Super Pty Limited (ABN 55 139 490 118), Dixon Advisory Property Pty Limited (ABN 92 140 049 583, ACL 386 600), Walsh & Company Asset Management Pty Limited (ABN 89 159 902 708, AFSL 450257), Walsh & Company Investments Limited (ABN 78 152 367 649, AFSL 410433), Evans and Partners Investment Management Pty Limited (ABN 29 619 080 045), Dixon Advisory USA Inc, Dixon Projects LLC, Dixon Asset Management USA Inc, Dixon Realty Advisory LLC trading as Pure Properties, Walsh & Company Investment Services Pty Ltd (ABN 39 163 814 346), Fort Street Real Estate Capital Pty Ltd (ABN 19 164 101 731), Fort Street Real Estate Development Pty Ltd (ABN 43 607 611 307), Fort Street Real Estate Leasing Pty Ltd (ABN 47 607 611 325), Australian Fund Accounting Services Pty Ltd (ABN 90 164 701 946), URF Investment Management Pty Limited (ABN 21 600 188 805) and New Energy Solar Manager Pty Limited (ABN 57 609 166 645).

We may provide financial product advice and execution services in conjunction with external financial planners. These external financial planners may be paid part of the fees we charge for our services provided we have no reason to believe that the remuneration is conflicted remuneration. The amount they receive is negotiated with each respective financial planning organisation.

Fund managers or other financial organisations may pay us commission for referring investors to them. We will advise you of the fees we receive from these relationships if they are relevant to your situation.

We may also have relationships with corporate issuers of financial products. We will advise you of these relationships when providing financial product advice, if we are permitted by law to do so. This will allow you to assess whether you believe you are receiving appropriate advice which is impartial.

We do not act as an agent of Pershing other than in providing to you the Pershing FSG and other disclosures about the services provided by Pershing as described in this FSG. We do not act as a representative of Pershing.

We have agreements with Linear in relation to the provision by Linear of mailbox services and the badging and distribution of Evans and Partners Managed Accounts. We also have an agreement with Linear in relation to the investment management of model portfolios made available through Evans and Partners Managed Accounts.

16. Remuneration and Other Benefits

16.1 General

Our fees are set out in this part of the FSG. The fees quoted include GST (unless otherwise stated). We reserve the right to change these fees at any point in the future.

We recommend that you seek advice from a professional tax agent who can provide advice in relation to the tax deductibility of any fees that we charge.

If we provide you with a Statement of Advice in relation to personal advice, and our remuneration (including commission) and other benefits:

(a) are calculable at the time the personal advice is given, the remuneration (including commission) and other benefits we receive on specific financial products to which the personal advice relates; or

(b) are not calculable at that time, the manner in which that remuneration (including commission) and other benefits are to be calculated,

will be disclosed at the time the personal advice is given or as soon as practicable after that time.

Our services are provided to you on the terms and conditions that apply in relation to the provision of the relevant services.

16.2 How We Are Paid For Our Services

Generally, our remuneration takes the form of:

- brokerage which we charge investors when we buy or sell securities or other financial products for them;
- fees charged at a fixed rate for services provided;
- fees based on the value of an investor's funds under management; and/or
- initial and ongoing commission paid to us by product and service providers, for referring investors to them.

More detailed information about the services we provide and the fees we charge with respect to those services and how our Advisers are remunerated are set out below.

In relation to the information below, in the case of retail clients to whom Evans and Partners gives financial product advice, Evans and Partners will ensure that any such fees could not reasonably influence any financial product advice given or that they are only paid or received in circumstances where an exemption applies to the prohibition on the payment or receipt of conflicted remuneration. For example, exemptions apply in relation to certain brokerage and stamping fees and extend to amounts EaP passes on to your Adviser.

To the extent that we give you financial product advice and our fees are asset based fees they will not be charged on borrowed amounts used to acquire assets in relation to which the fee is calculated (unless it is not reasonably apparent to us that an amount has been borrowed).

