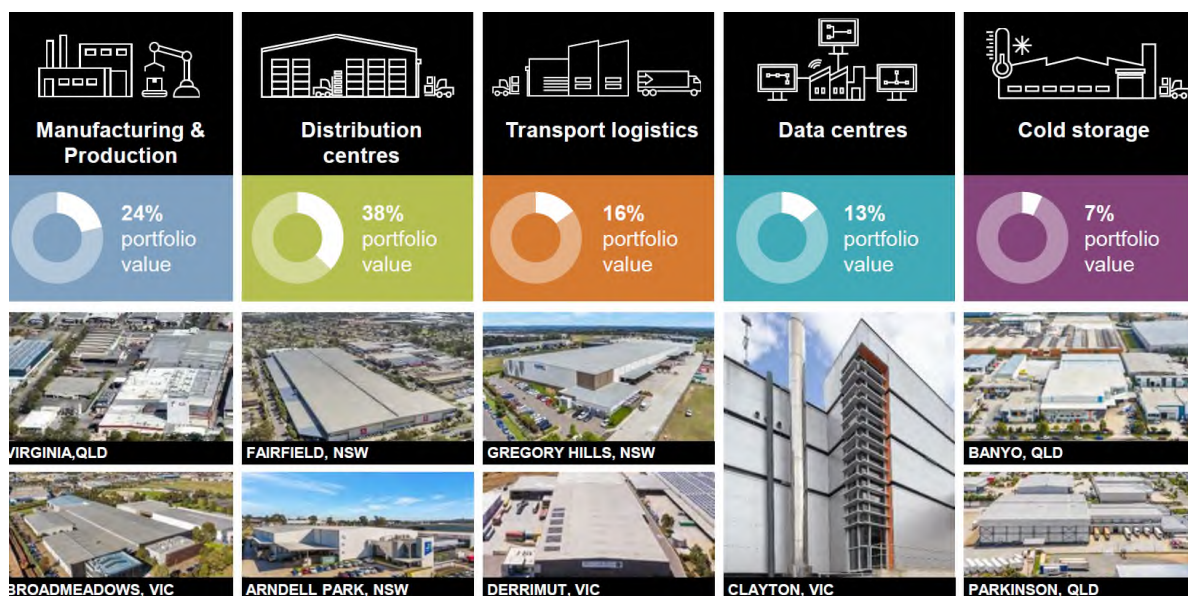


Industrial Sub-Sector Diversification¹⁷ (by value)



Included in the
S&P/ASX 200 index and
**FTSE/EPRA NAREIT Global
Developed Index.**

83%
of portfolio located in
urban infill markets.

98%
freehold property
ownership across
CIP portfolio.

Strategic portfolio construction

CIP's strategic portfolio construction has concentrated on acquiring industrial assets in land constrained urban infill markets within access to a large population base. During the financial year ended 30 June 2022, CIP completed A\$777 million worth of investment property acquisitions¹⁸ with 100% of acquisitions within urban infill markets. These strategic acquisitions increased the REITs scale while positioning CIP to benefit from the strong rental growth within industrial markets.

CIP also continues consolidate land holdings of scale with future redevelopment optionality and owns ten separate consolidated landholdings totalling 95 hectares across the portfolio as at 31 December 2022. An example of this strategy is CIP's acquisition of 119 Studley Court, Derrimut VIC in the half year ended 31 December 2022 for A\$12.4 million. This strategic acquisition adds to CIP's land holding within the Derrimut sub-portfolio, increasing to 11 assets across 24 hectares of land with diverse tenancies ranging from circa 3,000 sqm to 14,000 sqm.

During the first half of FY23, CIP established the Centuria Prime Logistics Partnership with an investment vehicle sponsored by Morgan Stanley Real Estate Investing. CIP divested up to 50% interest in a portfolio of eight assets to the partnership generating sale proceeds of A\$181 million. CIP also settled a direct market divestment of 30 Clay

¹⁷ Remaining 2% comprises of development projects

¹⁸ Excluding transaction costs.

Place, Eastern Creek NSW. These capital recycling initiatives generated total proceeds of A\$215m during the half year ended 31 December 2022.

Development activities

Development activities provide CIP with the opportunity to introduce new and sustainable assets into its portfolio, further expanding existing customer relationships and introducing new blue chip tenant customers.

In November 2022, CIP completed 95-105 South Gippsland Highway, a 40,544 sqm multi-unit industrial estate in Dandenong South, Victoria. The development attracted significant leasing interest and was fully leased 5 months prior to practical completion to high quality tenants at market rents above initial underwrite.

As at 31 December 2022, CIP's development pipeline includes:

- 90 Bolinda Road, a circa 45,000 sqm multi-unit industrial estate on a site of 8 hectares. Site preparation works are underway with construction to commence in the third quarter of FY23 and has generated strong leasing interest.
- CIP is also currently developing 204-208 Bannister Road, a circa 12,300 sqm dual tenancy industrial facility in Canning Vale WA, with expected completion in the first quarter of FY24. There has been strong leasing interest with limited availability in Perth driving upward pressure in market rents.

Both developments are targeting a five-star Green Star rating.

Value add opportunities

CIP's active portfolio management approach includes executing value-add initiatives to reposition assets for leasing success and improved returns.

- During HY23, CIP completed refurbishments of 92-98 Cosgrove Road, Enfield NSW. renewing the tenant for 8 years at a 47% premium to the prior passing rent. CIP also commenced repositioning works on 616 Boundary Road, Richlands QLD. which has generated strong tenant interest in a market with strong rental growth.
- 30 Fulton Drive in Derrimut VIC, a 10,733 sqm facility with surplus land acquired in November 2021, will be expanded by circa 2,000 sqm. The asset has a current WALE of 0.9 years and will provide value add potential in the short term.

Asset revaluations

The fair values of the investment properties were determined by the directors of the Responsible Entity or by an external, independent valuation firm. Fair value is based on market values, being the estimated amount for which a property could be exchanged on the date of valuation between a willing buyer and willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

The valuations reflect, when appropriate, the type of tenants actually in occupation or responsible for meeting lease commitments or likely to be in occupation after letting of vacant accommodation and the market's general perception of their credit-worthiness; the allocation of maintenance and insurance responsibilities between the lessor and lessee; and the remaining economic life of the property.

As at 31 December 2022, approximately 55% of the portfolio value was externally revalued with the remainder undertaken as internal directors valuations. CIP reported a decline in value of A\$72 million¹⁹ driven by capitalisation rate expansion of 47bps, partially offset by market rental growth.

Sustainability

CIP is externally managed by CNI and aligns itself to CNI's sustainability framework. Centuria Property Funds No. 2 Limited is the responsible entity for CIP and a wholly owned subsidiary of CNI. By the REIT's nature, CIP has no staff and is solely a portfolio of assets.

CIP adopts CNI's approach to sustainability by utilising CNI's Sustainability Framework to focus on certain environmental, social and governance ("ESG") initiatives. CNI's Sustainability Framework is aligned to cover environmental, social and governance aspects and include three areas of focus, as listed below:

- Responsible investment principles
 - Ongoing training is provided to strengthen employees, systems and wider governance. All employees undergo regular training, covering: code of conduct; cyber security; breach reporting; and ESG for select personnel. CNI is committed to investing in their employees and supporting them to realise their professional and personal goals.
 - CNI seeks to incorporate careful ESG considerations into decision making processes, including what impact their investments will have on valued stakeholders. In the financial year ended 30 June 2022, CNI focused on a modern slavery assessment of suppliers and climate change assessments of its assets.
- Conscious of climate change
 - CNI partners with tenants to develop collaborative approaches to reduce emissions across its value chain. This is achieved via educating and supporting tenants, focusing on asset upgrades, solar installation and considering the electrification of gas and diesel infrastructure at their end of life. CIP also seeks to collaborate with the wider industry to develop meaningful ways to reduce greenhouse emissions. CIP supported NABERS and the development of their warehouse and cold storage rating scheme, achieving a 4.5 star NABERS Energy rating on its 82 Rodeo Road, Gregory Hills NSW asset in the half year ended 31 December 2022.
 - Assets within CIP have been risk assessed against probable climate risks under a 2°C and 4°C scenario. New assets are also screened for probable climate risks before being acquired by the fund. Asset transition plans are being developed for assets to aid in the mitigation of potential severe weather events driven by climate change.
- Valued stakeholders
 - CIP employs a customer focused approach by undertaking annual tenant engagement surveys to better connect and understand how to better support them, while proactively engaging with investors to understand where their values lie.
 - CIP has partnered with Healthy Heads to raise mental health awareness across the wider warehousing, logistics and road transport industry. Poor wellbeing and mental health have a

¹⁹ Represents fair value movements of consolidated investment properties and equity accounted investment properties before capital expenditure and transaction costs.

significant impact not only those who experience it, but also costs the wider economy due to reduced productivity and associated medical costs.

- As an externally managed REIT, CIP benefits and adopts CNI's wider approach to initiatives relating to diversity, inclusivity, and wellbeing. An annual employee (including part time and contractors) engagement survey is conducted by external provider Culture Amp. This annual survey is an important tool used by management to identify areas of opportunity to create a resilient and thriving work culture. CNI's employees also benefit from a generous parental leave program; and Centuria Rewards; a rewards program which provides financial assistance for employees.

Capital management

Capital Management Process

The capital management activities of CIP are overseen by the Chief Financial Officer and the Group Treasurer in line with policies approved by the CIP Board. The Chief Financial Officer reports to the CEO and the Group Treasurer reports to the Chief Financial Officer.

The Chief Financial Officer's responsibility is to source and manage the capital required to maintain and grow CIP's business, property portfolio and investments.

The Group Treasurer's responsibilities include the implementation of CIP's debt and hedging policies. CIP's business plan includes debt and hedging strategies, which conform to these policies.

Debt management

The objective of CIP's debt strategy is to create a robust and diversified capital structure with appropriate gearing. In order to achieve its objectives, CIP's capital management strategy aims to ensure that it meets financial covenants attached to interest-bearing loans and borrowings. Breaches in meeting a financial covenant could permit the Groups' financiers to immediately call borrowings and indebtedness. CIP manages its capital structure and makes adjustments to reflect changes in economic conditions and the requirements of its financial covenants.

CIP has a strategy of maintaining a target gearing range of 25–40%. During the half year ended 31 December 2022, CIP delivered A\$215 million of proceeds from new investment partnership and assets sales, which were used to repay indebtedness and bolster CIP's balance sheet. CIP strengthened its balance sheet with gearing reducing from 33.2% at 30 June 2022 to 31.6%²⁰ as at 31 December 2022 and an interest cover ratio of 3.8x²¹, providing headroom to debt covenants. Financial covenants under the terms of CIP's borrowing agreement require CIP to ensure that the gearing ratio does not exceed 50% and interest cover ratio does not fall below 2.0x. Since CNI took over the management of CIP, there have been no defaults under its financing arrangements.

Debt facilities

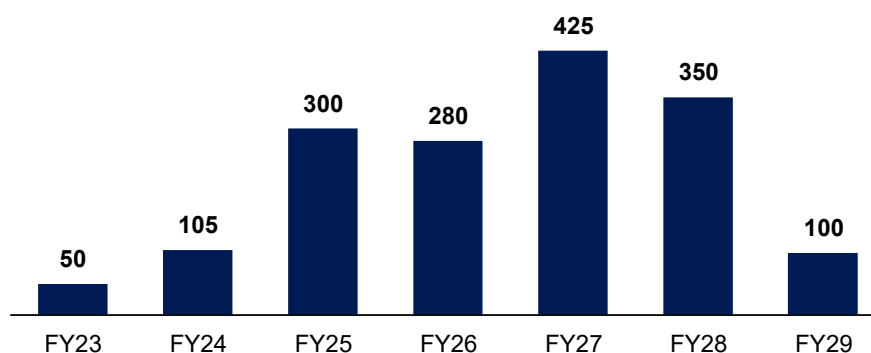
As at 31 December 2022, CIP had drawn a total of A\$1,235 million ("**Existing Debt**") under of its A\$1,610 million in aggregate principal amount of unsecured loan facilities and Australian Dollar Medium Term Notes Programme ("**ASMTN**"), providing A\$375 million of available debt headroom. As at 31 December 2022, CIP had a weighted average debt maturity of 4.1 years, with only A\$50 million of debt maturing in FY23.

²⁰ Gearing is defined as total interest bearing liabilities divided by total tangible assets

²¹ Interest cover is defined as earnings before interest, tax depreciation and amortisation (EBITDA) divided by interest expense

A summary of CIP's debt maturity profile is provided below:

Debt Maturity Profile (A\$m)



CIP has a diversified borrowing base with seven local and overseas financiers. In December 2021 further broadened its debt capital sources through issuing an inaugural six-year, A\$350 million A\$MTN. CIP's balance sheet remains robust and continues to be well supported by its financiers.

Credit rating

In September 2021, Moody's assigned a Baa2 issuer rating to CIP with a stable outlook. As at 31 December 2022, the rating has been maintained.

Distribution policy

CIP pays distributions quarterly in arrear in the month following the end of each quarter. CIP's distribution policy is to distribute approximately 90%-100% of FFO. However, the Responsible Entity can provide no guarantee as to the extent of future distributions, as these will be dependent on a number of considerations at the time including forecast capital expenditure requirements, asset performance and general market conditions.

CIP paid distributions of 17.3 cpu during the financial year ended 30 June 2022 and provided a distribution guidance of 16.0cpu for FY23.

CIP has a distribution reinvestment plan ("DRP") where unitholders can elect to have all or part of their distribution entitlement reinvested by the issue of new units rather than distributions being paid in cash. The DRP has not been active since March 2022.

Hedging

CIP has a policy to maintain a hedging profile of a minimum 50% of drawn debt. CIP uses derivative financial instruments to hedge its risks associated with interest rate fluctuations. As at 31 December 2022, 76.9% of CIP's total drawn debt was fixed through swaps and fixed borrowing with a weighted average duration of 2.0 years.

