

9 December 2020

Manager
ASX Market Announcements
Australian Securities Exchange
20 Bridge Street
Sydney NSW 2000

Ampol Limited (ASX: ALD)

Ampol Limited (“Ampol”) – issue of A\$500,000,000 subordinated, unsecured notes (“Subordinated Notes”)

Notice under section 708A(12C)(e) of the Corporations Act 2001 (Cth) (“Act”) as notionally inserted by ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82 (“Instrument”)

1. Ampol will issue the Subordinated Notes today. Offers of the Subordinated Notes do not require disclosure to investors under Part 6D.2 of the Act.
2. The Subordinated Notes may, in certain circumstances, convert into ordinary shares of Ampol (“**Shares**”). This notice is a cleansing notice which has been prepared pursuant to the Instrument to enable Shares issued on conversion of the Subordinated Notes to be freely tradable without further disclosure.
3. The terms and conditions of the Subordinated Notes are described on pages 35 to 80 of the Schedule to this notice. The Schedule has been redacted from its original form to delete certain information provided in connection with the Subordinated Notes in order to comply with Australian legal requirements.
4. Ampol intends to use the proceeds of the Subordinated Notes for general corporate purposes and in line with Ampol's Capital Allocation Framework.
5. If Ampol does not elect to redeem the Subordinated Notes on the First Optional Redemption Date, a Noteholder may at its option request that all (but not some only) of its Subordinated Notes be Converted into Shares in accordance with and subject to Condition 5.2. The Noteholder's Subordinated Notes will then be Converted on the Conversion Date. There are no conditions to Conversion occurring (other than that the Issuer must not have issued a Call Notice to redeem the Subordinated Notes on the First Optional Redemption Date).
6. On the Conversion Date, the Issuer will allot and issue to each relevant Noteholder Shares equal to the Conversion Number in respect of each Subordinated Note required to be Converted. The Conversion formula contains a variable – the VWAP – which means that it is not possible to determine, at the date of this Supplemental Information Memorandum, the number of Shares that will be issued on any Conversion but is limited to the “Conversion Number”. The Conversion Number is

17,915,945¹. Shares per Subordinated Note based on the current VWAP of \$28.19². For further detail, refer to the paragraph entitled “Effect on the Issuer of the issue of the Shares when the Subordinated Notes are Converted” in “Additional Information – Part B” section of the Supplemental Information Memorandum.

7. In order to enable Shares issued on Conversion to be sold without disclosure under Part 6D.2 of the Act, Ampol has elected to give this notice (including the Schedule) under section 708A(12C)(e) of the Act as notionally inserted by the Instrument. The Schedule forms part of this notice. See “Additional Information – Part B” on pages 110 to 114 of the Schedule in respect of certain information required under the Instrument.
8. Ampol confirms that:
 - (a) Subordinated Notes will be issued without disclosure to investors under Part 6D.2 of the Act;
 - (b) the information (including the Schedule) in this notice remains current as at today’s date; and
 - (c) this notice (including the Schedule) complies with section 708A of the Act, as notionally modified by the Instrument.
9. Unless otherwise defined, capitalised expressions used in this notice have the meanings given to them in the Schedule.

This notice (including the Schedule) is not a prospectus or other disclosure document under the Act. Subordinated Notes are only intended for wholesale investors.

Authorised for release by: the Board of Ampol Limited

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ACN 004 201 307

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SCHEDULE TO CLEANSING NOTICE – INFORMATION MEMORANDUM DATED 1 DECEMBER 2020

¹ In determining the number of Shares each Noteholder would receive on Conversion, fractions of Shares will be disregarded. In calculating this figure (i.e. the aggregate maximum number of Shares), the fraction on the aggregate number was disregarded, meaning that this figure is slightly higher than the actual number of Shares which would be issued assuming a VWAP of \$28.19. The calculation also assumed that accrued and deferred interest would be paid in cash.

² The current VWAP was determined on 30 November 2020. The actual VWAP on the date of any Conversion may be higher or lower than this amount.



Supplemental Information Memorandum

1 December 2020

in respect of the proposed issue of Subordinated Notes under the Medium Term Note Programme of

Ampol Limited (ABN 40 004 201 307) as Issuer

and guaranteed on a subordinated basis by

Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128) as Guarantor

STRUCTURING ADVISER

UBS AG, Australia Branch

DEALERS

Citigroup Global Markets Australia Pty Limited

Commonwealth Bank of Australia

National Australia Bank Limited

UBS AG, Australia Branch

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Important notice

Introduction

The Information Memorandum dated 8 March 2018 (**2018 Information Memorandum**) relates to the medium term note programme (the **Programme**) established by Ampol Limited (ABN 40 004 201 307) (**Ampol** or the **Issuer**) for the issue from time to time of medium term notes. The subordinated notes described herein (**Subordinated Notes** or **Notes**) are to be issued under the Programme.

This Supplemental Information Memorandum (the **Information Memorandum**) relates to the Subordinated Notes only and supersedes the 2018 Information Memorandum in relation to the Subordinated Notes. The 2018 Information Memorandum is not relevant for the Subordinated Notes.

The Subordinated Notes will be guaranteed on a subordinated basis by Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128) (the **Guarantor**) (together with the Issuer, the **Obligors**) under a New South Wales law governed Subordinated Guarantee Deed Poll made on 3 December 2020 (the **Subordinated Guarantee**).

Terms used in this Information Memorandum but not otherwise defined have the meaning given to them in the Conditions (as defined below).

Responsibility for information

The Issuer has authorised the issue of this Information Memorandum and accepts responsibility for it (other than information relating to the names, addresses and other details of Relevant Parties (as defined below) in the section entitled 'Directory' below).

Other than confirming that their respective names, addresses and other details in this Information Memorandum in the Directory are correct as at the Preparation Date (as defined below), none of the Agents (as defined in the section entitled 'Summary of the Programme' below), nor the Dealers appointed in respect of the issue of the Subordinated Notes (nor any director, employee, agent, adviser or affiliate of any such persons) (together the **Relevant Parties**) has been involved in the preparation of this Information Memorandum or makes any representation or warranty, express or implied, about and assumes no responsibility for the correctness or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or in any previous, accompanying or subsequent material or presentation with respect to the Programme, the 2018 Information Memorandum or any Subordinated Notes.

Each Relevant Party accordingly disclaims all and any liability whether arising in tort, contract or otherwise which it might otherwise have in respect of this Information Memorandum, such information incorporated by reference or any such statement. Relevant Parties and advisers named in this Information Memorandum have acted pursuant to the terms of their respective engagements, have not authorised or caused the issue of, and take no responsibility for, this Information Memorandum and do not make, and should not be taken to have verified, any statement or information in this Information Memorandum (other than in respect of their name, address and other details in the Directory).

No offer and confidentiality

This Information Memorandum does not, and is not intended to, constitute and may not be used as an offer or invitation by or on behalf of the Obligors (or any of their respective affiliates) or any Relevant Party to any person to subscribe for, purchase or otherwise deal in any Subordinated Notes.

This Information Memorandum has been prepared for distribution to prospective investors. Its contents may not be reproduced or used in whole or in part for any purpose other than in connection with the offer and sale of the Subordinated Notes.

Conditions of issue

The Subordinated Notes will be issued in a single series on conditions that are identical.

The terms and conditions (**Conditions**) applicable to the Subordinated Notes are included in this Information Memorandum.

Investors to obtain independent advice

This Information Memorandum contains only summary information with respect to, or in connection with, the Subordinated Notes and the Obligors. Neither the information contained in this Information Memorandum nor any other information supplied in connection with the Obligors, the Programme or any Subordinated Notes is intended to provide the basis of any credit or other evaluation and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by an Obligor or any Relevant Party that any recipient of this Information Memorandum or any other information supplied in connection with the Obligors, the Programme or any Subordinated Notes should subscribe for, purchase or otherwise deal in any Subordinated Notes or any rights in respect of any Subordinated Notes.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Subordinated Notes or any rights in respect of any Subordinated Notes should:

- (a) make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Obligors;
- (b) determine for themselves the relevance of the information contained in this Information Memorandum and any other information supplied in connection with the Obligors, the Programme or the issue of any Subordinated Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- (c) consult their own tax and accounting advisers concerning the application of any tax laws or accounting standards applicable to their particular situation, make and rely upon (and shall be taken to have made and relied upon) their own independent investigation of the financial condition and affairs of, and their own appraisal of the creditworthiness of, the Obligors.

None of the Relevant Parties undertakes to review the financial condition or affairs of the Obligors at any time or to inform any holder of Subordinated Notes (each a **Noteholder**) or potential investor in the Subordinated Notes of information about the Obligors coming to its attention and make no representation about the ability of the Issuer to comply with its obligations under the Subordinated Notes or the Guarantor to comply with its obligations under the Subordinated Guarantee.

Risks

This Information Memorandum describes some of the risks of an investment in Subordinated Notes on pages 23 to 32.

However, prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in the Subordinated Notes and the suitability of investing in the Subordinated Notes, including in light of their particular circumstances.

To the extent that any forward-looking statements are made in this Information Memorandum, those statements reflect the views of the Issuer as at the Preparation Date (defined below). Such statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of the Issuer to differ materially from the results, performance or achievements expressed, implied or projected in this Information Memorandum.

Neither the Issuer nor any of its officers, nor any other person associated with the preparation of this Information Memorandum, make any representation or warranty (either express or implied) as to the accuracy or likelihood of any forward-looking statement or any events or results expressed or implied in any forward-looking statement. Neither the Issuer nor any of its officers, nor any other person associated with the preparation of this Information Memorandum, guarantee that any specific objective of the Issuer will be achieved.

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum.

The following documents are incorporated by reference in, and form part of, this Information Memorandum (the ***Incorporated Documents***):

- (a) all amendments and supplements to this Information Memorandum prepared and circulated by the Issuer from time to time;
- (b) the most recently published audited consolidated annual accounts (if any) of the Issuer from time to time;
- (c) the most recently published audited or unaudited consolidated half year accounts of the Issuer from time to time; and
- (d) all documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum shall be modified or superseded to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication).

Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Except as provided above, no other information, including any information on the internet sites of the Issuer or any Related Body Corporate or in any document incorporated by reference in any of the Incorporated Documents, is incorporated by reference into this Information Memorandum.

Copies of the Incorporated Documents may be obtained during normal business hours from the offices of the Issuer (as specified in the Directory).

Investors should review, among other things, the Incorporated Documents when deciding whether or not to purchase, or otherwise deal in any Subordinated Notes or rights in respect of any Subordinated Notes.

Currency of information

The information in this Information Memorandum is correct and complete as at the Preparation Date.

The delivery and distribution of this Information Memorandum or any offer or issue of the Subordinated Notes after the Preparation Date does not imply nor should it be relied upon as a representation or warranty that there has been no change since the Preparation Date in the affairs or financial condition of the Issuer or any other person or entity named or referred to in this Information Memorandum or that the information in this Information Memorandum is correct at any time after the Preparation Date.

The Issuer is not under any obligation to Noteholders to update this Information Memorandum at any time after the issue of the Subordinated Notes.

Preparation Date means:

- (a) in relation to any amendment or supplement to this Information Memorandum, the date indicated on the face of that amendment or supplement;
- (b) in relation to the audited consolidated annual accounts or the unaudited consolidated half year accounts incorporated by reference in this Information Memorandum, the period to which, or as of which, such accounts relate;
- (c) in relation to any other document issued by the Issuer and stated to be incorporated by reference in this Information Memorandum, the date indicated on its face as being its date of release or effectiveness; and
- (d) in relation to all other information contained in this Information Memorandum, the date set out on the cover page of this Information Memorandum, or, if the information has been amended or supplemented, the date indicated on the face of that amendment or supplement.

Authorised material

Only information contained in this Information Memorandum or as otherwise authorised in writing by the Issuer may be relied on as having been authorised by or on behalf of the Issuer.

No person has been authorised to give any person information or make any representations, warranties or statements not contained in or consistent with this Information Memorandum in connection with the Issuer, the Programme or the issue or sale of the Subordinated Notes and, if given or made, such information or representation, warranty or statement must not be relied on as having been authorised by the Issuer, the Guarantor or any Relevant Party.

Restrictions on distribution

The Subordinated Notes have not been, and will not be, registered under the United States Securities Act of 1933 (***Securities Act***) and are subject to United States tax law requirements. The Subordinated Notes are being offered outside the United States by the Dealers (see the section headed 'Selling and transfer restrictions' below) in accordance with Regulation S under the Securities Act (***Regulation S***), and may not be offered, sold or delivered, directly, within the United States or to, or for the account or benefit of, U.S. persons (as defined in the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The distribution of this Information Memorandum and the offer for subscription or purchase and invitations to subscribe for or buy Subordinated Notes may be restricted by law in certain jurisdictions.

Neither Obligor, nor any Relevant Party, represents that this Information Memorandum may be lawfully distributed, or that Subordinated Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering.

In particular, no action has been taken by any of those parties which would permit a public offering of any Subordinated Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

Accordingly, no Subordinated Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and directives and the Dealers have represented, or will represent, that all offers by them will be made in accordance with any applicable laws and directives in force in the jurisdictions where such offers are made. Persons into whose possession this Information Memorandum or any Subordinated Notes come must inform themselves about, and observe, any such restrictions.

This Information Memorandum is not, and does not purport to be, a document containing disclosure to investors for the purposes of Part 6D.2 or 7.9 of the *Corporations Act 2001* (Cth) (the **Corporations Act**).

In respect of offers or invitations received in Australia, Subordinated Notes may only be issued or sold if the consideration payable by the relevant purchaser is a minimum of A\$500,000 or its foreign currency equivalent (disregarding amounts, if any, lent by the Issuer or other person offering the Subordinated Notes or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act)) unless the issue or sale is otherwise in circumstances such that by virtue of the Corporations Act no disclosure is required to be made under Part 6D.2 or Part 7.9 of the Corporations Act.

Neither this Information Memorandum nor any other disclosure document in relation to the Subordinated Notes has been, or will be, lodged with the Australian Securities and Investments Commission, ASX Limited or any other governmental body or agency, except that a copy of this Information Memorandum (with certain information redacted) will be annexed to a cleansing notice to be lodged by the Issuer with ASX Limited on or 2 business days prior to the date of issue of the Subordinated Notes pursuant to section 708A(12C)(e) of the Corporations Act (as notionally inserted into the Corporations Act pursuant to *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82*)).

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), unless otherwise specified before an offer of the Subordinated Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A(1) of the SFA), that the Subordinated Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). A reference in this Information Memorandum to the SFA is to the SFA as at the date of this Information Memorandum.

For a description of certain restrictions on offers, sales and delivery of the Subordinated Notes and a distribution of this Information Memorandum or other offering material relating to the Subordinated Notes, see the section headed 'Selling and transfer restrictions' below.

Stabilisation

Stabilisation activities are not permitted in Australia in circumstances where such action could reasonably be expected to affect the price of notes or other securities traded in Australia or on a financial market (as defined in the Corporations Act) operated in Australia.

Agency and distribution arrangements

The Issuer has agreed to pay fees to the Dealers and the Agents for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the offer and sale of the Subordinated Notes.

The Obligors and the Relevant Parties may have pecuniary or other interests in the Subordinated Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in the Subordinated Notes.

Credit ratings

Credit ratings referred to in this Information Memorandum should not be taken as recommendations by a rating agency to buy, sell or hold Subordinated Notes. They may be revised, suspended or withdrawn at any time by the relevant rating agency.

Credit ratings are for distribution only to a person:

- (a) who is not a 'retail client' within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act; and
- (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located.

Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Currencies

In this Information Memorandum references to 'A\$' or 'Australian Dollars' are to the lawful currency of the Commonwealth of Australia.

Forward-looking statements

Certain statements, other than statements of historical facts, included in this Information Memorandum, including, without limitation, those regarding the financial position of the Obligors, business strategy, expenditure, investment or other plans and objectives of management for future operations, constitute 'forward-looking statements'. Forward-looking statements can be identified by the use of forward-looking words such as 'may', 'should', 'expect', 'believe', 'anticipate', 'plan', 'estimate', 'scheduled' or 'continue' or the negative of such terms or comparable terminology. These forward-looking statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of an Obligor, or industry results, to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Obligors and the environment in which they will operate in the future. Various factors exist that could cause actual results, performance or achievements to differ materially from those in the forward-

looking statements. Neither Obligor, nor any other person, gives any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Information Memorandum will actually occur and you are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements in this Information Memorandum reflect views held only as of the applicable Preparation Date. The Obligors disclaim any obligation or undertaking to disseminate after the date of this Information Memorandum any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations in relation thereto or any change in events, conditions or circumstances on which any such statement is based. Any subsequent written and forward-looking statements that may be released and are attributable to an Obligor or persons acting on their behalf are also expressly qualified in their entirety by the above cautionary statements.

Summary of the Subordinated Notes

The following does not purport to be complete and is a brief summary only. It is qualified by, and should be read in conjunction with, the rest of this Information Memorandum, the Conditions of the Subordinated Notes set out herein and the Subordinated Guarantee. Capitalised terms used in the summary are defined in Condition 1.

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| Issuer: | Ampol Limited (ABN 40 004 201 307) (formerly known as Caltex Australia Limited). |
| Subordinated Notes: | A\$500,000,000 Subordinated Notes (<i>Subordinated Notes</i> or <i>Notes</i>). |
| Guarantor: | Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128) (formerly known as Caltex Australia Petroleum Pty Limited). |
| Subordinated Guarantee: | The Subordinated Notes will have the benefit of the Subordinated Guarantee, the form of which is set out in the section of this Information Memorandum titled "Form of Subordinated Guarantee Deed Poll". A copy of the Subordinated Guarantee is available for inspection during usual business hours and on reasonable notice at the Specified Office of the Issuer. |
| Structuring Adviser: | UBS AG, Australia Branch (ABN 47 088 129 613). |
| Dealers: | Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832) Commonwealth Bank of Australia (ABN 48 123 123 124) National Australia Bank Limited (ABN 12 004 044 937) UBS AG, Australia Branch (ABN 47 088 129 613) |
| Registrar and Issuing and Paying Agent: | Austraclear Services Limited (ABN 28 003 284 419) will establish and maintain a Register (as defined below) in Australia on the Issuer's behalf in respect of the Subordinated Notes. |
| Calculation Agent: | Austraclear Services Limited (ABN 28 003 284 419) will provide calculation agency services on the Issuer's behalf in respect of the Subordinated Notes. |
| Agents: | The Registrar and Issuing and Paying Agent and the Calculation Agent. |
| Interest Rate: | The Interest Rate will be as follows: (a) from (and including) the Issue Date, to (but excluding) the Step-Up Date (being 9 December 2030), the Floating Rate; (b) from (and including) the Step-Up Date, to the date on which the Subordinated Notes are redeemed in full, the Floating Rate plus 1.00%, and, in all cases, subject (if applicable) to the Change of Control Step-up. The Floating Rate will be the BBSW Rate plus the Margin (expressed as a percentage per annum). The Margin, which was determined under the Bookbuild, is 3.60% per annum. |
| Interest deferral: | While Interest Amounts are cumulative, on any Optional Interest Payment Date, the Issuer may elect to defer payment of all or part only of an Interest Amount (including any Additional Amount and any Deferred Interest Amount) as more fully described in Condition 4.1. Deferred Interest Amounts are payable as set out in Condition 4.4. See "Payment of Deferred Interest" below. |
| Dividend stopper: | If payment of an Interest Amount is deferred, neither the Issuer nor the Guarantor will declare or pay any dividend, interest or distribution on any of its Parity |

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| | Obligations or Obligor Shares (other than payments made on any Parity Obligations pro rata with payments made on the Subordinated Notes, or a dividend already declared in respect of Obligor Shares or, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer) or redeem, reduce, cancel, purchase or buyback (or procure the redemption, reduction, cancellation, purchase or buyback of) any of its Parity Obligations or Obligor Shares as more fully described in Condition 4.3. |
| Payment of Deferred Interest Amounts: | A Deferred Interest Amount will become due and payable by the Issuer, and the Issuer must pay the Deferred Interest Amount, on the date on which any dividend, distribution or interest is declared or paid on, any redemption, purchase or buyback is made of, or any capital return is made in relation to, any Obligor Share or Parity Obligation of the Issuer, a Subsidiary or the Guarantor (other than in respect of any employment contract, benefit plan or other similar arrangement and, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer). See Condition 4.4(b) and paragraph (b) of the definition of “Deferred Interest Payment Date”. |
| Change of Control Event step-up: | If a Change of Control Event occurs, and the Subordinated Notes are not redeemed in full pursuant to Condition 8.4, the then prevailing Interest Rate will increase by 5.00% per annum with effect from the Change of Control Step-up Date as more fully described in Condition 4.7. |
| First Optional Redemption Date: | 9 March 2026. |
| Step-Up Date: | 9 December 2030. |
| Maturity Date: | 9 December 2080. |
| Redemption at maturity: | Unless previously redeemed, Converted or purchased and cancelled by the Issuer in accordance with the applicable Conditions, each Subordinated Note will be redeemed on the Maturity Date at its Outstanding Principal Amount together with any Deferred Interest Amounts, any Additional Amounts and any other accrued (but unpaid) interest on the Subordinated Note to the date of redemption. |
| Early redemption or purchase: | The Subordinated Notes are redeemable prior to the Maturity Date at the option of the Issuer on the First Optional Redemption Date or on any subsequent Interest Payment Date. The Subordinated Notes are also redeemable on or before the First Optional Redemption Date upon the occurrence of (i) a Change of Control Event (ii) a Tax Event (iii) a Rating Event and/or (iv) a substantial repurchase of Subordinated Notes. The Subordinated Notes may also be purchased prior to the Maturity Date pursuant to Condition 8.2. |
| Form: | The Subordinated Notes will be issued in registered uncertificated form and will be debt obligations of the Issuer which are constituted by, and owing under, a note deed poll made by the Issuer on 8 March 2018, as supplemented by a first supplemental note deed poll (the First Note Deed Poll Supplement) dated on 3 December 2020 (together, the Note Deed Poll). Subordinated Notes will take the form of entries in a register (Register) maintained by the Registrar. |
| Title: | Entry of the name of the person in the Register in respect of a Subordinated Note constitutes the obtaining or passing of title to the Subordinated Note and is conclusive evidence that the person whose name is so entered is the registered holder of the Subordinated Note. |

