Rule 2.7, 3.10.3, 3.10.4, 3.10.5

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 1/7/96. Origin: Appendix 5. Amended 1/7/98, 1/9/99, 1/7/2000, 30/9/2001, 11/3/2002, 1/1/2003, 24/10/2005.

Name of entity

Tabcorp Holdings Limited

ABN

66 063 780 709

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

1	+Class of +securities issued or to be issued	Unsecured, subordinated, cumulative notes to be known as "Tabcorp Subordinated Notes".
2	Number of +securities issued or to be issued (if known) or maximum number which may be issued	Approximately 2,000,000 with the ability to issue more or less.
3	Principal terms of the +securities (eg, if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion)	See Attachment to Appendix 3B under heading "Appendix A – Terms of Issue".

+ See chapter 19 for defined terms.

4	Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities? If the additional securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	Not applicable. Not applicable.
5	Issue price or consideration	$100 per Tabcorp Subordinated Note.
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	Proceeds from Tabcorp Subordinated Notes will be used for general corporate purposes (including the repayment of existing financial indebtedness).
7	Dates of entering +securities into uncertificated holdings or despatch of certificates	Issue is scheduled for 22 March 2012.

		Number	+Class
8	Number and +class of all +securities quoted on ASX (*including* the securities in clause 2 if applicable)	712,805,880	Ordinary Shares
		2,844,712	Tabcorp Bonds
		2,000,000 but may be more or less	Tabcorp Subordinated Notes

+ See chapter 19 for defined terms.

		Number	+Class
9	Number and +class of all +securities not quoted on ASX (*including* the securities in clause 2 if applicable)	1,894,045	Performance Rights issued pursuant to Tabcorp's Long Term Performance Plan.

10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	Not applicable.

Part 2 - Bonus issue or pro rata issue

11	Is security holder approval required?	Not applicable.
12	Is the issue renounceable or non-renounceable?	Not applicable.
13	Ratio in which the +securities will be offered	Not applicable.
14	+Class of +securities to which the offer relates	Not applicable.
15	+Record date to determine entitlements	Not applicable.
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	Not applicable.
17	Policy for deciding entitlements in relation to fractions	Not applicable.
18	Names of countries in which the entity has +security holders who will not be sent new issue documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.	Not applicable.
19	Closing date for receipt of acceptances or renunciations	Not applicable.

+ See chapter 19 for defined terms.

20	Names of any underwriters	Not applicable.
21	Amount of any underwriting fee or commission	Not applicable.
22	Names of any brokers to the issue	Not applicable.
23	Fee or commission payable to the broker to the issue	Not applicable.
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of +security holders	Not applicable.
25	If the issue is contingent on +security holders' approval, the date of the meeting	Not applicable.
26	Date entitlement and acceptance form and prospectus or Product Disclosure Statement will be sent to persons entitled	Not applicable.
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	Not applicable.
28	Date rights trading will begin (if applicable)	Not applicable.
29	Date rights trading will end (if applicable)	Not applicable.
30	How do +security holders sell their entitlements *in full* through a broker?	Not applicable.
31	How do +security holders sell *part* of their entitlements through a broker and accept for the balance?	Not applicable.

+ See chapter 19 for defined terms.

32	How do +security holders dispose of their entitlements (except by sale through a broker)?	Not applicable.
33	+Despatch date	Not applicable.

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of securities
(*tick one*)

(a) ☒ Securities described in Part 1

(b) ☐ All other securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

35 ☐ If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders

36 ☐ If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over

37 ☒ A copy of any trust deed for the additional +securities

+ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

38	Number of securities for which +quotation is sought	Not applicable.
39	Class of +securities for which quotation is sought	Not applicable.
40	Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities? If the additional securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	Not applicable.
41	Reason for request for quotation now Example: In the case of restricted securities, end of restriction period (if issued upon conversion of another security, clearly identify that other security)	Not applicable.

42 Number and +class of all +securities quoted on ASX (*including* the securities in clause 38)

Number	+Class
Not applicable.	Not applicable.

Quotation agreement

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

  Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document not available now, will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here: .... (Company secretary) Date: 14 February 2012

Print name: Kerry Willcock

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Appendix A – Terms of Issue

1. Form of Notes

1.1 Constitution under Trust Deed

Notes are unsecured and subordinated debt obligations of Tabcorp constituted by, and owing under, the Trust Deed.

1.2 Form

Notes are issued in registered form by entry in the Register.

1.3 Face Value

Notes are issued fully paid with a Face Value of $100.00

1.4 Issue

Tabcorp may issue Notes at any time to any person at an issue price of $100.00 for each Note. The issue price must be paid in full on application.

1.5 Currency

Notes are denominated in Australian dollars.

1.6 Clearing System

The rights of a person holding an interest in the Notes are subject to the rules and regulations of the Clearing System.

1.7 No certificates

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

1.8 ASX quotation

Tabcorp must use all reasonable endeavours and furnish any documents, information and undertakings as may be reasonably necessary in order to ensure that the Notes are, and until Redeemed remain, quoted on ASX.

1.9 No other rights

Notes confer no rights on a Holder:

(a) to vote at any meeting of shareholders of Tabcorp;

(b) to subscribe for new securities or to participate in any bonus issues of securities of Tabcorp; or

(c) to otherwise participate in the profits or property of Tabcorp, except as set out in these Terms or the Trust Deed.