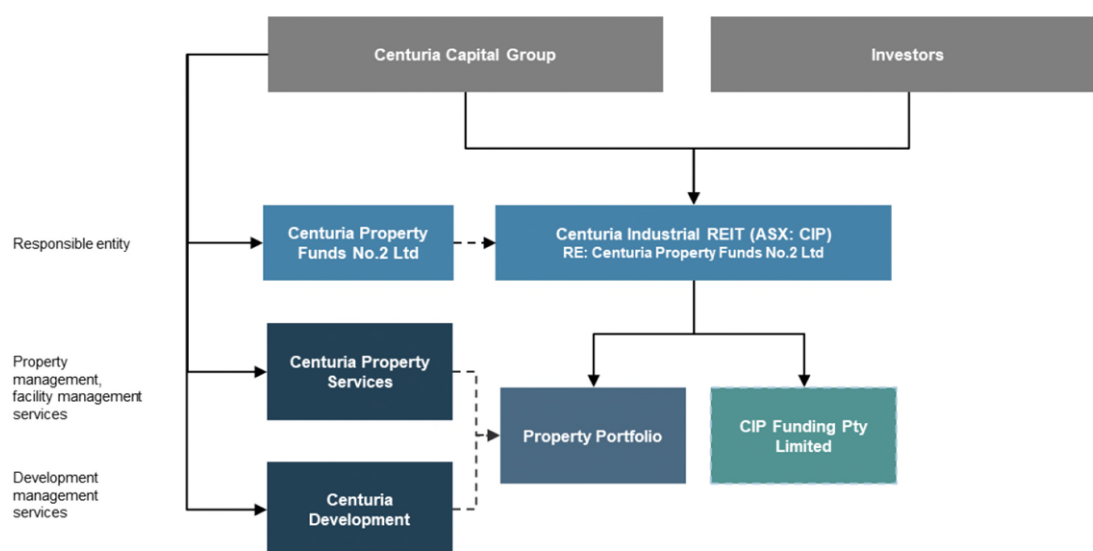
Fees and expenses

In line with CIP's constitution, the Responsible Entity is entitled to a management fee for managing CIP which is calculated at 0.65% of the gross value of assets held. However, the Responsible Entity has elected to charge 0.60% per annum.

The following fees were paid and/or payable to the Responsible Entity and its related parties from CIP and all subsidiaries for the half year ended 31 December 2022, the financial year ended 30 June 2022, the half year ended 31 December 2021 and the financial year ended 30 June 2021:

A\$000's	<u>Half-year</u> Dec-22	<u>Half-year</u> Dec-21	Full-year Jun-22	Full-year Jun-21
Management fees	12,365	10,121	22,472	14,118
Leasing fees	738	1,145	2,425	767
Property management fees	1,232	1,032	1,977	1,652
Custodian fees	971	794	1,764	1,093
Facility management fees	821	544	1,228	964
Project management fees	2,135	132	873	815
Due diligence acquisition fees	25	425	625	375
Total fees	18,287	14,193	31,364	19,784

Corporate Structure of CIP



The following table lists the name, jurisdiction and percentage ownership of each company or trust in the Group as at the half year ended 30 June 2022:

Name of subsidiary	Country of domicile	Percentage of units held
BIPT Preston No.1 Sub Trust	Australia	100%
BIPT Marple Ave Holding Trust	Australia	100%
BIPT Marple Avenue Sub Trust	Australia	100%
BIPT Clarinda Rd Holding Trust	Australia	100%
BIPT Clarinda Rd Sub Trust	Australia	100%

BIPT Noble Park Holding Trust	Australia	100%
BIPT Noble Park Sub Trust	Australia	100%
BIPT Scrivener St Holding Trust	Australia	100%
BIPT Scrivener St Sub Trust	Australia	100%
Australian Industrial REIT	Australia	100%
AIR Somerton Trust	Australia	100%
AIR Wetherill Park Trust	Australia	100%
AIR Glendening Trust	Australia	100%
AIR Ingleburn Trust	Australia	100%
AIR Ingleburn 2 Trust	Australia	100%
AIR Ingleburn 3 Trust	Australia	100%
AIR Eastern Creek Trust	Australia	100%
AIR Enfield Trust	Australia	100%
AIR Tullamarine Trust	Australia	100%
AIR Thomastown Trust	Australia	100%
AIR Henderson Trust	Australia	100%
AIR Dandenong South Trust	Australia	100%
AIR Bibra Lake Trust	Australia	100%
AIR ST1 Trust	Australia	100%
CIP Sub Trust No. 1	Australia	100%
CIP Sub Trust No. 2	Australia	100%
CIP Sub Trust No. 3	Australia	100%
CIP Sub Trust No. 4	Australia	100%
CIP Sub Trust No. 5	Australia	100%
CIP Sub Trust No. 6	Australia	100%
CIP Sub Trust No. 7	Australia	100%
CIP Sub Trust No. 8	Australia	100%
CIP Sub Trust No. 9	Australia	100%
CIP Sub Trust No. 10	Australia	100%
CIP Sub Trust No. 11	Australia	100%
CIP Sub Trust No. 12	Australia	100%

CIP Sub Trust No. 13	Australia	100%
CIP Sub Trust No. 14	Australia	100%
CIP Sub Trust No. 15	Australia	100%
CIP Sub Trust No. 16	Australia	100%
CIP Sub Trust No. 17	Australia	100%
CIP Sub Trust No. 18	Australia	100%
CIP Sub Trust No. 19	Australia	100%
CIP Sub Trust No. 20	Australia	100%
CIP Sub Trust No. 21	Australia	100%
CIP Sub Trust No. 22	Australia	100%
CIP Sub Trust No. 23	Australia	100%
CIP Sub Trust No. 24	Australia	100%
CIP Sub Trust No. 25	Australia	100%
CIP Sub Trust No. 26	Australia	100%
CIP Sub Trust No. 27	Australia	100%
CIP Sub Trust No. 28	Australia	100%
CIP Sub Trust No. 29	Australia	100%
CIP Sub Trust No. 30	Australia	100%
CIP Sub Trust No. 31	Australia	100%
CIP Funding Pty Ltd	Australia	100%

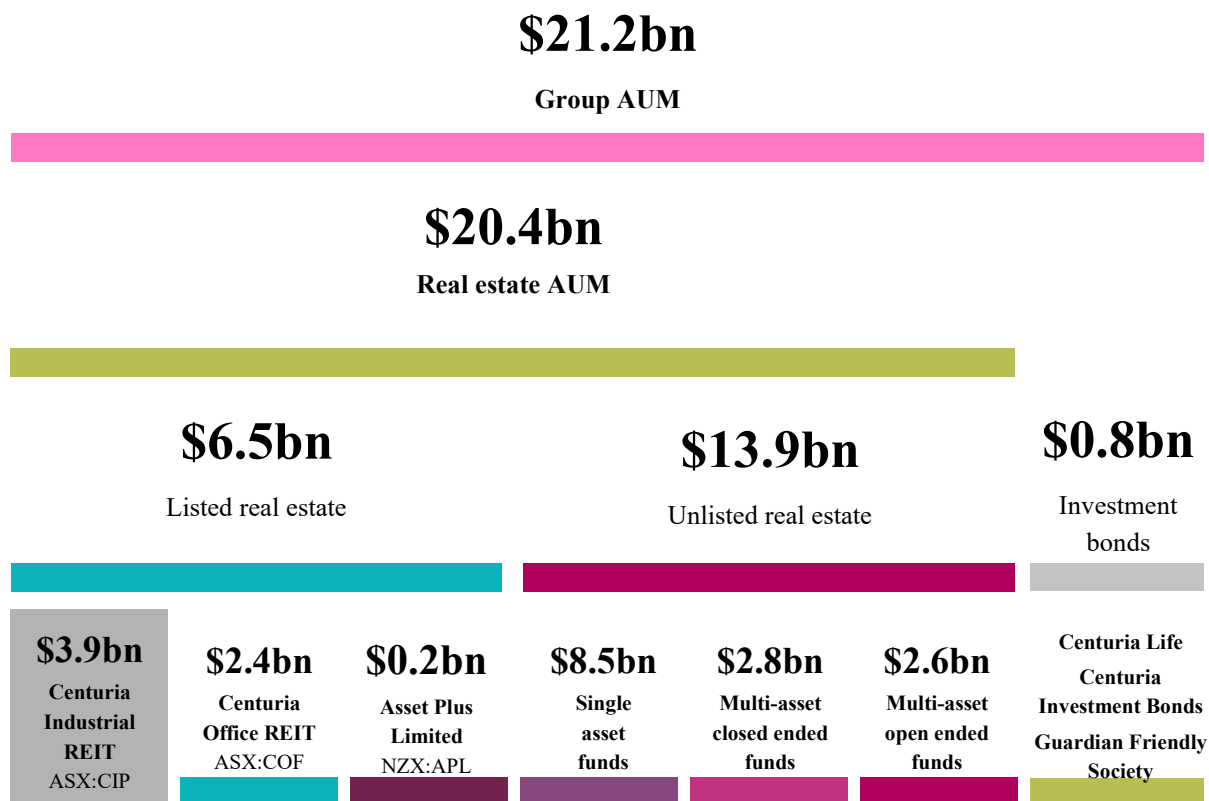
Overview of Centuria Capital Group

CIP's parent, CNI, is a leading Australasian fund manager included in the S&P/ASX 200 Index, established 24 years ago. CNI manages a range of investment products including listed and unlisted real estate funds, investment bonds, real estate credit funds.

By 31 December 2022, CNI grew to A\$21.2 billion of assets under management, of which, 96% comprises real estate funds across industrial, healthcare, decentralised office, agriculture, real estate finance, large format retail and daily needs retail sectors within Australia and New Zealand.

CNI's operations are supported by 431 staff across eight offices in three countries with a significant proportion of the workforce focused on the full spectrum of management – from inhouse facility managers and asset managers, to fund managers and corporate personnel – all dedicated to the lifecycle of real estate funds and trusts. This results in specifically curated funds and assets, designed to optimise securityholder returns.

A summary of CNI's AUM platform²² is provided as follows:



*Includes A\$3,797.1 million of consolidated investment properties and A\$68.0 million held through equity accounted investment properties.

²² AUM as at 31 December 2022. Group AUM includes assets exchanged to be settled, cash and other assets. All figures above are in Australian dollars (currency exchange ratio of AU\$1,000:NZ\$1,0711 as at 31 December 2022). Numbers presented may not add up precisely to the totals provided due to rounding

DIRECTORS

Board of Directors of the Issuer

Brief profiles of the directors of the Issuer as at the date of this Offering Circular are as follows:

Name/Position	Background
John McBain <i>Director and Joint Group CEO</i>	<p>John is the Centuria Group Joint CEO alongside Jason Huljich, and has been with Centuria since its formation in 1999.</p> <p>John is chiefly responsible for Centuria's corporate team including corporate acquisitions and mergers. His responsibilities include corporate strategy as well as leadership of the Finance, Governance, Compliance, Corporate Investor Relations, Marketing, Communications and Centuria Life teams who report directly to him. He serves on the Non-Financial Risk Committee and the ESG Management Committee.</p> <p>Since Centuria was established, John has been instrumental in the integration of several businesses into the Centuria Group, including the 360 Capital Group (2016), a majority interest in Heathley Asset Management (now Centuria Healthcare) (2019), New Zealand-based Augusta Capital Limited (now Centuria NZ) (2020) and Primewest Group (2021). This corporate acquisition strategy, together with a highly successful asset acquisition and funds management program overseen by fellow CEO Jason Huljich, has seen the pair oversee significant corporate growth culminating in Centuria Capital Limited entering the S&P ASX 200 Index in July 2021.</p> <p>John's 42-year career began after obtaining a property valuation qualification from the University of Auckland. His career spans the commercial and industrial markets in Australasia and the UK, and more latterly, the healthcare and agriculture real estate sectors.</p>
Jason Huljich <i>Director and Joint Group CEO</i>	<p>Jason is the Centuria Group Joint CEO alongside John McBain, and has been with Centuria since its formation in 1999.</p> <p>Jason is chiefly responsible for the Group's real estate portfolio and funds management operations including CIP and Centuria Office REIT (ASX:COF), as well as Centuria's extensive range of unlisted funds across Australia and New Zealand. Jason has a hands-on approach to the real estate operations across the Group's platform. The Transactions, Development, Funds Management, Distribution and Asset Management teams all report directly to him.</p> <p>Since Centuria was established, Jason has been pivotal in raising over A\$5 billion for the listed and unlisted vehicles. He has been central to positioning Centuria as Australia's fourth largest external property funds manager.</p> <p>Jason's career began after graduating with a Bachelor of Commerce (Commercial Law major) from the University of Auckland. He is a Property Funds Association (PFA) of Australia past President. Jason currently sits on the Property Council of Australia's Global Investment Committee.</p>
Simon Holt	<p>Simon has been responsible for Centuria Capital Group's financial, information technology and treasury functions since 2016. Alongside the Joint CEOs, Simon is a key member of the senior team responsible for the Group's expansion across</p>

<i>Director and Group Chief Financial Officer</i>	<p>Australia, New Zealand and the Philippines, and he has been instrumental in debt and equity raisings across all the Centuria listed entities, in particular Centuria Capital Limited.</p> <p>He has been instrumental in structuring expanded capital sources through joint venture partnerships, and he has established a well performing treasury function which has overseen the issuance of Centuria corporate notes and further diversifying the Group lender pool.</p> <p>Simon is a Chartered Accountant and holds a Bachelor of Business degree (Accounting and Marketing majors) from the University of Technology, Sydney (UTS). He is also a licenced Class 1 Agent for Real Estate Sales, Leasing and Auctions.</p> <p>Simon is a Member of Australian Institute of Company Directors.</p>
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Board of Directors of CIP

Brief profiles of the directors of the Responsible Entity of CIP as at the date of this Offering Circular are as follows:

Name/Position	Background
Roger Dobson <i>Chairman and Independent Non-Executive Director</i>	<p>Roger has been an Independent Non-Executive Director since October 2017 and was appointed Chairman of the Board in July 2020. He is also a member of the Responsible Entity's Audit, Risk and Compliance Committee. He has extensive experience in large, complex restructuring and insolvency matters throughout Australia. For more than a decade, Roger has represented main banking syndicates, offshore funds holding a substantial debt position, companies experiencing financial distress, liquidators, administrators and receivers. His experience covers a diverse range of industries, including energy and resources, mining services, construction, engineering services, media and communications, investment banking and financial services, retail, manufacturing and infrastructure.</p> <p>Roger heads Jones Day's Business Restructuring & Reorganisation practice in Australia. Prior to joining CIP, Roger was Chairman of the Board at Centuria Capital Group.</p> <p>Roger holds a Master of Laws from Columbia University, NYC and a Bachelor of Law from Adelaide University. He is a member of the Australian Restructuring insolvency & Turnaround Association (ARITA) and INSOL International.</p>
Jennifer Cook <i>Independent Non-Executive Director</i>	<p>Jennifer has been an Independent Non-Executive Director since July 2021. Jennifer is Managing Director of property industry consultancy, Village Well NSW, working with major Australian businesses to develop place transformation strategies that deliver competitive advantage and growth. Her broad leadership experience extends across consumer and business-to-business markets, asset management, retail, major events and festivals, arts and culture, professional services and tourism.</p> <p>Jennifer is also on the advisory board of proptech start up Vennu. Previous senior roles include AMP Capital Real Estate's Head of Customer Experience for the A\$10 billion Australia and New Zealand retail portfolio, Urban Development Institute of</p>