16.3 How Our Advisers Are Paid

Our financial Advisers are paid a salary and a variable component based on revenue. The variable component is determined by the level of fees received by Evans and Partners. As a general rule, our financial Advisers can receive between 0% and 60% of the fees Evans and Partners receives.

For some products and services, you may be requested to provide your consent for EaP to pass through to your Adviser a portion of the fees you pay to EaP.

16.4 Evans and Partners Private Wealth Transactional Service

Our transactional service provides clients with financial product advice that considers the client's objectives, financial situation and needs. For transactional clients our standard brokerage rates for each purchase or sale of quoted financial products is a tiered percentage of the purchase or sale price, subject to minimum of $125 (excluding GST). Our transactional service is also subject to a $2000 (excluding GST) annual retainer, however it is negotiable at the family group level. The standard tiered percentage brokerage rates (excluding GST) per transaction are:

- 2.0% first $50,000
- 1.5% next $50,000
- 1.0% over $100,000.

Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

16.5 Evans and Partners Private Wealth Portfolio Service

The Evans and Partners portfolio service is charged on the basis of one or more of the following:

- an annual portfolio fee which is payable quarterly in arrears and calculated by references to the average daily value of your portfolio over the relevant quarter;
- a fixed annual fee to be paid in equal quarterly instalments; and possibly
- an exit fee if you elect to cease to be a Full Service Client within 12 months of becoming a Portfolio Service Client.
- EaP will negotiate with you the applicable fees and rates at the time you elect to become a Full Service client.

These fees are automatically deducted from the cash account that relates to your account. These fees are received by EaP and your Adviser will receive between 0% and 60% of this fee.

Some portfolio services clients may also pay transaction costs if that forms part of the agreement with your Adviser. The applicable rates will be detailed in Schedule 6 of the Evans and Partners' Terms and Conditions.

16.6 General Advice Service

Our General Advice service provides advice that has not considered any of your personal circumstances. For General Advice clients our standard brokerage rates for each purchase or sale of listed securities is a flat 2.0% (excluding GST), subject to minimum of $125 (excluding GST). Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

16.7 Off Market Share Transfer

A fee may be applicable for each off market share transfer (for quoted products). Such fees will be disclosed to you as appropriate.

16.8 Evans and Partners Managed Accounts

Investments in the Evans and Partners Managed Accounts are made in accordance with the current PDS for Evans and Partners Managed Accounts. The PDS can be obtained from Evans and Partners and sets out the various fees that EaP and your Adviser may receive.

17. Exchange Traded Options (ETOS)

The following fees and brokerage applies in respect of Traditional Service, Full Service and General Advice clients. ASX Clear charges a transaction fee of $0.13 plus GST per share option contract. If you exercise a share option, ASX Clear charges an exercise fee of $0.05 plus GST per contract. If you are assigned on an option position, ASX Clear charges a fee of $0.05 plus GST per contract.

In the case of index options, ASX Clear charges a registration fee of $0.45 plus GST per contract and an exercise fee of $0.35 plus GST per contract.

Our brokerage rate (exclusive of GST) for the purchase or sale of ETO contracts is up to 2% of the consideration of the transaction with a minimum amount of $150. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

18. Primary Market Issues Of Securities

When we lodge applications for investments in new issues of securities or other financial product which result in the securities or other products being issued, we may receive fees from the issuer. These fees will be disclosed in the offer document, prospectus or PDS issued by the issuer.

Your Adviser will receive between 0% and 60% of any fees received by EaP.

19. Managed Funds

If you invest in managed funds we may receive fees or commissions from particular issuers. These fees or commissions are different for each product and will be disclosed in the relevant PDS. They will also be disclosed to you if we have provided you with advice in relation to a particular managed fund.

20. Fixed Interest Products

Fixed Interest products include bank bills, debentures, term deposits, bonds and listed hybrid securities. We may transact in these products as agent or as principal.