2. Interest

2.1 Interest

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

(b) Interest accrues daily and is payable in arrears on each Interest Payment Date subject to these Terms.

2.2 Interest Rate

(a) The Interest Rate payable in respect of a Note must be determined by Tabcorp in accordance with these Terms.

(b) The Interest Rate applicable to a Note for each Interest Period (expressed as a percentage per annum) is calculated according to the following formula:

Interest Rate = Bank Bill Rate + Margin

where:

Bank Bill Rate (expressed as a percentage per annum) means, for the relevant Interest Period, the average mid rate for Bills having a tenor of 3 months as displayed at approximately 10:10 am on the "BBSW" page of the Reuters Monitor System on the first Business Day of the Interest Period. However, if the average mid rate is not displayed by 10:30 am on that day, or if it is displayed but Tabcorp determines that there is an obvious error in that rate, ***Bank Bill Rate*** means the rate determined by Tabcorp in good faith at approximately 10:30 am on that day having regard, to the extent possible, to the rates otherwise bid and offered for bank accepted Bills of that tenor at or around that time (including any displayed on the "BBSY" or "BBSW" page of the Reuters Monitor System).

Margin (expressed as a percentage per annum) means in respect of the Interest Period:

(i) for each Interest Period commencing on a date before the First Call Date, the Initial Margin; and

(ii) for each Interest Period commencing on or after the First Call Date, the Step-up Margin.

2.3 Calculation of Interest Rate and interest payable

(a) Tabcorp must, as soon as practicable after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the 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, the Issue Date to, but excluding, the 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 or Redemption Date.

(c) The Interest Rate determined by Tabcorp must be expressed as a percentage rate per annum.

2.4 Determination final

The determination by Tabcorp of all amounts, rates and dates required to be determined by it under these Terms is, in the absence of manifest error, final and binding on the Trustee, the Registry and each Holder.

2.5 Calculations

For the purposes of any calculations required under these Terms:

(a) all percentages resulting from the calculation must be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);

(b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and

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

Appendix A – Terms of Issue

2.6 Deferral of Interest Payments

(a) If on the day which is the eighth Business Day prior to any Interest Payment Date:

(i) a Deferral Event subsists; and

(ii) Tabcorp has solicited and the Rating Agency has assigned a credit rating to Tabcorp's long-term senior unsecured debt,

the Interest Payment falling due for payment on that Interest Payment Date will not be payable or (while the Deferral Event subsists) be paid until the relevant Payment Reference Date and that Interest Payment will constitute a ***Deferred Interest Payment***.

(b) Interest will accrue on a daily basis on each Deferred Interest Payment:

(i) at the same Interest Rate as applies to the Notes from time to time in accordance with clause 2.3 of these Terms; and

(ii) from (and including) the date on which (but for such deferral) the Deferred Interest Payment would otherwise have been due to (but excluding) the date the Deferred Interest Payment is paid,

and such additional interest will, solely for the purpose of calculating the additional interest, be added to such Deferred Interest Payment (and thereafter itself bear interest accordingly) on each Interest Payment Date. Each Deferred Interest Payment and interest that has accrued on it will be payable in accordance with clause 2.7 of these Terms.

(c) Tabcorp will notify the Holders and the Trustee of the existence of the Deferral Event not less than five Business Days prior to the relevant Interest Payment Date. Deferral of Interest Payments pursuant to this clause 2.6 will not constitute an Event of Default or default of Tabcorp or a breach of its obligations under these Terms or the Trust Deed or for any other purpose.

2.7 Payment of Deferred Interest Payments

(a) A Deferred Interest Payment will become due for payment, and Tabcorp must pay that Deferred Interest Payment, on the relevant Payment Reference Date.

(b) In addition to paragraph (a), Tabcorp may pay the Deferred Interest Payment at any time if the Deferral Event is no longer subsisting.

3. Redemption and purchase

3.1 Redemption on Maturity Date

Each Note must be Redeemed by Tabcorp on the Maturity Date at its Redemption Amount unless:

(a) the Note has been previously Redeemed; or

(b) the Note has been purchased by or on behalf of Tabcorp and cancelled.

3.2 Early redemption at the option of Tabcorp

Tabcorp may redeem all the Notes on the First Call Date or on any Interest Payment Date after that date at their Redemption Amount, by giving at least 30 but no more than 60 calendar days' irrevocable notice of redemption to the Holders and the Trustee.

3.3 Early redemption by Tabcorp due to the occurrence of certain events

(a) If a Change of Control Event, a Tax Event, a Capital Event or a Clean-up Event occurs, Tabcorp may redeem all the Notes before the Maturity Date at their Redemption Amount.

(b) Tabcorp may only redeem the Notes under paragraph (a) if Tabcorp has given at least 10 Business Days' (and no more than 45 Business Days') notice of redemption to the Holders and the Trustee. The notice must set out reasonable details of the relevant event and the proposed Redemption Date.