	<p>Australia's (UDIA Qld) Director of Brand and Innovation, Associate Director of Brand Strategy for Fortune 500 company AECOM, and General Manager of Retail for Virgin Mobile.</p> <p>Jennifer has an MBA from the University of Southern Queensland (USQ) and is a Graduate of the Australian Institute of Company Directors.</p>
<p>Peter Done</p> <p><i>Independent Non-Executive Director</i></p>	<p>Peter has been an Independent Non-Executive Director since June 2017 and served as Chairman of the Board until July 2020. He is also Chairman of the Responsible Entity's Audit, Risk and Compliance Committee. He has extensive knowledge in accounting, audit and financial management in the property development and financial services industries, corporate governance, regulatory issues and Board processes through his many senior roles.</p> <p>Peter is also an Independent Non-executive Director of Centuria Property Funds Limited, Centuria Capital Group and Centuria Life Limited. Peter hails from a 38-year career at KPMG. From 1979, he held the position of Partner until his retirement in 2006. During his 27 years as Partner, Peter was the lead audit partner for many clients, including those involved in property development, primary production and television and film production and distribution.</p> <p>Peter holds a Bachelor of Commerce (Accounting) from the University of New South Wales and is a Fellow of Chartered Accountants Australia and New Zealand.</p>
<p>Natalie Collins</p> <p><i>Independent Non-Executive Director</i></p>	<p>Natalie has been an Independent Non-Executive Director since July 2020. She also sits on the Boards of Centuria Life Limited, Over Fifty Guardian Friendly Society Limited, Centuria Healthcare Asset Management Limited and is a member of Centuria Capital Group's Culture and ESG Committee.</p> <p>Currently, Natalie is Head of Commercial Partnerships at Woolworths Group, responsible for unlocking value between Woolworths and their largest commercial partners. Prior to this, Natalie was Head of Emerging Ventures and Co-Founder of Amatil X, the corporate venture capital arm at Coca-Cola Amatil, established to leverage the global startup ecosystem to uncover disruptive business models and new technologies to drive growth. Natalie started her career as an auditor with PwC and has since gained 20 years' experience in the global consumer packaged goods and retail industries spanning finance, strategy, supply chain, marketing, and innovation.</p> <p>She holds a Bachelor of Economics (Accounting) from Macquarie University, is an active mentor and advisor to early-stage startups and is a Graduate of the Australian Institute of Company Directors (GAICD).</p>

SENIOR MANAGEMENT

Senior Management of the Issuer

Brief profiles of the senior management of the Issuer as at the date of this Offering Circular are as follows:

Name/Position	Background
Anna Kovarik <i>Group Chief Risk Officer and Company Secretary</i>	<p>Anna joined Centuria Capital Group in July 2018 in the role of General Counsel and Company Secretary. In July 2020 Anna was promoted to Group Chief Risk Officer and Company Secretary. Prior to joining Centuria, Anna held the position of Group Risk Manager at Mirvac Group and was previously Head of Group Insurance for AMP and General Counsel and Company Secretary at AMP Capital Brookfield.</p> <p>Anna holds a Masters of Information Technology, a BA (Hons) in Systems Management and was awarded a distinction in the Global Executive MBA program at the University of Sydney. She is qualified as a solicitor in both the UK and NSW and was a senior associate at Allens law firm in Sydney where she specialised in the areas of real estate and funds management.</p> <p>Anna is a member of the Australian Institute of Company Directors.</p>

Senior Management of CIP

Brief profiles of the senior management of the Responsible Entity of CIP as at the date of this Offering Circular are as follows:

Name/Position	Background
Jason Huljich <i>Joint CEO</i>	<p>Refer to page 57 of this Offering Circular.</p>
Jesse Curtis <i>Head of Industrial and Fund Manager CIP</i>	<p>Jesse has managed CIP since 2019, overseeing responsibility for the operation, performance and strategy of CIP.</p> <p>He has more than 15 years of investment management experience, having joined Centuria from Dexu where he held senior capital transactions and portfolio management roles. Prior to this, Jesse worked at Goldman Sachs for more than five years in various industrial asset management roles.</p> <p>Jesse holds a Master of Applied Finance from Macquarie University and Bachelor of Business (Property) from Western Sydney University. He is also an Associate of the Australian Property Institute and holds a Real Estate Agent's Licence.</p>
Michael Ching <i>Assistant Fund Manager CIP</i>	<p>Michael joined CIP in 2018 as a Trust Analyst, providing support in reporting and analysis of trust performance and growth initiatives. Michael transitioned into his current role as Assistant Fund Manager in July 2021</p> <p>Prior to joining CIP, Michael was a Senior Analyst at Stockland within Group planning, later moving into the Retail Developments team as a Finance Manager. Michael has extensive finance and analysis experience within the Real Estate sector, with prior roles at Shopping Centres Australasia and Dexu.</p>

	Michael holds a Bachelor of Business (Accounting) from the University of Western Sydney.
Ross Lees <i>Head of Funds Management</i>	<p>Ross is the Head of Real Estate Funds Management and a Centuria Senior Executive Committee member. He is responsible for both listed and unlisted property funds in the office, industrial, retail, healthcare and agricultural sectors.</p> <p>Ross joined Centuria in 2017 and has more than 17 years of investment management experience, having held senior transactional and portfolio management positions for peers including Dexus, LOGOS Group and Stockland.</p> <p>Ross holds a Master of Applied Finance from Macquarie University and Bachelor of Business (Property Economics) from the University of Western Sydney</p>
Anna Kovarik <i>Group Chief Risk Officer and Company Secretary</i>	Refer to page 60 of this Offering Circular

RIGHTS AND LIABILITIES OF THE UNITS

CIP is established under its constitution which contains the main rules governing its operation and the rights and liabilities of Unitholders. The Corporations Act, exemptions and declarations given by ASIC, the ASX Listing Rules (subject to waivers) and the general law of trusts are also relevant to the rights and obligations of Unitholders. The Responsible Entity as responsible entity of CIP must ensure that the constitution meet the requirements of the Corporations Act. The Responsible Entity may amend the constitution without member approval if it reasonably considers that the amendment will not adversely affect Unitholders' rights. Any other amendment must be by approval of a special resolution of Unitholders. The main provisions of the constitution that deal with the rights and obligations of the Unitholders are:

Rights and liabilities	
Units	A fully paid Unit confers an undivided interest in CIP. The constitution contemplates the issue of options and partly paid Units.
Distributions	Subject to the terms of the specific Units, Unitholders on the register of Unitholders at the relevant record date for the distribution period are entitled to a share in CIP's distributable income (and any capital which is to be distributed) proportionate to their holding. The distribution periods are each 3 month period in a year ending on the last days of March, June, September and December, subject to certain exceptions set out in the constitution. Outside of the distributions to be paid at the end of the distribution periods, the Responsible Entity may make distributions of capital and income in its discretion. The Responsible Entity may, from time to time, advise Unitholders of the terms on which distributions may be re-invested in Units.
Transfer	Subject to the rules applicable while CIP is admitted to an uncertificated trading system and to their terms of issue, a Unitholder is entitled to transfer the Unitholder's Unit only in accordance with the constitutions. Except as permitted by the ASX Listing Rules, a Unitholder must not dispose of Restricted Securities (as defined in the ASX Listing Rules) during the applicable escrow period.
Winding up	The Responsible Entity shall notify each Unitholder of the winding up of CIP prior to CIP being wound up. Subject to the constitution and the terms of issue of any Unit or class of Units, after notifying each Unitholder of the winding up of CIP, the Responsible Entity shall as soon as reasonably practicable sell, call in and convert the trust property into money or cause it to be sold, called in and converted into money and shall divide the proceeds of such sale, calling in and conversion, less all trust costs (including the cost of the final distribution of capital and income and all proper provisions for liabilities), among the Unitholders in accordance with their Units at the date of the distribution, and in so doing, the Responsible Entity may rely exclusively on the evidence of the register of Unitholders.
Meetings	Unitholders' right to convene, attend and vote at meetings is largely governed by the Corporations Act. The constitution provides that the quorum for a meeting is two Unitholders.
Voting	At any meeting of Unitholders, Unitholders have one vote on a show of hands and one vote for each dollar of the values of Units held on a poll. Voting on resolutions is by a show of hands unless a poll is demanded.

The constitution also deals with powers, duties and liabilities of the Responsible Entity. The Corporations Act, exemptions and declarations given by ASIC, the ASX Listing Rules (subject to waivers) and the general law of trusts

are also relevant to the duties and liabilities of the Responsible Entity. The main provisions of the constitutions that deal with the duties and liabilities of the Responsible Entity are:

Powers and Duties	
General powers	Subject to the provisions of the constitution and any restriction imposed by law, generally, the Responsible Entity has the legal capacity and all of the powers of a natural person and a body corporate required to carry out its obligations and exercise its powers and discretions under the constitution.
Issues	Subject to the constitution, the Corporations Act and the ASX Listing Rules, the Responsible Entity has the power to issue Units and options over those Units on such conditions as it determines. The constitutions contain a number of limits as to the price at which Units may be issued.
Duties	The Responsible Entity's duties as responsible entity are largely regulated by the Corporations Act and the constitution.
Fees and expenses	<p>The Responsible Entity is entitled to receive fees (which it may deduct from the trust property).</p> <p>The Responsible Entity may pay from or be reimbursed from the trust property for all trust costs incurred by the Responsible Entity in accordance with the terms of the constitution.</p>
Indemnity	The Responsible Entity is entitled to be indemnified out of the trust property for all trust costs it incurs, any liability it incurs in properly performing or exercising any of its powers and duties in relation to CIP and any liability it incurs in relation to the operation of CIP other than liabilities incurred as the result of breach of trust, recklessness or fraud on the part of the Responsible Entity.

MARKET PRICE INFORMATION AND OTHER INFORMATION CONCERNING THE UNITS

The Units are currently quoted on the ASX.

The table below sets forth, for the periods indicated, the high and low quoted closing prices per Unit in Australian dollars as quoted on the ASX, the average daily trading volume of the Units traded on the ASX and the high and low of the ASX Index.

	Closing price per Unit		Average daily trading volume <i>(Number of Units in millions)</i>	S&P / ASX 200 Index	
	High	Low		High	Low
	<i>(Australian dollars)</i>	<i>(Australian dollars)</i>		<i>(Points)</i>	<i>(Points)</i>
FY2020					
First Quarter...	3.42	3.07	0.52	6,845.1	6,405.5
Second Quarter...	3.67	3.22	0.63	6,864.0	6,493.0
Third Quarter...	3.79	2.29	0.99	7,162.5	4,546.0
Fourth Quarter...	3.47	2.56	2.24	6,148.4	5,067.5
FY2021					
First Quarter...	3.37	3.06	1.89	6,167.6	5,784.1
Second Quarter...	3.26	3.06	1.47	6,756.7	5,791.5
Third Quarter...	3.32	2.94	2.14	6,917.3	6,587.1
Fourth Quarter...	3.82	3.28	2.52	7,386.2	6,828.7
FY2022					
First Quarter...	4.04	3.65	2.25	7,628.9	7,196.7
Second Quarter...	4.19	3.57	2.98	7,513.4	7,185.5
Third Quarter...	4.19	3.66	2.22	7,589.8	6,838.3
Fourth Quarter...	3.99	2.81	1.77	7,592.8	6,433.4
FY2023					
First Quarter...	3.16	2.56	1.92	7,127.7	6,462.0
Second Quarter...	3.27	2.62	1.34	7,354.4	6,456.9

DISTRIBUTIONS AND DISTRIBUTIONS POLICY

The following table sets forth the distributions per Unit and the total amount of distributions in respect of each of the years indicated.

	Distribution per unit (Cents)	Total Distribution (A\$'000)
Financial year ended 30 June 2022	17.300	109,562
Financial year ended 30 June 2021	17.000	91,945
Financial year ended 30 June 2020	18.700	65,268

See “The Group - Overview of CIP – Distribution Policy” on page 52 for more information on CIP's distribution policy.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes will be, after deduction of commissions, professional fees and other administrative expenses, approximately A\$293.25 million.

The net proceeds will be used by the Issuer to provide financial accommodation to the Group for the following purposes:

- (a) repay existing debt facilities; and
- (b) for general corporate purposes.

CAPITALISATION AND INDEBTEDNESS OF THE GROUP

The following table sets forth the capitalisation data for the Group as at 31 December 2022 adjusted for events subsequent to 31 December 2022, including the issuance of the Notes by the Issuer. The following table should be read in conjunction with the consolidated reviewed Financial Statements of CIP.

A\$000's	Balance as at 31 December 2022		Repayment of Existing Debt ²³	Issuance of new Notes	As adjusted at 31 December 2022
Liabilities					
Borrowings	1,231,386		(293,250)	278,250 ²⁴	1,216,386
Distribution payable	25,397				25,397
Derivative financial liability	8,722			15,000	23,722
Trade and other payables	48,724				48,724
Total liabilities	1,314,229	–	(293,250)	293,250	1,314,229
Equity					
Issued capital	1,840,474				1,840,474
Retained earnings	752,417				752,417
Total equity	2,592,891	–	0	0	2,592,891
Total Capitalisation	3,907,120	–	(293,250)	293,250	3,907,120

The following adjustments and assumptions have been made in the preparation of the table above:

- (a) Assumed proceeds from issuance of Notes used to repay existing debt facilities. A\$6,750,000 of total transaction costs assumed.
- (b) The table has not been audited and has been prepared using the recognition and measurement principles of Australian equivalents to International Financial Reporting Standards (Australian Accounting Standards) and reflects the accounting policies of CIP; and
- (c) The adjustments for the buyback of the Existing Debt and issuance of the Notes reflect provisional accounting adjustments. Actual results may change between the date of this Offering Circular and the completion of the proposed transaction.

As the Issuer is a wholly owned subsidiary of CIP and is a finance company through which the Group conducts some of its treasury operations, the Issuer is consolidated for the purposes of reporting under the Australian equivalents to International Financial Reporting Standard.

Proceeds from the Notes and the proceeds from the Existing Debt will or are on-loaned on terms and conditions broadly matching those of the Notes and existing debt. Any interest payable under the Notes or existing debt is matched to interest receivable from CIP, as such there will be no impact to the Issuer from either the proposed repayment of the Existing Debt or the issue of the new Notes.

Pro forma transactions

Assumed proceeds from issuance of Notes used to repay existing debt facilities

²³ Estimated cash repayment of debt

²⁴ Represents face value of A\$300 million net of the derivative and estimated borrowing costs of A\$6.7 million

Issued capital

CIP currently has 634,930,635 units on issue. There were no transactions impacting units on issue during the period between 30 June 2022 and 31 December 2022.

Effects of the Notes on CIP

The Units to be issued upon exchange of the Notes will be issued fully paid, and will rank from the date of issue equally for distributions/dividends and other rights with existing Units. Upon exchange of the Notes, CIP will apply to the ASX for quotation of the Units.