We may receive fees or commissions from particular issuers, which are different for each product and will be disclosed in the relevant product disclosure statement or prospectus. They will also be disclosed to you if we have provided you with advice in relation to a particular fixed interest product. These fees are received by EaP and your Adviser may receive between 0% and 60% of the fees or commission received by EaP.

For listed hybrid securities we may receive brokerage on transactions in the secondary market. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

21. International Share Costs

Our brokerage rate for transactions in internationally listed securities is up to 2% of the value of the transaction, subject to minimum amount of up to $250 (GST is not applicable to brokerage on international share transactions). However, we may incur additional costs through third parties who provide custody, execution, clearing and settlement services to us in respect of your transactions which we may pass on to you. We will disclose the details of these charges to you in advance of transacting on your behalf. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

22. Foreign Exchange

With respect to international securities transactions, the foreign currency will be converted into Australian dollars or vice versa (or any other currency) to enable settlement. Such foreign exchange transactions may result in EaP receiving a currency spread of between 0.25% and 2.00% on the value of the conversion. Your Adviser will receive between 0% and 60% of the spread EaP receives.

23. Margin Lending

If you establish a margin loan, EaP will only receive a fee or commission if you provide the lender with clear consent to make a payment to EaP. If you provide that consent, your Adviser will receive between 0% and 60% of the commissions received by EaP.

24. Other Financial Products

There may be other products that we may receive fees or commission on from other parties. However, in these other instances, EaP will only receive a fee or commission if you provide the other party with clear consent to make a payment to EaP. In these instances, your Adviser does not receive any portion of any fees and commissions paid to EaP. These arrangements will vary from each product and will be disclosed in the relevant product disclosure statement. We will also disclose them to you if we provide you with advice.

25. For Further Information

If you would like to know more about the services we provide or become an Evans and Partners client, please contact us.

EVANS AND PARTNERS PTY LTD
Mayfair Building, 171 Collins Street
Melbourne Victoria 3000

MAIL
PO Box 24394
Melbourne Victoria 3001

P: +61 3 9631 9888
F: +61 3 8610 1608

EMAIL: info@eandp.com.au
WEB: www.eandp.com.au

26. Privacy

It is a condition of using our services that you consent to us disclosing your personal information to Financial Services Protection Limited (FSPL) for the purposes of client due diligence, and also for the purpose of sharing information about you with other members of FSPL and also to our related bodies corporate, Pershing, Responsible Entity Partners and Linear and their respective related bodies corporate and any agents or contractors engaged in connection with the provision of services to you.

We also collect personal information from you in order to comply with our legal obligations under the Anti-Money Laundering and Counter- Terrorism Financing Act 2006 and Chapter 7 of the Corporations Act 2001. If we provide you with personal advice, we also collect your personal information to ensure we are aware of your financial position and circumstances so we can provide you with financial advice that is appropriate to your needs and so that our services, and the services of Pershing, Responsible Entity Partners and Linear, can be provided to you.

Your personal information will ordinarily be collected before we can open an account for you, or make available to you, any of our products or services. It may also be collected at other times after you have become a client, such as when your financial circumstances and needs change (for example, if you retire) or if change address or update your contact details. Generally we will collect personal information from you directly, or in instances where you deal with us through an Intermediary, it may be a representative of the Intermediary that provides your personal information to us. If you do not supply the personal information that we require then we may be unable to provide you with certain products or services, or deal with you as a client altogether.

EaP predominantly uses your personal information in order for us to provide you with financial advice, as well as stockbroking and ancillary services. We may also disclose your personal information to:

- other entities to which we have outsourced certain functions to (such as Pershing, Responsible Entity Partners and Linear);
- to our suppliers, including contract and service providers, as well as professional advisers;
- to government bodies or law enforcement agencies in accordance with their requests or under our own obligations to provide certain information (for example, ASIC and AUSTRAC).
- to other parties involved in the reporting and administration of your holdings and investments, including stock exchanges, share registries, mailing service providers and product issuers;
- other organisations for the purpose of client due diligence (for example, Financial Services Protection Limited); and
- where you have otherwise consented or where disclosure is otherwise required or authorised by law.