(c) If the Notes are to be redeemed under paragraph (a) because of a Tax Event:

(i) before Tabcorp gives the notice of redemption under sub-paragraph (b), Tabcorp must have obtained and delivered to the Trustee an opinion of an independent legal or tax adviser of recognised standing that the event or circumstance set out in paragraph (a)(i) or (a)(ii) of the definition of Tax Event in clause 12.3 of these Terms has occurred or is more likely than not to have occurred; and

(ii) the notice of redemption may not be given earlier than:

(A) 90 days before the earliest day on which payment of interest on a Note is (or would more likely than not be) not allowed as a deduction as set out in paragraph (a)(i) of the definition of Tax Event in clause 12.3 of these Terms; or

(B) 45 days before the earliest day on which Tabcorp would for the first time be (or would more likely than not be) obliged to pay an Additional Amount as set out in paragraph (a)(ii) of the definition of Tax Event in clause 12.3 of these Terms.

3.4 Early redemption by Holders following a Change of Control Event

(a) If a Change of Control Event has occurred and remains current, Tabcorp will no later than 60 calendar days after the Change of Control Event arising notify the Holders and the Trustee accordingly (a ***Change of Control Notice***). The Change of Control Notice will contain a statement confirming whether or not Tabcorp intends to exercise its right to redeem all Notes and, if Tabcorp does not intend to exercise its right to redeem all Notes, of the Holder's entitlement to exercise their rights under clause 3.4(b) of these Terms. The Change of Control Notice will also specify, if relevant:

(i) the material facts comprising the Change of Control Event;

(ii) the Put Date; and

(iii) that a Put Notice, once validly given, is irrevocable.

(b) If the Change of Control Notice specifies that Tabcorp does not intend to exercise its right to redeem all Notes, or Tabcorp does not give a Change of Control Notice as required by clause 3.4(a) of these Terms, a Holder may require Tabcorp to redeem or, at Tabcorp's option, purchase (or procure the purchase of), all Notes held by the Holder on the Put Date at their aggregate Redemption Amount, by giving at least 30 but no more than 60 calendar days' notice prior to the Put Date (a ***Put Notice***).

(c) The Put Notice must include:

(i) the name and address of the Holder; and

(ii) confirmation that the Holder authorises the production of the Put Notice in any applicable administrative proceedings.

(d) If, after a Holder exercises its rights under clause 3.4(b) of these Terms, Tabcorp chooses to exercise its right to redeem Notes pursuant to clause 3.3 of these Terms, all Notes will be redeemed in accordance with clause 3.3 of these Terms and not in accordance with clause 3.4(b) of these Terms. In such circumstances, all Put Notices will be disregarded.

3.5 Effect of notice of redemption

Any notice of redemption given under this clause 3 is irrevocable.

3.6 Purchase and cancellation

(a) Tabcorp and any of its Related Bodies Corporate may at any time on or after the First Call Date purchase Notes in the open market or otherwise (including by tender offer) and at any price.

(b) Notes purchased under this clause 3.6 may be held, resold or cancelled at the discretion of the purchaser (or, if the Notes are to be cancelled, Tabcorp), subject to compliance with any applicable law or requirement of ASX (or any stock exchange or other relevant authority on which the Notes are quoted).

(c) All Notes which are purchased by or on behalf of Tabcorp and which Tabcorp elects to cancel, and all Notes which are redeemed, will promptly be cancelled and accordingly may not be held, reissued or resold.

Appendix A – Terms of Issue

3.7 Interest on unpaid Redemption Amount

When any Note becomes due for redemption and the Redemption Amount is not paid on the Redemption Date or the Maturity Date, then from the Redemption Date or Maturity Date (as applicable) until the actual payment of the Redemption Amount, interest on the Redemption Amount will accrue on a daily basis at the Interest Rate determined from time to time in accordance with clause 2.2 of these Terms and such interest will be payable when the relevant Note is finally redeemed.

4. Ranking and subordination

4.1 Ranking

The Notes are direct, unsecured and subordinated debt obligations of Tabcorp and rank equally without preference or priority among themselves. The ranking of Notes is not affected by the date of registration of any Holder in the Register. The rights and claims of the Holders are subordinated as described in clause 4.2 of these Terms.

4.2 Subordination

The Holder Claims, including any claim in respect of Deferred Interest Payments, will, in an Event of Insolvency of Tabcorp, rank in such Event of Insolvency:

(a) junior to the rights and claims of the holders of all Senior Obligations;

(b) equally with each other and with the rights and claims of the holders of any Equal Ranking Obligations; and

(c) senior to the rights and claims of holders of any Junior Ranking Obligations and any Shares,

and for the purposes of giving effect to this ranking, in any Event of Insolvency of Tabcorp the Holder Claims:

(d) are subordinated and postponed and subject in right of payment to payment in full of the rights and claims of the holders of Senior Obligations; and

(e) may only be proved as a debt which is subject to prior payment in full of the rights and claims of the holders of Senior Obligations.

4.3 Holder acknowledgments

Each Holder acknowledges and agrees that:

(a) the claims of holders of Senior Obligations to which it is subordinated include the entitlement of each holder of Senior Obligations to interest under section 563B of the Corporations Act and it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act;

(b) the debt subordination effected by this clause 4 is not affected by any act or omission of Tabcorp or any holder of a Senior Obligation which might otherwise affect it at law or in equity;

(c) to the maximum extent permitted by applicable law, it may not exercise or claim (nor will the Trustee exercise or claim on its behalf) any right of set off or counterclaim in respect of any amount owed by it to Tabcorp against any amount owed to it by Tabcorp in respect of Notes and it shall waive and be deemed to have waived such rights of set off or counterclaim; and

(d) it may not exercise any voting rights as a creditor in any administration which follows an Event of Insolvency until after all holders of Senior Obligations have been paid in full or otherwise in a manner inconsistent with the subordination contemplated in this clause 4.