In the event of a full exchange of the Notes issued into Units, based upon the initial exchange price of the Notes and the number of Units on issue at the date of this Offering Circular:

- a. CIP would issue 72,072,072 new Units; and
- b. the Units issued as a result of the exchange will constitute approximately 10.2% of 707,002,707 total Units, comprising the Units on issue at the date of this Offering Circular (being 634,930,635 Units) and the Units issued under exchange of the Notes (being 72,072,072 Units).

TERMS AND CONDITIONS OF THE NOTES

The following, and save for the paragraphs in italics, is the text of the Terms and Conditions of the Notes.

If the Notes were to be issued in definitive form, the terms and conditions set out on the reverse of each of such Notes (as the case may be) would be as follows. While the Notes are represented by a Global Certificate, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Certificate.

The issue of the A\$300,000,000 3.95 per cent. Guaranteed Exchangeable Notes due 2028 (the “**Notes**”, which expression shall, unless otherwise indicated, include any Further Notes), was (save in respect of any such Further Notes) authorised by a resolution of the board of directors of CIP Funding Pty Limited (ACN 654 243 928) (the “**Issuer**”) passed on 16 February 2023.

The issue of the Units (comprising one unit in CIP (as defined below)) on exchange of the Notes and the issue of the Guarantees were approved by Centuria Property Funds No. 2 Limited in its capacity as responsible entity for CIP (the “**RE**”) on 16 February 2023.

The Notes are constituted by a trust deed dated 2 March 2023 (as amended and/or supplemented from time to time, the “**Trust Deed**”) between the Issuer, each Initial Guarantor and DB Trustees (Hong Kong) Limited (the “**Trustee**”, which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the holders (as defined below in Condition 3) of the Notes. The statements set out in these terms and conditions (these “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Notes. The Noteholders (as defined below in Condition 3) are entitled to the benefit of and are bound by all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them which are contained in the paying, transfer and exchange agency agreement dated 2 March 2023 (as amended and/or supplemented from time to time, the “**Agency Agreement**”) relating to the Notes between the Issuer, each Initial Guarantor, the Trustee, Deutsche Bank Aktiengesellschaft, Hong Kong Branch in its capacities as principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor as principal paying agent under the Agency Agreement), as exchange agent (the “**Exchange Agent**”, which expression shall include any successor as exchange agent under the Agency Agreement), as transfer agent (the “**Transfer Agent**”, which expression shall include any successor as transfer agent under the Agency Agreement) and as registrar (the “**Registrar**”, which expression shall include any successor as registrar under the Agency Agreement), respectively. References to “**Paying Agents**” mean the paying agents appointed as such from time to time under the Agency Agreement, and includes the Principal Paying Agent. References to “**Agents**” mean the Principal Paying Agent, the Exchange Agent, the Transfer Agent, the Registrar, and any other Agent appointed from time to time under the Agency Agreement, and in each case includes their successors as Agents under the Agency Agreement.

Copies of the Trust Deed and the Agency Agreement are available for inspection by the Noteholders at the specified office of the Principal Paying Agent at all reasonable times during its usual business hours (being between 9:00 a.m. and 3:00 p.m. on a business day in the place of its specified office) following prior written request and proof of holding and identity to the satisfaction of the Principal Paying Agent.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

1 Form, Denomination, Title and Status

(a) Form and Denomination

The Notes are in registered form, serially numbered, in principal amounts of A\$200,000 each and integral multiples of A\$100,000 in excess thereof (an “**authorised denomination**”).

(b) Title

Title to the Notes will pass by transfer and registration as described in Condition 4. The holder (as defined below in Condition 3) of any Note will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or on the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

(c) Status

The Notes constitute direct, unconditional, unsubordinated and (subject to Condition 2) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves. The payment obligations of the Issuer under the Notes rank equally with all its other existing and future unsecured and unsubordinated obligations, save for, in the event of a winding up, such obligations that may be preferred by provisions of law that are mandatory and of general application.

(d) Status of the Guarantee; Accession and Resignation of Guarantors

(i) **Status:** The payment of any amount of principal and any interest in respect of the Notes and all other moneys payable by the Issuer under, or pursuant to, the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantors in the Trust Deed on a joint and several basis (the “**Guarantee**”). The obligations of each Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 2) unsecured obligations of that Guarantor and (subject as stated above) rank and will rank *pari passu* and rateably with all its other existing and future unsecured and unsubordinated obligations, save for, in the event of a winding up, such obligations that may be preferred by provisions of law that are mandatory and of general application.

(ii) **Accession of a Guarantor:** The Issuer and/or an Initial Guarantor may at any time cause any entity to (and shall promptly cause that entity to) become a Guarantor in accordance with Clause 3.9 of the Trust Deed.

(iii) **Resignation of a Guarantor:** The Issuer may at any time request that a Guarantor ceases to be a Guarantor in accordance with this Condition 1(d)(iii) and Clause 3.10 of the Trust Deed, provided that the Issuer and the Guarantors will ensure that as a result of such resignation:

- (A) no Event of Default is subsisting;
- (B) the RE is a Guarantor;
- (C) the aggregate EBITDA of the Obligor Group (without double counting) accounts for not less than 90 per cent. of EBITDA of the Group; and
- (D) the aggregate Total Tangible Assets of the Obligor Group (without double counting) accounts for not less than 90 per cent. of Total Tangible Assets of the Group,

and provided that the Issuer will be deemed to be in compliance with this Condition 1(d)(iii) if it causes any members of the Group that are required to become members of the Obligor Group from time to time in order to ensure compliance with this Condition 1(d)(iii) to

accede (in accordance with the Trust Deed) as Guarantors under the Trust Deed and to comply with Conditions 1(d)(iii)(C) and 1(d)(iii)(D) within:

- (A) 20 Sydney business days of such requirement arising; or
- (B) in the case of a Subsidiary of CIP which has become a member of the Group and which is required to complete any financial assistance whitewash procedures required under Part 2J.3 of the Corporations Act (or equivalent laws in any other applicable jurisdictions) in connection with such accession, within 45 days (or such longer period as the equivalent laws in any other applicable jurisdictions require) of the first general meeting of CIP held after the relevant Subsidiary (which is required to become a Guarantor) becomes a member of the Group.

2 Negative Pledge

So long as any of the Notes remain outstanding (as defined in the Trust Deed), neither the Issuer nor any Guarantor will create or permit to subsist any Security Interest upon the whole or any part of its present or future business, undertaking, property, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee of, or indemnity in respect of, any Relevant Indebtedness unless in any such case, before or at the same time as the creation of the Security Interest, any and all necessary action shall have been taken to the satisfaction of the Trustee to ensure that:

- (a) all amounts payable by it under the Notes, the Trust Deed and the Guarantee are secured by the relevant Security Interest equally and rateably with the Relevant Indebtedness or guarantee or indemnity, as the case may be, to the satisfaction of the Trustee; or
- (b) 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 it under the Notes, the Trust Deed and the Guarantee either:
 - (i) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders; or
 - (ii) as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

3 Definitions

In these Conditions, unless otherwise provided:

“Accounting Standards” means:

- (a) subject to paragraph (b) of this definition, the accounting standards as prescribed by the Australian Accounting Standards Board established under the Australian Securities and Investments Commission Act 2001 of Australia and required to be complied with in accordance with laws, as may be varied from time to time; and
- (b) in respect of any person that is not incorporated in Australia, the accounting principles and standards generally accepted from time to time in the jurisdiction of incorporation of such person, in each case, as may be varied from time to time;

“Additional Cash Alternative Amount” has the meaning provided in Condition 6(m);

“Additional Units” has the meaning provided in Condition 6(c);

“**ASX Listing Rules**” means the listing rules of the Australian Securities Exchange as waived or modified by the Australian Securities Exchange in respect of any of the Issuer, a Unit or the Notes in any particular case;

“**Auditors**” means the auditors for the time being of the Issuer and each Guarantor or, if they are unable or unwilling to carry out any action requested of them under the Trust Deed or the Notes, such other firm of accountants as may be nominated by the Issuer or each Guarantor and notified in writing to the Trustee by the Issuer or such Guarantor for the purpose;

“**Australian dollars**” and “**A\$**” mean the lawful currency of the Commonwealth of Australia from time to time;

“**Australian Securities Exchange**” means ASX Limited (ABN 98 008 624 691) or the market operated by it, as the context requires;

“**business day**” means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place;

“**Cash Alternative Amount**” means, in respect of any exercise of Exchange Rights in respect of which the Issuer shall have made a Cash Alternative Election, an amount in Australian dollars (rounded to the nearest whole multiple of A\$0.01, with A\$0.005 being rounded upwards) calculated in accordance with the following formula and which shall be payable to a Noteholder in respect of the relevant number of Cash Settled Securities specified in the relevant Cash Alternative Election Notice:

$$CAA = \sum_{n=1}^N \frac{1}{N} \times S \times P_n$$

where:

CAA = the Cash Alternative Amount;

S = the number of Cash Settled Securities;

P_n = the Volume Weighted Average Price of a Unit (translated if necessary into Australian dollars at the Prevailing Rate) on the n-th dealing day of the Cash Alternative Calculation Period; and

N = 20, being the number of dealing days in the Cash Alternative Calculation Period,

provided that:

- (i) if any Distribution or other entitlement in respect of the Units is announced, whether on or prior to or after the relevant Exchange Date, in circumstances where the record date or other due date for the establishment of entitlement in respect of such Distribution or other entitlement shall be on or after the relevant Exchange Date and if on any dealing day in the Cash Alternative Calculation Period the price determined as provided above is based on a price ex- such Distribution or other entitlement, then the Volume Weighted Average Price on such dealing day shall be increased by an amount equal to the Fair Market Value of any such Distribution or other entitlement per Unit as at the Ex-Date in respect of such Distribution or other entitlement, provided that where such Fair Market Value as aforesaid cannot be determined in accordance with these Conditions before the third business day in Sydney prior to the date on which payment of the Cash Alternative Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as is determined in good faith to be appropriate by a Financial Adviser no later than such third business day in Sydney prior to such payment date as aforesaid; and

- (ii) if any doubt shall arise as to the calculation of the Cash Alternative Amount or if such amount cannot be determined as provided above, the Cash Alternative Amount shall be equal to such amount as is determined in such other manner as a Financial Adviser shall consider in good faith to be appropriate to give the intended result;

“Cash Alternative Calculation Period” means the period of 20 consecutive dealing days commencing on the third dealing day following the Cash Election Date;

“Cash Alternative Election” has the meaning provided in Condition 6(m);

“Cash Distribution” means:

- (a) any Distribution which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of **“Spin-Off”**; and
- (b) any Distribution determined to be a Cash Distribution pursuant to paragraph (a) or paragraph (b) of the definition of **“Distribution”**, and for the avoidance of doubt, a Distribution falling within paragraph (d) or paragraph (e) of the definition of **“Distribution”** shall be treated as being a Non-Cash Distribution;

“Cash Election Date” has the meaning provided in Condition 6(m);

“Cash Settlement Ratio” means, in respect of an exercise of Exchange Rights the subject of a Cash Alternative Election, such number as is equal to;

- (a) the Cash Settled Securities in respect of such exercise of Exchange Rights; divided by
- (b) the Reference Securities in respect of such exercise of Exchange Rights;

“Cash Settled Securities” means, in respect of any exercise of Exchange Rights by a Noteholder, such number of Units (which shall not exceed the number of Reference Securities in respect of such exercise) as determined by the Issuer and notified to the relevant Noteholder in the relevant Cash Alternative Election Notice in accordance with Condition 6(m);

“Change of Control” has the meaning provided in Condition 6(b)(x);

“Change of Control Exchange Price” has the meaning provided in Condition 6(b)(x);

“Change of Control Exchange Right Amendment” has the meaning provided in Condition 11(b)(vi);

“Change of Control Notice” has the meaning provided in Condition 6(f);

“Change of Control Period” has the meaning provided in Condition 6(b)(x);

“Change of Control Put Date” has the meaning provided in Condition 7(e)(i);

“Change of Control Put Exercise Notice” has the meaning provided in Condition 7(e)(i);

“CIP” means Centuria Industrial REIT (ARSN 099 680 252) and, where the context requires, the RE in its capacity as the responsible entity of CIP;

“Closing Date” means 2 March 2023;

“Closing Price” for the Units for any dealing day shall be the closing market price quoted by the Relevant Stock Exchange for such dealing day;

“control”, in respect of a person, has the meaning set out in section 50AA of the Corporations Act;

“Corporations Act” means the Corporations Act 2001 (Cth) of Australia;

“**Current Market Price**” means, on any date, the arithmetic average of the Volume Weighted Average Price of a Unit on each of the five consecutive dealing days ending on (and including) the dealing day immediately preceding such date, provided that:

- (a) for the purposes of determining the Current Market Price pursuant to Condition 6(b)(iv) or Condition 6(b)(vi) in circumstances where the relevant event relates to an issue of Units, if at any time during the said five consecutive dealing-day period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price ex- Distribution (or ex- any other entitlement) and/or during some other part of that period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price cum- Distribution (or cum-any other entitlement), then:
 - (A) if the Units to be so issued do not rank for the Distribution (or other entitlement) in question, the Volume Weighted Average Price on the dates on which the Units shall have been based on a price cum- such Distribution (or cum- such other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of such Distribution (or other entitlement) per Unit as at the Ex-Date in respect of such Distribution or other entitlement (or, where on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum- such Distribution (or cum- such other entitlement), as at the date of first public announcement of such Distribution or other entitlement), determined on a gross basis and disregarding any withholding or deduction required to be made under or in connection with, or in order to ensure compliance with FATCA, or for or on account of tax, and disregarding any associated tax credit; or
 - (B) if the Units to be so issued do rank for the Distribution (or other entitlement) in question, the Volume Weighted Average Price on the dates on which the Units shall have been based on a price ex- such Distribution (or ex- such other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Distribution (or other entitlement) per Unit as at the Ex-Date in respect of such Distribution or other entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made under or in connection with, or in order to ensure compliance with FATCA, or for or on account of tax, and disregarding any associated tax credit;
- (b) for the purposes of any calculation or determination required to be made pursuant to paragraphs (a)(i) or (a)(ii) of the definition of “**Distribution**”, if on any of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum- the relevant Distribution or capitalisation giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on any such dealing day shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant Cash Distribution as at the Ex-Date in respect thereof; and
- (c) for any other purpose, if any day during the said five consecutive dealing-day period was the Ex-Date in respect of any Distribution (or other entitlement) the Volume Weighted Average Prices that shall have been based on a price cum- such Distribution (or other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Distribution (or other entitlement) per Unit as at the Ex-Date in respect of such Distribution (or other entitlement), determined on a gross basis and disregarding any withholding or deduction required to be made under or in connection with, or in order to ensure compliance with FATCA, or for or on account of tax, and disregarding any associated tax credit;