Depending on which products and services of EaP that you require or use, your personal information may be disclosed to other organisations and entities that exist outside of Australia (including, but not limited to, the United States of America and the United Kingdom).

For further details of how we use and disclose your personal information and how you can access and update it, or to lodge a complaint about how we may have handled your personal information, please refer to our Privacy Policy which is available to download from our website at www.eandp.com.au or ask your adviser for a copy.

CVC Limited Ltd
ABN 34 002 700 361

CVC Limited

Broker Firm Offer Application Form

Broker Code

This is an Application Form for CVC Notes under the Broker Firm Offer on the terms set out in the replacement Prospectus dated 7 June 2018. You must apply for a minimum $5,000 (equivalent to 50 CVC Notes) and multiples of $1,000 (10 CVC Notes) thereafter. This Application for and cheque or bank draft must be received by your Syndicate Broker by the deadline set out in their offer to you.

If you are in doubt as to how to deal with this Application Form, please contact your accountant, lawyer, stockbroker or other professional adviser. The replacement Prospectus contains information relevant to a decision to invest in CVC Notes and you should read the entire replacement Prospectus carefully before applying for CVC Notes.

A. I/we apply for

B. I/we lodge full Application Money

A$.

Number of CVC Notes in Client Name at $100.00 per CVC Note or such lesser number of CVC Notes which may be allocated to me/us.

C. Individual/Joint applications – refer to naming standards overleaf for correct forms of registrable title(s)

Title or Company Name

Given Name(s)

Surname

Joint Applicant 2 or Account Designation

Joint Applicant 3 or Account Designation

D. Enter your postal address – Include State and Postcode

Unit

Street Number

Street Name or PO Box/Other Information

City/Suburb/Town

State

Postcode

E. Enter your postal address – Include State and Postcode

Contact Name

Telephone Number – Business Hours/After Hours

F. CHESS Participant
Holder Identification Number (HIN)

X

Please note that if you supply a CHESS HIN but the name and address details on your form do not correspond exactly with the registration details held at CHESS, your application will be deemed to be made without the CHESS HIN, and any securities issued as a result of the IPO will be held on the Issuer Sponsored subregister.

G. Payment details – Contact your Broker

Drawer

BSB Number

Account Number

By submitting this Application Form, I/we declare that this application is completed and lodged according to the replacement Prospectus and the declarations/statements on the reverse of this Application form and I/we declare that all details and statements made by me/us (including the declaration on the reverse of this Application Form) are complete and accurate.

See back of form for completion guidelines

How to Complete This Form

A. Shares Applied for
Enter the number of CVC Notes you wish to apply for. The application mustbe for a minimum of 50 CVC Notes ($5,000) and multiples of 10 ($1,000) thereafter.

B. Application Monies
Enter the amount of Application Monies. To calculate the amount, multiply the number of CVC Notes by $100.

C. Applicant Name(s)
Enter the full name you wish to appear on the statement of holding. This must be either your own name or the name of a company. Up to 3 joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applications using the wrong form of names may be rejected. Clearing House Electronic Subregister System (CHESS) participants should complete their name identically to that presently registered in the CHESS system.

D. Postal Address
Enter your postal address for all correspondence. All communications to you from the Registry will be mailed to the person(s) and address as shown. For joint Applicants, only one address can be entered.