5. Events of Default

5.1 Events of Default

Each of the following is an Event of Default:

(a) Tabcorp does not pay any Redemption Amount, Interest Payment or Deferred Interest Payment which is due and payable in respect of the Notes in full within 30 days after it has become due and payable; or

(b) an order is made (other than an order successfully appealed or permanently stayed within 60 days) by a State or Federal Court in the Commonwealth of Australia or a resolution is passed by the shareholders of Tabcorp for the winding up of Tabcorp (other than for the purpose of a Solvent Reorganisation of Tabcorp),

except that each of the following do not constitute an Event of Default:

(c) the non-payment by Tabcorp of any amount due and payable in respect of any Notes:

  (i) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment; or

  (ii) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given by an independent law firm acceptable to the Trustee as to such validity or applicability; and

(d) for the avoidance of doubt, the deferral of any Interest Payment under clause 2.6 of these Terms.

5.2 Consequences of an Event of Default

If an Event of Default occurs and while it is subsisting, the Trustee may, and must if so directed by a Special Resolution of the Holders or so requested in writing by the Holders of at least 25% of the total Face Value of Notes then outstanding:

(a) give notice to Tabcorp that the Redemption Amount applicable to each Note is due and payable (and that amount will immediately become due and payable when the notice is served or on such other date specified in the notice); and

(b) institute proceedings for the winding up of Tabcorp or prove in the winding up of Tabcorp or claim in the liquidation of Tabcorp, for the amount payable under these Terms.

5.3 Enforcement by the Trustee

(a) The Trustee may at any time, at its discretion and without further notice, institute such proceedings against Tabcorp as it may think fit to enforce any term or condition binding on Tabcorp under the Trust Deed or these Terms, except that (without prejudice to clause 5.2) the Trustee must not institute any proceedings or take any steps to enforce any payment obligation of Tabcorp under or arising from the Trust Deed or the Notes, including, without limitation, payment of any principal or interest in respect of the Notes, any Redemption Amount, Interest Payment or Additional Amount, and including damages awarded for the breach of any obligation, and in no event shall Tabcorp, by virtue of the institution of any such proceedings or steps, be obliged to pay any sum or sums in cash or otherwise, sooner than the same would otherwise have been payable by it under these Terms.

(b) Notwithstanding paragraph (a), if:

  (i) an Event of Default described in paragraph (a) of clause 5.1 has occurred and is subsisting; and

  (ii) the Trustee has instituted and completed proceedings for the winding up of Tabcorp in accordance with clause 5.2, and in those proceedings a court of competent jurisdiction has declined to wind up Tabcorp because Tabcorp is at that time solvent,

  the Trustee may, and must if so directed by a Special Resolution of the Holders or so requested in writing by the Holders of at least 25% of the total Face Value of Notes then outstanding, institute any proceeding or take any step to enforce Tabcorp's obligation to pay any amounts which are then due any payable by it in respect of the Notes.

5.4 Trustee not bound to enforce

The Trustee shall not in any event be bound to take any action referred to in clause 5.2 of these Terms unless:

(a) it shall have been so requested by, in aggregate, Holders holding between them at least 25% of the total Face Value of the Notes then outstanding or it shall have been so directed by a Special Resolution of the Holders; and

(b) it shall have been indemnified as contemplated by clause 2.3 of the Trust Deed.

5.5 No other remedies against Tabcorp

Except as permitted by this clause 5, no remedy against Tabcorp shall be available to the Trustee or the Holders in respect of any breach by Tabcorp of any of its obligations under the Trust Deed or these Terms, other than payment of the costs, charges, liabilities, expenses or remuneration of the Trustee.

5.6 Holders' right to enforce

No Holder shall be entitled to proceed directly against Tabcorp to enforce any right or remedy under or in respect of any Note unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure is continuing, in which case any such Holder may itself institute proceedings against Tabcorp for the relevant remedy to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so.

6. Title and transfer of Notes

The provisions relating to title and transfer of the Notes are set out in clause 17 of the Trust Deed.

7. Payments

The provisions relating to payment in connection with the Notes are set out in clause 18 of the Trust Deed.

8. Taxation

8.1 No deductions

All payments in respect of the Notes must be made in full without any withholding or deduction in respect of Taxes, unless prohibited by law.

8.2 Withholding tax gross-up

Subject to clause 8.3 of these Terms, if a law requires Tabcorp to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes such that the Holder would not receive on the due date the full amount provided for under the Notes, then:

(a) Tabcorp is authorised to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and

(b) if the amount deducted or withheld is in respect of Taxes imposed by a Relevant Tax Jurisdiction, Tabcorp agrees to pay such additional amount (the ***Additional Amount***) as may be necessary in order that the net amount received by the Holder after the withholding or deduction (and any further withholding or deduction applicable to such Additional Amount) will equal the respective amount which would otherwise have been receivable in respect of the Notes in the absence of the withholding or deduction.

