

16 January 2018

ASX ANNOUNCEMENT

InvoCare announces all-cash takeover offer for Norwood Park Limited

InvoCare Limited (ASX:IVC) (**InvoCare**) is pleased to announce a Takeover Offer (**InvoCare's Offer**) for all the issued shares in Norwood Park Limited (**Norwood**) by its wholly-owned subsidiary, InvoCare Australia Pty Limited (**InvoCare Australia**) for \$65.29 in cash per ordinary share (**Norwood Share**) in the issued capital of Norwood.

InvoCare's Offer has been made after several months of discussions between the parties. It represents a premium of 10% to the price of \$59.35 per Norwood Share announced last Friday under the takeover offer for Norwood by FV (ACT) Pty Ltd, a wholly-owned subsidiary of Propel Funeral Partners Ltd.

Norwood is a well-established provider of cremation, burial and memorialisation services, with operations located in the ACT, Bathurst and Ipswich. Norwood performs over 2,000 cremation services per year across its operations and generates revenue of approximately \$4.8 million a year.

Mr Martin Earp, CEO of InvoCare, said: "*We believe this is a compelling offer for the shareholders of Norwood.*"

"It represents superior value for all Norwood shareholders compared to the lower offer from Propel or indeed, continuing as a stand-alone business."

"In turn, the Norwood business fits well with InvoCare's geographic in-fill and new market objectives under the five year "Protect and Grow" plan which we announced and began rolling out during 2017," Mr Earp said.

If all of the Norwood Shares are acquired by InvoCare Australia, the total cash payable by InvoCare Australia is \$15,016,700. InvoCare Australia will fund the Takeover Bid from its existing cash reserves and credit facilities upon which it can draw at any time.

The Offer relates to all Norwood Shares that exist, or will exist, at 5:30pm on 16 January 2018 and amongst other conditions (see details below) is subject to a minimum acceptance of at least 90 per cent of Norwood securities on issue.

The Offer also extends to all of the Norwood Shares in respect of which a person becomes registered or in respect of which the person becomes entitled to be registered as the holder prior to the end of the Offer Period as a result of the conversion of, or the exercise of rights attached to, any Norwood Convertible Securities.

Other Key Dates

Date of the Bidder's Statement	16 January 2018
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Date of Offer	19 January 2018
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Offer closes (unless extended or withdrawn)	5:30pm (Sydney time) 23 February 2018
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InvoCare is mindful that both Norwood Canberra and Ipswich offer cremation and memorial services and InvoCare brands, in competition with other funeral directors, in those respective areas. It has accordingly sought confirmation from the ACCC that it will not seek to intervene in respect of the proposed acquisition.

The ACCC has indicated that it intends to conduct a public informal merger review in relation to the proposed acquisition. The ACCC has not yet published an indicative timeline for its review but its decision is expected in March. The Offer Period is currently set to close on 23 February 2018 in case the decision is made earlier. If necessary however InvoCare intends to extend the Offer Period if approval or rejection has not been obtained in that time.

To deal with this contingency, one of the conditions of the offer is that no adverse action is taken by ACCC (see the condition headed “no regulatory action”).

The Takeover Bid is conditional upon, amongst other things the satisfaction (or waiver by InvoCare) of the following conditions:

- **(no prescribed occurrence)** none of the following events occurring between the Announcement Date and the end of the Offer Period:
 - Norwood converts all or any of its shares into a larger or smaller number of shares;
 - Norwood acquires another company or establishes a subsidiary;
 - Norwood resolves to reduce its share capital in any way;
 - Norwood:
 - enters into a buy-back agreement; or
 - resolves to approve the terms of a buy-back agreement under sections 257C(1) or 257D(1) of the Corporations Act;
 - Norwood issues shares, or grants an option over its shares, or agrees to make such an issue or grant such an option other than the issue of shares on the exercise of any options that are on issue as at the Announcement Date;
 - Norwood issues, or agrees to issue, convertible notes;
 - Norwood charges, or agrees to charge, the whole, or a substantial part, of its business or property (other than in connection with any charges revealed by an inspection of publicly available records as at the Announcement Date);
 - Norwood resolves to be wound up;
 - a liquidator or provisional liquidator of Norwood is appointed;
 - a court make an order for the winding up of Norwood;
 - an administrator of Norwood is appointed under sections 463A, 463B or 463C of the Corporations Act;
 - Norwood executes a deed of company arrangement; or
 - a receiver, or receiver and manager, or other controller (as defined in the Corporations Act) is appointed in relation to the whole, or a substantial part, of the property of Norwood;
- **(conduct of business)** Norwood conducts business in the ordinary course and materially in the same manner as it did in the 12 months to 1 November 2017;
- **(tax returns)** Norwood complying with its obligations to file on time all tax returns and other tax filings and paying tax when due;
- **(indebtedness)** the aggregate non-current debt owed by Norwood to any financial institutions and the hire purchase liabilities referred to in the Management Accounts not being more than \$1.65 million at the completion of the Offer;
- **(employee entitlements)** Norwood’s employee entitlements not materially exceeding the amount stated in the Management Accounts;
- **(cremation liabilities)** Norwood having access to sufficient cash from pre-payments to fund the prepaid cremation liabilities;

- **(Perpetual Care liability)** the cash held by Norwood designated for Perpetual Care (as that term is used in the Management Accounts) being adequate to meet Norwood's liability in connection with Perpetual Care;
- **(cash leakage)** other than the Permitted Dividend Norwood does not pay dividends, shareholder loans or any other distributions to Norwood's related parties from 1 November 2017;
- **(change of control consents)** for each lease and contract to which Norwood is a party which requires consent to a change of control of Norwood:
 - the counterparties have given written approval to the proposed change of control of Norwood arising from completion of the Offer; and
 - such approval is given no later than 31 March 2018;
- **(minimum acceptance condition)** before the end of the Offer Period, InvoCare has a Relevant Interest in at least 90% of the Norwood Shares;
- **(power and capacity)** each holder of a Norwood Share warranting that:
 - It is the registered holder of all of the Norwood Shares held by it and has the legal right to sell the beneficial and legal interest of those Norwood Shares; and
 - It has the power and legal authority to sell the Norwood Shares held by it; and
- **(no regulatory action)** between the Announcement Date and the end of the Offer Period:
 - there not being in effect any preliminary or final decision, order or decree issued by a Public Authority;
 - no action or investigation being announced, commenced or threatened by any Public Authority;
 - no application being made to a Public Authority (other than by InvoCare or an associate of InvoCare) which:

in consequence of or otherwise relating to the Takeover Bid (other than a determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act or if the regulatory action results from action or inaction of Norwood or its associates relating to the Takeover Bid) which:

 - restrains or prohibits or otherwise materially adversely affects the making of the Takeover Bid or the completion of any transaction contemplated by the Bidder's Statement (including the acquisition of Norwood Shares) or threatens to do so; or
 - seeks to require or approve the divestiture of any assets of Norwood or the InvoCare Group.

InvoCare is advised by Addisons Lawyers.

For further information please contact:

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