E. Contact Details
Enter your contact details. These are not compulsory but will assist us if we need to contact you.

F. CHESS
CVC will apply to the ASX to participate in CHESS, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of Australian Securities Exchange Limited. In CHESS, the company will operate an electronic CHESS Subregister of security holdings and an electronic Issuer Sponsored Subregister of security holdings. Together the two Subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of CVC Notes allotted. If you are a CHESS participant (or are sponsored by a CHESS participant) and you wish to hold CVC Notes allotted to you under this Application on the CHESS Subregister, enter your CHESS HIN. Otherwise, leave this section blank and on allotment, you will be sponsored by the Company and allocated a Securityholder Reference Number (SRN).

G. Payment
Make your cheque or bank draft payable to your Syndicate Broker in Australian currency and cross it Not Negotiable. Your cheque or bank draft must be drawn on an Australian Bank. Complete the cheque details in the boxes provided. The total amount must agree with the amount shown in box B. Please note that funds are unable to be directly debited from your bank account. Cheques will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the Application Form where indicated. Cash will not be accepted. Receipt for payment will not be forwarded.

Before completing the Application Form the applicant(s) should read this Prospectus to which this application relates. By lodging the Application Form, the applicant agrees that this application for CVC Notes is upon and subject to the terms of the Prospectus, agrees to take any number of CVC Notes that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Application

Application Forms must be received by your Syndicate Broker by no later than 5pm 18 June.

Your Syndicate Broker, the Company or the Registrar does not accept any responsibility if you lodge the Application Form at any other address or by any other means. If you have any enquiries concerning your application, please contact your Syndicate Broker.

Correct Forms of Registrable Title(s)

Note that ONLY legal entities are allowed to hold CVC Notes. Applications must be made in the name(s) of natural persons, companies or other legal entities in accordance with the Corporations Act. At least one full given name and the surname is required for each natural person. The name of the beneficial owner or any other registrable name may be included by way of an account designation if completed exactly as described in the examples of correct forms of registrable title(s) below.

Type of Investor	Correct Form of Registration	Incorrect Form of Registration
Individual - Use given name(s) in full, not initials	Mr John Alfred Smith	J.A Smith
Joint - Use given name(s) in full, not initials	Mr John Alfred Smith & Mrs Janet Marie Smith	John Alfred & Janet Marie Smith
Company - Use company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s) - Do not use the name of the trust	Ms Penny Smith <Penny Smith Family A/C>	Penny Smith Family Trust
Deceased Estates - Use executor(s) personal name(s) - Do not use the name of the deceased	Mr Michael Smith <Est John Smith A/C>	Estate of Late John Smith
Minor (a person under the age of 18) - Use the name of a responsible adult with an appropriate designation	Mr John Alfred Smith <Peter Smith A/C>	Peter Smith
Partnerships - Use partners personal name(s) - Do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith & Son A/C>	John Smith & Son
Clubs/Unincorporated Bodies/Business Names - Use office bearer(s) personal name(s) - Do not use the name of the club etc	Mrs Janet Smith <ABC Tennis Association A/C>	ABC Tennis Association
Superannuation Funds - Use the name of trustee of the fund - Do not use the name of the fund	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund

Corporate Directory

Issuer

CVC Limited

Level 37, Gateway
1 Macquarie Place
Sydney NSW 2000

Lead Manager

Evans Dixon Corporate,
a division of Evans and
Partners Pty Ltd

ABN 85 125 338 785
ACN 609 913 457

Mayfair Building
Level 7, 171 Collins Street
Melbourne VIC 3000

Authorised Intermediary

Evans and Partners Pty Limited

ABN 85 125 338 785
AFSL 318 075

Mayfair Building
Level 7, 171 Collins Street
Melbourne VIC 3000

Legal Advisers

HWL Ebsworth Lawyers

Level 19, 480 Queen Street
Brisbane QLD 4000

Trustee

AET Corporate Trust Pty Limited

ABN 12 106 424 088

Level 3, 30 Hickson Road
Millers Point NSW 2000

Auditors

HLB Mann Judd

Level 19, 207 Kent Street
Sydney NSW 2000

Tax Adviser

BDO Sydney

Level 11, 1 Margaret Street
Sydney NSW 2000