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| | <p>The Issuer will procure that the Registrar must correct any manifest or proven error of which it becomes aware.</p> <p>The Subordinated Notes will be lodged in the Austraclear System and will be registered in the name of Austraclear Ltd (ABN 94 002 060 773). Neither the Issuer nor the Registrar is under any obligation to recognise any interest in the Subordinated Notes other than the interest of Austraclear as the Noteholder. Interests in the Subordinated Notes will be determined in accordance with the rules and regulations of the Austraclear System.</p> <p>No certificate or other evidence of title will be issued to holders of the Subordinated Notes issued in Australia unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or regulation.</p> |
| Denominations: | <p>The Subordinated Notes will be issued in denominations of A\$10,000.</p> <p>In respect of offers or invitations received in Australia, the Subordinated Notes may only be issued if:</p> <ul style="list-style-type: none"> (a) the consideration payable to the Issuer by the relevant offeree or invitee is a minimum of A\$500,000 or its foreign currency equivalent (disregarding amounts, if any, lent by the Issuer or other person making the offer or invitation or its associates (within the meaning of those expressions in Part 6D.2 or 7.9 of the Corporations Act)) unless the issue is such that, by virtue of the Corporations Act, no disclosure is required to be made under Part 6D.2 or 7.9 of that Act; and (b) the offer or invitation does not constitute an offer or invitation to a 'retail client' as defined for the purposes of section 761G of the Corporations Act. <p>Please see the section of this Information Memorandum headed 'Selling and transfer restrictions'.</p> |
| Status and ranking of Subordinated Notes: | <p>The Subordinated Notes constitute direct, unconditional, unsecured, subordinated and convertible obligations of the Issuer and will at all times rank <i>pari passu</i> without any preference among themselves and <i>pari passu</i> with any Parity Obligations of the Issuer other than any obligations mandatorily preferred by law from time to time outstanding. The rights and claims of Noteholders are subordinated as described in Condition 2.8.</p> |
| Status and ranking of the Subordinated Guarantee: | <p>The Subordinated Guarantee constitutes a direct, unconditional, subordinated and unsecured obligation of the Guarantor. The rights and claims of Noteholders under the Subordinated Guarantee will at all times rank <i>pari passu</i> with any Parity Obligations of the Guarantor other than any obligations mandatorily preferred by law from time to time outstanding. The rights and claims of Noteholders as creditors of the Guarantor are subordinated as described in Condition 3.3.</p> |
| No negative pledge: | <p>The Subordinated Notes do <i>not</i> have the benefit of any negative pledge.</p> |
| Noteholder Conversion: | <p>If the Issuer does not elect to redeem the Subordinated Notes on the First Optional Redemption Date, a Noteholder may at its option request that all (but not some only) of its Subordinated Notes be Converted into Shares in accordance with and subject to Condition 5.2. The Noteholder's Subordinated Notes will then be Converted on the Conversion Date and may not be redeemed by the Issuer on the First Optional Redemption Date. There are no conditions to Conversion occurring (other than that the Issuer must not have issued a Call Notice to redeem the Subordinated Notes on the First Optional Redemption Date).</p> |

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| | Subordinated Notes the subject of a Conversion Notice will be Converted into a number of Shares to be determined on the basis of a discounted VWAP during the VWAP Period (being 20 Trading Days prior to the Conversion Date). |
| Events of Default: | The Events of Default applicable to the Subordinated Notes will be as set out in Condition 12. |
| Consequences of an Event of Default: | Condition 12.2 sets out what action may be taken by Noteholders if an Event of Default occurs and is subsisting with respect to the Subordinated Notes. |
| Use of proceeds: | The issue of Subordinated Notes will form part of Ampol's capital management strategy, including to support its credit profile and provide financial flexibility. The net proceeds of the issuance will be used for general corporate purposes and in line with Ampol's Capital Allocation Framework, as described in the section headed "Capital allocation and balance sheet management" below. |
| Clearing systems: | <p>The Issuer will apply to Austraclear for approval for the Subordinated Notes to be traded on the Austraclear System. Upon approval by Austraclear, the Subordinated Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Subordinated Notes.</p> <p>The rights of a holder of interests in the Subordinated Notes held through the Austraclear System are subject to the rules and regulations of Austraclear.</p> <p>On admission to the Austraclear System, interests in the Subordinated Notes may be held for the benefit of the system operated by Euroclear Bank SA/NV (Euroclear) or the system operated by Clearstream Banking S.A. (Clearstream, Luxembourg). In these circumstances, entitlements in respect of holdings of interests in the Subordinated Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Subordinated Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of JP Morgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.</p> <p>The rights of a holder of interests in Subordinated Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear System.</p> <p>In addition, any transfer of interests in Subordinated Notes which are held through Euroclear or Clearstream, Luxembourg, will to the extent such transfer will be recorded in the Austraclear System and is in respect of offers or invitations received in Australia, be subject to the Corporations Act and the other requirements set out in the Subordinated Notes.</p> |
| Transfer procedures: | <p>There are certain restrictions on the transfer of the Subordinated Notes, as specified in Condition 7.</p> <p>Subordinated Notes held in a clearing system may only be transferred in accordance with the notes and regulations of the relevant clearing system.</p> <p>Subordinated Notes may only be transferred if:</p> <ul style="list-style-type: none"> (a) in the case of Subordinated Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer: <ul style="list-style-type: none"> (i) is for an aggregate consideration payable to the Issuer by the relevant transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent |

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| | <p>by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and</p> <p>(ii) does not constitute an offer to a 'retail client' as defined for the purposes of section 761G of the Corporations Act; and</p> <p>(b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.</p> |
| Payments: | Payments of principal and interest to persons who hold Subordinated Notes through the Austraclear System will be made in accordance with the rules and regulations of Austraclear. |
| Stamp duty: | <p>Any stamp duty incurred on the transfer of Subordinated Notes will be for the account of the relevant investors.</p> <p>Investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer or redemption of the Subordinated Notes, or interests in Subordinated Notes in any jurisdiction.</p> |
| Taxes: | <p>All payments are subject in all cases to applicable provisions of fiscal and other laws and directives (Relevant Laws). If the Issuer is obliged by any Relevant Law to deduct or withhold any amount from a payment otherwise due to a Noteholder, it will do so. If the Issuer is obliged to make a deduction or withholding, then, subject to certain exceptions stipulated in the Conditions, it will pay the relevant Noteholder(s) an Additional Amount in respect of such deduction or withholding (as provided in Condition 10).</p> <p>The Subordinated Notes are intended to be issued in a manner which complies with the exemption from Australian interest withholding tax in section 128F of the Tax Act.</p> <p>See pages 94 to 100 of this Information Memorandum for a brief summary of the key Australian tax consequences in respect of payments made under the Subordinated Notes. Investors should obtain their own taxation advice regarding the taxation implications of investing in Subordinated Notes.</p> |
| Tax File Numbers and Australian Business Numbers: | The Issuer may deduct amounts from payments of interest to be made under the Subordinated Notes at the prescribed rate if an Australian resident investor, or a non-resident investor that holds a Subordinated Note who is carrying on a business at or through a permanent establishment in Australia, has not supplied an appropriate Tax File Number, (if applicable) Australian Business Number or such exemption details as may be necessary to enable the payment to be made without withholding or deduction. |
| Listing: | Unlisted. |
| Selling restrictions: | The offering, sale and delivery of the Subordinated Notes and the distribution of the Information Memorandum and other material in relation to any of the Subordinated Notes will be subject to such restrictions as may apply in any jurisdiction in connection with the offering and sale of them. See the section headed 'Selling and transfer restrictions' below. |
| Investors to obtain independent advice: | This Information Memorandum does not describe all of the risks of an investment in the Subordinated Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an |

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| | investment in the Subordinated Notes and the suitability of investing in the Subordinated Notes in light of their particular circumstances. |
| Equity credit: | There are references in this Information Memorandum to an “equity credit” classification. An equity credit classification of an instrument provides an indication of the extent to which a rating agency treats an instrument as equity rather than as debt when evaluating the quantitative aspects of an issuer’s corporate credit rating. An equity credit classification is not a credit rating. |
| Credit rating: | <p>The credit rating of the Subordinated Notes as of the Issue Date is expected to be: [●]</p> <p>A credit rating is not a recommendation to buy, sell or hold Subordinated Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.</p> <p>Credit ratings are for distribution only to a person (a) who is not a ‘retail client’ within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.</p> |
| Governing law: | The Note Deed Poll, the Subordinated Notes and the Subordinated Guarantee will be governed by the laws of New South Wales, Australia. |

Corporate profile

1. ABOUT AMPOL

Ampol (formerly known as Caltex Australia Limited) is listed on the Australian Securities Exchange (**ASX**) and is one of Australia's leading transport fuel suppliers and convenience retailers. Ampol's principal activities include the purchase, supply, refining, distribution and sale of petroleum products and the operation of convenience retail stores throughout Australia, as well as New Zealand under the Gull New Zealand brand. Ampol also supplies fuel to international customers including Seaoil Philippines Inc. (**SEAOIL**) in the Philippines (a business in which Ampol holds a 20% equity interest).

Ampol has a long history in Australia and over the last six years has transformed to focus on its two connected businesses – Fuels & Infrastructure and Convenience Retail. Ampol's head office is in Sydney, Australia.

Evolution of Ampol's business model

In recent years, Ampol has put the foundations in place for the next stage of its evolution and growth. Milestones have included the conversion of the Kurnell refinery into Australia's largest fuel import terminal and establishing its trading and shipping business in Singapore. Ampol also acquired Gull New Zealand and invested in SEAOIL as further pathways for international growth and implemented a convenience partnership with Woolworths.

In 2019, Ampol further built on these foundations, launching its first Ampol Woolworths Metro stores, making strong progress with the transition to a company operated model and commencing a retail network review to better enable execution of its Convenience Retail strategy (see 'Convenience Retail' in section 2 below).

Ampol rebrand

In December 2019, the company announced that it will transition from the Caltex brand to the Ampol brand over the next three years, following the receipt of a termination notice from Chevron Corporation regarding its licence agreement for the use of the Caltex brand in Australia. The Australian Motorists Petrol Company, which later became Ampol, was founded in 1936 before it merged with Caltex Australia in 1995. This iconic Australian brand reflects the company's deep local heritage and experience in the Australian market. The rebrand transition will be undertaken in a capital disciplined way as part of the roll out of Ampol's broader branded network strategy.

See "Risks relating to Ampol – Rebranding" below.

2. AMPOL'S BUSINESS UNITS

Fuels & Infrastructure

Ampol's Fuels & Infrastructure business sources, imports, refines and distributes the fuels and lubricants that meet approximately one-third of Australia's transport needs. This integrated business currently supplies approximately 1,930 company-owned or affiliated sites and business and commercial customers across a range of industries. Ampol has a network of distribution assets across the country, including the Lytton refinery, 85 bulk fuel storage and distribution hubs and over 300 kilometres of fuel pipelines.

Ampol's Lytton refinery in Brisbane has been in operation since 1965. It is the sole refinery in the state of Queensland and currently one of only four refineries in Australia. However, with the recent announcement of BP Australia to convert its Kwinana refinery to an import terminal, with the new terminal expected to open in

2022, the Lytton refinery will soon become one of only three refineries in Australia. Processing crude and feedstocks sourced and shipped by Ampol, the refinery produces on average approximately 6 billion litres of product each year (prior to COVID-19) used by Ampol's customers or sold to wholesalers. See "Other Recent Developments – Lytton refinery review" below.

The Ampol-owned Kurnell terminal is Australia's largest fuel import terminal and imports fuel to meet local Sydney demand and is also integrated into the broader supply chain to allow optimisation across Ampol's east coast markets.

The Fuels & Infrastructure business also includes Ampol Singapore, a wholly-owned trading and shipping entity domiciled in Singapore. Ampol Singapore was established in 2013 and is responsible for the strategic sourcing of crude oil, refined fuels and feedstocks, and the management of associated shipping. Ampol Singapore plays a critical role in Ampol's integrated value chain by leveraging its infrastructure positions such as the Kurnell terminal, optimising the supply chain around the Lytton refinery, sourcing from a broader range of locations, and allowing make-or-buy decisions to meet product demands. The international market knowledge provided by, and the strong shipping capabilities of, the experienced Ampol Singapore team allows Ampol to access new opportunities more rapidly as market conditions change. This includes optimising the trade flow for Australia and capturing sales into new markets such as New Zealand, the Philippines and other regional supply locations.

In 2020, Ampol opened a trading and shipping office in Houston, USA. The Houston office works in combination with the existing Ampol Singapore team to enable Ampol to benefit from sourcing improvements, an expanded international customer base and assists with investigating opportunities in new markets. Ampol maintains a conservative approach to trading and shipping, with a focus on optimising physical trade within risk management frameworks. In addition, the launch of the international storage pilot in South East Asia in 2019 provides Ampol with new flexibility to generate value from blending, storing and re-parcelling products. This new capability will support Ampol's ability to supply feedstocks to Ampol's Lytton refinery, allow Ampol to meet customers' requirements and to increase optimisation opportunities in and out of countries adjacent to Ampol's supply chains. The extension of capabilities also creates a blueprint for further expansion into new locations, products and services.

The Fuels & Infrastructure business expanded into New Zealand in 2017 with the acquisition of Gull New Zealand (**Gull**). Gull New Zealand has 98 retail sites including 73 controlled retail sites (including 55 unmanned sites) and 25 supply sites, predominantly in New Zealand's North Island. Gull achieved an important milestone in 2019 with the opening of two service stations in New Zealand's South Island.

A strategic partnership with SEAOIL, an independent fuel company in the Philippines, commenced in 2018, with Ampol now supplying wholesale fuel to SEAOIL operations and holding a 20% equity interest in the business.

Convenience Retail

Ampol's convenience retail network consists of 731 sites across all states and territories in Australia and regional, metro and highway locations. This provides an expansive platform for the sale of retail fuels and convenience products.

Ampol has been undergoing a transition of the network to company operations. As at 31 October 2020, a total of 697 sites were company operated (including 53 unmanned diesel stops). This compares with 631 sites as at 31 December 2019 and 519 sites as at 31 December 2018. The remaining retail sites are operated by franchisees as third parties. By the end of 2020, more than 99% of the network will be company operated.

Ampol has a tiered approach to format strategy across its retail network. The 'flagship' format is the Ampol Woolworths Metro stores which is delivered through a partnership with Woolworths, with the first two stores opened in 2019. Ampol Woolworths Metro has a clear customer value proposition and leverages the market-leading qualities of both Ampol and Woolworths to set a new standard of service, product quality and range. The Tier 2 format is The Foodary, which has 66 stores across Ampol's network designed to facilitate fast convenience, but at a lower capital and operating cost than Ampol Woolworths Metro.

In addition to Ampol's partnership with Woolworths and strong relationships with QSR partners, Ampol is dedicated to improving customer service and volume growth through technology and new partnerships. In 2019, Ampol entered a partnership with Uber Eats which was launched at 325 locations and provides customers with access to Ampol products, fresh fruit, fresh drinks and snacks at home. Fuel partnerships with organisations such as Uber, Toyota, NRMA and Hyundai are continuing to drive loyalty by leveraging their marketing channels to access a much wider customer base and deliver growth in volumes. Furthermore, Ampol's partnership with Evie Networks will provide an opportunity to test how electric vehicle charging can be integrated into a traditional service station forecourt. The first ultra-fast electric vehicle charging station in Ampol's retail network opened at Avenel in Victoria in June 2020.

Furthermore, with approximately 80,000 business customers relying on the reach of Ampol's network and reliable supply of fuel and other products, Ampol's AmpolCard offering is a key product offer for B2B customers, playing a key role in securing customers and driving volumes to the Ampol network.

On 17 August 2020, Ampol announced the establishment of an unlisted property trust that will own 203 of Ampol's core freehold Convenience Retail sites (**Property Transaction**). As part of the Property Transaction, which completed on 20 November 2020, a Charter Hall and GIC consortium acquired a 49% minority interest in the property trust for \$682 million (gross proceeds), valuing the entire property trust at \$1.4 billion. Ampol holds a 51% controlling interest in the property trust and maintains strategic and operational control of those core freehold Convenience Retail sites. All sites within the property trust have been leased back to Ampol under long term triple net lease arrangements with a weighted average lease expiry of 19.2 years and multiple options for lease extensions at Ampol's election.

3. AMPOL'S STRATEGY

Ampol's strategy builds on its strengths in fuels, focussing on its core business, establishing a platform to grow and ultimately evolve as energy markets transition. Ampol controls a network of retail and distribution assets and remains focused on delivering integrated value and growth across its business.

Ampol has a successful track record of transformation underpinned by its capabilities in managing complex supply chains, strategic assets and a deep customer base. This has enabled the evolution of its business model and customer offering from a refiner marketer to an integrated fuels and convenience retailer with significant long-term growth pathways.

Enhance, Expand, Evolve

Ampol's two business units, Fuels & Infrastructure and Convenience Retail have clear 'Enhance', 'Expand' and 'Evolve' strategies as Ampol continues to enhance its delivery of everyday convenience to its customers, expand in international markets and, in the future, evolve with its customers' energy needs.

Ampol will maintain and enhance its leading Australian fuel base and core business through relentless focus on cost efficiency, capital effectiveness and customer delivery. Ampol's integrated supply chain and demand base in Australia provides the capability, cash flow and confidence to grow.

Ampol will continue to expand through Convenience Retail shop earnings while also further growing its international earnings through optimising existing and new non-Australian operations.

Ampol will evolve its business model to transition with customers, focusing on a targeted set of energy and decarbonisation opportunities with clear linkages to existing capabilities and assets.

The execution of Ampol's strategy is underpinned by a culture of continuous improvement and its disciplined Capital Allocation Framework.

From time to time, Ampol may also be involved in strategic initiatives and potential corporate transactions across both existing and new business areas. Where any significant initiative or corporate transaction develops, Ampol may make an announcement to the ASX at the appropriate time, in accordance with its Continuous Disclosure Policy.

4. ENVIRONMENT, SOCIAL, GOVERNANCE

Ampol recognises that sustainability is integral to its business strategy and essential to its long-term success. Ampol acknowledges that acting responsibly will make its business more resilient.

Safety

The safety of its people, customers and communities is of utmost importance to Ampol. Ampol continues to deliver targeted programs focusing on reducing the major causes of workplace injuries and continues to work on improving communication with its teams to raise personal awareness of safety hazards.

Climate change and the energy transition

A focus on the opportunities and risks that climate change presents is a priority for Ampol. Ampol is dedicated to ensuring it has the right strategy in place and that it is taking the right actions to future-proof its business for the longer-term. Ampol is committed to implementing the recommendations of the Task Force of Climate-related Financial Disclosures framework and is focussed on testing its operations and strategy against the assumptions for a variety of climate futures including the International Energy Agency's New Policies (2°C) and Current Policies (above 3°C) scenarios. Ampol is preparing an energy transition and decarbonisation strategy, including the setting of targets and focusing on a targeted set of energy and decarbonisation themes with clear linkages to its capabilities and infrastructure including alternative fuels such as bio jet, biofuels, compressed natural gas, liquefied natural gas and hydrogen.

See "Risks relating to Ampol – Environmental & social" below.

Protecting the environment

In 2019, Ampol refreshed its Environmental Policy and prepared a group-wide environmental governance framework with the objective of aligning all its business operations with the ISO14001:2015 standard. Ampol remains focused on managing and mitigating environmental impacts through the integration of environmental management into its operational culture.

Human rights and modern slavery

Ampol supports fundamental human rights and the prevention of modern slavery and human trafficking. Ampol has developed a Human Rights Policy and framework. In response to its obligations under the Modern Slavery Act 2018 (Cth), Ampol has mapped its supply chain, undertaken a high-level modern slavery risk assessment as well as a prioritisation exercise for high risk areas in our supply chain. Ampol's next steps are to embed a formal modern slavery risk assessment and management process into its dealings with

business partners and suppliers, and to delve into the risk areas which have been identified as top priorities. Ampol will be releasing its first Modern Slavery Statement by 30 June 2021.

5. CAPITAL ALLOCATION AND BALANCE SHEET MANAGEMENT

Ampol's Capital Allocation Framework defines its capital priorities and its key objectives are to:

- maintain an optimal capital structure that delivers a competitive cost of capital;
- maintain a strong investment grade credit rating;
- deliver return on capital employed that exceeds the weighted average cost of capital; and
- make disciplined capital allocation decisions between stay-in-business capex, growth capex, debt reduction and distribution of surplus capital to shareholders.

Ampol's Capital Allocation Framework is outlined below:

| Capital Allocation Framework | |
|--|--|
| Stay-In-Business Capex <ul style="list-style-type: none"> ▪ Focused on safety and reliability of supply | |
| Optimal Capital Structure <ul style="list-style-type: none"> ▪ Adj. Net Debt / EBITDA target of 1.5x – 2.0x ▪ Where Adj. Net Debt > 2.0x EBITDA, debt reduction plans become a focus | |
| Ordinary Dividends <ul style="list-style-type: none"> ▪ 50% – 70% of RCOP NPAT (fully franked) | |
| Capital Returns <ul style="list-style-type: none"> ▪ Where Adj. Net Debt < 1.5x EBITDA (or sufficient headroom exists) | Growth Capex <ul style="list-style-type: none"> ▪ Where clearly accretive to shareholder returns ▪ Investments to support energy transition |

Ampol currently has a corporate credit rating of [●] (stable outlook) from Moody's Investors Service (**Moody's**). Moody's assigned this rating to Ampol on 24 October 2019.