“dealing day” means, in respect of the Units, or, as the case may be, other Securities, Spin-Off Securities, options, warrants or other rights or assets, a day on which the Relevant Stock Exchange in respect thereof is open for business, and on which such Units, or, as the case may be, other Securities, Spin-Off Securities, options, warrants or other rights or assets (as the case may be) may be dealt in (other than a day on which such Relevant Stock Exchange is scheduled to or does close prior to its regular closing time), provided that, unless otherwise specified, references to **“dealing day”** shall mean a dealing day in respect of the Units;

“Delisting” has the meaning provided in Condition 7(e)(ii);

“Delisting Notice” has the meaning provided in Condition 7(e)(ii);

“Delisting Period” has the meaning provided in Condition 7(e)(ii);

“Delisting Put Date” has the meaning provided in Condition 7(e)(ii);

“Delisting Put Exercise Notice” has the meaning provided in Condition 7(e)(ii);

“Delisting Put Price” has the meaning provided in Condition 7(e)(ii);

“Delisting Put Right” has the meaning provided in Condition 7(e)(ii);

“Derivative Transaction” means any transaction comprising a swap, forward or option transaction, cap, floor or collar transaction, credit protection transaction or credit spread transaction;

“Distribution” means any dividend or distribution to Unitholders (including a Spin-Off) whether of cash, assets or other property and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account and including a distribution or payment to Unitholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Units, or other Units credited as fully or partly paid up by way of capitalisation of profits or reserves) provided that:

- (a) where a Distribution in cash is announced which may at the election of a Unitholder or Unitholders be satisfied by the issue of Units or other property or assets, or where a capitalisation of profits or reserves (including any share premium account or capital redemption reserve) is announced which is may at the election of a Unitholder or Unitholders be satisfied by the payment of cash, then for the purposes of this definition the Distribution or capitalisation in question shall be treated as a Cash Distribution of an amount equal to the greater of:
 - (i) the Fair Market Value of such cash amount; and
 - (ii) the Current Market Price of such Units or, as the case may be, Fair Market Value of such other property or assets as at the Ex-Date in respect of the relevant Distribution or capitalisation (or, if later, the date on which the number of Units (or amount of property or assets, as the case may be) which may be issued is determined); provided that where such Distribution is satisfied by the issue of Units pursuant to the DRP, then for the purposes of this definition the Distribution in question shall be treated as a Cash Distribution of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant Distribution, unless the discount (as publicly announced by the Issuer) per Unit under the DRP at which Units may be issued pursuant to the DRP (the **“DRP Discount”**) in respect of such Distribution is more than five per cent.; in which case the Distribution shall be treated as a Cash Distribution of an amount equal to the Fair Market Value (as at the Ex-Date in respect of the relevant Distribution) of an amount calculated in accordance with the following formula:

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

where:

A is the cash amount of the relevant Distribution; and

B equals one minus the DRP Discount;

- (b) where there shall be any issue of Units to Unitholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue is or is expressed to be in lieu of a Distribution (whether or not a cash Distribution equivalent or amount is announced) or a Distribution in cash that is to be satisfied by the issue of Units or other property or assets, the capitalisation or Distribution in question shall be treated as a Cash Distribution of an amount equal to the Current Market Price of such Units or, as the case may be, the Fair Market Value of such other property or assets as at the Ex-Date in respect of the relevant capitalisation or Distribution (or, if later, the date on which the number of Units or amount of such other property or assets, as the case may be, is determined), save that where a Distribution in cash is announced which is to be satisfied by the issue of Units where the number of Units to be issued is to be determined during a period following such announcement and is to be determined by reference to the closing price or volume weighted average price or any like or similar pricing benchmark of the Units, without factoring any discount or premium, then such Distribution shall be treated as a Cash Distribution in an amount equal to the Fair Market Value of such cash amount as at the date on which such cash amount is determined as aforesaid;
- (c) any issue of Units falling within Condition 6(b)(i) or Condition 6(b)(ii) shall be disregarded;
- (d) a purchase or redemption or buy back of the share capital of CIP by, or on behalf of, CIP or any other member of the Group shall not constitute a Distribution unless, in the case of a purchase or redemption or buy back of Units by or on behalf of CIP or any member of the Group, the weighted average price per Unit (before expenses) on any one day (a “**Specified Security Day**”) in respect of such purchases or redemptions or buy backs (translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such day) exceeds by more than five per cent. the Current Market Price of one Unit on the Specified Security Day or, where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Unitholders or any notice convening such a meeting of Unitholders) has been made of the intention to purchase, redeem or buy back Units at some future date at a specified price or where a tender offer is made, on the date of such announcement or the date of first public announcement of such tender offer (and regardless of whether or not a price per Unit, a minimum price per Unit or a price range or a formula for the determination thereof is or is not announced at such time), in which case such purchase, redemption or buy back shall be deemed to constitute a Distribution in the Relevant Currency in an amount equal to the amount by which the aggregate price paid (before expenses) in respect of such Units purchased, redeemed or bought back by, or on behalf of, CIP or, as the case may be, any member of the Group (translated where appropriate into the Relevant Currency as provided above) exceeds the product of:
 - (i) 105 per cent. of the Current Market Price of one Unit as aforesaid; and
 - (ii) the number of Units so purchased, redeemed or bought back; and
- (e) if CIP or any other member of the Group shall purchase, redeem or buy back any depositary or other receipts or certificates representing Units, the provisions of paragraph (d) of this definition

shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by a Financial Adviser;

“**DRP**” means any distribution reinvestment plan of the Units implemented by CIP from time to time (if any);

“**EBITDA**” means, in respect of any period and any entity or group of entities, the profit or loss (where a loss is to be treated as a negative number) of that entity before accounting for:

- (a) Interest Expense;
- (b) income Tax (including any deferred income Tax);
- (c) any non-cash significant items and performance fees;
- (d) any change in fair value of any investment properties;
- (e) any unrealised gain or loss in respect of any financial instrument;
- (f) any revaluations and internal financial reporting standard adjustments relating to straight-lining or fixed rental increases and amortisation of lease incentives;
- (g) any realised gains or losses incurred from the sale of investment properties; and
- (h) any debt or swap break costs or early settlement fees or amortisation charge which is charged as a result of early repayment of any bank loan or early swap termination;

“**Effective Date**” has the meaning provided in Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v), 6(b)(vi), 6(b)(vii), 6(b)(viii) and 6(b)(ix) (as the context so requires);

“**equity share capital**” means, in relation to a company, its issued share capital excluding any part of that capital which, neither as regards dividends nor as regards capital, carries any right to participate beyond a specified amount in a distribution;

“**Event of Default**” has the meaning provided in Condition 10;

“**Exchange Date**” has the meaning provided in Condition 6(g);

“**Exchange Notice**” has the meaning provided in Condition 6(g);

“**Exchange Period**” has the meaning provided in Condition 6(a);

“**Exchange Period Commencement Date**” has the meaning provided in Condition 6(a);

“**Exchange Price**” has the meaning provided in Condition 6(a);

“**Exchange Right**” has the meaning provided in Condition 6(a);

“**Ex-Date**” means, in respect to any Distribution (including, without limitation, any Spin-Off), capitalisation, consolidation, reclassification, redesignation or subdivision, issue, grant, offer or other entitlement in respect of the Units, the first dealing day on which the Units are traded ex- the relevant Distribution, capitalisation, consolidation, reclassification, redesignation or subdivision, issue, grant, offer or other entitlement (or, in the case of a purchase, redemption or buy back of Units (or any depositary or other receipts or certificates representing Units), the date on which such purchase, redemption or buy back is made, and provided that, for the avoidance of doubt, the Ex-Date in respect of a Cash Distribution pursuant to paragraph (a) or paragraph (b) of the definition of “**Distribution**” shall be deemed to be the Ex-Date in respect of the relevant Distribution or capitalisation as referred to therein;

“Exempt Newco Scheme” means a Newco Scheme (as defined below) where immediately after completion of the relevant Newco Scheme, the ordinary shares or units (or equivalent) of Newco (as defined below) are:

- (a) admitted to trading on the Relevant Stock Exchange; or
- (b) admitted to listing on such other regulated, regularly operating, recognised stock exchange or securities market as the Issuer or Newco may determine;

“Extraordinary Resolution” has the meaning provided in the Trust Deed;

“FATCA” when used in these Conditions means:

- (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above of this definition; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above of this definition with the Internal Revenue Service of the United States of America, the government of the United States of America or any governmental or taxation authority in any other jurisdiction;

“Fair Market Value” means, on any date (the **“FMV Date”**):

- (a) in the case of a Cash Distribution, the amount of such Cash Distribution;
- (b) in the case of any other cash amount, the amount of such cash;
- (c) in the case of Units, other Securities, Spin-Off Securities, options, warrants or other rights or assets which are publicly traded on a market of adequate liquidity (as determined by a Financial Adviser), the arithmetic mean of the daily Volume Weighted Average Prices of such Units, other Securities, Spin-Off Securities, options, warrants or other rights or assets during the period of five dealing days for such Units, other Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such FMV Date (or, if later, the date (the **“Adjusted FMV Date”**) which is the first such dealing day such Units, other Securities, Spin-Off Securities, Securities, options, warrants or other rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Units, other Securities, Spin-Off Securities, options, warrants or other rights or assets shall instead be determined pursuant to paragraph (d) below, and no such Adjusted FMV Date shall be deemed to apply) or such shorter period as such Spin-Off Securities, Securities, options, warrants or other rights or assets are publicly traded; and
- (d) in the case of Spin-Off Securities, Securities, options, warrants or other rights or assets which are not publicly traded on a market of adequate liquidity (as aforesaid) or where otherwise provided in paragraph (c) above to be determined pursuant to this paragraph (d), an amount determined in good faith by a Financial Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Unit, the distribution yield of a Unit, the volatility of such market price, prevailing interest rates and the terms of such Spin-Off Securities, Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof.

Such amounts in the case of (a) above of this definition shall be translated into the Relevant Currency (if declared or paid or payable in a currency other than the Relevant Currency, and if the relevant Cash Distribution is payable at the option of the Issuer or a Unitholder in any currency additional to the Relevant Currency, the relevant Cash Distribution shall be treated as payable in the Relevant Currency) at the rate of exchange used to determine the amount payable to Unitholders who were paid or are to be paid or are entitled to be paid the Cash Distribution in the Relevant Currency; and in any other case, shall be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on such FMV Date (or, as the case may be, the Adjusted FMV Date).

In addition, in the case of (a) and (b) above of this definition, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made under or in connection with, or in order to ensure compliance with FATCA, or for or on account of tax and disregarding any associated tax credit;

“Final Maturity Date” means 2 March 2028;

“Financial Adviser” means an independent investment bank of international repute or an independent financial adviser with appropriate expertise, appointed by the Issuer or each Guarantor (at its own expense) and notified in writing to the Trustee or, if the Issuer and each Guarantor fail to make such appointment and such failure continues for a period of 30 days, appointed by the Trustee following notification to the Issuer and each Guarantor, provided that the Trustee has no obligation to make such appointment unless it has been indemnified and/or provided with security and/or pre-funding to its satisfaction in respect of the costs, fees and expenses of such adviser, and provided further that the Trustee shall not be responsible or liable to the Noteholders, the Issuer, the Guarantors, CIP, the RE, any member of the Group or any other person (a) for any such appointment or in the event that it does not appoint a Financial Adviser where (i) it has not been indemnified and/or provided with security and/or pre-funding to its satisfaction in respect of the costs, fees and expenses of such adviser or (ii) in its absolute discretion there is no independent investment bank of international repute or independent financial adviser with appropriate expertise which is able and willing to act as such Financial Adviser or (b) for any calculation or determination of any Financial Adviser or (c) for any act, omission or failure of, by or on the part of any Financial Adviser (whether appointed by the Issuer, any Guarantor or the Trustee);

“Financial Indebtedness” means, without double counting, any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standards, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) consideration for the acquisition of assets or services payable more than 90 days after acquisition;
- (h) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

- (i) any Derivative Transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any Derivative Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Derivative Transaction, that amount) shall be taken into account);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above of this definition;

“Financial Statements” means in respect of a period:

- (a) a statement of financial position as at the end of that period;
- (b) a statement of comprehensive income for that period;
- (c) a statement of changes in equity for that period; and
- (d) a statement of cash flows for that period,

together with notes to those statements and any accompanying reports, statements, declarations and other documents or information, including the auditor’s report (where applicable);

“Further Notes” means any further Notes issued pursuant to Condition 18 and consolidated and forming a single series with the then outstanding Notes;

“Group” means the Issuer, each Guarantor, CIP and each of their respective Subsidiaries and their controlled entities, and a **“member of the Group”** means any such entity;

“Guarantor” means:

- (a) each of the Initial Guarantors; and
- (b) any entity that accedes to the Guarantee as a Guarantor in accordance with Condition 1(d) and the Trust Deed from time to time,

which, in each case, has not ceased to be a Guarantor in accordance with the terms in these Conditions and the Trust Deed;

“Interest Expense” means, for a period and any entity or group of entities, interest and amounts in the nature of interest, or having a similar purpose or effect to interest, which in accordance with the Accounting Standards would be included in the statement of financial performance as having been paid or incurred by the entity or group of entities, including without limitation:

- (a) discount and acceptance fees payable (or deducted) in relation to any Financial Indebtedness;
- (b) the net amount payable in respect of Derivative Transactions entered into to hedge CIP’s interest payment obligations;
- (c) the portion of hire and rental payment under a finance lease which exceeds the reduction of principal indebtedness attributable to that finance lease resulting from those payments;
- (d) fees of a regular and recurring nature payable in connection with the issue or maintenance of any bond, letter of credit, guarantee or other assurance against financial loss which constitutes debt and is issued by a third party on behalf of a specified group; and

- (e) commitment, utilisation and non-utilisation fees of a regular and recurring nature payable or incurred in relation to Financial Indebtedness;

“Initial Guarantors” means each of the entities named as such (and in the capacity specified) in Schedule 8 (*Initial Guarantors*) to the Trust Deed;

“Interest Payment Date” has the meaning provided in Condition 5(a);

“Interest Period” has the meaning provided in Condition 5(a);

“Interest Rate” has the meaning provided in Condition 5(a);

“Market Price” means the Volume Weighted Average Price of a Unit on the relevant Reference Date, provided that if any Distribution or other entitlement in respect of the Unit is announced whether on or prior to or after the relevant Exchange Date in circumstances where the record date or other due date for the establishment of entitlement in respect of such Distribution or other entitlement shall be on or after the Exchange Date and if, on the relevant Reference Date, the Volume Weighted Average Price of a Unit is based on a price ex- Distribution or ex- any other entitlement, then such price shall be increased by an amount equal to the Fair Market Value of such Distribution or entitlement per Unit as at the Ex-Date in respect of such Distribution or entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made under or in connection with, or in order to ensure compliance with FATCA, or for or on account of tax, and disregarding any associated tax credit;