8.3 Exceptions to gross-up

No Additional Amounts are payable under clause 8.2(b) of these Terms in respect of any Note:

(a) to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Note by reason of the person having some connection with a Relevant Tax Jurisdiction other than the mere holding of such Note;

(b) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) the deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any tax authority;

(c) to, or to a third party on behalf of, a Holder who is an Offshore Associate and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act; or

(d) to, or to a third party on behalf of, an Australian resident Holder or a non-resident Holder carrying on business in Australia at or through a permanent establishment of the non-resident in Australia, if the Holder has not supplied an appropriate tax file number, an Australian business number or other exemption details.

9. Further issues

Subject to applicable law, there are no restrictions under these Terms or the Trust Deed on Tabcorp incurring any debt obligations, whether subordinated or not or ranking in priority ahead of, equal with or behind Notes (including any Notes that rank equally with Notes and are consolidated and form a single series with Notes) or upon such terms as to ranking, dividends or interest, conversion, redemption and otherwise as Tabcorp may determine at the time of issue.

10. Issuer substitution

The Trustee may, without the consent or approval of the Holders, agree with Tabcorp to the substitution in place of Tabcorp of any of its Subsidiaries (or of any previous substitute under this clause) as the issuer of the Notes under these Terms and the Trust Deed, subject to:

(a) Tabcorp being satisfied that the interests of the Holders will not be materially prejudiced by the substitution; and

(b) compliance with certain other applicable conditions set out in the Trust Deed.

11. General provisions and governing law

11.1 Time limit for claims

A claim against Tabcorp for a payment under a Note is void unless made within ten years after the date on which payment first became due.

11.2 Amendments without consent

At any time, but subject to compliance with the Corporations Act and all other applicable laws, Tabcorp may without the consent of the Holders or the Trustee, amend these Terms if Tabcorp is of the opinion that such alteration is:

(a) of a formal or technical or minor nature;

(b) made to cure any ambiguity or correct any manifest error;

(c) necessary or expedient for the purpose of enabling the Notes to be:

(i) listed for quotation, or to retain quotation, on any stock exchange; or

(ii) offered for subscription or for sale under the laws for the time being in force in any place,

and not materially prejudicial to the interests of Holders as a whole;

(d) necessary to comply with:

(i) the provisions of any statute or the requirements of any statutory authority; or

(ii) the ASX Listing Rules or the listing or quotation requirements of any stock exchange on which Tabcorp may propose to seek a listing or quotation of the Notes,

and not materially prejudicial to the interests of Holders as a whole; or

(e) not, and is not likely to become, taken as a whole and in conjunction with all other amendments to be made contemporaneously with that amendment, materially prejudicial to the interest of Holders as a whole,

provided that:

(f) Notes following such amendment will have a level of equity credit ascribed to them by the Rating Agency which is equal to or higher than that which was ascribed to Notes immediately prior to such amendment; and

Appendix A – Terms of Issue

(g) such amendment would not give rise to a Tax Event.

11.3 Amendments with consent

At any time, but subject to compliance with the Corporations Act and all other applicable laws, Tabcorp may with the approval of the Trustee amend these Terms:

(a) except as otherwise provided in paragraphs (b), (c) and (d) below, if such alteration is authorised by a Holder Resolution;

(b) in the case of an alteration to this clause 11.3 or any clause of the Trust Deed providing for Holders to give a direction to the Trustee by a Special Resolution, if a Special Resolution is passed in favour of such alteration;

(c) in the case of alteration to the Meeting Provisions and to which clause 11.2 of these Terms does not apply, if a Special Resolution is passed in favour of such alteration; and

(d) otherwise in accordance with the Trust Deed.

11.4 Amendments binding

Any amendment to these Terms in accordance with this clause 11 is binding on all Holders.

11.5 No consent of holders of Senior Obligations

Nothing in these Terms requires the consent of the holder of any Senior Obligation or Equal Ranking Obligation to the amendment of any Terms made in accordance with this clause 11.

11.6 Governing law

The Notes are governed by the law in force in Victoria.

11.7 Jurisdiction

Tabcorp, the Trustee and the Holders irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Tabcorp, the Trustee and each Holder waives any right it has to object to an action being brought in those courts, to claim that such action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

12. Definitions and interpretation

12.1 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a) The singular includes the plural and the converse.

(b) A gender includes all genders.

(c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

(e) A reference to a clause, annexure or schedule is a reference to a clause of, or annexure or schedule to, these Terms.

(f) A reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns and substitutes.

(g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(h) A reference to ***writing*** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

(i) A reference to ***conduct*** includes an omission, statement or undertaking, whether or not in writing.

(j) The meaning of terms is not limited by specific examples introduced by ***including***, or ***for example***, or similar expressions.

(k) An Event of Default ***subsists*** until it has been remedied or waived in writing by the Trustee.

(l) All references to time are to Melbourne time.

(m) Nothing in these Terms are to be interpreted against a party on the ground that the party put it forward.

(n) A reference to ***Australian dollars, dollar, $*** or ***cent*** is a reference to the lawful currency of Australia. If a payment is required to be made under these Terms, unless the contrary intention is expressed, the payment will be made in Australian dollars.

(o) Any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally.

(p) If an event under these Terms must occur on a stipulated day which is not a Business Day, then the event will be done on the next Business Day.

12.2 Document or agreement

A reference to:

(a) an ***agreement*** includes an Encumbrance, Guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and

(b) a ***document*** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

A reference to a specific agreement or document includes it as amended, novated, supplemented or replaced from time to time, except to the extent prohibited by these Terms.