Prior to being rated by Moody's, Ampol held a [●] corporate credit rating from Standard & Poor's. This rating was withdrawn on 1 May 2020.

Property Transaction

As mentioned above under "Ampol's Business Units – Convenience Retail", the Convenience Retail Property Transaction announced in August 2020 completed on 20 November 2020, delivering net cash proceeds to Ampol of approximately \$635 million.

At the time of announcement of the transaction, Ampol stated that, given the then prevailing uncertainty around the COVID-19 pandemic, proceeds would initially be used to reduce leverage in line with its Capital Allocation Framework. Since the transaction announcement, Ampol has experienced an improvement in trading performance following the lifting of various COVID-19 restrictions, as reflected in third quarter financial performance. Ampol has balanced considerations of its strong financial position with the likely ongoing economic uncertainty heading into 2021 in deciding now is an appropriate time to utilise the Property Transaction proceeds for a combination of reducing leverage, returning capital to shareholders and pursuing appropriate growth opportunities.

The property trust established by the Property Transaction is intended to remain ungeared and is expected to be consolidated for accounting and Moody's credit rating purposes.

Off-market share buy-back

Ampol has announced its intention to conduct an off-market share buy-back (**Buy-Back**) of approximately \$300m following completion of the Property Transaction and receipt of net proceeds. The Buy-Back has been sized in accordance with Ampol's credit rating commitment and Capital Allocation Framework, having regard to business performance and outlook, future growth options and the ongoing Lytton review.

Ampol is committed to releasing franking credits over time, subject to its Capital Allocation Framework and business performance.

Freehold network optimisation

Apart from the Property Transaction, Ampol's 2019 review of its Convenience Retail network also identified around 50 metropolitan freehold sites as having a higher value through alternative use (**HBU sites**). In September 2019, Ampol commenced a process to divest the first tranche of 25 sites and in December 2019, announced the sale of these sites for approximately \$136 million¹. Ampol continues to focus on maximising returns from its freehold network, including investigating options to optimise capital employed over time in a further ~75 core freehold sites (including the remaining HBU sites), on a site by site basis; and evaluating business models for non-core sites.

Subordinated Notes

Subordinated Notes are hybrid capital securities. Ampol previously issued hybrid capital securities in 2012 (when operating as Caltex Australia) and believes that they are an effective long-term source of capital. The proposed issue of Subordinated Notes will diversify Ampol's capital sources, support its credit profile and increase financial flexibility in line with its Capital Allocation Framework.

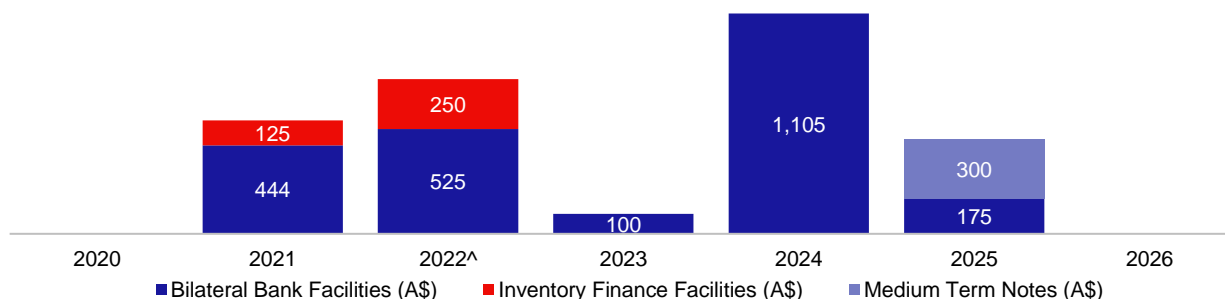
The Subordinated Notes are expected to receive [●] equity credit treatment by Moody's, for the purposes of Moody's assessment of the quantitative aspects of Ampol's credit profile.

Debt maturity profile

Ampol has a staggered debt maturity profile and prudent liquidity position. As at 30 June 2020, Ampol had \$1.8bn in undrawn facilities available.

As at 30 June 2020, Ampol had committed facilities of \$3 billion. Ampol's committed facility maturity profile is shown in the chart below (in A\$m):

¹ Ampol subsequently divested a further 3 HBU sites



^ Includes \$385m undrawn senior unsecured facilities executed in 1H 2020 as a temporary short-term liquidity backstop in response to COVID-19

6. OTHER RECENT DEVELOPMENTS

Impact of COVID-19

The onset of COVID-19 has impacted Ampol's business in a number of ways. Global hydrocarbon demand weakness due to economic hibernation and reduced domestic and international travel has impacted several parts of Ampol's business:

- Australian industry jet fuel demand is expected to be significantly reduced during the period that travel restrictions remain in place;
- declines in Convenience Retail fuel volumes; and
- volume declines for Gull in New Zealand and SEAOL in the Philippines.

However, key business-to-business segments including mining have continued to demonstrate resilience in demand.

In the current environment, Ampol remains committed to taking necessary action to safeguard the health of its people, protect its assets and market-leading position, optimise cash flow, maintain a strong investment grade credit rating and ensure it is best placed to capture opportunities when market conditions improve.

Key initiatives Ampol has identified and implemented in 2020 include:

- Continued focus on optimising value from the integrated supply chain through all market conditions;
- Continued strict adherence to risk management framework;
- Extended the Lytton turnaround and inspection to partially mitigate the impact of lower refiner margins, which was completed as planned at the end of August 2020;
- Approved closure of 20 depots in regional areas and 34 marginal retail sites (in addition to HBU divestments);
- Temporary cost reduction measures;
- Increased committed bank debt facilities and trade finance lines; and
- Targeting 2020 capital expenditure of less than \$250 million.

For further information, please refer to Ampol's ASX announcements.

Lytton refinery review

In October 2020, in response to challenging operating conditions experienced during 2020, Ampol announced that it would commence a comprehensive review of the Lytton refinery and its related supply chains to determine the best operating model over the medium term.

The review will consider all options for the facility's operations and for the connected supply chains and markets it serves. These options include closure and permanent transition to an import model, the continuation of existing refining operations and other alternate models of operation, including the necessary investments required to execute each of the options.

The review will consider all relevant strategic, economic and operational factors, including the recent measures announced by the Australian Government to support refining and bolster fuel security, and the potential impacts on employees, suppliers and other stakeholders. The review will also have regard to financial impacts and Ampol's ongoing commitment to a strong investment grade credit rating.

The review is expected to be concluded in the second quarter of 2021.

Changes in Ampol's Board and Management team

Ampol's Board appointed Matthew Halliday to the position of Managing Director and Chief Executive Officer (CEO) on 29 June 2020. Matthew Halliday joined Ampol in 2019 as Chief Financial Officer and was appointed interim CEO with effect from 2 March 2020. Prior to joining Ampol, Matthew enjoyed a successful career with Rio Tinto spanning 20 years, where he held senior finance and commercial roles across several divisions and geographies.

In March 2020, Jeff Etherington was appointed as Interim Chief Financial Officer. Ampol remains in the process of the recruitment of a permanent Chief Financial Officer.

In August 2020, Andrew Brewer was appointed as Executive General Manager – Infrastructure and Joanne Taylor was appointed as Executive General Manager – Retail, Brand and Culture (previously Executive General Manager – Retail).

In September 2020, following the resignation of Chief Commercial Officer, Louise Warner, Ampol announced the appointment of Brent Merrick to the role of Executive General Manager – Commercial.

In June 2020, Michael Ihlein and Gary Smith joined the Ampol Board as independent non-executive directors.

Selection as preferred proponent for long-term highway leases

In August 2020, Ampol announced it had been advised by Transport for New South Wales that it has been selected as the preferred proponent for the redevelopment of four existing tier 1 highway service centres located on the M4 Motorway at Eastern Creek and on the M31 Hume Highway at Pheasants Nest. These sites are exposed to high traffic flow given their privileged locations on major motorways, with expected total fuel volumes post redevelopment of ~150ML, and strong potential for growth by leveraging Ampol's innovative convenience formats and QSR offerings.

Potential Perth (WA) terminal acquisition

Ampol is in discussions with Puma Energy Holdings Pte. Ltd in respect of a potential acquisition of Puma's partially constructed Perth terminal. There is no certainty at this time that a transaction will proceed.

Further details will be provided at the appropriate time.

Alimentation Couche-Tard approach

In late 2019, Ampol received a conditional, non-binding and indicative acquisition proposal from Alimentation Couche-Tard (**Couche-Tard**) (a Canadian convenience store chain).

In April 2020, Ampol announced that these discussions had concluded following the end of the agreed due diligence period, with Couche-Tard deciding not to proceed.

EG Group approach

In February 2020, Ampol announced that it had received a conditional, non-binding and indicative acquisition proposal from EG Group Limited (**EG Group**). Subsequently in March 2020, Ampol announced that its Board had concluded that the proposal did not represent compelling value for Ampol's shareholders.

Risk factors

In purchasing Subordinated Notes, investors assume the risk that the Issuer and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Subordinated Notes, and the Issuer may elect to defer payments of interest. There is a wide range of factors which individually or together could result in the Issuer and the Guarantor becoming unable to make all payments due in respect of the Subordinated Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's and the Guarantor's control. The Issuer also has discretion to defer payments of interest on certain dates. The Issuer and the Guarantor have identified in this Information Memorandum a number of factors which could materially adversely affect their businesses and ability to make payments due under the Subordinated Notes.

Each of the Issuer and the Guarantor believes that the following factors may affect its ability to fulfil its respective obligations under the Subordinated Notes and the Subordinated Guarantee. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a definitive view on the likelihood of any such contingency occurring.

In addition, factors that are material for the purpose of assessing the market risks associated with the Subordinated Notes and the Subordinated Guarantee are described below. The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Subordinated Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Subordinated Notes, or of any of the Guarantor to make payments under the Subordinated Guarantee, may occur for other reasons which may not be considered significant risks by the Issuer or the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

Please refer to the Conditions for definitions of terms used but not otherwise defined in this section.

RISKS RELATING TO AMPOL

Ampol is committed to the effective management of risk with regards to its core business activities and decision making and has developed an enterprise risk management framework, supported by a governance structure (three lines of defence), to integrate risk management into the overall culture of the organisation.

The Ampol Risk Management Framework (ARMF) has been developed to proactively and systematically identify, assess and address events that could impact business objectives. The ARMF integrates the consideration of risk into the Company's activities so that:

- **risks in relation to the effective delivery of Ampol's business strategy are identified;**
- **control measures are evaluated; and**
- **where potential improvements in controls are identified, improvement plans are scheduled and implemented.**

Commodity price

Ampol's earnings and cash flows are exposed to the risk of both crude and finished product price movements. Ampol seeks, through policy, to mitigate adverse basis and timing risk brought about by purchase and sales transactions that are materially outside the normal operating conditions of Ampol.

Lytton Refiner Margin

The Lytton Refiner Margin (**LRM**) is a key metric which drives the profitability of Ampol's refinery. The LRM represents the difference between the cost of importing a standard Ampol basket of products to eastern

Australia and the cost of importing the crude oil required to make that product basket. The LRM can be negatively impacted by a range of factors, including:

- a decline in global and regional economic activity, leading to a surplus in refining capacity;
- increased regional refinery capacity ahead of demand growth and a decrease in product freight rates relative to crude freight rates;
- an increase in the premium paid for light/sweet crudes (such as Brent crude) used by Ampol compared with the heavy/sour crudes used by major refineries in the region (i.e. the light/heavy spread); and
- the strengthening of the AUD relative to the USD reduces the AUD revenue earned by Ampol (as the LRM components are USD based).

Ampol only has earnings exposure to the LRM through its Lytton refinery operations.

Lytton refinery review

Ampol is currently undertaking a comprehensive review of the Lytton refinery and its related supply chains to determine the best operating model over the medium term. The review will consider all options for the facility's operations and for the connected supply chains and markets it serves. These options include closure and permanent transition to an import model, the continuation of existing refining operations and other alternate models of operation.

The closure of the Lytton refinery and conversion to an import terminal would be a complex project that would require significant investment and would be completed over a number of years. As a major capital project, there would be the potential for schedule delays and cost overruns in the execution of the project. Additionally, there may be operational impacts including unplanned shutdowns, early closure or supply disruptions. The closure of the Lytton refinery would also result in an increase in Ampol's reliance on imported transport fuels.

Whilst the review will have regard to financial impacts and Ampol's ongoing commitment to a strong investment grade credit rating, the combination of operational and financial risks could have a negative impact on Ampol's financial metrics and credit profile.

No decision has been made in relation to the review, which is not expected to be concluded until the second quarter of 2021.

Foreign exchange

Ampol is exposed to the effect of changes in exchange rates on crude and product payables, refiner margin and capital expenditure. As Ampol purchases crude and products in USD, a depreciating AUD against USD between the time Ampol assumes liability for the crude/product and the time it subsequently pays for that crude/product will negatively impact Ampol's payables, earnings and cash flows.

Conversely, the LRM is determined principally with reference to the USD/Singapore spot product price relative to the USD Brent crude price. An appreciating AUD against USD will adversely impact Ampol's AUD refiner margin, and therefore refining earnings and cash flows.

Competition

Ampol operates in a highly competitive market space in both its Fuels & Infrastructure and Convenience Retail businesses. Ampol could be adversely impacted by new entrants to the market or increased competition from existing competitors, more competitive pricing from competitors, changes in contractual terms and conditions with existing customers, and/or the loss of a major customer. Ampol is one of Australia's leading transport fuel supplier and convenience retailer with a growing international presence. It also has one of Australia's largest convenience retail networks. This is a key competitive advantage and a significant barrier to entry for new competitors given the scarcity of property available in key metropolitan markets.

Rebranding

Ampol is transitioning its brand name from Caltex to Ampol. This transition may cause a change in customer perceptions and brand recognition. In addition, Chevron Corporation (which owns the Caltex brand) has announced its intention to use the Caltex brand at the Puma Energy network of petrol stations it acquired in 2019 once its brand licensing agreement with Ampol ends. This may cause some confusion amongst Ampol's customers. These changes could adversely impact the demand for Ampol's products and services.

Operational

There is operational risk associated with Ampol's business. Major hazards or incidents may cause injury or damage to people and/or property, suspension of certain operations and/or financial loss. Ampol's operations are also heavily reliant on information technology. While these systems are subject to regular review and maintenance, and business continuity plans are in place, if these systems are disrupted due to external threat or system error, this may have an adverse effect on Ampol's operations and profitability.

Ampol is committed to the safety of its workforce and has made significant progress in improving process and personal safety throughout the supply chain. Ampol's leadership team is accountable for achieving the highest standards in workplace safety.

Environmental & social

Ampol imports, refines, stores, transports and sells petroleum products, which exposes it to the risk of environmental spills and incidents. There is a risk that an uncontrolled release of product or contaminants to land, air, or water during manufacturing, transportation or storage of Ampol products results in harm to the environment, regulatory impacts, financial penalties and damage to Ampol's brand and reputation. Ampol also has remediation obligations for contaminated sites which it operates or has previously operated. Some of these sites are subject to ongoing environmental management programs and some remain under continuing investigation by relevant regulators. There is a risk that the ultimate liability is greater than the amount provided for by Ampol, which will have an impact on Ampol's profitability.

Risks associated with the transition to a low carbon economy also have the potential to impact Ampol's socio-political and regulatory environment, earnings and growth opportunities as well as its brand and reputation. Ampol must balance the needs of the current economy, its customers and shareholders, while demonstrating active integration of climate associated risks into strategic planning processes to inform its investment decisions. Climate change has the potential to require increases to capital and operating expenditure over time to accommodate changing market conditions. For example, climate change may result in more extreme weather events, increasing bushfire risks and the operational costs of responding to storm damage. Whilst Ampol is preparing an energy transition and decarbonisation strategy, including the setting of targets, there is a risk that Ampol does not meet its decarbonisation targets.

Electric vehicles are expected to increase as a proportion of total road vehicles over time in Australia. An increase in the use of electric vehicles may reduce demand for Ampol's current products and services, which may negatively impact Ampol's financial performance.

Demand for Ampol's products

Ampol's operating and financial performance is influenced by a variety of general economic and business conditions, including economic growth and development, the level of inflation and government fiscal, monetary and regulatory policies. In a global economic downturn, demand for Ampol's products and services may be reduced, which may negatively impact Ampol's financial performance.

Whilst a large portion of Ampol's operations are based in Australia, Ampol's international operations are subject to similar conditions across a range of countries. A weakening of economic conditions may decrease demand for Ampol's products and may result in an adverse impact on Ampol's operating and financial performance. These effects may occur over a short or long period.

Labour shortages and industrial disputes

There is a risk that Ampol may not be able to acquire or retain the necessary labour for operations and development projects.

While Ampol has close working relationships with relevant unions and a long track record of working with unions to resolve issues as they occur, any labour shortages or industrial disputes may disrupt operations and lead to financial loss.

Regulatory

Ampol operates in a highly regulated industry and operates its facilities under various permits, licences, approvals and authorities from regulatory bodies. If those permits, licences, approvals and authorities are revoked or if Ampol breaches its permitted operating conditions, it may lose its right to operate those facilities, either temporarily or permanently, which would adversely impact Ampol's operations and profitability.

Changes in laws and government policy in Australia or elsewhere, including changes in regulations, licence conditions and fuel quality standards, could materially impact Ampol's operations, assets, contracts, profitability and prospects.

Litigation

From time to time, Ampol is exposed to the risk of claims arising from a wide range of possible matters, including disputes with suppliers, joint venture partners, franchisees, contractors, employees, customers, land owners and regulators amongst others. Ampol may also be involved in investigations, inquiries or disputes, debt recoveries, land tenure and access disputes, environmental claims or occupational health and safety claims. Any of these claims or actions could result in delays, increased costs or otherwise adversely impact Ampol's assets, operations, prospects, profitability or the ability for Ampol to operate or pursue operations or opportunities.

Credit risk

Credit risk represents the loss that would be recognised if counterparties failed to perform as contracted. Ampol's primary credit exposure relates to trade receivables. Non-performance by one of Ampol's counterparties, including by counterparties to derivative instruments which Ampol uses to manage financial risks (i.e. interest rate swaps), may negatively impact Ampol's financial performance.

Strategic transactions

From time to time, Ampol considers acquisitions and investments as part of its growth strategy (for example, see "Corporate profile — Other recent developments — Potential Perth terminal acquisition"). If Ampol pursues acquisitions or investments, significant capital may be invested and there is no guarantee that expenditure will generate expected returns or that the acquisition or investment will be successful.

The successful implementation of any acquisition or investment will depend upon a range of factors including potential funding strategies and challenges associated with integrating and adding value to any acquired business or investment. Depending upon the size of the acquisition, the investment could change the nature and scale of Ampol's business, financial performance and capital structure. In addition, the acquisitions or investments could be in jurisdictions in which Ampol does not currently operate, potentially exposing Ampol to new risks associated with that jurisdiction. Each of these matters could adversely impact Ampol's financial position or performance.

Change in credit rating

Credit ratings are subject to revision, suspension or withdrawal at any time by the assigning rating agency. Rating agencies may also revise or replace entirely the methodology applied to derive credit ratings. There is no assurance that any credit or security rating will remain in effect for a given period of time or that any rating

will not be revised or withdrawn entirely by a rating agency in the future if, in its judgement, circumstances warrant a different methodology is applied to derive that rating.

Any downgrade in Ampol's corporate credit rating could adversely impact its ability to obtain financing or increase its financing costs, and/or adversely impact any security rating of the Subordinated Notes, thereby impacting the trading price or value of the Subordinated Notes.

If a rating agency were to reduce the equity credit treatment of the Subordinated Notes following their issue, this could adversely impact Ampol's corporate credit rating, its ability to obtain financing or increase its financing costs. This may also give rise to a redemption risk for Noteholders as described below.

Liquidity

Prudent liquidity risk management implies maintaining sufficient cash and a diversified source of committed credit facilities to meet the forecast funding requirements of the business. From time to time, Ampol will be required to refinance its debt facilities. There is no certainty as to the availability of debt facilities or the terms on which such facilities may be provided to Ampol in the future. Ampol's ability to refinance its debt on acceptable terms as it becomes due, its ability to raise further finance on favourable terms for its business and to pursue opportunities will depend on market conditions and Ampol's future operating performance.

Capital management and allocation

An inability to successfully plan, select and execute capital investments may erode Ampol's licence to operate and investor confidence. Project delays and poor execution of capital projects may impact Ampol's profitability, cash flows, growth aspirations and damage relationships with key stakeholders.

Information technology and cyber security

Ampol's refinery, pipeline and terminal operations are heavily reliant on information technology for the efficient and timely production and movement of crude, intermediate and refined products. While these systems are subject to regular review and maintenance, if these systems are disrupted due to system error, this would have an adverse effect on Ampol's operations and profitability. Similarly, sales and marketing systems, such as the AmpolCard fleet fuel card system, rely on information technology for reliable operation and failure of these systems would have an adverse impact on operations and profitability.

Ampol's systems are also at risk from cyber-attacks. Cyber attackers include organised crime syndicates, hacker activists and state-based cyber espionage, all of which use techniques including hacking, malicious software, phishing and other forms of social engineering. To protect against this, Ampol's information technology and systems are subject to regular review and maintenance and business continuity plans are in place. Ampol actively monitors and responds to potential local and global information technology security threats. However, failure of any of these processes and controls could have a material adverse impact on Ampol's operations and profitability.