“Material Adverse Effect” means a material adverse effect on:

- (a) the validity or enforceability of all or a material provision of the Notes or any Transaction Document;
- (b) the material rights or remedies of the Trustee and/or a Noteholder under the Notes or any Transaction Document;
- (c) the ability of the Issuer and the Guarantors (taken as a whole) to observe or perform their obligations under the Notes and the Transaction Documents; or
- (d) the assets, operations, condition (financial or otherwise), business or prospects of the Issuer and the Guarantors (taken as a whole);

“Newco Scheme” means a Scheme of Arrangement or meeting of the Unitholders (a **“Top Hat Restructure”**) which effects the interposition of one or more limited liability companies or trusts (each, a **“Newco”**) between the Unitholders of CIP immediately prior to completion of the Top Hat Restructure (the **“Existing Unitholders”**) and CIP, provided that:

- (a) only shares or units or equivalent of Newco or depositary or other receipts or certificates representing shares or units or equivalent of Newco are issued to Existing Unitholders;
- (b) immediately after completion of the Top Hat Restructure the only holders of shares, units or equivalent of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing shares or units or equivalent of Newco (other than a nominal holding by initial subscribers or a holding pursuant to a sale facility for ineligible Existing Units under the terms of the Top Hat Restructure) are Existing Unitholders holding in the same proportions as immediately prior to completion of the Top Hat Restructure (excluding the holdings of any Existing Unitholders who are ineligible due to applicable securities laws from receiving new shares or units or equivalent of Newco or depositary or other receipts or certificates representing shares or units or equivalent of Newco);

- (c) immediately after completion of the Top Hat Restructure, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only Unitholder of CIP;
- (d) all Subsidiaries of CIP immediately prior to the Top Hat Restructure (other than Newco, if Newco is then a Subsidiary of CIP) are Subsidiaries of CIP (or of Newco) immediately after completion of the Top Hat Restructure; and
- (e) immediately after completion of the Top Hat Restructure CIP (or Newco) holds, directly or indirectly, the same percentage of the share capital and equity share capital of those Subsidiaries as was held by CIP immediately prior to the Top Hat Restructure;

“Noteholder” and, in relation to a Note, **“holder”** means the person in whose name a Note is registered in the Register (as defined in Condition 4(a));

“Noteholder Put Exercise Notice” has the meaning provided in Condition 7(e)(iii);

“Obligor Group” means the Issuer and the Guarantors (taken as a whole);

“Offer Period” has the meaning given to it in the Corporations Act and, in addition, also includes:

- (a) any period commencing on the date of first public announcement of an offer or tender (howsoever described) by any person or persons in respect of all or a majority of the issued and outstanding Units and ending on the date that offer ceases to be open for acceptance or, if earlier, on which that offer lapses, terminates; or
- (b) any period commencing on the date of first public announcement of a Scheme of Arrangement relating to the acquisition of all or a majority of the issued and outstanding Units and ending on the date such Scheme of Arrangement is or becomes effective or, if earlier, the date such Scheme of Arrangement is cancelled or terminated;

“Offshore Associate” means an **“associate”** (within the meaning of section 128F(9) of the Income Tax Assessment Act 1936 of the Commonwealth of Australia) of the Issuer that is either: (a) a non-resident of Australia and does not or would not acquire the Notes or an interest in the Notes, or receive a payment in relation to the Notes, in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or (b) a resident of Australia and which acquires or would acquire the Notes or an interest in the Notes, or receives a payment in relation to the Notes, in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country; which (i) in respect of acquiring the Notes, does not acquire Notes in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes, or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme; and (ii) in respect of receiving a payment in relation to the Notes, does not receive the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme;

“Optional Redemption Date” has the meaning provided in Condition 7(b);

“Optional Redemption Notice” has the meaning provided in Condition 7(b);

a **“person”** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

“Physically Settled Securities” means, in respect of any exercise of Exchange Rights:

- (a) the number of Reference Securities; or

- (b) where such exercise is the subject of a Cash Alternative Election, such number of Units (which may be equal to zero) as is equal to the number of Reference Securities minus the number of Cash Settled Securities;

“Potential Event of Default” means an event or circumstance which could with the giving of notice, the lapse of time, issue of a certificate and/or fulfilment of any other requirement become an Event of Default;

“Prevailing Rate” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at or about 12:00 noon (Sydney time) on that date (for the purpose of this definition, the **“Original Date”**) as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be so determined, the rate prevailing as at or about 12:00 noon (Sydney time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined, the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as a Financial Adviser shall consider appropriate;

“Record Date” has the meaning provided in Condition 8(c);

“Reference Date” has the meaning provided in Condition 6(a);

“Reference Securities” means, in respect of any exercise of Exchange Rights by a Noteholder, the number of Units (rounded down, if necessary, to the nearest whole number) determined by dividing the aggregate principal amount of the Notes the subject of the relevant exercise of Exchange Rights by the Exchange Price in effect on the relevant Exchange Date;

“Register” has the meaning provided in Condition 4(a);

“Relevant Currency” means Australian dollars or such other currency in which the Units are quoted or traded on the Relevant Stock Exchange at the relevant time;

“Relevant Date” means, in respect of any Note, whichever is the later of:

- (a) the date on which payment in respect of it first becomes due; and
- (b) if any amount of the money payable is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given by the Issuer or each Guarantor to the Noteholders in accordance with Condition 17 that, upon further presentation of the Note, where required pursuant to these Conditions, being made, such payment will be made, provided that such payment is in fact made as provided in these Conditions;

“Relevant Indebtedness” means any present or future indebtedness (whether being principal, premium, interest or other amounts) in the form of or represented by notes, bonds, debentures, debenture stock, loan stock or other securities, whether issued for cash or in whole or in part for a consideration other than cash and which (in any case) are or are capable of being quoted, listed or ordinarily dealt in on any recognised listing authority, stock exchange, securities quotation system or over-the-counter or other securities market and for the avoidance of doubt, excluding any cash advance facility, loan or debt not constituted by a note, bond, debenture, debenture stock, loan stock of other security;

“Relevant Stock Exchange” means:

- (a) in respect of the Units, the Australian Securities Exchange or if at the relevant time the Units are not at that time listed and admitted to trading on the Australian Securities Exchange, the principal stock exchange or securities market on which the Units are then listed and admitted to trading; and

- (b) in respect of any Securities (other than the Units), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are then listed and admitted to trading,

provided that, unless otherwise specified, references to “**Relevant Stock Exchange**” shall mean the Relevant Stock Exchange in respect of the Units;

“**Retroactive Adjustment**” has the meaning provided in Condition 6(c);

“**Scheme of Arrangement**” means a scheme of arrangement or analogous procedure (including a trust scheme);

“**Securities**” means any securities including, without limitation:

- (a) the shares and/or any units (including the Units) in the capital of CIP; and
- (b) shares, units, options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of CIP;

“**Security Interest**” means any mortgage, charge, pledge, lien or other encumbrance or security interest securing any obligation of any person or any other agreement having a similar effect, but excludes any interest of:

- (a) a consignor under a consignment of goods (other than retention of title);
- (b) a lessor under a lease of goods which would, in accordance with the Accounting Standards, not be treated as a finance lease or capital lease;
- (c) a bailor under a bailment (other than a bailment by way of or pursuant to a pledge, lien, charge or similar transaction); or
- (d) a transferee under a transfer of an account or chattel paper (other than an assignment or mortgage or otherwise by way of security for the payment or performance of an obligation);

“**Specified Date**” has the meaning provided in Conditions 6(b)(vi), 6(b)(vii) and 6(b)(viii);

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by CIP to Unitholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than CIP) to Unitholders as a class or, in the case of or in connection with a Scheme of Arrangement, Existing Unitholders as a class (but excluding the issue and allotment of shares and/or units (or depositary or other receipts or certificates representing such shares or units) by Newco to Existing Unitholders as a class), pursuant in each case to any arrangements with the Issuer, each Guarantor or any other member of the Group;

“**Spin-Off Securities**” means equity share capital of an entity other than CIP or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than CIP;

“**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;

“**Tax Authority**” means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official, having power to tax to which the Issuer (or a Guarantor as the case may be) becomes subject in respect of payments made by it of principal or interest in respect of the Notes;

“**Taxes**”, when used in these Conditions, means any applicable tax, levy, impost, duty, or other charge or withholding of a similar nature imposed or levied by any Tax Authority (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

“**Tax Redemption Date**” has the meaning provided in Condition 7(c);

“**Tax Redemption Notice**” has the meaning provided in Condition 7(c);

“**Total Tangible Assets**” in relation to an entity or group of entities the figure attributed to total assets of that entity or group of entities based on the most recent Financial Statements provided by CIP under these Conditions;

“**Trading Days**” means a day when the Relevant Stock Exchange is open for dealing business;

“**Transaction Documents**” means the Notes, the Agency Agreement and the Trust Deed, together with any amendments or supplements thereto;

“**Trust**” means, in relation to each Guarantor who is expressed as providing the Guarantee in its capacity as trustee, custodian or responsible entity of a trust, that trust;

“**Units**” means a unit traded on the Australian Securities Exchange as a single listed security with the ticker code “CIP” (or any replacement identifier code), comprising one ordinary unit in CIP as provided for pursuant to the terms of the constitution of CIP or units of any class or classes resulting from any subdivision, consolidation or re-classification of those Units;

“**Unitholders**” means the holders of Units;

“**Volume Weighted Average Price**” means, in respect of a Unit or, as the case may be, other Security, Spin-Off Security, option, warrant or other right or asset on any dealing day in respect thereof, the volume-weighted average price on the Relevant Stock Exchange in respect thereof of a Unit, or, as the case may be, other Security, Spin-Off Security, option, warrant or other right or asset as published by or derived from Bloomberg page “HP” (or any other successor or page) (setting “**Weighted Average Line**”, or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such Unit or, as the case may be, other Security, Spin-Off Security, option, warrant or other right or asset and such Relevant Stock Exchange (and for the avoidance of doubt such Bloomberg page for the Units as at the Closing Date is “CIP AU Equity HP”), if any or, in any such case, such other source (if any) as shall be determined to be appropriate by a Financial Adviser on such dealing day, and translated, if not in the Relevant Currency, by such Financial Adviser into the Relevant Currency at the Prevailing Rate on such dealing day, provided that:

- (a) if on any such dealing day (for the purposes of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Unit, or, as the case may be, other Security or a Spin-Off Security, option, warrant or other right or asset in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day in respect thereof on which the same can be so determined, provided however that if such immediately preceding

dealing day falls prior to the fifth day before the Original Date, the Volume Weighted Average Price in respect of such dealing day shall be considered to be not capable of being determined pursuant to this proviso (i); and

- (b) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of a Unit, or, as the case may be, other Security or a Spin-Off Security, option, warrant or other right or asset shall be determined as at the Original Date by a Financial Adviser in such manner as it shall determine in good faith to be appropriate; and

“Voting Rights” means the right generally to vote at a general meeting of Unitholders of CIP (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency) or to elect the majority of the members of the board of directors or other governing body of CIP.

References to any act or statute or provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Unitholders or Existing Unitholders **“as a class”** or **“by way of rights”** shall be taken to be references to an issue or offer or grant to all or substantially all Unitholders or Existing Unitholders, as the case may be, other than Unitholders or Existing Unitholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as a Financial Adviser considers appropriate to reflect any consolidation or sub-division of the Units or any issue of Units by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve), or any like or similar event.

For the purposes of Conditions 3, 6(a), 6(b), 6(c), 6(g), 6(h) and 11 only, (a) references to the **“issue”** of Units or Units being **“issued”** shall include the transfer and/or delivery of Units, whether newly issued and allotted or previously existing or held by or on behalf of the CIP or any Subsidiary of CIP and (b) Units held by or on behalf of CIP or any of the Subsidiaries of CIP (and which, in the case of Condition 6(b)(iv), do not rank for the relevant right or other entitlement) shall not be considered as or treated as **“in issue”** or **“issued”**, or entitled to receive the relevant Distribution, right or other entitlement.

4 Registration and Transfer of Notes

- (a) Registration

The Issuer will cause a register (the **“Register”**) to be kept at the specified office of the Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Notes and the particulars of the Notes held by them and of all transfers, redemptions and exchanges of Notes.

- (b) Transfer

Notes may, subject to the terms of the Agency Agreement and to Conditions 4(c), 4(d) and 4(e), be transferred in whole or in part in an authorised denomination by lodging the relevant Note (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Registrar or any Transfer Agent.

No transfer of a Note will be valid unless and until entered on the Register. A Note may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will (and the Issuer will procure the Registrar to) within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Note, register the relevant transfer and deliver a new Note to the transferee (and, in the case of a transfer of part only of a Note, deliver a Note for the untransferred balance to the transferor) at the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Note by uninsured mail to such address as the transferee or, as the case may be, the transferor may request in writing.

(c) Formalities Free of Charge

Such transfer will be effected without charge subject to:

- (i) the person making such application for transfer paying or procuring the payment (or the giving of such indemnity and/or security and/or prefunding as the Issuer or any of the Agents may require) of any taxes, duties and other governmental charges in connection therewith;
- (ii) the Registrar or the relevant Transfer Agent being satisfied with the documents of title and/or identity of the person making the application; and
- (iii) the Registrar or the relevant Transfer Agent being satisfied such regulations concerning transfer and registration of Notes (the initial regulations being as initially set out in the Agency Agreement) have been complied with. Such regulations may be changed by the Issuer, with the prior written approval of the Trustee and the Registrar, and by the Registrar, with the prior written approval of the Trustee.

(d) Closed Periods

Neither the Issuer nor the Registrar will be required to register the transfer of any Note (or part thereof):

- (i) during the period of 15 days ending on (and including) the day immediately prior to the Final Maturity Date or any earlier date fixed for redemption of the Notes pursuant to Condition 7(b) or Condition 7(c);
- (ii) in respect of which an Exchange Notice has been delivered in accordance with Condition 6(g);
- (iii) in respect of which a holder shall have exercised its option to require the Issuer to redeem pursuant to Condition 7(e); or
- (iv) during the period of 15 days ending on (and including) any Record Date in respect of any payment of interest on the Notes.

(e) Restrictions on transfer

Notes may only be transferred if the offer or invitation giving rise to the transfer:

- (i) does not constitute an offer or invitation for which disclosure is required to be made to investors under Part 6D.2 and Chapter 7 of the Corporations Act;

- (ii) is not made to a person who is a “**retail client**” within the meaning of Section 761G of the Corporations Act; and
- (iii) complies with any applicable law or directive of the jurisdiction where transfer takes place.