12.3 Definitions

The following definitions apply unless the context requires otherwise.

Additional Amount means an additional amount payable by Tabcorp under clause 8.2 of these Terms.

ASX means ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

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

ASX Settlement Operating Rules means the settlement rules made by ASX Settlement.

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

Bill has the meaning it has in the *Bills of Exchange Act 1909* (Cth) and a reference to the acceptance of a Bill is to be interpreted in accordance with that Act.

Bookbuild means the process conducted by, or on behalf of, Tabcorp prior to the opening of the offer for the Notes whereby certain institutional investors and brokers who wish to obtain a firm allocation of the Notes (whether for themselves or their clients) lodge bids for the Notes.

Business Day has the meaning given to that term in the ASX Listing Rules.

Capital Event means Tabcorp has been notified by the Rating Agency, or has become aware following a publication by the Rating Agency, of a change in its assessment criteria such that the Notes will no longer be eligible for the same or higher category of "equity credit" (or any similar nomenclature that is being used by the Rating Agency at the relevant time) as was initially attributed to the Notes by S&P at the time of issue of the Notes.

Change of Control Event means a person and its associates have a relevant interest (other than a relevant

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interest pursuant to a conditional arrangement or agreement or understanding) in more than 50% of the voting shares of Tabcorp having had a relevant interest in less than 50% of the voting shares of Tabcorp. ***Relevant interest, voting shares*** and ***associate*** have the same meaning as in chapter 6 of the Corporations Act. However, a Change of Control Event will not have occurred if the event which would otherwise constitute a Change of Control Event occurs as part of a Solvent Reorganisation of Tabcorp.

Change of Control Notice means a notice by Tabcorp to the Holders and the Trustee if a Change of Control Event has occurred and remains current, in accordance with clause 3.4 of these Terms.

Clean-up Event means Tabcorp or any of its Related Bodies Corporate has, individually or in aggregate, purchased (and cancelled) or Redeemed Notes equal to or in excess of 80% of the aggregate Face Value of Notes issued on the Issue Date.

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

Corporations Act means the *Corporations Act 2001* (Cth).

Deferral Event means an event which commences on and from a Testing Date (the ***Commencing Testing Date***) where:

(a) the Interest Cover Ratio in relation to the Commencing Testing Date is less than the Minimum Level; or

(b) the Leverage Ratio in relation to the Commencing Testing Date and the most recent Testing Date before that date is above the Maximum Level,

and will continue until the next Testing Date (the ***Ending Testing Date***) in relation to which:

(c) the Interest Cover Ratio is at or above the Minimum Level; and

(d) subject to the following, the Leverage Ratio on that date and the most recent Testing Date before it is at or below the Maximum Level,

at which time it will cease.

The requirement to satisfy the condition in paragraph (d) will only apply if:

(e) at Commencing Testing Date and the most recent Testing Date before that date the Leverage Ratio was above the Maximum Level; or

(f) during the period from (and including) the Commencing Testing Date to (and including) the Ending Testing Date the Leverage Ratio:

  (i) was above the Maximum Level on two or more consecutive Testing Dates; and

  (ii) was not at or below the Maximum Level on two or more subsequent consecutive Testing Dates.

Deferred Interest Payment has the meaning given in clause 2.6(a) of these Terms and will, where relevant, include any amount of additional interest accumulated in accordance with clause 2.6(b) of these Terms.

Encumbrance means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person.

Equal Ranking Obligations means any subordinated debt obligation of Tabcorp (other than Notes) which ranks or is expressed to rank equally with Tabcorp's obligations under the Notes.

Event of Default means the happening of any event set out in clause 5.1 of these Terms.

Event of Insolvency means a winding-up, liquidation, provisional liquidation or the appointment of an administrator, a liquidator, provisional liquidator or other similar officer in respect of Tabcorp or any corporate action is taken by Tabcorp to appoint such a person.

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

First Call Date means 22 March 2017.

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

Guarantee means any guarantee, indemnity, letter of credit, legally binding letter of comfort, suretyship or other assurance against loss.

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

Holder Claims means the rights and claims of the Trustee (in respect of Notes) and of the Holders in respect of Notes.

Holder Resolution means:

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

   (i) by more than 50% of the persons voting on a show of hands (unless sub-paragraph (ii) below applies); or

   (ii) if a poll is duly demanded, then by a majority consisting of more than 50% of the votes cast; or

(b) if the meeting is by postal ballot or written resolution, then by Holders representing (in aggregate) more than 50% of the Face Value of all of the outstanding Notes.

Initial Margin means the margin expressed as a percentage per annum determined by, or on behalf of, Tabcorp on the basis of the bids made under the Bookbuild.

Interest Cover Ratio means, in relation to a Testing Date, the ratio of Relevant EBITDA to Relevant Net Interest Paid.

Interest Payment means the interest payable on a Note on the Interest Payment Date, as calculated in accordance with clause 2.2 of these Terms.

Interest Payment Date means, in respect of a Note, each 22 March, 22 June, 22 September and 22 December in each year from its Issue Date to, and including, the Maturity Date or any Redemption Date adjusted, if necessary, in accordance with the Modified Following Business Day Convention.

Interest Period means 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) the Issue Date; and

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

Interest Rate means, for a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note calculated or determined in accordance with clause 2.2 of these Terms.