Geopolitical conditions and other external events

Ampol operates within both the Australian and international markets. Political instability in markets served by Ampol, as well as the occurrence of terrorist attacks or military conflicts worldwide, could have a material adverse effect on Ampol's operations and profitability.

In addition, external events, such as epidemics and pandemics, natural disasters, severe weather conditions or other "Acts of God" (whether on a regional or global scale) or trade wars may cause a significant operational disruption to Ampol. If external events were to weaken the demand for Ampol's products or materially affect operations for a period of time, Ampol's operating and financial performance and financial condition could be adversely impacted.

COVID-19 and other communicable diseases

The outbreak of communicable diseases (such as COVID-19, MERS, Ebola, the avian flu, H1N1, SARS and the Zika virus) in Australia and around the globe, together with any actual or requested resulting restrictions on movement, travel and/or imposition of quarantines, could have a negative impact on the economy and

business activities in Australia and globally as well as the demand for Ampol's products. Such outbreaks may also affect investment sentiment and result in sporadic volatility in global capital markets. Any or a combination of these factors could, in turn, materially and adversely affect Ampol's business, financial condition, results of operations and prospects. The spread of any severe communicable disease in Australia (and overseas) may also affect the operations of Ampol's customers and suppliers, which could in turn materially and adversely affect Ampol's business, financial condition, results of operations and prospects.

As of the date of this Information Memorandum, there is an ongoing outbreak of the COVID-19 virus. If any of Ampol's employees are suspected of contracting COVID-19, this could require Ampol to quarantine some or all these employees or disinfect the facilities used for its operations. Such measures could result in business continuity issues and/or additional costs. Given the uncertainties as to the development of the COVID-19 outbreak, it is difficult to predict how long these conditions will exist and the extent to which Ampol may be affected.

Loss of key contracts and arrangements

Ampol has a number of key contracts and commercial arrangements, including its wholesale fuel supply contract with EG Group and convenience store partnership with Woolworths. Any failure by Ampol to maintain, renew or replace key contract and commercial arrangements on commercially acceptable terms, or any failure by a counterparty to perform its obligations under such contracts or arrangements, could have a material adverse effect on Ampol's business, operations and financial performance.

RISKS RELATING TO THE GUARANTOR

It is possible that the Guarantor may not have the financial resources or liquidity to pay the amounts required under the Guarantee. Certain risks described above with respect to Ampol will apply to and affect the Guarantor as it is a subsidiary of Ampol.

RISKS RELATING TO THE SUBORDINATED NOTES

The Subordinated Notes may not be a suitable investment for all investors

Each potential investor in the Subordinated Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Subordinated Notes, the merits and risks of investing in the Subordinated Notes and the information contained in this Information Memorandum;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Subordinated Notes and the impact the Subordinated Notes will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Subordinated Notes, including where the currency for principal or interest payments is denominated in a currency different from that of the potential investor;
- (d) understand thoroughly the terms of the Subordinated Notes and the Guarantee and be familiar with the behaviour of any relevant financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate or other factors that may affect its investment and its ability to bear the applicable risks.

The Subordinated Notes are complex investment securities. Sophisticated institutional investors generally do not purchase complex investment securities as stand-alone investments. They purchase complex investment securities as a way to reduce risk or enhance yield as an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Subordinated Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Subordinated Notes will perform under changing conditions, the resulting effects on the value of the Subordinated Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Market price and liquidity of the Subordinated Notes

The market price of the Subordinated Notes may fluctuate due to various factors, including investor perceptions, global economic conditions, interest rates, credit spreads, credit ratings and capital markets, changes in accounting standards, factors that may affect Ampol's financial position and trading results and other factors beyond the control of Ampol. The Subordinated Notes may trade at a market price below the issue price. As a result, Noteholders who wish to sell their Subordinated Notes may be unable to do so at an acceptable price (if at all).

The Subordinated Notes will not be quoted on ASX or any other stock exchange. The Subordinated Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Illiquidity may have an adverse effect on the market value of the Subordinated Notes. Noteholders who wish to sell their Subordinated Notes may be unable to do so at a price acceptable to them, or at all.

The Subordinated Notes and Subordinated Guarantee are subordinated with limited remedies for non-payment

Upon the occurrence of an Insolvency Event (other than for the purposes of a Solvent Reconstruction) of Ampol, the Subordinated Notes will rank:

- behind Issuer Senior Creditors; and
- equally amongst themselves and with Parity Obligations of Ampol other than any obligations mandatorily preferred by law from time to time outstanding;

There may be a shortfall of funds to pay all amounts ranking senior to and equally with the claims of Noteholders under the Subordinated Notes if an Insolvency Event of Ampol occurs. This would result in Noteholders not receiving any payment if claims ranking senior to the Subordinated Notes were not satisfied in full or otherwise not receiving a full return of the principal or any interest due and unpaid at that time.

Similarly, upon the occurrence of an Insolvency Event (other than for the purposes of a Solvent Reconstruction) of the Guarantor, payments of the Guarantee Amounts will be subordinated in right of payment to the prior payment of all other liabilities of the Guarantor, except for Parity Obligations of the Guarantor, other than any obligations mandatorily preferred by law from time to time outstanding.

The Subordinated Notes contain no rights to accelerate payment of principal other than initiating steps, actions or proceedings for, or claiming or proving in the winding up or liquidation of Ampol or the Guarantor.

Interest payments may be deferred

On any Optional Interest Payment Date, Ampol may elect to defer payment of all or part only of an Interest Amount (including any Additional Amount and any Deferred Interest Amount). Ampol may elect to pay a Deferred Interest Amount at any time and may be required to pay a Deferred Interest Amount in certain circumstances.

While deferral of Interest Amounts continues, Ampol, its Subsidiaries and the Guarantor may make payments on any instrument ranking senior to the Subordinated Notes. If payment of an Interest Amount is deferred, neither Ampol nor the Guarantor will:

- declare or pay any dividend, interest or distribution on any of its Parity Obligations or Obligor Shares (other than payments made on any Parity Obligations pro rata with payments made on the Subordinated Notes, or a dividend already declared in respect of Obligor Shares or, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer); or
- redeem, reduce, cancel, purchase or buyback (or procure the redemption, reduction, cancellation, purchase or buyback of) any of its Parity Obligations or Obligor Shares, until the date on which all Deferred Interest Amounts or Guaranteed Amounts have been paid in full.

These restrictions do not apply to a buyback, capital reduction or purchase in connection with any employment contract, benefit plan or other similar arrangement. The terms of any Parity Obligations of Ampol or the Guarantor may operate to restrict Ampol's ability to pay interest on the Subordinated Notes, or the Guarantor's ability to pay Guaranteed Amounts, to the extent that payments are deferred on such Parity Obligations.

Deferral of Interest Amounts may occur and may have an adverse effect on the market price of the Subordinated Notes and the financial position of investors. In addition, as a result of the deferral provisions of the Subordinated Notes, the market price of Subordinated Notes may be more volatile than the market price of other debt securities that are not subject to a payment deferral right and may be more sensitive generally to adverse changes in Ampol's and/or the Guarantor's financial condition.

Changes in Floating Rate and Interest Payments

Interest will accrue on a floating rate basis from the Issue Date. The Floating Rate is calculated for each Interest Period by reference to the BBSW Rate (which is a benchmark floating interest rate for the Australian money market) plus the Margin (which is fixed). The BBSW Rate is influenced by a number of factors and will go up or down over time, resulting in the Interest Rate also moving up or down over time.

In some offshore money markets in recent times certain benchmark floating interest rates have been negative for periods of time (for example, in certain European countries and Japan). If the BBSW Rate were to become negative, then the Floating Rate would be less than the Margin, and in some cases could become equal to or lower than zero. In addition, the methodology used to calculate the BBSW Rate may change over time. The Floating Rate will go up or down over time as a result of movements in the BBSW Rate.

As the Floating Rate fluctuates, there is a risk that it may become less attractive when compared to the rates of return available on comparable securities issued by the Issuer or other entities. Interest Payments will go up or down (both increasing and decreasing) as a result of changes in the Floating Rate due to the factors outlined above, and also as a function of the number of days in each Interest Period.

Amendments of the Conditions

Ampol may, in certain circumstances, amend the Conditions and Note Deed Poll without the consent of Noteholders. Ampol may also otherwise amend the Conditions if the amendment has been approved by an Ordinary Resolution or Extraordinary Resolution.

The Subordinated Notes are long dated securities

The Subordinated Notes will mature on the Maturity Date, which is in 2080. Although Ampol may redeem the Subordinated Notes on the First Optional Redemption Date (and subsequent Interest Payment Dates) and in certain circumstances prior to the First Optional Redemption Date, Ampol is under no obligation to do so.

Noteholders may also request Conversion of their Subordinated Notes into Shares on the Conversion Date, unless the Subordinated Notes have been previously redeemed by Ampol or Ampol has issued a Call Notice. However, Noteholders are under no obligation to do so. Therefore, Noteholders should be aware of the financial risks associated with an investment in long-dated securities.

Ampol may redeem the Subordinated Notes under certain circumstances

Ampol may redeem all (but not some) of the Subordinated Notes at their Outstanding Principal Amount together with any Deferred Interest Amounts, Additional Amounts and any other accrued (but unpaid) interest on the First Optional Redemption Date or, if the Subordinated Notes are not redeemed or Converted on the First Optional Redemption Date, on any subsequent Interest Payment Date. Ampol may also redeem all (but not some) of the Subordinated Notes on or before the First Optional Redemption Date upon the occurrence of a Change of Control Event, a Tax Event, a Rating Event or if Ampol, the Guarantor and/or any Subsidiary (as defined in the Conditions) of Ampol or the Guarantor has, individually or in aggregate, purchased (and not resold) Subordinated Notes equal to or in excess of 75 per cent. of the aggregate principal amount of the Subordinated Notes.

There is a risk that the relevant redemption amount may differ from the market price of the Subordinated Notes at the time of redemption or the timing of such redemption may not accord with a Noteholder's preferences in light of its individual financial circumstances or tax position.

No limitation on issuing senior or equal ranked securities

Subject to applicable law, there are no restrictions on the amount of securities, guarantees or other liabilities which Ampol or the Guarantor may issue or incur and which rank (legally or in effect) senior to, or equal to the Subordinated Notes. If Ampol or the Guarantor does issue such securities, guarantees or incurs other liabilities, the amount (if any) recoverable by Noteholders on the winding-up of Ampol or the Guarantor may be reduced and/or the likelihood of the deferral of Interest Amounts under the Subordinated Notes may be increased. The market value of the Subordinated Notes may also be impacted.

There are tax consequences for investing in the Subordinated Notes

A general description of the Australian taxation consequences of investing in the Subordinated Notes is set out on pages 94 – 101 in the section entitled "Taxation – Australian Taxation". That description is in general terms and is not intended to provide specific advice in relation to the circumstances of any particular investor. Accordingly, investors should seek independent advice in relation to their individual tax position. Noteholders should also be aware that future changes in Australian taxation law including changes in interpretation or application of the law by the courts or taxation authorities in Australia, may affect the taxation treatment of an investment in the Subordinated Notes.

Change of law

The Conditions of the Subordinated Notes are based on laws in effect as at the date of this Supplemental Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to relevant law or administrative practice after the date of this Supplemental Information Memorandum and any such change could materially adversely impact the value of any Subordinated Notes affected by it.

Credit ratings may not reflect all risks associated with an investment in Subordinated Notes

Moody's is expected to assign a credit rating to the Subordinated Notes and has assigned a credit rating to Ampol. The rating may not reflect the potential impact of all risks discussed above, and other factors that may affect the value of the Subordinated Notes. This credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by Moody's at any time.

Furthermore, credit ratings are for distribution only to a person (a) who is not a 'retail client' within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Supplemental Information Memorandum and anyone who receives this Supplemental Information Memorandum must not distribute it to any person who is not entitled to receive it.

Risks relating to the Guarantor's ability to fulfil its obligations under the Guarantee

It is possible that the Guarantor may not have the financial resources or liquidity to pay the amounts required under the Guarantee. Certain risks described above with respect to Ampol will apply to and affect the Guarantor as it is a subsidiary of Ampol.

RISKS RELATING TO CONVERSION AND SHARES

Subordinated Notes may convert into Shares

Noteholders may request Conversion of their Subordinated Notes into Shares on the Conversion Date, unless Subordinated Notes have been previously redeemed by Ampol or Ampol has issued a Call Notice.

There are events and conditions which may affect the ability of Noteholders to trade or dispose of the Shares issued on Conversion and the value which Noteholders are able to realise for those Shares. For example,

Noteholders may be affected by any suspension of trading of Shares, any disruption to the market for Shares or to capital markets generally, the availability of purchasers for Shares and any costs or practicalities associated with trading or disposing of Shares at that time. A number of these and other factors may also affect the price at which Shares may be sold (if they can be sold at all), and Noteholders issued with Shares on Conversion may lose some or all of their investment in Subordinated Notes.

The price used to calculate the number of Shares to be issued on Conversion may be different to the market price of Shares at the time of Conversion because the price used is based on the discounted VWAP during the 20 Trading Days immediately preceding the Conversion Date. The value of the Shares Noteholders receive may be significantly less than the value of those Shares based on the Share price on the Conversion Date.

Shares are a different type of investment to Subordinated Notes. Dividends are payable at the absolute discretion of Ampol and the amount of each dividend is discretionary. In a winding-up of Ampol, claims of Ampol Shareholders rank behind claims of investors in all other securities of Ampol and Ampol's lenders and other creditors (including Noteholders).

Shares issued on Conversion may be issued to a nominee

In certain circumstances, the Shares that an investor would receive on Conversion will be issued to a competent authorised entity (***Nominee***) to sell the shares issued in respect of that investor and pay the cash amount of the net proceeds of sale to the investor. The Nominee will have no duty in relation to the price or terms of such a sale.

Market Price and liquidity of Shares

Any Shares issued on Conversion will rank equally with existing and future Shares, so the ongoing value of Shares received will depend on the market price of Shares after Conversion. The market price of Shares may fluctuate due to various factors, including investor perceptions, Australian and international economic conditions, credit ratings and Ampol's financial performance and position.

If Subordinated Notes are Converted into Shares, there may be no liquid market for Shares at the time of Conversion, or the market at the time of Conversion may be less liquid than that for comparable securities issued by other entities. As a result, Noteholders who wish to sell Shares on Conversion may be unable to do so at a price acceptable to them, or at all. There is also no guarantee that Shares will remain continuously quoted on ASX, or that Shares issued on Conversion will be quoted on ASX at all. Trading in ASX-listed securities may be suspended in certain circumstances or may cease altogether.

Selected financial information

AMPOL PRO FORMA HISTORICAL BALANCE SHEET

The following table sets out the Pro Forma Historical Balance Sheet, derived from Ampol's reviewed Half Year Financial Report Consolidated Balance Sheet as at 30 June 2020, after adjusting for the following material transactions announced and/or completed since balance date:

Property Transaction

Net proceeds of approximately \$635 million (after taxes, stamp duty and other costs) have been received from the Property Transaction with the transaction completing on 20 November 2020. The proceeds are shown below as being used to repay debt.

Off-market share buy-back

Ampol has announced its intention to conduct an off-market share buy-back (**Buy-Back**) of approximately \$300 million, in line with its Capital Allocation Framework, which is expected to complete in Q1 2021. The Buy-Back is shown below as being debt-funded.

Subordinated Notes

The \$500 million in gross proceeds raised from the offer of Subordinated Notes (excluding transaction costs) is assumed to be held on the balance sheet, reflected as incremental cash for the purposes of the Pro Forma Historical Balance Sheet.

| | Pro forma adjustments | | | | |
|-----------------------------------|---------------------------|-------------------------|----------|-----------------------|-------------------------|
| A\$m | Actual as at 30-Jun-20 | Property Transaction | Buy-Back | Subordinated Notes | Pro forma 30- Jun-20 |
| Current assets | | | | | |
| Cash and cash equivalents | 18 | - | - | 500 | 518 |
| Receivables | 1,004 | - | - | - | 1,004 |
| Inventories | 1,196 | - | - | - | 1,196 |
| Other | 38 | - | - | - | 38 |
| Total current assets | 2,256 | - | - | 500 | 2,756 |
| Non-current assets | | | | | |
| Receivables | 9 | - | - | - | 9 |
| Investments (equity accounted) | 180 | - | - | - | 180 |
| Intangibles | 555 | - | - | - | 555 |
| Property, plant and equipment | 3,308 | - | - | - | 3,308 |
| Deferred tax assets | 459 | - | - | - | 459 |
| Employee benefits | 1 | - | - | - | 1 |
| Other | 47 | - | - | - | 47 |
| Total non-current assets | 4,559 | - | - | - | 4,559 |
| Total assets | 6,815 | - | - | 500 | 7,315 |

| A\$m | Pro forma adjustments | | | | |
|--------------------------------------|---------------------------|-------------------------|--------------|-----------------------|-------------------------|
| | Actual as at 30-Jun-20 | Property Transaction | Buy-Back | Subordinated Notes | Pro forma 30- Jun-20 |
| Current liabilities | | | | | |
| Payables | 1,512 | - | - | - | 1,512 |
| Interest bearing liabilities | 160 | - | - | - | 160 |
| Current tax liabilities | 93 | - | - | - | 93 |
| Employee benefits | 54 | - | - | - | 54 |
| Provisions | 119 | - | - | - | 119 |
| Total current liabilities | 1,938 | - | - | - | 1,938 |
| Non-current liabilities | | | | | |
| Payables | 18 | - | - | - | 18 |
| Interest bearing liabilities | 1,969 | (635) | 300 | 500 | 2,134 |
| Deferred tax liabilities | 11 | | | | 11 |
| Employee benefits | 40 | - | - | - | 40 |
| Provisions | 296 | - | - | - | 296 |
| Total non-current liabilities | 2,334 | (635) | 300 | 500 | 2,499 |
| Total liabilities | 4,272 | (635) | 300 | 500 | 4,437 |
| Net assets | 2,543 | 635 | (300) | - | 2,878 |
| Equity | | | | | |
| Issued capital | 503 | - | (25) | - | 478 |
| Treasury Stock | (2) | - | - | - | (2) |
| Reserves | 47 | - | - | - | 47 |
| Retained earnings | 1,981 | - | (275) | - | 1,706 |
| Total parent entity interest | 2,529 | - | (300) | - | 2,229 |
| Non-controlling interest | 14 | 635 ² | - | - | 649 |
| Total equity | 2,543 | 635 | (300) | - | 2,878 |

² Net proceeds.

Conditions of the Subordinated Notes

The following are the Conditions which will be applicable to the Subordinated Notes. The Subordinated Notes are constituted by the Note Deed Poll.

Each Noteholder, and each person claiming through or under each Noteholder, is bound by and is deemed to have notice of, all the provisions contained in the Note Deed Poll. Each such person is also deemed to have notice of the Information Memorandum.

Copies of these documents are available for inspection during usual business hours and on reasonable notice at the Specified Office of the Issuer.

1 Interpretation

1.1 Definitions

The following words have these meanings in these Conditions unless the contrary intention appears.

Additional Amounts has the meaning given in Condition 10.2(d).

Agency Agreement means:

- (a) the Agency and Registry Services Agreement dated 8 March 2018 between the Issuer and Austraclear Services Pty Ltd as the Issuing and Paying Agent and Registrar; and
- (b) any other agreement between the Issuer an Agent for the agency and registry services for the Subordinated Notes.

Agent means any Registrar, Issuing and Paying Agent and Calculation Agent and any additional agent appointed by the Issuer under any Agency Agreement in connection with the Subordinated Notes, or any of them as the context requires.

Alternate Financial Institution means a bank or financial institution which is an authorised deposit-taking institution that is authorised by the Australian Prudential Regulatory Authority to carry on banking business in Australia pursuant to the *Banking Act 1959* (Cth).

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

ASX Listing Rules means the listing rules of ASX as amended, varied or waived (whether in respect of Ampol or generally) from time to time.

ASX Settlement Operating Rules means the settlement operating rules of ASX from time to time with any applicable modifications or waivers granted by ASX.

Austraclear means Austraclear Ltd (ABN 94 002 060 773) or its successor.

Austraclear Regulations means the regulations known as the 'Austraclear Regulations', together with any instructions or directions, established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System and binding on the participants in that system.

Austraclear System means the system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of the system.

Australian Dollars or **A\$** means the lawful currency of the Commonwealth of Australia from time to time.

Authorisation means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing, lodgement or registration required by any Government Agency or any law; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Authorised Officer means, in respect of the Issuer or the Guarantor, any director or company secretary of that party, any person holding the title of Managing Director, Chief Executive Officer, Chief Financial Officer or Group Treasurer or any other person from time to time appointed by that party as an Authorised Officer.

BBSW Rate means, in relation to an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period as displayed as the 'AVG-MID' on the Thomson Reuters Screen BBSW page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.30 am (or such other time at which such rate customarily appears on that page, including, if corrected, as recalculated and republished by the relevant administrator) (**Publication Time**) on the first day of that Interest Period. However, if the rate is not displayed by 10:45 am on that day (or such other time that is 15 minutes after the then prevailing Publication Time), or if it does appear but the Calculation Agent determines that there is a manifest error in that rate or the rate is permanently or indefinitely discontinued, **BBSW Rate** means such other substitute or successor rate that the Calculation Agent (acting in good faith and in a commercially reasonable manner), or one or more Alternate Financial Institutions appointed by the Calculation Agent (at the direction of the Issuer in writing) (in each case, a **Determining Party**) determines is most comparable to the BBSW Rate and is consistent with industry accepted practices, which rate is notified in writing to the Calculation Agent (with a copy to the Issuer) by such Determining Parties, together with such spread adjustment (which may be positive or negative or zero), or method for calculating or determining such spread adjustment, determined by such Determining Party in its sole discretion to produce in the aggregate a rate that is an industry-accepted successor rate for the BBSW Rate at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related relevant provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate for the BBSW Rate at such time). The rate determined by such Determining Party and notified in writing to the Calculation Agent (with a copy to the Issuer) will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten thousandth of a percentage point (0.0001%). Any determination made under this definition of BBSW Rate does not require Noteholder consent and is, in the absence of manifest or proven error, final and binding on the Issuer, the Issuing and Paying Agent, the Registrar, the Calculation Agent and the Noteholders.