5 Interest

(a) Interest Rate

The Notes bear interest from (and including) the Closing Date at the rate (the “**Interest Rate**”) of 3.95 per cent. per annum calculated by reference to the principal amount thereof and payable quarterly in arrear on 2 March, 2 June, 2 September and 2 December in each year (each an “**Interest Payment Date**”), commencing with the Interest Payment Date falling on 2 June 2023.

Interest in respect of any Note shall be calculated per A\$100,000 in principal amount of the Notes (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for each Interest Period (and any period less than a complete Interest Period) shall be equal to the product of the Interest Rate specified above, the Calculation Amount and the actual number of days in the Interest Period (or such other period) divided by 365, rounding the resulting figure to the nearest whole multiple of A\$0.01, with A\$0.005 being rounded upwards.

“**Interest Period**” means the payment period beginning on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

(b) Accrual of Interest

Each Note will cease to bear interest:

- (i) where the Exchange Right shall have been exercised by a Noteholder, from the Interest Payment Date immediately preceding the relevant Exchange Date or, if none, the Closing Date (subject in any such case as provided in Condition 6(j)); or
- (ii) where such Note is redeemed or repaid pursuant to Condition 7 or Condition 10, from the due date for redemption or repayment thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue from the due date for redemption or repayment at the rate specified in Condition 8(f) (both before and after judgment) until whichever is the earlier of:
 - (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant holder; and
 - (B) the day seven days after the Trustee or the Principal Paying Agent has notified Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

6 Exchange of Notes

(a) Exchange Right and Exchange Price

Subject to the right of the Issuer to make a Cash Alternative Election pursuant to Condition 6(m) and also as otherwise as provided below in this Condition 6, each Note shall entitle the holder to

exchange such Note into new Units, credited as fully paid, subject to and as provided in these Conditions (the “**Exchange Right**”).

The number of Units to be issued on exercise of an Exchange Right shall (subject as aforesaid) be determined by dividing the aggregate principal amount of all the Notes to be exchanged by such exchanging Noteholders by the Exchange Price in effect on the relevant Exchange Date, subject to Condition 6(c).

The “**Exchange Price**” in effect on any date means initially A\$4.1625 per Unit, subject to adjustment from time to time as provided in Condition 6(b).

A Noteholder may exercise the Exchange Right in respect of a Note by delivering the certificate evidencing such Note together with a duly completed Exchange Notice to the specified office of any Exchange Agent in accordance with Condition 6(g) whereupon the Issuer shall (subject as provided in these Conditions) procure the issue to, or as directed by, the relevant Noteholder of Units credited as paid up in full as provided in this Condition 6.

Subject to and as provided in these Conditions, the Exchange Right in respect of a Note may be exercised, at the option of the holder thereof, subject to any applicable fiscal or other laws or regulations and as hereinafter provided, at any time on or after 12 April 2023 (the “**Exchange Period Commencement Date**”), provided that the relevant Exchange Date shall not fall later than on the date which is:

- (i) the 10th calendar day prior to the Final Maturity Date; or
- (ii) if such Note is to be redeemed pursuant to Condition 7(b) or Condition 7(c) prior to the Final Maturity Date, the 10th calendar day prior to the date fixed for redemption thereof pursuant to Condition 7(b) or Condition 7(c), or, if there shall be default in making payment in respect of such Note on such date fixed for redemption, the date on which the full amount of such payment becomes available for payment and notice of such availability has been duly given in accordance with Condition 17 or, if earlier, the 10th calendar day prior to the Final Maturity Date,

provided that, in each case, if such final date on which the Exchange Date may fall is not a business day in the place of the specified office of the relevant Exchange Agent where the relevant Note is delivered for exchange, then such final date shall be the immediately preceding business day at the place aforesaid.

Notwithstanding the foregoing, if a Change of Control occurs, the Exchange Right may be exercised prior to the Exchange Period Commencement Date, in which case Noteholders exercising the Exchange Right prior to the Exchange Period Commencement Date shall, as a pre-condition to receiving Units, be required to certify in the Exchange Notice, among other things, that it or, if it is a broker-dealer acting on behalf of a customer, such customer:

- (i) will, on exchange, become the beneficial owner of the Units; and
- (ii) is located outside the United States (within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended).

Exchange Rights may not be exercised:

- (A) following the giving of notice by the Trustee pursuant to Condition 10; or

- (B) in respect of a Note in respect of which the relevant Noteholder has exercised its right to require the Issuer to redeem that Note pursuant to Condition 7(e).

Save in the circumstances described in Condition 6(j) in respect of any notice given by the Issuer pursuant to Condition 7(b) or Condition 7(c), Exchange Rights may not be exercised by a Noteholder in circumstances where the relevant Exchange Date would fall during the period commencing on the Record Date in respect of any payment of interest on the Notes and ending on the relevant Interest Payment Date (both days inclusive).

The period during which Exchange Rights may (subject as provided below) be exercised by a Noteholder is referred to as the “**Exchange Period**”.

Exchange Rights may only be exercised in respect of an authorised denomination. Where Exchange Rights are exercised in respect of part only of a Note, the old certificate in respect of that Note shall be cancelled and a new certificate for the balance thereof shall be issued in lieu thereof without charge but upon payment by the holder of any taxes, duties and other governmental charges payable in connection therewith and the Registrar will within ten business days, in the place of the specified office of the Registrar, following the relevant Exchange Date deliver such new certificate to the Noteholder at the specified office of the Registrar or (at the risk and, if mailed at the request of the Noteholder otherwise than by ordinary mail, at the expense of the Noteholder) mail the new certificate by uninsured mail to such address as the Noteholder may request.

Fractions of Units will not be issued on exercise of Exchange Rights or pursuant to Condition 6(c) and no cash payment or other adjustment will be made in lieu thereof. However, if the Exchange Right in respect of more than one Note is exercised at any one time pursuant to any one Exchange Notice, the number of such Units to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Notes being so exchanged and rounded down to the nearest whole number of Units.

The Issuer will procure that the Units to be issued on exchange will be issued to the Noteholders completing the relevant Exchange Notice or their nominee. Such Units will be deemed to be issued as of the relevant Exchange Date. Any Additional Units to be issued pursuant to Condition 6(c) will be deemed to be issued as of the date the relevant Retroactive Adjustment takes effect or as at the date of issue of Units if the adjustment results from the issue of Units (each such date, the “**Reference Date**”).

The Issuer and each of the Guarantors undertake to make or cause to be made, an application for the Units to be issued on exchange of the Notes to be quoted on the Relevant Stock Exchange.

(b) **Adjustment of Exchange Price**

Upon the happening of any of the events described below, the Exchange Price shall be adjusted as follows:

- (i) **Consolidation, reclassification, redesignation or subdivision:** If and whenever there shall be a consolidation, reclassification, redesignation or subdivision in relation to the Units which alters the number of Units in issue, the Exchange Price shall be adjusted by multiplying the Exchange Price in force immediately prior to the Effective Date by the following fraction:

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

where:

A is the aggregate number of Units in issue immediately before such consolidation, reclassification, redesignation or subdivision, as the case may be; and

B is the aggregate number of Units in issue immediately after, and as a result of, such consolidation, reclassification, redesignation or subdivision, as the case may be.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(i), the date on which the consolidation, reclassification, redesignation or subdivision, as the case may be, takes effect.

- (ii) **Capitalisation of profits or reserves:** If and whenever CIP shall issue any Units credited as fully paid to the Unitholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than where it is determined to constitute a Cash Distribution, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

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

where:

A is the aggregate number of Units in issue immediately before such issue; and

B is the aggregate number of Units in issue immediately after such issue.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(ii), the date of issue of such Units.

- (iii) **Distribution:**

- (A) If and whenever CIP shall declare, announce, make or pay any Non-Cash Distribution to the Unitholders, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

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

where:

A is the Current Market Price of one Unit on the Ex-Date in respect of such Non-Cash Distribution; and

B is the portion of the Fair Market Value of the aggregate Non-Cash Distribution attributable to one Unit, with such portion being determined by dividing the Fair Market Value of the aggregate Non-Cash Distribution by the number of Units entitled to receive the relevant Non-Cash Distribution (or, in the case of a purchase, redemption or buy back of Units or any depositary or other receipts or certificates representing Units by or on behalf of CIP or any Subsidiary of CIP, by

the number of Units in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Units, or any Units represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(iii)(A), the later of:

- (i) the Ex-Date in respect of the relevant Non-Cash Distribution (or, if later, the dealing day following the record date or other due date for establishment of the entitlement of Unitholders to such Non-Cash Distribution); and
- (ii) the first date upon which the Fair Market Value of the relevant Non-Cash Distribution is capable of being determined as provided herein.

For the purposes of this Condition 6(b)(iii)(A), “**Non-Cash Distribution**” means any Distribution which is not a Cash Distribution, and shall include a Spin-Off.

- (B) If and whenever CIP shall declare, announce, make or pay any Extraordinary Distribution to the Unitholders, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

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

where:

- A is the Current Market Price of one Unit on the Ex-Date in respect of such Extraordinary Distribution; and
- B is the portion of the Fair Market Value of the aggregate Extraordinary Distribution attributable to one Unit, with such portion being determined by dividing the Fair Market Value of the aggregate Extraordinary Distribution by the number of Units entitled to receive the Relevant Distribution.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(iii)(B), the later of:

- (i) the Ex-Date in respect of such Extraordinary Distribution (or, if later, the dealing day following the record date or other due date for establishment of the entitlement of Unitholders to such Extraordinary Distribution); and
- (ii) the first date upon which the Fair Market Value of the relevant Extraordinary Distribution is capable of being determined as provided herein.

For the purposes of this Condition 6(b)(iii)(B):

“**Extraordinary Distribution**” means any Cash Distribution (the “**Relevant Distribution**”) declared, announced, made or paid in respect of a fiscal year

ending 30 June of CIP (the “**Relevant Fiscal Year**”), if (a) the Fair Market Value of the Relevant Distribution per Unit or (b) the sum of (i) the Fair Market Value of the Relevant Distribution per Unit and (ii) an amount equal to the aggregate of the Fair Market Value or Fair Market Values of any other Cash Distribution or Cash Distributions per Unit declared, announced, paid or made in respect of the Relevant Fiscal Year, exceeds the Threshold Amount in respect of such Relevant Fiscal Year.

For the avoidance of doubt, any Cash Distribution declared or announced in one Relevant Fiscal Year but made and/or paid in another Relevant Fiscal Year shall, for the purposes of this Condition 6(b)(iii)(B), be deemed to be a Cash Distribution declared, announced, made and paid in the first such Relevant Fiscal Year only.

Only such portion of the Relevant Distribution (taken together with any Relevant Distribution previously declared, announced, made or paid in respect of the same Relevant Fiscal Year) which exceeds the Threshold Amount shall be regarded as an Extraordinary Distribution (the “**Excess Portion**”) and only the Excess Portion shall be taken into account in determining the adjustment to be made under this Condition 6(b)(iii)(B).

“**Threshold Amount**” means in respect of any Relevant Fiscal Year, the amount of A\$0.08 per Unit (adjusted pro rata for any adjustments to the Exchange Price made pursuant to the provisions of this Condition 6(b), including this Condition 6(b)(iii)(B)).

On any adjustment to the Threshold Amount, the resultant Threshold Amount in respect of any fiscal year, if not an integral multiple of A\$0.0001, shall be rounded down to the nearest whole multiple of A\$0.0001. No adjustment shall be made to the Threshold Amount in respect of any fiscal year where such adjustment (rounded down if applicable) would be less than one per cent. of the Threshold Amount then in effect in respect of such fiscal year. Any adjustment not required to be made and/or any amount by which the Threshold Amount in respect of any fiscal year has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Threshold Amount shall be given by the Issuer to Noteholders in accordance with Condition 17 and to the Trustee in writing promptly after the determination thereof.

- (C) For the purposes of the above Condition 6(b)(iii)(A) and Condition 6(b)(iii)(B), Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Distribution” and in the definition of “Fair Market Value”) be determined as at the Ex-Date in respect of the relevant Distribution.
- (D) In making any calculations for the purposes of this Condition 6(b)(iii), such adjustments (if any) shall be made as a Financial Adviser may determine in good faith to be appropriate to reflect (i) any consolidation or sub-division of any Units or the issue of Units by way of capitalisation of profits or reserves (or any like

or similar event) or any increase in the number of Units in issue in relation to the Relevant Fiscal Year in question, (ii) any change in the fiscal year of CIP, or (iii) any adjustment to the Exchange Price made in the Relevant Fiscal Year in question.