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

Junior Ranking Obligations means any:

(a) equity; or

(b) subordinated debt obligation which has a level of equity credit assigned to it by a rating agency, of Tabcorp (other than Notes) which ranks junior to Tabcorp's obligations under the Notes.

Leverage Ratio means, in relation to a Testing Date, the ratio of Relevant Gross Debt (divided by 2) to Relevant EBITDA.

Maturity Date means 22 March 2037.

Meeting Provisions means the provisions for meetings of the Holders set out in schedule 2 of the Trust Deed.

Maximum Level means 3.5 times.

Minimum Level means 3.0 times.

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Modified Following Business Day Convention means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day.

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

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

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

(b) a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside Australia.

Operating Profit means, for any period, the operating profit of the Tabcorp Group after excluding any exceptional, one-off, non-recurring or extraordinary items for that period.

Payment Reference Date means the date which is the earliest of:

(a) the next Interest Payment Date on which the relevant Deferral Event is no longer subsisting;

(b) the date which is the fifth anniversary of the Interest Payment Date on which any of the then outstanding Deferred Interest Payments was initially deferred;

(c) the Maturity Date;

(d) the date on which all Notes are otherwise Redeemed; and

(e) the date on which the Trustee serves a notice of Event of Default which results from an order being made for the winding up of Tabcorp as described in clause 5.1(b) of these Terms.

Put Date means the Business Day which is, or immediately follows, 120 days after the occurrence of the Change of Control Event.

Put Notice means a notice given by a Holder to Tabcorp requiring Tabcorp to Redeem or, at Tabcorp's option, purchase (or procure the purchase of), Notes held by the Holder on the Put Date at their Redemption Amount, in accordance with clause 3.4 of these Terms.

Rating Agency means S&P or any replacement rating agency nominated by Tabcorp and notified to the Trustee and the Holders.

Redemption means the redemption of a Note in accordance with clause 3 of these Terms and the words ***Redeem, Redeemable*** and ***Redeemed*** bear their corresponding meanings.

Redemption Amount in respect of a Note means the sum of:

(a) 100% of the Face Value;

(b) all Deferred Interest Payments in respect of that Note that remain unpaid at the Redemption Date or Maturity Date; and

(c) any accrued but unpaid interest for the Interest Period in which the Redemption Date or Maturity Date falls determined in accordance with clause 2.3 of these Terms calculated up to (but excluding) the Redemption Date or the Maturity Date as if that date were an Interest Payment Date,

except, in a Redemption before the First Call Date for a Capital Event notified to Holders and the Trustee under clause 3.3 of these Terms, paragraph (a) of this definition will be 101% of the Face Value.

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

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 Tabcorp under the Corporations Act, the ASX Listing Rules or ASX Settlement Operating Rules; and

(b) any branch register.

Registry means Link Market Services Limited (ABN 54 083 214 537) or any other person appointed by Tabcorp to maintain the Register and perform any payment and other duties in relation to the Notes.

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

Relevant EBITDA means, in relation to a Testing Date, the Operating Profit before interest, tax, depreciation, amortisation and impairment of the Tabcorp Group for the more recent of:

(a) the six month period ended on the immediately prior 30 June, as calculated by reference to the audited full year consolidated financial statements of the Tabcorp Group for the full year ended on that date, less the equivalent item in the reviewed consolidated interim financial statements of the Tabcorp Group for the half year ended on the prior 31 December; and

(b) the six month period ended on the immediately prior 31 December, as calculated by reference to the reviewed consolidated financial statements of the Tabcorp Group for that period,

or, if not disclosed in the audited consolidated financial statements or reviewed consolidated interim financial statements of the Tabcorp Group, as otherwise disclosed by Tabcorp to Holders.

For the purpose of calculating Relevant EBITDA, the Operating Profit before interest, tax, depreciation and amortisation of the Tabcorp Group will be adjusted to take into account the effects of any acquisition made during the six month period. Relevant EBITDA will be adjusted on a pro forma basis as if the acquisition had occurred at the beginning of the relevant six month period ending on the Testing Date. The adjustments will be made on the basis of the historical operating profit before interest, tax, depreciation and amortisation of the company or business acquired during that period.

Relevant Gross Debt means, in relation to a Testing Date, total current and non-current interest bearing liabilities, adjusted for any amounts arising on hedge relationships on those liabilities, all as disclosed in the more recent of:

(a) the audited full year consolidated financial statements of the Tabcorp Group for the full year ended on the immediately prior 30 June; and

(b) the reviewed consolidated interim financial statements of the Tabcorp Group for the half year ended on the immediately prior 31 December,

or, if not disclosed in the audited consolidated financial statements or reviewed consolidated interim financial statements of the Tabcorp Group, as otherwise disclosed to Holders by Tabcorp,

less:

(c) 100% of the Face Value of outstanding Notes; and

(d) the outstanding principal amount of any Security issued by Tabcorp (or any of its Subsidiaries) from time to time (if any) multiplied by the level of equity credit assigned to that Security by a rating agency (expressed as a percentage per annum), where Tabcorp has publicly announced that the Security is a Security for the purposes of this paragraph and the relevant percentage per annum assigned to that Security by a rating agency,

in each case as expressed in Australian dollars (and, if relevant, on the basis of the relevant prevailing exchange rates for the 30 June or 31 December to which those balances relate) and, if not disclosed in the audited consolidated financial statements or reviewed consolidated interim financial statements of the Tabcorp Group, as otherwise disclosed to Holders by Tabcorp. Further, Tabcorp will announce publicly a change in the percentage per annum assigned by a rating agency to the Security to reflect a change in the equity credit categorisation by the rating agency of the relevant Security from time to time and this definition shall be read in accordance with that announcement.