Bookbuild means the bookbuild process conducted prior to the issuance of Subordinated Notes pursuant to which the Issuer determined the Margin.

Business Day means a day on which:

- (a) banks are open for business in Sydney, not being a Saturday, Sunday or public holiday in any such place; and
- (b) if a payment is to be made through the Austraclear System, a day on which Austraclear is open for business.

Business Day Convention has the meaning given in Condition 1.2(n).

Calculation Agent means, in respect of a Subordinated Note, the Issuing and Paying Agent.

Call Notice has the meaning given in Condition 8.3(a).

a **Change of Control** occurs, at any time, if:

- (a) a takeover bid is made to acquire all or some of the Shares and the offer is, or becomes, unconditional and as a result of the bid, the bidder (and its associates as defined in section 12 of the Corporations Act) has a relevant interest in more than 50% of the Shares on issue;
- (b) a court approves a scheme of arrangement which, when implemented, will result in a person (and its associates as defined in section 12 of the Corporations Act) having a relevant interest in more than 50% of the Shares on issue; or
- (c) a person (together with its associates as defined in section 12 of the Corporations Act):
 - (i) acquires, or comes to hold beneficially, more than 50% of the voting shares in the capital of the Issuer; or
 - (ii) enters into an agreement to beneficially acquire more than 50% of the voting shares in the capital of the Issuer and the agreement to acquire is, or becomes, unconditional,

but a Change of Control will not occur if the event which would otherwise constitute a Change of Control occurs as part of a Solvent Reconstruction of the Issuer.

Change of Control Event means that:

- (a) a Change of Control occurs at a time when the Subordinated Notes do not carry a solicited credit rating; or
- (b) at a time when the Subordinated Notes do carry a solicited credit rating, a Negative Rating Event occurs:
 - (i) by reason of a Change of Control being anticipated by the relevant Rating Agency (provided that a Change of Control Event will be deemed to have occurred only if and when a Change of Control subsequently occurs); or
 - (ii) during the Change of Control Period,

and the relevant Rating Agency has announced publicly or confirmed in writing to the Issuer that the Negative Rating Event referred to above resulted, in whole or in part, from the occurrence or anticipation of the Change of Control.

Change of Control Period means the period ending 120 days after announcement of the Change of Control having occurred (or such longer period for which the Subordinated Notes are under consideration by a Rating Agency (such consideration having been announced publicly within such 120 day period) for rating review).

Change of Control Step-up has the meaning given in Condition 4.7(a).

Change of Control Step-up Date has the meaning given in Condition 4.7(a).

CHESS means the Clearing House Electronic Sub-register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) or any other applicable securities trading and/or clearance system.

Conditions means, in relation to a Subordinated Note, these terms and conditions.

Conversion means, in relation to a Subordinated Note, the conversion of the Subordinated Note into Shares in accordance with and subject to Condition 5 as it may be amended. “Convert”, “Converting” and “Converted” have corresponding meanings.

Conversion Date means the date on which the Subordinated Notes are to Convert as specified in Condition 5.1(b).

Conversion Notice has the meaning given in Condition 5.1(b).

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

Day Count Fraction means the actual number of days in the period divided by 365.

Deferred Interest Amount has the meaning given in Condition 4.1(b).

Deferred Interest Payment Date means, in respect of a Deferred Interest Amount, the first to occur of:

- (a) the date on which the Issuer elects to pay the Deferred Interest Amount under Condition 4.4(a);
- (b) the date on which any dividend, distribution or interest is declared or paid on, any redemption, purchase or buyback is made of, or any capital return is made in relation to, any Obligor Share or Parity Obligation of the Issuer, a Subsidiary or the Guarantor (other than in respect of any employment contract, benefit plan or other similar arrangement and, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer);
- (c) the Maturity Date;
- (d) any date on which the Subordinated Notes are redeemed or Converted which is not the Maturity Date; and
- (e) the date on which an order is made or a resolution is passed for the winding-up of the Issuer or the Guarantor (other than a Solvent Reconstruction).

Encumbrance means any mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement, any other security agreement or security arrangement and any other arrangement of any kind having the same effect as any of the foregoing other than liens arising by operation of law.

Event of Default means an event specified in Condition 12.

Excluded Tax means a Tax imposed by a jurisdiction on the net income of a Noteholder because the Noteholder has a connection with that jurisdiction, but not a Tax:

- (a) calculated by reference to the gross amount of a payment under a Note Document (without the allowance of a deduction); or
- (b) imposed because the Noteholder is taken to be connected with that jurisdiction solely because it is party to a Note Document or a transaction contemplated by a Note Document.

External Administrator means, in respect of a person:

- (a) a liquidator, provisional liquidator or administrator of that person; or
- (b) a receiver, or a receiver and manager, in respect of all or substantially all of the assets and undertakings of that person.

Extraordinary Resolution has the meaning given to it in the Meeting Provisions.

FATCA means:

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

FATCA Withholding means any deduction or withholding made for or on account of FATCA.

First Optional Redemption Date means 9 March 2026.

Floating Rate means the BBSW Rate plus the Margin (expressed as a percentage per annum).

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

Guaranteed Amounts has the meaning given in Condition 3.1.

Guarantor means Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128).

Guarantor Senior Creditors means the holders of Senior Obligations of the Guarantor.

Guarantor Share means an ordinary share in the capital of the Guarantor.

Information Memorandum means the information memorandum dated 8 March 2018 relating to the medium term note programme established by the Issuer for the issue from time to time of medium term notes, as supplemented and superseded by the supplemental information memorandum dated 1 December 2020 prepared by the Issuer in connection with the issue of the Subordinated Notes and all documents incorporated by reference in it.

Insolvency Event means a winding up, liquidation or provisional liquidation or the appointment of an administrator, liquidator, provisional liquidator or other similar officer in respect of the Issuer or the Guarantor (as the case may be) or any corporate action is taken by the Issuer or the Guarantor (as the case may be) to appoint such person.

Interest Amount means, in relation to an Interest Period, the amount of interest payable for that Interest Period as determined under Condition 4.8.

Interest Payment Date means 9 March, 9 June, 9 September and 9 December in each year commencing on 9 March 2021 until (and including) the Maturity Date or such earlier date on which the Subordinated Notes are redeemed or Converted in full, adjusted, if necessary, for the purpose of payment or for the calculation of interest, in accordance with the Business Day Convention.

Interest Period means the period beginning on (and including) the Issue 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, provided that the final Interest Period shall end on the Maturity Date (or, if the Subordinated Note is redeemed or Converted earlier, the date on which it is redeemed or Converted in full).

Interest Rate means:

- (a) from (and including) the Issue Date, to (but excluding) the Step-Up Date, the Floating Rate;
- (b) from (and including) the Step-Up Date, to the date on which the Subordinated Notes are redeemed in full, the Floating Rate plus 1.00%,

and, in all cases, subject (if applicable) to the Change of Control Step-up.

Issue Date means 9 December 2020.

Issuer means Ampol Limited (ABN 40 004 201 307).

Issuer Senior Creditors means holders of Senior Obligations of the Issuer.

Issuing and Paying Agent means Austraclear Services Limited in its capacity as issuing and paying agent or any other issuing and paying agent appointed by the Issuer from time to time in accordance with these Conditions.

Margin means 3.60% per annum (as determined under the Bookbuild).

Maturity Date means 9 December 2080.

Meeting Provisions means the provisions for the convening of meetings and passing of resolutions by Noteholders set out in the Schedule to these Conditions.

Moody's means Moody's Investors Service, Inc. (or any of its subsidiaries or any successor in business thereto from time to time).

a **Negative Rating Event** will occur if:

- (a) the solicited credit rating assigned to the Subordinated Notes by a Rating Agency is lowered by at least one full rating notch by that Rating Agency and the lowered credit rating is lower than [●] (or equivalent) in the case of Moody's and/or the equivalent thereof in the case of another Rating Agency; and
- (b) such credit rating is not, within the Change of Control Period (or, in the case of a Negative Rating Event resulting, in whole or in part, from the anticipation of a Change of Control, within the period commencing on the date on which the Negative Rating Event occurs and ending 120 days thereafter), subsequently upgraded to a rating of [●] (or equivalent or higher) in the case of Moody's and the equivalent thereof in the case of another Rating Agency.

Nominal Amount has the meaning given in Condition 6.1(a).

Note Deed Poll means the note deed poll made by the Issuer on 8 March 2018, as supplemented by the first note deed poll supplement made by the Issuer on 3 December 2020.

Note means a subordinated note issued by the Issuer which is constituted by and owing under the Note Deed Poll, title to which is recorded in and evidenced by an inscription in the Register.

Note Documents means the Note Deed Poll, Subordinated Guarantee and the Agency Agreement, each as amended and replaced from time to time.

Noteholder means a person whose name is for the time being entered in the Register as a holder of a Subordinated Note, and when a Subordinated Note is entered into the Austraclear System it includes Austraclear. It includes, except in the case of a payment obligation, an investor with an interest or right in a Subordinated Note through another person or intermediary.

Notional Preference Share means

- (a) in respect of the Issuer, an actual or notional class of preference shares in the capital of the Issuer ranking junior to the claims of Issuer Senior Creditors and having an equal right to return of assets in the winding-up of the Issuer to, and so ranking *pari passu* with, the most junior class or classes of preference shares in the capital of the Issuer from time to time (including any such preference shares which constitute Parity Obligations of the Issuer) and which have a right to a return of assets in the winding-up in priority only to the claims of holders of Shares; or
- (b) in respect of the Guarantor, an actual or notional class of preference shares in the capital of the Guarantor ranking junior to the claims of Guarantor Senior Creditors and having an equal right to return of assets in the winding-up of the Guarantor to, and so ranking *pari passu* with, the most junior class or classes of preference shares in the capital of the Guarantor from time to time (including any such preference shares which constitute Parity

Obligations of the Guarantor) and which have a right to a return of assets in the winding-up in priority only to the claims of holders of Guarantor Shares.

Obligor means the Issuer or the Guarantor (as the case may be).

Obligor Share means a Share or a Guarantor Share (as the case may be).

Optional Interest Payment Date means an Interest Payment Date where no dividend, distribution or interest has been paid on, no redemption, purchase or buyback has been made of, and no capital return has been made in relation to, any Obligor Share or Parity Obligation of the Issuer, a Subsidiary or the Guarantor (other than in respect of any employment contract, benefit plan or other similar arrangement and, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer) during the period of six consecutive months preceding such Interest Payment Date.

Optional Redemption Date means the First Optional Redemption Date or, if the Subordinated Notes are not redeemed or Converted on the First Optional Redemption Date, each subsequent Interest Payment Date.

Ordinary Resolution has the meaning given to it in the Meeting Provisions.

Outstanding Principal Amount means, in relation to a Subordinated Note, the principal amount outstanding on that Subordinated Note from time to time.

Parity Obligation means:

- (a) in respect of the Issuer:
 - (i) any series of preference shares issued by the Issuer ranking equally as to dividends or other income distributions with the Subordinated Notes; or
 - (ii) any security or obligation issued by a Subsidiary of the Issuer which benefits from a guarantee or other contractual support undertaking of the Issuer which guarantee or contractual support undertaking ranks or is expressed to rank equally as to dividends, interest or other income distributions with the Subordinated Notes; and
 - (iii) any other security, obligation, instrument or preferred security issued by the Issuer ranking or expressed to rank equally as to dividends, interest or other income distributions with the Subordinated Notes; and
- (b) in respect of the Guarantor:
 - (i) any preference share issued by the Guarantor which ranks equally with the Subordinated Guarantee for return of capital in a winding-up of the Guarantor; and
 - (ii) any other security or obligation, the claim of the holder of which ranks or is expressed to rank *pari passu* with the Guarantor's obligations under the Subordinated Guarantee in a winding-up of the Guarantor.

Rating Agency means Moody's or any other reputable rating agency substituted for it by the Issuer by whom a solicited rating has been assigned to the Issuer or the Subordinated Notes, as the context requires.

Rating Downgrade means the solicited rating previously assigned to the Issuer by the Rating Agency changed from an investment grade rating (Baa3, BBB- or better, or equivalent) to a non-investment grade rating (Ba1, BB+ or worse, or equivalent).

Rating Event means that as a result of:

- (a) a Rating Downgrade; or
- (b) an amendment, clarification or change to the equity credit criteria of any Rating Agency from whom the Issuer is assigned solicited ratings (**Change in Rating Criteria**),

the Subordinated Notes will no longer be eligible, in whole or in part, for the same or higher equity credit which was assigned by the relevant Rating Agency on the Issue Date, or, if equity credit was not assigned on the Issue Date, on the date when the equity credit was assigned for the first time. If the Subordinated Notes have been partially or fully refinanced since the Issue Date and are no longer eligible for equity credit in part or in full as a result of the refinancing, a Rating Event will occur if the Subordinated Notes would no longer have been eligible as a result of a Change in Rating Criteria had they not been refinanced.

Record Date means 5.00pm in the place where the Register is maintained on the date which is eight calendar days before the payment date or other relevant date.

Register means a register of Noteholders maintained by the Registrar on behalf of the Issuer in which is entered the name and address of Noteholders whose Subordinated Notes are carried on that Register, the amount of Subordinated Notes held by each Noteholder, Issue Date and transfer of those Subordinated Notes and any other particulars which the Issuer sees fit.

Registrar means Austraclear Services Limited in its capacity as registrar of the Subordinated Notes or such other person appointed by the Issuer to establish and maintain the Register on the Issuer's behalf from time to time.

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

Reorganisation means, in relation to the Issuer, a division, consolidation or reclassification of that entity's share capital not involving any cash payment or other distribution or consideration to or by holders of Obligor Shares.

Scheduled Trading Day means a day which is a business day within the meaning of the ASX Listing Rules.

Security Interest means a mortgage, charge, pledge, lien, encumbrance, trust, finance lease, hire purchase or other security interest securing any obligation or any other agreement which, in each case, in effect secures the payment or performance of any obligation.

Security Record has the meaning given to it in the Austraclear Regulations.

Senior Obligations means all debt obligations of the Obligors, issued directly or indirectly, other than Parity Obligations and Obligor Shares.

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

Solvent Reconstruction means, with respect to the Issuer or the Guarantor, a solvent winding-up, deregistration, dissolution, scheme of arrangement or other reorganisation of the Issuer or Guarantor solely for the purposes of a consolidation, amalgamation, merger or reconstruction, the terms of which have been approved by the holders of Obligor Shares (as applicable) or by a court of competent jurisdiction under which the continuing or resulting corporation effectively assumes the obligations of the Issuer or the Guarantor under these Conditions and the Note Deed Poll or Subordinated Guarantee Deed Poll (as the case may be).

Specified Office means, in respect of a person, the office specified in the Information Memorandum or any other address notified to Noteholders from time to time.

Standard & Poor's means Standard & Poor's (Australia) Pty Ltd (or any of its subsidiaries or any successor in business thereto from time to time).

Step-Up Date means 9 December 2030.

Subordinated Guarantee Deed Poll means the subordinated guarantee and indemnity deed poll made by the Guarantor on 3 December 2020.

Subordinated Note means a Note issued in accordance with these Conditions.

Subsidiary means an entity which is a subsidiary within the meaning of the Corporations Act.

Tax or **Taxes** means any taxes, levy, imposts, duty or other charges, or withholdings of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) (other than any Excluded Tax).

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth).

a **Tax Event** occurs if:

- (a) the Issuer (or if the Subordinated Guarantee was called upon, the Guarantor) is required (or will be required) to pay an Additional Amount in respect of a Subordinated Note; or
- (b) interest paid on the Subordinated Notes ceases (or will cease) to be fully deductible (or its deductibility will be materially reduced) under Australian corporate income tax law as it applies to the Issuer,

and, in either case, the requirement or cessation (as the case may be) cannot be avoided by the Issuer or Guarantor (as the case may be) taking reasonable measures available to it.

Trading Day means any day:

- (a) which is a Scheduled Trading Day; and
- (b) on which the Shares:
 - (i) are not suspended from trading on ASX (excluding any intra-day trading halt which the Issuer considers has not materially affected the VWAP on that day) or such other principal exchange on which the Shares are then listed; and
 - (ii) have traded at least once on ASX.

VWAP means the average of the daily volume weighted average prices of the Shares traded on ASX during the VWAP Period, subject to any adjustments made under Condition 6.2 (such average being rounded to the nearest full cent) but does not include any “Crossing” transacted outside the “Open Session State” or any “Special Crossing” transacted at any time, each as defined in the ASX Settlement Operating Rules, or any overseas trades pursuant to the exercise of options over the Shares.

VWAP Period means the period of 20 Trading Days immediately preceding (but not including) the Conversion Date.

1.2 Interpretation

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

- (a) The singular includes the plural and the converse.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** includes an individual, company, corporation, firm, trust, partnership, unincorporated body, government, agency or instrumentality or other entity and includes any of them and a reference to a particular person includes that person’s executors, administrators, successors, substitutes and assigns.
- (e) A reference to a **Condition, annexure or schedule** is a reference to a condition of, or annexure or schedule to, these Conditions.
- (f) A reference to a **party** to an agreement or document includes the party’s successors and permitted substitutes or assigns.
- (g) A reference to **legislation** or to a **provision of legislation** includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (h) A reference to **writing** includes an email and any means of reproducing words in a tangible and permanently visible form, and for the purposes of any party giving notice, includes any electronic transmission.
- (i) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (j) The meaning of terms is not limited by specific examples introduced by **including**, or **for example**, or similar expressions.
- (k) A reference to **law** includes common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them) and to **directive** includes a treaty, official

directive, request, regulation, guideline or policy (whether or not having the force of law) with which participants in the relevant market habitually comply.

- (l) All references to **time** are to Sydney time.
- (m) The terms **relevant interest**, **scheme of arrangement**, **takeover bid** and **voting shares** when used in these Conditions have the meaning given in the Corporations Act.
- (n) If an event under these Conditions must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day (unless the next Business Day is in the following month, in which case the stipulated day will be taken to be the preceding Business Day), unless a contrary intention is expressed (the **Business Day Convention**).

1.3 Document or agreement

A reference to:

- (a) an **agreement** includes a guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and
- (b) a **document** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

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

1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to 'principal' is taken to include any Additional Amounts in respect of principal which may be payable under Condition 10 ('Taxation'), any premium payable by the Issuer in respect of a Subordinated Note, and any other amount in the nature of principal payable in respect of the Subordinated Notes under these Conditions;
- (b) the principal amount of a Subordinated Note which may vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is taken as at any time to equal its varied amount; and
- (c) any reference to 'interest' is taken to include any Additional Amounts and any other amount in the nature of, or in substitution for, interest payable in respect of the Subordinated Notes under these Conditions.

1.5 Listing requirements included as law

A listing rule, business rule or market integrity rule of a financial market (as defined in the Corporations Act) will be regarded as a **law**.

2 Form, Title and Status of the Subordinated Notes

2.1 Form

- (a) Each Subordinated Note is issued in registered form by inscription in the Register.

- (b) Each Subordinated Note is a separate debt obligation of the Issuer constituted by, and owing under, the Note Deed Poll and may (subject to Condition 7) be transferred separately from any other Subordinated Note.

2.2 Registered owners

- (a) The person whose name is inscribed in the Register as the registered owner of any Subordinated Note from time to time will be treated by the Issuer, the Issuing and Paying Agent and the Registrar as the absolute owner of such Subordinated Note for all purposes whether or not any payment in relation to such Subordinated Note is overdue and regardless of any notice of ownership, trust or any other interest inscribed in the Register subject to rectification for fraud or error. Two or more persons registered as Noteholders are taken to be joint holders with right of survivorship between them. The person registered in the Register as a holder of a Subordinated Note will be treated by the Issuer, the Issuing and Paying Agent and the Registrar as the absolute owner of that Subordinated Note and none of the Issuer or the Registrar is, except as required by order of a court of competent jurisdiction or as provided by statute, obliged to take notice of any other claim to or in respect of a Subordinated Note.
- (b) Upon a person acquiring title to a Subordinated Note by virtue of becoming registered as the owner of that Subordinated Note, all rights and entitlements arising by virtue of the Note Deed Poll in respect of that Subordinated Note vest absolutely in the registered owner of the Subordinated Note, so that no person who has previously been registered as the owner of the Subordinated Note nor any other person has or is entitled to assert against the Issuer or the Registrar or the registered owner of the Subordinated Note for the time being and from time to time any rights, benefits or entitlements in respect of the Subordinated Note.

2.3 Denomination

Subordinated Notes are denominated in Australian Dollars and each Subordinated Note is issued in the single denomination of A\$10,000. Each Subordinated Note is issued fully paid.

2.4 Inscription conclusive

Each inscription in the Register in respect of a Subordinated Note is:

- (a) sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed is the registered owner of the Subordinated Note;
- (b) evidence for the benefit of the relevant Noteholder, that a separate and individual acknowledgement by the Issuer of its indebtedness to that person is constituted by the Note Deed Poll and of the vesting in such person of all rights vested in a Noteholder by the Note Deed Poll; and
- (c) evidence that the person whose name is so inscribed is entitled to the benefit of an unconditional and irrevocable undertaking by the Issuer constituted by the Note Deed Poll that the Issuer will make all payments of principal and interest (if any) and any other amounts in respect of the Subordinated Note in accordance with these Conditions.