- (iv) **Rights issues of Units or options over Units:** If and whenever CIP or any Subsidiary of CIP or (at the direction or request or pursuant to any arrangements with CIP or any Subsidiary of CIP) any other company, person or entity shall issue Units to all or substantially all Unitholders as a class by way of rights, or issue or grant to all or substantially all Unitholders as a class by way of rights, options, warrants or other rights to subscribe for or purchase or otherwise acquire any Units or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any Units (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Units which is less than 95 per cent. of the Current Market Price on the Ex-Date in respect of the relevant issue or grant, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Units in issue on such Ex-Date;
- B is the number of Units which the aggregate consideration (if any) receivable for the Units issued by way of rights, or for the Securities issued by way of rights and upon exercise of rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, Units, or for the options or warrants or other rights issued by way of rights and for the total number of Units deliverable on the exercise thereof, would purchase at such Current Market Price per Unit; and
- C is the number of Units issued or, as the case may be, the maximum number of Units which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if on such Ex-Date such number of Units is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6(b)(iv), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at such Ex-Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on such Ex-Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(iv), the later of:

- (i) the Ex-Date in respect of such issue or grant (or, if later, the dealing day following the record date or other due date for establishment of the entitlement of Unitholders to participate in the relevant issue or grant); and

- (ii) the first date on which the adjusted Exchange Price is capable of being determined as provided in this Condition 6(b)(iv).
- (v) **Rights issues of other Securities:** If and whenever CIP or any Subsidiary of CIP or (at the direction or request or pursuant to any arrangements with CIP or any Subsidiary of CIP) any other company, person or entity shall issue any Securities (other than Units or options, warrants or other rights to subscribe for or purchase or otherwise acquire Units or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Units) to all or substantially all Unitholders as a class by way of rights or grant to all or substantially all Unitholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Units (other than Units or options, warrants or other rights to subscribe for or purchase or otherwise acquire Units or Securities which by their term carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Units), the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

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

where:

- A is the Current Market Price per Unit on the Ex-Date in respect of the relevant issue or grant; and
- B is the Fair Market Value on such Ex-Date of the portion of the rights attributable to one Unit.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(v), the later of:

- (i) the Ex-Date in respect of such issue or grant (or, if later, the dealing day following the record date or other due date for establishment of the entitlement of Unitholders to participate in the relevant issue or grant); and
- (ii) the first date on which the adjusted Exchange Price is capable of being determined as provided in this Condition 6(b)(v).
- (vi) **Issues at less than the Current Market Price:** If and whenever CIP shall issue (otherwise than as mentioned in Condition 6(b)(iv) above) wholly for cash or for no consideration any Units (other than Units issued on exchange of the Notes (which term shall for this purpose include any Further Notes) or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, or rights to otherwise acquire Units and other than where it is determined to constitute a Cash Distribution) or if and whenever CIP or any Subsidiary of CIP or (at the direction or request or pursuant to any arrangements with CIP or any Subsidiary of CIP) any other company, person or entity shall issue or grant (otherwise than as mentioned in Condition 6(b)(iv) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire Units (other than the Notes, which term shall for this purpose include any Further Notes), in each case at a price per Unit which is less than 95 per cent. of the Current Market Price on the date of the first public announcement of the

terms of such issue or grant, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Units in issue immediately before the date of the first public announcement of the terms of such issue or grant;
- B is the number of Units which the aggregate consideration (if any) receivable for the issue of such Units or, as the case may be, for the Units to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price; and
- C is the number of Units to be issued pursuant to such issue of such Units or, as the case may be, the maximum number of Units which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if on date of the first public announcement of the terms of such issue or grant (as used in this Condition 6(b)(vi), the “**Specified Date**”) such number of Units is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6(b)(vi), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase, or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(vi), the later of:

- (i) the date of issue of such Units or, as the case may be, the issue or grant of such options, warrants or rights; and
 - (ii) the first date upon which the adjusted Exchange Price is capable of being determined in accordance with this Condition 6(b)(vi).
- (vii) **Other issues at less than the Current Market Price:** If and whenever CIP or any of its Subsidiaries or (at the direction or request of or pursuant to any arrangements with CIP or any of its Subsidiaries) any other company, person or entity shall (otherwise than as mentioned in Conditions 6(b)(iv), 6(b)(v) or 6(b)(vi) above) issue wholly for cash or for no consideration any Securities (other than the Notes which term shall for this purpose exclude any Further Notes), which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire, Units (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified or redesignated as Units and the consideration per Unit receivable upon conversion, exchange, subscription, purchase, acquisition, reclassification or redesignation is less than 95 per cent. of the Current Market Price on the date of the first public announcement of the terms of issue of such Securities (or the terms of such grant), the Exchange Price shall be adjusted by

multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Units in issue immediately before the date of the first public announcement of the terms of such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Units which have been issued, purchased or acquired by CIP or any Subsidiary of CIP (or at the direction or request or pursuant to any arrangements with CIP or any Subsidiary of CIP) for the purposes of or in connection with such issue, less the number of such Units so issued, purchased or acquired);
- B is the number of Units which the aggregate consideration (if any) receivable for the Units to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or, as the case may be, for the Units to be issued or to arise from any such reclassification or redesignation would purchase at such Current Market Price per Unit; and
- C is the maximum number of Units to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription, purchase or acquisition attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of Units which may be issued or arise from any such reclassification or redesignation,

provided that if on the date of the first public announcement of the terms of such issue or grant (as used in this Condition 6(b)(vii) the “**Specified Date**”) such number of Units is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such Securities are reclassified or redesignated or at such other time as may be provided) then for the purposes of this Condition 6(b)(vii), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase, acquisition, reclassification or, as the case may be, redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(vii), the later of:

- (i) date of issue of such Securities or, as the case may be, the grant of such rights; and
 - (ii) the first date upon which the adjusted Exchange Price is capable of being determined in accordance with this Condition 6(b)(vii).
- (viii) **Modification of rights of Conversion:** If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to

any Securities (other than the Notes, which term shall for this purpose include any Further Notes) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any Units (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Unit receivable has been reduced and is less than 95 per cent. of the Current Market Price on the date of the first public announcement of the proposals for such modification, the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Units in issue immediately before the date of the first public announcement of the proposals for such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, or purchase or acquisition of, Units which have been issued, purchased or acquired by, or on behalf of, CIP or any of its Subsidiaries (or at the direction or request or pursuant to any arrangements with CIP or any of its Subsidiaries) for the purposes of or in connection with such Securities, less the number of such Units so issued, purchased or acquired);
- B is the number of Units which the aggregate consideration (if any) receivable for the Units to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per Unit or, if lower, the existing conversion, exchange, subscription purchase or acquisition price or rate of such Securities; and
- C is the maximum number of Units which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as a Financial Adviser shall consider appropriate for any previous adjustment under this Condition 6(b)(viii) or Condition 6(b)(vii) above,

provided that if the date of the first public announcement of the proposals for such modification (as used in this Condition 6(b)(viii), the “**Specified Date**”) such number of Units is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided) then for the purposes of this Condition 6(b)(viii), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(viii), the later of:

- (i) the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities; and
 - (ii) the first date upon which the adjusted Exchange Price is capable of being determined in accordance with this Condition 6(b)(viii).
- (ix) **Other offers to Unitholders:** If and whenever CIP or any of its Subsidiaries or (at the direction or request of or pursuant to any arrangements with CIP or any of its Subsidiaries) any other company, person or entity shall offer any Units or Securities in connection with which Unitholders as a class are entitled to participate in arrangements whereby such Units or Securities may be acquired by them (except where the Exchange Price falls to be adjusted under Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v), 6(b)(vi) or 6(b)(vii) above or Condition 6(b)(x) below (or, where applicable, would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Unit on the relevant day)), the Exchange Price shall be adjusted by multiplying the Exchange Price in effect immediately before the Effective Date by the following fraction:

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

where:

- A is the Current Market Price of one Unit on the Ex-Date in respect of the relevant offer; and
- B is the Fair Market Value on such Ex-Date of the portion of the relevant offer attributable to one Unit.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(ix), the later of:

- (i) the Ex-Date in respect of the relevant offer (or, if later, the dealing day following the record date or other due date for establishment of the entitlement of Unitholders to the relevant offer); and
 - (ii) the first date upon which the adjusted Exchange Price is capable of being determined in accordance with this Condition 6(b)(ix).
- (x) **Change of Control:**
- If:
- (A) either:
 - (i) an offer is made to all (or as nearly as may be practicable all) Unitholders (or all (or as nearly as may be practicable all) Unitholders other than the offeror and/or any associate (as defined in section 12 of the Corporations Act) of the offeror) to acquire the whole or any part of the issued Units (an “**Offer**”); or
 - (ii) any person proposes a Scheme of Arrangement (including an informal scheme or similar arrangement involving the Issuer or each Guarantor)

with regard to such acquisition (a “**Scheme**”) (other than as part of an Exempt Newco Scheme),

and such Offer or Scheme of Arrangement (including an informal scheme or similar arrangement involving the Issuer or each Guarantor) having become or been declared unconditional in all respects, and the offeror has acquired at any time during the relevant offer period a relevant interest in more than 50 per cent. of the Units in issue, or the Scheme of Arrangement if approved and implemented will result in a person acquiring a relevant interest in more than 50 per cent. of the Units that will be in issue after the Scheme of Arrangement is implemented; or

- (B) an event occurs which has a like or similar effect to sub-paragraph (A) above, including if CIP, the Issuer or the RE consolidates with or merges into or sells or transfers all or substantially all of CIP’s, the Issuer’s or, as the case may be, the RE’s assets to any other person (other than any member of the Group, which shall include any trusts which any member of the Group is the trustee or responsible entity for), unless the consolidation, merger, sale or transfer will not result in any person or persons, acting together, acquiring control over CIP, the Issuer, the RE or any of their respective successor entities,

(each of (A) and (B) above, a “**Change of Control**”), upon any exercise of Exchange Rights where the Exchange Date falls during the period (the “**Change of Control Period**”) commencing on the date of occurrence of the Change of Control and ending 30 calendar days following the Change of Control or, if later, 30 calendar days following the date on which a Change of Control Notice as required by Condition 6(f) is given to Noteholders, the Exchange Price solely for the purpose of such exercise of Exchange Rights (the “**Change of Control Exchange Price**”) shall be as determined pursuant to the following formula:

$$\text{COCEP} = \text{OEP} / (1 + (\text{EP} \times c/t))$$

where:

- COCEP = means the Change of Control Exchange Price;
- OEP = means the Exchange Price in effect on the relevant Exchange Date;
- EP = means the exchange premium of 25.0 per cent. (expressed as a fraction);
- c = means the number of days from (and including) the date the Change of Control occurs to (but excluding) the Final Maturity Date; and
- t = means the number of days from (and including) the Closing Date to (but excluding) the Final Maturity Date.

If the last day of a Change of Control Period shall fall during a Closed Period, the Change of Control Period shall be extended such that its last day will be the 15th day following the last day of a Closed Period.

For the avoidance of doubt, the appointment of a new trustee or responsible entity will not constitute a Change of Control if the new trustee or responsible entity is:

- (1) a member of the Group; and

- (2) has entered into an agreement with the Trustee to perform all of the obligations of the RE under the Trust Deed and the Notes which are not novated to it pursuant to the operation of Division 3 of Part 5C.2 of the Corporations Act.
- (xi) **Other Events:** If the Issuer determines that an adjustment should be made to the Exchange Price as a result of one or more circumstances not referred to above in this Condition 6(b) (even if the relevant circumstance is specifically excluded from the operation of Conditions 6(b)(i) to 6(b)(x) (both inclusive) above), 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 Exchange Price is fair and reasonable to take account thereof and the date on which such adjustment should take effect and upon such 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 Condition 6(b)(xi) 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 Exchange Price.

Notwithstanding the foregoing provisions:

- (a) where the events or circumstances giving rise to any adjustment pursuant to this Condition 6(b) have already resulted or will result in an adjustment to the Exchange Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Exchange Price or where more than one event which gives rise to an adjustment to the Exchange Price occurs within such a short period of time that in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by a Financial Adviser to be in its opinion appropriate to give the intended result and provided further that, for the avoidance of doubt, the issue of Units pursuant to the exercise of Exchange Rights shall not result in an adjustment to the Exchange Price;
- (b) such modification shall be made to the operation of these Conditions as may be determined in good faith by a Financial Adviser to be in its opinion appropriate:
 - (i) to ensure that an adjustment to the Exchange Price or the economic effect thereof shall not be taken into account more than once; and
 - (ii) to ensure that the economic effect of a Distribution is not taken into account more than once; and
- (c) other than pursuant to Condition 6(b)(i), no adjustment shall be made that would result in an increase to the Exchange Price.

For the purpose of any calculation of the consideration receivable or price pursuant to Conditions 6(b)(iv), 6(b)(vi), 6(b)(vii) and 6(b)(viii), the following provisions shall apply:

- (A) the aggregate consideration receivable or price for Units issued for cash shall be the amount of such cash;
- (B)
 - (x) the aggregate consideration receivable or price for Units to be issued or otherwise made available upon the conversion or exchange of any Securities

shall be deemed to be the consideration or price received or receivable for any such Securities (whether on one or more occasions); and

- (y) the aggregate consideration receivable or price for Units to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Ex-Date as referred to in Condition 6(b)(iv) or the relevant date of first public announcement as referred to in Condition 6(b)(vi), 6(b)(vii) or 6(b)(viii), as the case may be, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights of subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights; and
 - (z) the consideration receivable or price per Unit upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Units to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;
- (C) if the consideration or price determined pursuant to (A) or (B) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency (other than in circumstances where such consideration is also expressed in the Relevant Currency, in which case such consideration shall be treated as expressed in the Relevant Currency in an amount equal to the amount of such consideration when so expressed in the Relevant Currency), it shall be converted into the Relevant Currency at the Prevailing Rate on the date of the relevant Ex-Date as referred to in Condition 6(b)(iv) or the relevant date of first public announcement as referred to in Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii), as the case may be;
- (D) in determining consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Units or Securities or options, warrants or rights, or otherwise in connection therewith;
- (E) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to CIP or another entity;
- (F) if as part of the same transaction, Units shall be issued or issuable for a consideration receivable in more than one or in different currencies then the consideration receivable per each such Unit shall be determined by dividing the aggregate consideration

(determined as aforesaid and converted, if and to the extent not in the Relevant Currency, into the Relevant Currency as aforesaid) by the aggregate number of Units so issued; and

- (G) references in these Conditions to “**cash**” shall be construed as cash consideration within the meaning of Section 583(3) of the Companies Act 2006 (Chapter 46) of the United Kingdom.

Notwithstanding any other provision of these Conditions, the rights of the Noteholders will be changed to the extent necessary to comply with the ASX Listing Rules. For the avoidance of doubt, if there are any inconsistencies between the ASX Listing Rules and the adjustment mechanisms provided for in this Condition 6, the ASX Listing Rules will apply.

(c) **Retroactive Adjustments**

If the Exchange Date in relation to any exercise of Exchange Rights shall be after the record date in respect of any consolidation, reclassification, redesignation or sub-division as is mentioned in Condition 6(b)(i), or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in any of Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), or after the date of the first public announcement of the terms of any such issue or grant as is mentioned in Conditions 6(b)(vi) and 6(b)(vii), or of the terms of any such modification as mentioned in Condition 6(b)(viii), in any case in circumstances where the relevant Exchange Date falls before the relevant adjustment to the Exchange Price becomes effective under Condition 6(b) (such adjustment, a “**Retroactive Adjustment**”), then the Issuer shall (conditional upon the relevant adjustment becoming effective) procure that there shall be issued to the exchanging Noteholder, in accordance with the instructions contained in the Exchange Notice, such additional number of Units (if any) (the “**Additional Units**”) as, together with the Units issued on exchange of the relevant Note (together with any fraction of a Unit not so issued), is equal to the number of Physically Settled Securities which would have been required to be issued in respect of such exercise if the relevant adjustment to the Exchange Price had in fact been made and become effective immediately prior to the relevant Exchange Date (such number of Physically Settled Securities as aforesaid being for this purpose calculated as:

- (i) where such exercise of Exchange Rights is not the subject of a Cash Alternative Election, the number of Reference Securities in respect of such exercise of Exchange Rights determined for this purpose by reference to such deemed Exchange Price as aforesaid; and
- (ii) where such exercise of Exchange Rights is the subject of a Cash Alternative Election, the difference between:
 - (A) such number of Reference Securities as is determined pursuant to (i) above; and
 - (B) the product of:
 - (x) such number of Reference Securities determined as aforesaid; and
 - (y) the Cash Settlement Ratio in respect of such exercise of Exchange Rights),

all as determined in good faith by a Financial Adviser, provided that if in the case of any of Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) the relevant Noteholder shall be entitled to receive the relevant Units, Distributions or Securities in respect of the Units to be issued or delivered to it, then the relevant Noteholder shall not be entitled to receive Additional Units in relation thereto.