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Relevant Net Interest Paid means, in relation to a Testing Date:

(a) the amount of interest paid,

less

(b) (i) the amount of interest received;

(ii) any Interest Payments made under these Terms; and

(iii) any dividends, distributions or interest payments made under or in connection with a Security referred to in paragraph (d) of the definition of ***Relevant Gross Debt*** multiplied by the most recent percentage announced by Tabcorp under paragraph (d) of that definition in relation to that Security,

by the Tabcorp Group for the more recent of:

(c) the six month period ended on the immediately prior 30 June, as calculated by reference to the audited full year consolidated financial statements of the Tabcorp Group for the full year ended on that date, less the equivalent items in the reviewed consolidated interim financial statements of the Tabcorp Group for the half year ended on the prior 31 December; and

(d) the six month period ended on the immediately prior 31 December, as calculated by reference to the reviewed consolidated interim financial statements of the Tabcorp Group for that period,

or, if not disclosed in the audited consolidated financial statements or reviewed consolidated interim financial statements of the Tabcorp Group, as otherwise disclosed by Tabcorp to Holders.

Relevant Tax Jurisdiction means:

(a) the Commonwealth of Australia or any State or Territory of Australia; or

(b) in the event of any substitution or corporate action resulting in Tabcorp being incorporated in any other jurisdiction, that other jurisdiction or any political sub-division or any authority of that jurisdiction having power to tax.

Security means, in relation to a company:

(a) shares in the capital of that company; and

(b) any indebtedness in the form of or represented by notes, bonds, debentures or other securities issued by that company which has a level of equity credit assigned to it by a rating agency.

Senior Obligations means all obligations of Tabcorp (including any subordinated debt obligation ranking senior to the Notes) except for Notes, the Equal Ranking Obligations and the Junior Ranking Obligations.

Share means a fully paid ordinary share or preference share in the capital of Tabcorp.

S&P means Standard & Poor's (Australia) Pty Ltd (ABN 62 007 324 852) (or any of its Subsidiaries or any successor to its business from time to time).

Solvent Reorganisation means, with respect to Tabcorp, solvent winding up, deregistration, dissolution, scheme of arrangement or other reorganisation of Tabcorp solely for the purposes of a consolidation, amalgamation, merger or reconstruction, the terms of which:

(a) have been approved by the holders of the ordinary shares of Tabcorp or by a court of competent jurisdiction under which the continuing or resulting corporation effectively assumes the obligations of Tabcorp under these Terms and the Trust Deed; and

(b) do not have a material adverse effect on the ability of Tabcorp (or the corporation which has assumed the obligations of Tabcorp under these Terms and the Trust Deed) to perform its payment obligations under these Terms.

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 sub-paragraph (ii) 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 Face Value of all of the outstanding Notes.

Step-up Margin means the margin which is the Initial Margin plus 0.25% per annum.

Subsidiary has the meaning given in the Corporations Act, but as if *body corporate* includes any entity. It also includes an entity whose profit or loss is required by current accounting practice to be included in the consolidated annual profit and loss statements of that entity or would be required if that entity were a corporation.

Tabcorp means Tabcorp Holdings Limited (ABN 66 063 780 709) or any Related Body Corporate of Tabcorp which is substituted for Tabcorp Holdings Limited under clause 10 of these Terms.

Tabcorp Group means Tabcorp and its Subsidiaries at any time.

Tax means any tax, levy, impost, charge or duty (including stamp and transaction duties) imposed by any Government Agency and any related interest, penalty, fine or expense in connection with it, except if imposed on, or calculated having regard to, the net income of the Holder.

Tax Event means:

(a) as a result of any change in, or amendment to, applicable laws, or any change in their application or official or judicial interpretation, which change becomes effective after the Issue Date:

(i) payment of interest on a Note is not or will not be allowed as a deduction for the purposes of Tabcorp's income tax in the Relevant Tax Jurisdiction; or

(ii) Tabcorp has or will become required to pay, in respect of an amount (the ***Relevant Amount***), an Additional Amount that is at least 30% (or other percentage which is the corporate tax rate then prevailing in the Relevant Tax Jurisdiction) of the Relevant Amount; and

(b) the non-deductibility of interest on the Notes referred to in sub-paragraph (a)(i) or the payment of the Additional Amount referred to in sub-paragraph (a)(ii) cannot be avoided by Tabcorp taking reasonable measures available to it.

Terms means, in relation to a Note, the terms of issue of that Note as set out in schedule 1 of the Trust Deed.

Testing Date means any date after the Issue Date on which Tabcorp first releases to the public its audited consolidated financial statements in respect of a reporting period ended on 30 June or its reviewed consolidated interim financial statements in respect of a reporting period ended on 31 December of any given year.

Trust Deed means the trust deed to which these Terms are attached as schedule 1.

Trustee means Australian Executor Trustees (SA) Limited (ABN 23 007 870 644) or any replacement Trustee appointed in accordance with the Trust Deed.