2.5 Manifest or proven errors

The making of, or the giving effect to, a manifest or proven error in an inscription into the Register will not avoid the constitution, issue or transfer of a Subordinated Note. The Issuer will procure that the Registrar must correct any manifest or proven error of which it becomes aware.

2.6 No certificate

- (a) Without limiting paragraph (b), no certificate or other evidence of title shall be issued by or on behalf of the Issuer to evidence title to a Subordinated Note unless the Issuer determines that certificates should be made available or that it is required to do so under any applicable law or regulation.
- (b) The Issuer agrees, on request by a Noteholder, to procure the Registrar to provide (and the Registrar agrees to provide) to the Noteholder a certified extract of the particulars entered on the Register in relation to that Noteholder and the Subordinated Notes held by it.
- (c) No person shall subscribe for the Subordinated Notes in Australia unless:
 - (i) the aggregate consideration payable to the Issuer by the subscriber is at least A\$500,000 (disregarding moneys lent by the Issuer or its associates) or the Subordinated Notes are otherwise issued in a manner which does not require disclosure in accordance with Part 6D.2 or Part 7 of the Corporations Act; and
 - (i) the offer or invitation from which the issue results does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act.

2.7 Status of the Subordinated Notes

The Subordinated Notes constitute direct, unconditional, unsecured, subordinated and convertible obligations of the Issuer and will at all times rank *pari passu* without any preference among themselves and *pari passu* with any Parity Obligations of the Issuer other than any obligations mandatorily preferred by law from time to time outstanding. The rights and claims of Noteholders are subordinated as described in Condition 2.8.

2.8 Ranking of the Subordinated Notes

- (a) The claims of Noteholders as creditors of the Issuer are subordinated to the claims of Issuer Senior Creditors in that if at any time an Insolvency Event occurs in relation to the Issuer (other than for the purposes of a Solvent Reconstruction of the Issuer), repayment of the Outstanding Principal Amount is subordinated and the amount payable by the Issuer to a Noteholder under or in relation to such Noteholder's Subordinated Notes (in lieu of any other payment by the Issuer to such Noteholder under or in relation to the Subordinated Notes, including pursuant to these Conditions or the Note Deed Poll), shall be limited to the amount that would have been payable to such Noteholder if, immediately prior to and throughout any process which follows such Insolvency Event, such Noteholder was the holder of Notional Preference Shares in the Issuer.
- (b) For the purposes only of that calculation, a Noteholder will be deemed to hold one preference share of A\$1.00 each in the capital of the Issuer ranking equally with the Notional Preference Shares for each A\$1.00 of the Outstanding Principal Amount and any accrued but unpaid interest thereon (including any Deferred Interest Amount) plus any other amount that would otherwise be payable to that Noteholder under these Conditions. The

amount payable to a Noteholder under this Condition will only be paid after the debts owing to the Issuer Senior Creditors have been paid in full.

2.9 Noteholder acknowledgements

Each Noteholder acknowledges and agrees that:

- (a) Condition 2.8 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) the claims of Issuer Senior Creditors to which it is subordinated include each Issuer Senior Creditor's entitlement to interest under section 563B of the Corporations Act and it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act to the extent that the holder of a Notional Preference Share would not be entitled to such interest;
- (c) the debt subordination effected by this Condition 2 is not affected by any act or omission of the Issuer or any Issuer Senior Creditor which might otherwise affect it at law or in equity;
- (d) to the maximum extent permitted by applicable law, it may not exercise or claim any right of set-off or counterclaim in respect of any amount owed by it to the Issuer against any amount owed to it by the Issuer in respect of Subordinated Notes and it shall waive and be deemed to have waived such rights of set-off or counterclaim;
- (e) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Issuer in respect of Subordinated Notes in excess of its entitlement under this Condition 2;
- (f) it may not exercise any voting rights as a creditor in any administration which follows an Insolvency Event until after all Issuer Senior Creditors have been paid in full or otherwise in a manner inconsistent with the subordination contemplated in this Condition 2;
- (g) it does not have, and is taken to have waived, to the maximum extent permitted by law, any right to prove in a winding-up of the Issuer as a creditor in respect of the Subordinated Notes so as to diminish any distribution, dividend or payment that any Issuer Senior Creditor would otherwise receive or be entitled to receive; and
- (h) it has no remedy for the recovery of amounts owing to it other than to prove in the winding-up of the Issuer in accordance with this Condition 2.

3 Subordinated Guarantee

3.1 Subordinated Guarantee

The payment of the Outstanding Principal Amount, interest and any other moneys due and payable by the Issuer under or pursuant to the Subordinated Notes and/or the Subordinated Guarantee Deed Poll (the **Guaranteed Amounts**) has been unconditionally and irrevocably guaranteed on a subordinated basis by the Guarantor (the **Subordinated Guarantee**) in and on the terms set out in the Subordinated Guarantee Deed Poll. For the avoidance of doubt, any Deferred Interest Amount will not be a Guaranteed Amount until it becomes due and payable in accordance with Condition 4.4(b).

3.2 Status of Subordinated Guarantee

The obligations of the Guarantor under the Subordinated Guarantee constitute unconditional, unsecured and subordinated obligations of the Guarantor and will at all times rank *pari passu* with any Parity Obligations of the Guarantor, other than any obligations mandatorily preferred by law from time to time outstanding.

3.3 Subordination of the Subordinated Guarantee

- (a) The claims of Noteholders as creditors of the Guarantor are subordinated to the claims of Guarantor Senior Creditors in that if at any time an Insolvency Event occurs in relation to the Guarantor (other than for the purposes of a Solvent Reconstruction of the Guarantor), the amount payable by the Guarantor to a Noteholder under or in relation to the Subordinated Guarantee, shall be the amount that would have been payable to such Noteholder if, immediately prior to and throughout any process which follows such Insolvency Event, such Noteholder was the holder of Notional Preference Shares in the Guarantor.
- (b) For the purposes only of that calculation, a Noteholder will be deemed to hold one preference share of A\$1.00 each in the capital of the Guarantor ranking equally with the Notional Preference Shares in the Guarantor for each A\$1.00 of the relevant Guaranteed Amounts in respect of the relevant Subordinated Note. The amount payable to a Noteholder under this Condition by the Guarantor will only be paid after the debts owing to the Guarantor Senior Creditors have been paid in full.

3.4 Noteholder acknowledgements

Each Noteholder acknowledges and agrees that:

- (a) Condition 3.3 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) the claims of Guarantor Senior Creditors to which it is subordinated include each Guarantor Senior Creditor's entitlement to interest under section 563B of the Corporations Act and it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act to the extent that the holder of a Notional Preference Share would not be entitled to such interest;
- (c) the debt subordination effected by this Condition 3 is not affected by any act or omission of the Issuer or any Guarantor Senior Creditor which might otherwise affect it at law or in equity;
- (d) to the maximum extent permitted by applicable law, it may not exercise or claim any right of set-off or counterclaim in respect of any amount owed by it to the Guarantor against any amount owed to it by the Guarantor in respect of the Subordinated Notes or the Subordinated Guarantee and it shall waive and be deemed to have waived such rights of set-off or counterclaim;
- (e) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Guarantor in respect of the Subordinated Guarantee in excess of its entitlement under this Condition 3;

- (f) it may not exercise any voting rights as a creditor in any administration which follows an Insolvency Event until after all Guarantor Senior Creditors have been paid in full or otherwise in a manner inconsistent with the subordination contemplated in this Condition 3;
- (g) it does not have, and is taken to have waived, to the maximum extent permitted by law, any right to prove in a winding-up of the Guarantor as a creditor in respect of the Subordinated Notes or the Subordinated Guarantee so as to diminish any distribution, dividend or payment that any Guarantor Senior Creditor would otherwise receive or be entitled to receive; and
- (h) it has no remedy for the recovery of amounts owing to it other than to prove in the winding-up of the Guarantor in accordance with this Condition 3.

4 Interest

4.1 Deferral of Interest

- (a) On any Optional Interest Payment Date, the Issuer may elect to defer the payment of all or part only of an Interest Amount (including any Additional Amount and any Deferred Interest Amount) on the relevant Optional Interest Payment Date, by giving no less than five Business Days' notice to the Noteholders prior to the Record Date relating to such Optional Interest Payment Date. Notwithstanding the requirement to give notice pursuant to this Condition 4.1(a), failure to give such notice shall not prejudice the right of the Issuer to defer the payment of any Interest Amount (including any Additional Amount and any Deferred Interest Amount) pursuant to this Condition 4.1(a).
- (b) If the Issuer determines that an Interest Amount (or part thereof) will not be paid on an Optional Interest Payment Date under paragraph (a) (a **Deferred Interest Amount**), it will not be immediately due and payable on that Optional Interest Payment Date, but will become due and payable, and must be paid in accordance with Condition 4.4 unless deferred again or paid earlier under Condition 4.4.

4.2 Interest payments are cumulative and compounding

- (a) Deferred Interest Amounts accumulate with compounding interest. Additional interest will accrue on such Deferred Interest Amounts:
 - (i) at the same Interest Rate as is, at any time, applicable to the Subordinated Notes; and
 - (ii) from (and including) the date on which (but for such deferral) the Deferred Interest Amount payment would otherwise have been due to (but excluding) the date the Deferred Interest Amount payment is actually paid,

and will be added to the Deferred Interest Amount (and thereafter accumulate additional interest accordingly) on each Interest Payment Date. Each Deferred Interest Amount and additional interest thereon will be payable in accordance with this Condition 4.

- (b) The Issuer will notify the Noteholders, the Registrar and each Agent of any determination by it not to pay all or part of an Interest Amount which would otherwise fall due on an Interest Payment Date not less than 15 Business Days prior to the relevant Interest Payment Date.

Deferral of Interest Amounts pursuant to this Condition will not constitute a default of the Issuer or a breach of its obligations under the Subordinated Notes or for any other purpose.

4.3 Restrictions in the event of deferral of payment of an Interest Amount

If a Deferred Interest Amount has not been paid in full by the date which is 20 Business Days following the Interest Payment Date on which it would otherwise have been due, neither the Issuer nor the Guarantor will:

- (a) declare or pay any dividend, interest or distribution on any of its Parity Obligations or Obligor Shares (other than payments made on any Parity Obligations pro rata with payments made on the Subordinated Notes, or a dividend already declared in respect of Obligor Shares at or prior to the time that some or all of an Interest Payment is deferred under Condition 4.1 or, in the case of the Guarantor, a dividend to be declared for or paid to the Issuer); or
- (b) redeem, reduce, cancel, purchase or buyback (or procure the redemption, reduction, cancellation, purchase or buyback of) any of its Parity Obligations or Obligor Shares,

until the date on which all Deferred Interest Amounts or Guaranteed Amounts have been paid in full.

The restrictions above do not apply to a buyback, capital reduction or purchase in connection with any employment contract, benefit plan or other similar arrangement.

4.4 Payment of Deferred Interest Amounts

- (a) Subject to Condition 4.4(b), the Issuer may elect to pay any Deferred Interest Amount at any time on giving at least five and no more than 15 Business Days' prior notice to Noteholders, the Registrar and each Agent.
- (b) A Deferred Interest Amount will become due and payable by the Issuer, and the Issuer must pay the Deferred Interest Amount, on the relevant Deferred Interest Payment Date.

4.5 Period of accrual of interest

Interest accrues on each Subordinated Note from (and including) the Issue Date to the Maturity Date or any earlier date on which the Subordinated Note is redeemed or Converted at the Interest Rate. Interest ceases to accrue on the Subordinated Note from (and including) the date on which the Subordinated Note is redeemed or Converted in full unless default is made in the payment of any principal amount in respect of such Subordinated Note. In that event, any overdue principal continues to bear interest at the last applicable Interest Rate, both before and after any judgment, until it is paid in full to the relevant Noteholder.

4.6 Interest Payment Dates

Subject to Condition 4.1 ("Deferral of Interest"), Interest which has accrued on a Subordinated Note is payable in arrears on each Interest Payment Date.

4.7 Increase in Interest Rate upon Change of Control Event

- (a) Unless an irrevocable notice to redeem all Subordinated Notes has been given to Noteholders by the Issuer under Condition 8.4 within 15 Business Days following the first occurrence of a Change of Control Event, the then prevailing Interest Rate will increase once by 5.00% per annum (**Change of Control Step-up**) with effect from (and including)

the fifteenth Business Day following the date on which that Change of Control Event occurred (***Change of Control Step-up Date***).

- (b) Where the Change of Control Step-up Date falls in an Interest Period, the Interest Payment for that Interest Period will be increased to reflect the Interest Rate applicable to the days remaining in that Interest Period on and from that date.
- (c) The occurrence of the Change of Control Event and of the Change of Control Step-up will be notified by the Issuer to the Noteholders, the Registrar and each other Agent no later than the Change of Control Step-up Date.
- (d) For the avoidance of doubt, the Interest Rate will not increase by reason of any Change of Control Event which occurs subsequent to the Change of Control Event under paragraph (a).

4.8 Calculation of Interest Amount

On and from the Issue Date, the Interest Amount must be calculated by the Calculation Agent by applying the applicable Interest Rate to the Outstanding Principal Amount of each Subordinated Note, multiplying such sum by the relevant Day Count Fraction for the Interest Period and rounding (with halves being rounded up) the resultant figure to, in the case of Australian Dollars, the nearest cent and in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

4.9 Notification of Interest Rate and Interest Amount

- (a) The Calculation Agent will notify the Issuer, the Noteholders, the Registrar and each other Agent of the Interest Rate, Floating Rate, the Interest Amount and the relevant Interest Payment Date.
- (b) Notice is to be given as soon as practicable after the Calculation Agent makes the relevant determination. However, notice of the Interest Rate, the Interest Amount and the relevant Interest Payment Date is to be given by the fourth day of the relevant Interest Period.
- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Noteholders, the Registrar and each other Agent after doing so.

4.10 Notification, etc. to be final

Except as provided in Condition 4.9, all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Calculation Agent are (in the absence of wilful default, bad faith or manifest or proven error) binding on the Issuer, the Issuing and Paying Agent, the Registrar, each other Agent and all Noteholders and no liability to the Noteholders attaches to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions or to the Issuer in connection with any direction to the Calculation Agent for the appointment of an Alternate Financial Institution in the circumstances contemplated under the definition of BBSW Rate.

5 Noteholder Conversion

5.1 Conversion

- (a) If the Issuer has not issued a Call Notice in respect of the First Optional Redemption Date in accordance with Condition 8.3 (“Optional early redemption by the Issuer”), the Issuer must notify Noteholders of this no later than 45 Business Days prior to the First Optional Redemption Date and include in such notice its determination of whether accrued (but unpaid) interest, Additional Amounts and Deferred Interest Amounts (if any) (calculated to (and including) the Conversion Date) in respect of the Subordinated Notes to be Converted under Condition 6 will be settled by it in cash or in Shares upon Conversion.
- (b) Following the Issuer’s notification under Condition 5.1(a), a Noteholder may at its option give a written notice to the Issuer (a **Conversion Notice**) requesting that all (but not some only) of its Subordinated Notes be Converted on the First Optional Redemption Date (the **Conversion Date**) in accordance with and subject to Condition 5.2. If such a Conversion Notice is duly given in accordance with this Condition 5, the Subordinated Notes the subject of the Conversion Notice will be Converted into Shares by the Issuer on the Conversion Date in accordance with the mechanics set out in Condition 6 and may not be redeemed by the Issuer on the First Optional Redemption Date.
- (c) Noteholders may deliver a Conversion Notice to the Issuer provided that the Issuer has not issued a Call Notice in respect of the First Optional Redemption Date in accordance with Condition 8.3. A failure by the Issuer to give notice in accordance with Condition 5.1(a) does not preclude Noteholders from delivering a Conversion Notice to the Issuer.

5.2 Conversion Notice

- (a) In order to elect to Convert all (but not some only) of its Subordinated Notes, a Noteholder must deliver a Conversion Notice duly given in accordance with this Condition 5.2 to the Issuer no earlier than 45 Business Days and no later than 21 Business Days prior to the Conversion Date.
- (b) A Conversion Notice must:
 - (i) set out the information required by Condition 6.6; and
 - (ii) specify the Noteholder’s Subordinated Notes which are to be Converted, including the identity and Outstanding Principal Amount of each such Subordinated Note.

The Issuer does not have any duty to seek or obtain any of the information referred to above.

- (c) A Conversion Notice, once given by a Noteholder, is irrevocable.

5.3 Settlement of Noteholder Conversion

On the Conversion Date, the Issuer and the Noteholder of each Subordinated Note the subject of a Conversion Notice shall perform their respective obligations in respect of the Conversion as provided in Condition 6, and those Subordinated Notes shall be Converted accordingly.

5.4 Failure to Convert

- (a) If, on the Conversion Date, the Conversion Number of Shares is not issued or delivered in respect of a Subordinated Note, that Subordinated Note shall remain on issue and any interest (including any Additional Amount, any Deferred Interest Amount and any additional interest accrued thereon not otherwise paid in cash in accordance with the Issuer's election under Condition 5.1(a)) shall continue to accrue until such time as the Shares are issued to the Noteholder (which date shall be deemed to be the Conversion Date in respect of that Subordinated Note) or the Subordinated Note is redeemed or purchased in accordance with Condition 8, or Converted.
- (b) Condition 5.4(a) does not affect the obligation of the Issuer to issue or deliver Shares when it is required to do so in accordance with these Conditions.
- (c) The remedy of a Noteholder in respect of the Issuer's failure to issue or deliver the Shares in accordance with this Condition 5 and Condition 6 is limited to seeking an order for specific performance of the Issuer's obligations to issue or deliver the Shares to the Noteholders in accordance with the Conditions.

6 Conversion mechanics

6.1 Conversion

On the Conversion Date, subject to Condition 6.7 ("Issue of Shares to Nominee"), the following will apply:

- (a) The Issuer will allot and issue the Conversion Number of Shares in respect of each Subordinated Note required to be Converted to the relevant Noteholder or as contemplated in Condition 6.7. The "Conversion Number" for each Subordinated Note is calculated according to the following formula:

$$\text{Conversion Number} = \frac{\text{Nominal Amount}}{99\% \times \text{VWAP}}$$

where:

Nominal Amount means the Outstanding Principal Amount of the Subordinated Note to be Converted as set out in the Conversion Notice, together with, unless the Issuer has elected to settle such amounts in cash, any accrued (but unpaid) interest, Additional Amount and any Deferred Interest Amount in respect of that Subordinated Note (calculated to (and including) the Conversion Date); and

VWAP means the VWAP during the VWAP Period.

- (b) Each Noteholder's rights in relation to each Subordinated Note that is being Converted in accordance with Condition 5.1 will be immediately and irrevocably terminated for an amount equal to the Nominal Amount and the Issuer will apply the Nominal Amount of each Subordinated Note by way of payment for the subscription for the Shares to be allotted and issued under Condition 6.1(a). Each Noteholder is taken to have irrevocably directed that any amount payable under this Condition 6.1 is to be applied as provided for in this Condition 6.1 and Noteholders do not have any right to payment in any other way.

- (c) If the total number of Shares to be allotted and issued in respect of a Noteholder's aggregate holding of Subordinated Notes includes a fraction of a Share, that fraction of a Share will be disregarded and the relevant Noteholder shall have no rights whatsoever in respect of that fraction.
- (d) The VWAP is to be determined by or on behalf of the Issuer.

6.2 Adjustments to VWAP generally

For the purposes of calculating VWAP under Condition 6.1:

- (a) where, on some or all of the Trading Days in the relevant VWAP Period, Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement and Subordinated Notes will be Converted into Shares after that date and those Shares will no longer carry that dividend or any other distribution or entitlement, the VWAP on the Trading Days on which those Shares have been quoted cum dividend or cum any other distribution or entitlement will be reduced by an amount (**Cum Value**) equal to:
 - (i) in the case of a dividend or other distribution, the amount of that dividend or other distribution including, if the dividend or other distribution is franked, the amount that would be included in the assessable income of a recipient of the dividend or other distribution who is both a resident of Australia and a natural person under the Tax Act;
 - (ii) in the case of any other entitlement that is not a dividend or other distribution under Condition 6.2(a)(i) which is traded on ASX on any of those Trading Days, the volume weighted average sale price of all such entitlements sold on ASX during the VWAP Period on the Trading Days on which those entitlements were traded; or
 - (iii) in the case of any other entitlement which is not traded on ASX during the VWAP Period, the value of the entitlement as reasonably determined by the Issuer;
- (b) where, on some or all of the Trading Days in the VWAP Period, Shares have been quoted on ASX as ex dividend or ex any other distribution or entitlement, and Subordinated Notes will be Converted into Shares which would be entitled to receive the relevant dividend, distribution or entitlement, the VWAP on the Trading Days on which those Shares have been quoted ex dividend or ex any other distribution or entitlement will be increased by the Cum Value;
- (c) any adjustment made by the Issuer in accordance with this Condition 6.2 will be effective and binding on Noteholders under these Conditions and will be construed accordingly; and
- (d) the Issuer must notify the Noteholders promptly of a corporate action that it reasonably expects will give rise to an adjustment to the VWAP required to be made in accordance with this Condition 6.

6.3 Adjustments to VWAP for Reorganisation

- (a) Where during the relevant VWAP Period there is a change to the number of Shares on issue as a result of a Reorganisation, in calculating the VWAP for the VWAP Period, the VWAP for each Trading Day in the relevant VWAP Period which falls before the date on

which trading in those Shares is conducted on a post Reorganisation basis shall be adjusted by multiplying the applicable VWAP by the following formula:

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

where:

“**A**” means the aggregate number of Shares on issue immediately before the Reorganisation; and

“**B**” means the aggregate number of Shares on issue immediately after the Reorganisation.

- (b) Any adjustment made by the Issuer in accordance with this Condition 6.2 will be effective and binding on Noteholders under these Conditions and these Conditions will be construed accordingly.

6.4 Status of Shares

Shares issued upon Conversion (if any) will be issued fully paid in consideration of the transfer free from Encumbrance of the Subordinated Note the subject of Conversion and will rank equally with all other fully paid Shares on issue at the time of such Conversion.

6.5 Listing Shares issued on Conversion

The Issuer must use reasonable endeavours to:

- (a) list the Shares issued upon Conversion on ASX;
- (b) procure that the Shares issued upon Conversion are able to be freely traded after their issue date on ASX in compliance with all requirements of the Corporations Act, all other applicable laws and the ASX Listing Rules without requirement for further disclosure or other action by any Noteholder or persons to whom its Shares are issued (except in case of applicable law other than Chapter 6D of the Corporations Act, to the extent that a restriction on trading is attributable to the particular circumstances of the Noteholder and is not otherwise within the control of the Issuer (as applicable)); and
- (c) the Noteholder agrees not to trade Shares issued on Conversion (except as permitted by the Corporations Act, other applicable laws and the ASX Listing Rules) until the Issuer has taken such steps as are required by the Corporations Act, other applicable laws and the ASX Listing Rules for the Shares to be freely tradeable without such further disclosure or other action and may impose a holding lock or refuse to register a transfer in respect of Shares until such time. The Issuer will promptly notify Noteholders when this restriction on trading ceases to apply.

6.6 Provision of information

Where a Noteholder has elected to require the Conversion of all of its Subordinated Notes in accordance with Condition 5, a Noteholder wishing to receive Shares must, in the Conversion Notice, have provided to the Issuer (which notice shall be irrevocable):

- (a) its name and address (or the name and address of any person in whose name it directs the Shares to be issued) for entry into any register of title and receipt of any certificate or holding statement in respect of any Shares;
- (b) the Noteholder's security account details in CHESS or such other account to which the Shares may be credited; and
- (c) such other information as is reasonably requested by the Issuer for the purposes of enabling the Issuer to issue the Conversion Number of Shares to the Noteholder,

provided that any notice specifying a person other than the Noteholder as the proposed recipient of any Shares must be accompanied by the written agreement of that person to become a member of the Issuer.

6.7 Issue of Shares to Nominee

- (a) If any Subordinated Notes are required to be Converted under Condition 5 and:
 - (i) the Subordinated Notes are held by a person which the Issuer believes in good faith may not be a resident of Australia (a Foreign Holder); or
 - (ii) a FATCA Withholding is required to be made in respect of the Shares issued on the Conversion,

on the Conversion Date, where subparagraph (i) or (ii) applies:

- (iii) the Issuer is obliged to issue the Shares to that Noteholder only to the extent (if at all) that:
 - (A) where subparagraph (i) applies, the Issuer is satisfied that the laws of both Australia and the Foreign Holder's country of residence permit the issue of the Shares to the Foreign Holder (but as to which the Issuer is not bound to enquire), either unconditionally or after compliance with conditions which the Issuer, in its absolute discretion, regards as acceptable and not unduly onerous; or
 - (B) where subparagraph (ii) applies, the issue to that Noteholder is net of the FATCA Withholding;

and to the extent that the Issuer is not obliged to issue Shares to that Noteholder, the Issuer will issue the balance of the Shares to the nominee in accordance with subparagraph (iv) of this Condition 6.7; and

- (iv) subject to applicable law, on the Conversion Date, the Noteholder's rights (including to payments of interest, Deferred Interest Amounts and the repayment of principal unless otherwise paid in cash in accordance with the Issuer's election under Condition 5.1(a)) in relation to each such Subordinated Note being Converted are immediately and irrevocably terminated for an amount equal to the Nominal Amount of each such Subordinated Note and the Issuer will apply the Nominal Amount of each such Subordinated Note by way of payment for the subscription for the allotment and issue by the Issuer of Shares to a nominee appointed by the Issuer

(which nominee may not be the Issuer or a Related Body Corporate thereof) for no additional consideration and, subject to applicable law:

- (A) where subparagraph (ii) applies, the nominee shall deal with Shares the subject of a FATCA Withholding and any proceeds of their disposal in accordance with FATCA; and
 - (B) the nominee will as soon as reasonably possible, sell the Shares it receives and pay a cash amount equal to the net proceeds received, after deducting any applicable brokerage, stamp duty and other taxes and charges, to that Noteholder.
- (b) The issue of Shares to a nominee pursuant to paragraph (a)(iv) will satisfy all obligations of the Issuer to that Noteholder in connection with the Conversion and on and from the time of issue of Shares to such nominee such Subordinated Notes will be deemed to be Converted and the rights of the Noteholder the subject of this Condition shall be limited to its rights in respect of the Shares or their net cash proceeds as provided in this Condition. Each Noteholder is taken to have irrevocably directed that any amount payable under this Condition 6.7 is to be applied as provided for in this Condition 6.7 and Noteholders do not have any right to payment in any other way.
- (c) Nothing in this Condition 6.7 shall affect the Conversion of the Subordinated Notes of a Noteholder which is not a person to which any of subparagraphs (a)(i) and (a)(ii) applies.

6.8 No duty on sale

For the purpose of Condition 6.7, the Issuer does not owe any obligations or duties to the Noteholders in relation to the price at which any Shares are sold and has no liability for any loss suffered by a Noteholder as a result of the sale of Shares by any such nominee.

6.9 Power of attorney

- (a) Each Noteholder appoints the Issuer and its respective officers and any External Administrator of the Issuer (each an Attorney) severally to be the attorney of the Noteholders with power in the name and on behalf of the Noteholder to sign all documents and transfers and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Noteholder to observe or perform the Noteholder's obligations under these Conditions including, but not limited to, effecting any Conversion of Subordinated Notes, making any entry in the Register or the register of any Shares or exercising any voting power in relation to any consent or approval required for Conversion.
- (b) The power of attorney given in this Condition 6.9 is given for valuable consideration and to secure the performance by the Noteholder of the Noteholder's obligations under these Conditions and is irrevocable.

6.10 Noteholder acknowledgements

Each Noteholder irrevocably acknowledges and agrees that:

- (a) where it is required to accept Shares under these Conditions, or it elects to require the Conversion of Subordinated Notes in accordance with these Conditions, it consents to

becoming a member of the Issuer and agrees to be bound by the constitution of the Issuer, in each case in respect of the Shares issued on Conversion; and

- (b) its Subordinated Notes will be Converted when required by these Conditions notwithstanding:
 - (i) any change in the financial position of the Issuer since the Issue Date;
 - (ii) any disruption to the market or potential market for Shares or to capital markets generally;
 - (iii) any breach by the Issuer of any obligation in connection with the Subordinated Notes; or
 - (iv) any other circumstance which might affect a Conversion of the Subordinated Notes.

7 Transfers

7.1 Austraclear

- (a) The Subordinated Notes will be lodged, subject to the agreement of Austraclear, into the Austraclear System.
- (b) The Registrar will enter Austraclear in the Register as the Noteholder of the Subordinated Notes. While the Subordinated Notes remain in the Austraclear System:
 - (i) all payments and notices required of the Issuer or any Agent in relation to those Subordinated Notes will be made or directed to Austraclear in accordance with the Austraclear Regulations, and neither the Issuer nor any Agent will recognise any interest in the Subordinated Notes other than the interest of Austraclear as the Noteholder; and
 - (ii) all dealings (including transfers and payments) in relation to those Subordinated Notes within the Austraclear System will be governed by the Austraclear Regulations and need not comply with these Conditions to the extent of any inconsistency.
- (c) If Austraclear is entered in the Register in respect of a Subordinated Note, despite any other provision of these Conditions, that Subordinated Note is not transferable on the Register, and the Issuer may not, and must procure that the Registrar does not, register any transfer of that Subordinated Note, and the relevant member of the Austraclear System to whose security account the Subordinated Note is credited in respect of that Subordinated Note (the **Relevant Member**) has no right to request any registration or any transfer of that Subordinated Note, except that:
 - (i) for any repurchase, redemption or cancellation (whether on or before the Maturity Date of the Subordinated Note), a transfer of that Subordinated Note from Austraclear to the Issuer may be entered in the Register; and
 - (ii) if either:

- (A) Austraclear gives notices to the Registrar stating that the Relevant Member has stated to Austraclear that it needs to be registered in relation to the Subordinated Note in order to pursue any rights against the Issuer; or
- (B) Austraclear purports to exercise any power it may have under the Austraclear Regulations from time to time or these Conditions, to require Subordinated Notes to be transferred on the Register to the Relevant Member,

the Subordinated Note may be transferred on the Register from Austraclear to the Relevant Member. In any of these cases, the Subordinated Note will cease to be held in the Austraclear System.

- (d) If Austraclear is recorded in the Register as the Noteholder, each person in whose Security Record a Subordinated Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:
 - (i) the Registrar's decision to act as the Registrar of that Subordinated Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Subordinated Note, but only indicates that the Registrar considers that the holding of the Subordinated Note is compatible with the performance by it of its obligations as Registrar under the applicable Agency Agreement; and
 - (ii) the Noteholder does not rely on any fact, matter or circumstance contrary to subparagraph (i).

7.2 Transfers of Subordinated Notes

Subordinated Notes are transferable without the consent of the Issuer or the Registrar, subject to the Subordinated Notes being transferred in whole (and not in part only) and in accordance with these Conditions. Subordinated Notes held in the Austraclear System or any other clearing system will be transferable only in accordance with the Austraclear Regulations.

7.3 Conditions of transfer

Subordinated Notes may only be transferred if:

- (a) in the case of Subordinated Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer:
 - (i) is for an aggregate consideration payable to the Issuer by the relevant transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and
 - (ii) does not constitute an offer to a 'retail client' as defined for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.

7.4 Restrictions on transfers

The Issuer is not required to arrange for the registration of a transfer of a Subordinated Note during the period from 5pm on the Record Date for a payment or determination or exercise of voting rights in respect of the Subordinated Note until the Business Day after the date payment is due or the result of the relevant resolutions are known, unless:

- (a) the Record Date relates to a meeting that has been adjourned or a resolution to be passed without holding a meeting; and
- (b) the transferee has signed an acknowledgment of the proposed resolutions and the fact that it is not entitled to vote on the resolutions and will be bound by the resolutions in form and substance satisfactory to the Issuer.

7.5 Registration of transfers

Subject to this Condition 7, the Registrar must register a transfer of Subordinated Notes. Upon entry of the name, address and all other required details of the transferee in the Register, the Issuer must recognise the transferee as the Noteholder entitled to the Subordinated Notes the subject of the transfer. Entry of such details in the Register constitutes conclusive proof of ownership by that transferee of those Subordinated Notes. The transferor remains the owner of the relevant Subordinated Notes until the required details of the transferee are entered in the Register in respect of those Subordinated Notes.

7.6 No fee

No fee or other charge is payable to the Issuer or the Registrar in respect of the transfer or registration of any Subordinated Note.

7.7 Stamp duty

The relevant Noteholder is responsible for any stamp duties or other similar taxes which are payable in any jurisdiction in connection with any transfer, assignment or any other dealing with its Subordinated Notes.

8 Redemption and purchase

8.1 Maturity

Unless previously redeemed or Converted or purchased and cancelled in accordance with these Conditions, each Subordinated Note must be redeemed on its Maturity Date at its Outstanding Principal Amount together with any Deferred Interest Amounts, any Additional Amounts and any other accrued (but unpaid) interest on the Subordinated Note to the date of redemption.

8.2 Purchase

An Obligor or any Related Body Corporate of an Obligor, but excluding an Offshore Associate of the Issuer, may at any time purchase all or some of the Subordinated Notes, in the open market, by tender to all the Noteholders or by private agreement with all or any of the Noteholders, in each case, subject to compliance with any applicable law or directive. Subordinated Notes purchased under this Condition 8.2 may be cancelled or re-sold (and may be held pending resale), at the option of the purchaser. Any Subordinated Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of such Subordinated Notes shall be discharged. Neither Obligor

nor any Related Bodies Corporate, will be entitled to vote at any meeting of Noteholders in relation to Subordinated Notes it holds.

8.3 Optional early redemption by the Issuer

- (a) The Issuer may redeem all (but not some) of the outstanding Subordinated Notes at their Outstanding Principal Amount, together with any Deferred Interest Amounts, Additional Amounts and any other accrued (but unpaid) interest on such Subordinated Notes, on the First Optional Redemption Date or on any subsequent Interest Payment Date, by giving not more than 60 nor less than 45 Business Days' notice (a **Call Notice**).
- (b) The Call Notice shall be given by the Issuer to the Noteholders, the Registrar and any other Agent, and shall be signed by a duly Authorised Officer of the Issuer. Any such notice shall be irrevocable, and the delivery of the notice shall oblige the Issuer to make the redemption specified in that notice.

8.4 Early redemption on occurrence of Change of Control Event

- (a) If a Change of Control Event occurs on or before the First Optional Redemption Date, the Issuer may redeem all (but not some) of the Subordinated Notes at 103% of their Outstanding Principal Amount, together with any Deferred Interest Amounts, Additional Amounts and any other accrued (but unpaid) interest on such Subordinated Notes in accordance with this Condition 8.4.
- (b) If the Issuer wishes to redeem Subordinated Notes under this Condition 8.4 it must give notice to the Noteholders, the Registrar and any other Agent specifying the date for redemption of the Subordinated Notes, which must comply with Condition 8.4(c).
- (c) The date fixed for redemption of any Subordinated Notes under this Condition 8.4 must be at least 20 Business Days (and not more than 45 Business Days) after the date the notice is given.
- (d) Notice given under Condition 8.4(b) is irrevocable and the Issuer must redeem the Subordinated Notes by paying to the relevant Noteholders 103% of the Outstanding Principal Amount together with any unpaid Deferred Interest Amounts, Additional Amounts and any other accrued (but unpaid) interest on the Subordinated Notes to the date of redemption.

8.5 Early redemption for Tax Event

- (a) The Issuer may redeem all (but not some only) of the Subordinated Notes on or before the First Optional Redemption Date at their Outstanding Principal Amount together with any Deferred Interest Amount, any Additional Amount and any other accrued (but unpaid) interest on such Subordinated Notes to the relevant redemption date if, as a result of any amendment to or change in law or directive (including any change in interpretation of any law or regulation by any legislative body, court, government agency or regulatory authority in Australia) after the Issue Date (a **Tax Change**), a Tax Event has occurred or there is a more than insubstantial risk that a Tax Event will occur.
- (b) However, the Issuer may only redeem Subordinated Notes under this Condition 8.5 if:

- (i) subject to paragraph (iii) or (iv) below (whichever is applicable), the Issuer has given at least 20 Business Days' (and no more than 45 Business Days') notice to the Noteholders, the Registrar and any other Agent;
- (ii) before the Issuer gives notice of the proposed redemption under paragraph (i), the Registrar has received:
 - (A) a certificate signed by two Authorised Representatives of the Issuer; and
 - (B) an opinion of reputable legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,
 confirming that a Tax Event has occurred (or there is a more than insubstantial risk that a Tax Event will occur) as a result of a Tax Change; and
- (iii) if the Tax Event has occurred during the period from the Issue Date to the First Optional Redemption Date, no notice of redemption is given earlier than 45 Business Days before the earliest date on which the Issuer would be obliged to pay Additional Amounts or a Tax Event comes into effect (or is reasonably expected to come into effect).

8.6 Early redemption for Rating Event

- (a) If a Rating Event occurs on or before the First Optional Redemption Date, the Issuer may redeem all (but not some) of the Subordinated Notes at 101% of their Outstanding Principal Amount together with any Deferred Interest Amount, and Additional Amount and any accrued (but unpaid) interest on such Subordinated Notes to the relevant redemption date.
- (b) However, the Issuer may only redeem the Subordinated Notes under Condition 8.6(a) if:
 - (i) the Issuer has given at least 20 Business Days' (and no more than 45 Business Days') notice to the Noteholders, the Registrar and any other Agent; and
 - (ii) before the Issuer gives notice of the proposed redemption under paragraph (a), the Registrar has received a certificate signed by two Authorised Representatives of the Issuer confirming that a Rating Event has occurred.

8.7 Early redemption due to substantial repurchase of Subordinated Notes

In the event that the Issuer, the Guarantor and/or any Subsidiary of the Issuer or the Guarantor has, individually or in aggregate, purchased (and not resold) Subordinated Notes equal to or in excess of 75 per cent. of the aggregate Outstanding Principal Amount of the Subordinated Notes issued on the Issue Date, the Issuer may redeem the remaining Subordinated Notes (in whole but not in part) at any time at their Outstanding Principal Amount together with any Deferred Interest Amount, any Additional Amount and any accrued (but unpaid) interest on such Subordinated Notes to the relevant redemption date, on the giving of not less than 30 and not more than 60 calendar days' irrevocable notice of redemption to the Noteholders, the Registrar and the Agent.

9 Payments

9.1 Payments to Noteholders

All payments under a Subordinated Note must be made by the Issuer or the relevant Issuing and Paying Agent on its behalf by crediting, on the relevant Interest Payment Date, Maturity Date or other date on which a payment is due, the amount then due to the account of the Noteholder, in accordance with the Austraclear Regulations, without set-off or counterclaim or any other deduction unless required by law.

If a Noteholder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Subordinated Note will be made by cheque sent by prepaid registered post on the payment date, at the risk of the Noteholder, to the Noteholder (or to the first named joint holder of the Subordinated Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Noteholder will be taken to have been received by the Noteholder on the Business Day immediately following the payment date and, no further amount will be payable by the Issuer in respect of the Subordinated Note as a result of the Noteholder not receiving payment on the due date.

9.2 Method of payment

A payment made by electronic transfer is for all purposes taken to be made when the Issuer or the Issuing and Paying Agent gives an irrevocable instruction for the making of that payment by electronic transfer, being an instruction which would be reasonably expected to result, in the ordinary course of banking business, in the relevant funds reaching the account of the Noteholder on the same day as the day on which the instruction is given, provided that if the Issuer or the Issuing and Paying Agent is notified that the payment is not, was not, or is not expected to be received by the Noteholder, the Issuer or Issuing and Paying Agent will procure that the payment be made as soon as possible after notification provided, at any time, no double payment is made to that Noteholder and the payment will not be taken to be made until such time as it is actually received by the Noteholder.

9.3 Business Days

- (a) If a payment is due under a Subordinated Note on a day which is not a Business Day the date for payment will be adjusted according to the Business Day Convention applicable to that Subordinated Note.
- (b) If payment is to be made to an account on a Business Day on which banks are not open for general banking business in the city in which the account is located, the Noteholder is not entitled to payment of such amount until the next Business Day on which banks in such city are open for general banking business and is not entitled to any interest or other payment in respect of any such delay.

9.4 Payments subject to fiscal laws

All payments are subject to Condition 10 and to any applicable fiscal or other laws and directives.

10 Taxation

10.1 Payments made free and clear

All payments under the Subordinated Notes must be made free and clear of, and without withholding or deduction for, or by reference to, any present or future Taxes imposed or levied by any Government Agency unless required by law.

10.2 Additional payments

If the Issuer is obliged to make a withholding or deduction in respect of Tax from any payment under any Note Document:

- (a) it shall make the relevant withholding or deduction (and any further withholding or deduction applicable to any further payment due under paragraph (d) below) at the time required under law;
- (b) it shall pay the amount withheld or deducted under paragraph (a) above to the appropriate Government Agency within the time required by law;
- (c) within 30 days of the end of the month in which the deduction is made, it shall deliver to the Registrar for collection by the relevant Noteholder official receipts or other evidence of payment of that amount; and
- (d) subject to paragraph (e) and Condition 10.3, it shall pay the relevant Noteholder on the due date for payment such additional amounts (**Additional Amounts**) as may be necessary so that the relevant Noteholder receives a net amount (after allowance for any further withholding or deduction) equal to the amount it would have received if no withholding or deduction had been made;
- (e) no Additional Amounts shall be payable under this Condition 10.2:
 - (i) in respect of a Tax imposed by a jurisdiction other than:
 - (A) the jurisdiction in which the Issuer is incorporated; or
 - (B) the jurisdiction from which the Issuer is making a relevant payment;
 - (ii) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar claim for exemption to any tax authority;
 - (iii) to, or to a third party on behalf of, a Noteholder who is liable for the Taxes in respect of the Subordinated Notes by reason of the Noteholder being an associate (within the meaning of section 128F of the Tax Act) of the Issuer, except as permitted under section 128F(6) of the Tax Act;
 - (iv) to, or to a third party on behalf of, an Australian resident Noteholder, or a non-resident Noteholder who is holding the Subordinated Note in carrying on business through a permanent establishment in Australia, who is liable to the Taxes by

reason of the Noteholder not supplying an appropriate tax file number, Australian business number or other exemption details;

- (v) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge;
- (vi) on account of the Issuer, or a third party acting on behalf of the Issuer, receiving a direction under section 255 of the *Income Tax Assessment Act 1936* (Cth) or section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) of Australia or any similar law; or
- (vii) to a Noteholder that is not the beneficial owner of such Subordinated Note to the extent that the beneficial owner thereof would not have been entitled to the payment of such Additional Amounts had such beneficial owner been the Noteholder.

10.3 FATCA

The Issuer may withhold or make deductions from payments or from the issue of Shares to a Noteholder where it is required to do so under or in connection with FATCA, or where it has reasonable grounds to suspect that the Noteholder or a beneficial owner of Subordinated Notes may be subject to FATCA, and may deal with such amount deducted or withheld, and any such Shares deducted or withheld in accordance with FATCA. If any withholding or deduction arises under or in connection with FATCA, the Issuer will not be required to pay any further amounts or issue any further Shares to the Noteholder on account of such withholding or deduction or otherwise reimburse or compensate, or make any payment to, a Noteholder or a beneficial owner of Subordinated Notes for or in respect of any such withholding or deduction.

11 Register

11.1 Registrar's role

The Issuer agrees to procure that the Registrar does the following things:

- (a) establish and maintain the Register in Sydney or such other city as the Issuer and the Registrar may agree;
- (b) enter or cause to be entered in the Register:
 - (i) the name and address of each Noteholder and the respective amounts of Subordinated Notes held by them;
 - (ii) the Issue Date;
 - (iii) the date on which a person becomes a Noteholder;
 - (iv) the date on which a person ceases to be a Noteholder;
 - (v) all subsequent transfers and changes of ownership of the Subordinated Notes; and
 - (vi) the date on which each relevant Subordinated Note is redeemed or Converted or is purchased and cancelled; and

- (c) comply with the obligations expressed in the Note Deed Poll and the Agency Agreement to be performed by the Registrar.

11.2 Registrar

- (a) In acting under the Agency Agreement in connection with the Subordinated Notes, the Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders save insofar as that any funds received by the Issuing and Paying Agent in accordance with the Agency Agreement shall, pending their application in accordance with the Agency Agreement, be held by it in a segregated account for the persons entitled thereto.
- (b) The Issuer reserves the right at any time to terminate the appointment of the Registrar in accordance with the Agency Agreement and to appoint successor or additional registrars, provided, however, that the Issuer must at all times maintain the appointment of a registrar with its Specified Office in Australia. Notice of any such termination of appointment will be given to the Noteholder in accordance with Condition 14.

11.3 Multiple Noteholders

- (a) Subject to the Corporations Act, if more than four persons are the holders of a Subordinated Note, the names of only four such persons will be entered in the Register.
- (b) Subject to the Corporations Act, if more than one person is the holder of a Subordinated Note, the address of only one of them will be entered on the Register. If more than one address is notified to the Registrar, the address recorded in the Register will be the address of the Noteholder whose name appears first in the Register.

11.4 Noteholder change of address

A Noteholder must promptly notify any change of address to the Registrar.

11.5 Closing of Register

The registration of the transfer of a Subordinated Note may be suspended by the Registrar (and the Register shall be closed for the purpose of determining entitlements to payment under a Subordinated Note) after the close of business on the eighth or other day in accordance with the Austraclear Regulations prior to each Interest Payment Date (if any) and each Maturity Date of the Subordinated Note or such other number of days as may be agreed by the Issuer and the Austraclear Registrar and not contrary to the Austraclear Regulations and notified promptly by the Issuer via the Registrar to the Noteholders.

11.6 Transfer on death, bankruptcy or liquidation of Noteholder

The Registrar must register a transfer of a Subordinated Note to or by a person who is entitled to do so in consequence of:

- (a) the death or bankruptcy (in the case of natural persons) or the liquidation or winding up (in the case of a corporation) of a Noteholder; or
- (b) the making of any vesting orders by a court or other judicial or quasi-judicial body,

in accordance with any applicable laws and upon receipt by it of such evidence as the Issuer or the Registrar may require.

11.7 Trusts

Without limitation, except as provided by statute or as required by order of a court of competent jurisdiction, no notice of any trust (whether express, implied or constructive) may be entered in the Register in respect of a Subordinated Note and the Registrar is not obliged to recognise any trust.

11.8 Issuing and Paying Agent

Subject to the relevant Agency Agreement, the Issuer may vary or terminate the appointment of the Issuing and Paying Agent and appoint a new Issuing and Paying Agent at any time. Notice of any such change or any change in the Specified Offices of the Issuing and Paying Agent will be given to the Noteholders and each other Agent in accordance with Condition 14.

12 Events of Default

12.1 Events of Default

Each of the following is an Event of Default in relation to the Subordinated Notes (whether or not it is in the control of the Issuer or Guarantor (as the case may be)):

- (a) **(non-payment)** any failure by the Issuer to pay any principal or interest in respect of a Subordinated Note on its due date unless payment is made within five Business Days of its due date, and provided that it does not constitute an Event of Default under this paragraph (a) if:
 - (i) the non-payment or failure to pay is in order to comply with any fiscal or other law or directive or with the order of a court of competent jurisdiction, in each case applicable to the payment due; or
 - (ii) the non-payment or failure to pay is due to the deferral of any Interest Amount under Condition 4; or
- (b) **(insolvency)** an Insolvency Event occurs in respect of an Obligor.

12.2 Consequences of an Event of Default

If any Event of Default occurs in relation to a Subordinated Note, then a Noteholder may, by written notice to the Issuer (at the Specified Office of the Registrar):

- (a) declare the Outstanding Principal Amount (together with all Deferred Interest Amounts, Additional Amounts and any other accrued but unpaid interest (if any)) applicable to each Subordinated Note held by the Noteholder to be due and payable immediately without further formality; or
- (b) institute proceedings for the winding-up of the Obligor and/or prove in the winding-up of the Obligor and/or claim in the liquidation of the Obligor, in each case for the Outstanding Principal Amount (together with all Deferred Interest Amounts, Additional Amounts and any other accrued but unpaid interest (if any)) applicable to each Subordinated Note held by the Noteholder,

unless prior to such notice becoming effective, such Event of Default in respect of the Subordinated Notes shall have been cured, remedied or waived.

12.3 Notification

If an Event of Default occurs, the Issuer must as soon as practicable after becoming aware of it notify the Registrar and any other Agent of the occurrence of the Event of Default (specifying details of it) and procure that the Registrar promptly notifies Noteholders of the occurrence of the Event of Default in accordance with Condition 14.

13 Time limit for claims

A claim against the Issuer for a payment under a Subordinated Note is void unless made within ten years (in the case of principal) or five years (in the case of interest and other amounts) of the due date for that payment or the date, if later, on which that payment is fully provided for by the Issuer.

14 Notices

14.1 Issuer, Registrar and each other Agent

A notice or other communication to the Issuer, the Registrar or any other Agent in connection with a Subordinated Note must be in writing addressed as follows:

(a) if to the Issuer, to:

Address: Level 24, 2 Market Street
Sydney NSW 2000
Australia

Telephone: +61 2 9250 5083

Email: ctresuryops@ampol.com.au

Attention: Chief Financial Officer

if to the Registrar (and for so long as any other Agent is the same legal entity as the Registrar), to:

Address: 20 Bridge Street
Sydney NSW 2000
Australia

Telephone: + 61 2 8298 8476

Email: sfe.registry@asx.com.au

Attention: Manager, Clearing and Settlement Operations

(b) if to an Agent which is not the same legal entity as the Registrar, to such address and contact details as such person has otherwise notified to the Issuer, the Registrar and the Noteholders.

14.2 Noteholders

All notices and other communications by the Issuer to a Noteholder must be in writing and sent by fax or prepaid post (airmail if appropriate) to or left at the address of the Noteholder (as shown in the Register at the close of business on the day which is three Business Days before the date of the notice or communication) or sent by email or electronic message to the electronic address (if any) nominated by that person and may also be given:

- (a) by an advertisement published in *The Australian Financial Review*, *The Australian* or any other newspaper circulating in Australia generally; and
- (b) where Subordinated Notes are lodged in the Austraclear System, by delivery to the Austraclear System for communication by the Austraclear System to the persons shown in its records as having interests therein.

14.3 Delivery of certain notices

Notwithstanding Condition 14.2, a notice under Conditions 4.1, 4.4, 5.1, 8.3, 8.4, 8.5, 8.6, 8.7, 11.2 and 11.8, and a notice of change of Specified Office may each be given to Noteholders and the Registrar by the Issuer publishing the notice on the Issuer's website and announcing the publication of the notice on ASX for so long as the Shares are listed.

14.4 Notices

All notices and other communications to the Issuer, the Registrar or any other person (other than Noteholders) must be in writing and may be sent by fax or electronic message to the electronic address (if any) of the addressee or by prepaid post (airmail if appropriate) to or may be left at the Specified Office of the Issuer, the Registrar or such other person.

14.5 When effective

Notices and other communications the subject of this Condition 14 take effect from the time they are taken to be received unless a later time is specified in them.

14.6 Receipt – publication in newspaper or via Austraclear System

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers or, where Subordinated Notes are lodged in the Austraclear System, on the fourth Business Day after delivery to the Austraclear System.

14.7 Deemed receipt – postal, fax or email

- (a) If sent by post, notices or other communications the subject of this Condition 14 are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- (b) If sent by fax, notices or other communications the subject of this Condition 14 are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.
- (c) If sent by email, notices or other communications the subject of this Condition 14 are taken to be received when:

- (i) the sender receives an automated message confirming delivery; or
- (ii) four hours after the time sent (as recorded on the device from which the sender sent the email), provided that the sender does not receive an automated message within those four hours that the email has not been delivered.

14.8 Deemed receipt – general

Despite Condition 14.7, if notices or other communications the subject of this Condition 14 are received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day in the place of receipt.

14.9 Copies of notices

If these Conditions require a notice or other communication to be copied to another person, a failure to so deliver the copy will not invalidate the notice or other communication.

15 Meetings of Noteholders

Meetings of Noteholders may be convened in accordance with the Meeting Provisions. Any such meeting may consider any matters affecting the interests of Noteholders, including, without limitation, the variation of the terms of the Subordinated Notes by the Issuer and the granting of approvals, consents and waivers.

16 Amendments

- (a) The Note Deed Poll and the Conditions may be amended, without the consent of any Noteholder, if the amendment:
 - (i) is for the purposes of curing any ambiguity or manifest error;
 - (ii) is for the purposes of correcting or supplementing any defective or inconsistent provisions, where that amendment does not adversely affect the interests of the Noteholders;
 - (iii) is of a formal, minor or technical nature; or
 - (iv) is to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.
- (b) The Note Deed Poll and the Conditions may otherwise be varied with the approval of the Noteholders affected by the variation by an applicable resolution in accordance with the Meeting Provisions.

17 Further issues

The Issuer may from time to time and without the consent of the Noteholders create and issue further notes or securities or other similar instruments, including further Subordinated Notes.

18 Governing Law and Jurisdiction

18.1 Governing law

The Subordinated Notes are governed by the law in force in New South Wales, Australia.

18.2 Jurisdiction and immunity

- (a) The Issuer irrevocably and unconditionally submits and the Noteholders are taken to have irrevocably and unconditionally submitted to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them. The Issuer waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.
- (b) To the extent that the Issuer is or becomes entitled to any immunity it does and will irrevocably agree not to plead or claim such immunity with respect to its obligations under or arising out of or in connection with the Note Deed Poll or these Conditions.

Schedule

Meeting Provisions

Provisions for Meetings of Noteholders

1 Definitions

The following words have these meanings in this Schedule unless the contrary intention appears.

Block Voting Instruction means a document issued by the Registrar and dated, in which:

- (a) it is certified by the Registrar that the Subordinated Notes (not being Subordinated Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction and any adjournment of that meeting) are registered in the Register in the names of specified Noteholders;
- (b) it is certified by the Registrar that each Noteholder or a duly authorised agent on that person's behalf has instructed the Registrar that the votes attributable to the Subordinated Notes of that Noteholder should be cast in a particular way in relation to the resolution or resolutions to be put to that meeting or any adjournment of that meeting and that all such instructions are, during the period of 48 hours prior to the time for which the meeting or adjourned meeting is convened, neither revocable nor subject to amendment;
- (c) the total number of the Subordinated Notes are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given in accordance with this paragraph 1 that the votes attributable to them should be cast in favour of the resolution and those in respect of which instructions have been so given that the vote attributable to them should be cast against the resolution; and
- (d) any person named in such document (**proxy**) is authorised and instructed by the Registrar to cast the vote attributable to the Subordinated Notes so listed in accordance with the instructions referred to in (b) and (c) above and set out in such document.

Extraordinary Resolution means a resolution of Noteholders passed in accordance with paragraph 9.2 of this Schedule.

Ordinary Resolution means a resolution of Noteholders passed in accordance with paragraph 9.1 of this Schedule.

Outstanding Principal Amount has the meaning given to it in the Conditions.

Subsidiary has the meaning given to it in the Conditions.

Voting Certificate means a certificate issued by the Registrar and dated, in which it is stated:

- (a) that on the date of the certificate, Subordinated Notes (not being Subordinated Notes in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate or any adjournment of the meeting) are registered in the Register; and

- (b) that the bearer of the certificate is entitled to attend and vote at that meeting or any adjournment of it in respect of the Subordinated Notes represented by that certificate.

2 Convening

- (a) The Issuer, the Guarantor or a Noteholder may convene a meeting of the Noteholders at any time. The Issuer must convene a meeting upon the request in writing of Noteholders holding not less than 10% of the aggregate Outstanding Principal Amount of the Subordinated Notes.
- (b) Whenever the Issuer or the Guarantor is about to convene any such meeting it must promptly give notice in writing to the Registrar of the proposed day, time and place of the meeting and the nature of the business to be transacted at the meeting. Whenever a Noteholder wishes to convene any such meeting it must give a notice to the Issuer and the Guarantor.
- (c) In determining whether the provisions relating to quorum, meeting and voting procedures are complied with, any Subordinated Notes held in the name of the Issuer or any of its Subsidiaries must be disregarded.

3 Notice

Unless otherwise agreed in writing by each Noteholder, at least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant meeting is held) specifying the day, time and place of the meeting must be given to the Noteholders of Subordinated Notes at their addresses specified in the Register. A copy of the notice must also be given to the Registrar. Such notice must be given in the manner provided in the Conditions, must specify the terms of the resolutions to be proposed and must include statements to the effect that Voting Certificates may be obtained and proxies may be appointed until 48 hours before the time fixed for such meeting but not after that time. The accidental omission to give notice to, or the non-receipt of notice by, any Noteholder does not invalidate the proceedings at any meeting.

4 Proxies

- (a) A Noteholder may by a notice in writing in the form for the time being available from the Specified Office of the Registrar (**form of proxy**) signed by the Noteholder or, in the case of a corporation executed under its common seal or signed on its behalf by its duly appointed attorney or a duly authorised officer of the corporation, appoint any person (also called a **proxy**) to attend and act on that Noteholder's behalf in connection with any meeting or proposed meeting of the Noteholders.
- (b) Voting Certificates, Block Voting Instructions and forms of proxy must be valid for so long as the relevant Subordinated Notes are duly registered in the name of the Noteholder certified in the relevant Voting Certificate or Block Voting Instruction or, in the case of a form of proxy, in the name of the appointor but not otherwise and despite any other provision of this Schedule and during the validity of it, the holder of any such Voting Certificate or (as the case may be) the proxy is, for all purposes in connection with any meeting of Noteholders, deemed to be the Noteholder of the Subordinated Notes to which that Voting Certificate, Block Voting Instructions or form of proxy relates.

5 Chairman

A person (who may, but need not, be a Noteholder) nominated in writing by the Issuer or the Guarantor must take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time fixed for the holding of such meeting or is unable or unwilling to chair the meeting, the person or persons present in person holding Subordinated Notes or Voting Certificates or being proxies must choose one of their number to be chairman. The chairman of an adjourned meeting need not be the same person as was the chairman of the original meeting.

6 Quorum

- (a) At any such meeting any one or more persons present in person holding Subordinated Notes or Voting Certificates or being proxies representing in aggregate at least the proportion of the Outstanding Principal Amount of the Subordinated Notes, as specified in the table in paragraph (b) below for the relevant type of resolution, form a quorum for the transaction of business and no business (other than the choosing of a chairman) may be transacted at any meeting unless the requisite quorum is present at the commencement of business.
- (b) If within 15 minutes from the time appointed for any such meeting a quorum is not present the meeting will, if convened on the requisition of Noteholders, be dissolved. In any other case, it will stand adjourned for such period, not being less than 14 days nor more than 42 days and to such time and place, as the chairman determines. At such adjourned meeting, the quorum is one or more persons present in person holding Subordinated Notes or Voting Certificates or being proxies and holding or representing in the aggregate at least the proportion of the Outstanding Principal Amount of the Subordinated Notes, as specified in the table in this paragraph for the relevant type of resolution.

| Type of resolution | Required proportion for any meeting except for meeting previously adjourned because of lack of quorum | Required proportion for meeting previously adjourned because of lack of quorum |
|--------------------------|---|--|
| Extraordinary Resolution | Not less than 50% | Not less than 25% |
| Ordinary Resolution | Not less than 25% | No requirement |

- (c) The chairman may, with the consent of (and must if directed by) the Noteholders present, adjourn such meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except business which might validly have been transacted at the meeting from which the adjournment took place.
- (d) Unless otherwise agreed in writing by each Noteholder at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is to be resumed) of any meeting adjourned because of lack of a quorum must be given in the same manner as of an original meeting and such notice must state the quorum required at such adjourned meeting. If a meeting is adjourned other than for lack of a quorum, it is not necessary to give any notice of an adjourned meeting.

7 Right to Attend and Speak

The Issuing and Paying Agent, the Registrar, the Issuer, the Guarantor (in each case through their respective representatives) and their respective financial and legal advisers and the chairman are entitled to attend and speak at any meeting of Noteholders. Otherwise, no person may attend or vote at any meeting of Noteholders or join with others in requesting the convening of such a meeting unless that person is the Noteholder, is in possession of a Voting Certificate or is a proxy.

8 Voting

- (a) Every question submitted to a meeting will be decided in the first instance by a show of hands and in the case of equality of votes the chairman has, both on a show of hands and on a poll, a casting vote in addition to the vote or votes (if any) to which the chairman may be entitled as a Noteholder.
- (b) At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by one or more persons holding one or more of the Subordinated Notes or being proxies and holding or representing in the aggregate not less than 2% of the Outstanding Principal Amount of the Subordinated Notes, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (c) If at any meeting a poll is so demanded, it must be taken in such manner and (subject to paragraph (d)) either at once or after such adjournment as the chairman directs. The result of such poll is deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (d) Any poll demanded at any meeting on the election of a chairman or on any question of adjournment must be taken at the meeting without adjournment.
- (e) A person named in any Block Voting Instruction or form of proxy need not be a Noteholder.
- (f) Each Block Voting Instruction and each form of proxy, together (if so required by the Registrar) with proof satisfactory to the Registrar of its due execution, must be deposited at the Specified Office in Australia of the Registrar not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the Block Voting Instruction or form of proxy proposes to vote, failing which the form of Block Voting Instruction or proxy may not be treated as valid unless the chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A certified copy of each Block Voting Instruction or form of proxy and satisfactory proof of due execution (if applicable) must, if required by the Registrar, be produced by the proxy at the meeting or adjourned meeting but the Registrar is not obliged to investigate or be concerned with the validity of, or the authority of the proxy named in, any Block Voting Instruction or form of proxy.
- (g) Any vote given in accordance with the terms of a Block Voting Instruction or form of proxy will be valid despite the previous revocation or amendment of the Block Voting Instruction or form of proxy or any instructions of the Noteholder under which it was executed, unless

notice in writing of such revocation or amendment has been received from the Noteholder who has executed such Block Voting Instruction or form of proxy at the Specified Office of the Registrar not less than 48 hours before the commencement of the meeting or adjourned meeting at which the Block Voting Instruction or form of proxy is used.

- (h) The registered holder of a Subordinated Note or, in the case of the joint holder, the person whose name first appears on the Register as one of the holders, is entitled to vote in respect of the Subordinated Note either in person or by proxy or by representative.
- (i) Subject to paragraph (a), at a meeting convened for the purpose of considering a resolution:
 - (i) on a show of hands every person who is present and holds a Subordinated Note or produces a Voting Certificate or is a proxy has one vote; and
 - (ii) on a poll every person who is present and holds a Subordinated Note or produces a Voting Certificate or is a proxy has one vote in respect of each Australian Dollar of the Outstanding Principal Amount of Subordinated Notes which that person holds or are represented by the Voting Certificate or in respect of which that person is a proxy.

Without affecting the obligations of the proxies named in any Block Voting Instruction or form of proxy, any person entitled to more than one vote need not use all votes or cast all the votes to which that person is entitled in the same way.

9 Resolutions

9.1 Ordinary Resolutions

An Ordinary Resolution is passed if:

- (a) within one month from the date (in this paragraph (a), the **Relevant Date**) stated in the copies of the resolution sent for that purpose to the Noteholders of the Subordinated Notes, holders of more than 50% of the Outstanding Principal Amount of Subordinated Notes at the Relevant Date signed the resolution; or
- (b) subject to paragraph 8(a) of this Schedule, a simple majority of the votes cast by Noteholders of Subordinated Notes (present in person or by proxy or representative) at a meeting convened for that purpose vote in favour of the resolution.

9.2 Extraordinary Resolutions

An Extraordinary Resolution is passed if:

- (a) within one month from the date (in this paragraph (a), the **Relevant Date**) stated in the copies of the resolution sent for that purpose to the holders of the Subordinated Notes, holders of more than or equal to 66 $\frac{2}{3}$ % of the Outstanding Principal Amount of the Subordinated Notes at the Relevant Date signed the resolution; or
- (b) subject to paragraph 8(a) of this Schedule, greater than or equal to two thirds of the votes cast by holders of the Subordinated Notes (present in person or by proxy or representative) at a meeting convened for that purpose vote in favour of the resolution.

9.3 More than one document

A resolution in writing signed by Noteholders may be contained in one document or in several documents in like form each signed by one or more Noteholders.

9.4 Effective Date of written resolution

A written resolution is deemed to have been passed on the date on which the last Noteholder whose signature on the resolution caused it to be passed signed it (as evidenced on its face).

10 Powers

The Noteholders of the Subordinated Notes have, subject to the Conditions, in addition to the powers set out above, but without affecting any powers conferred on other persons by this Schedule, the following powers exercisable by:

(a) Ordinary Resolution:

- (i) to give any approval, authority, direction or sanction which under the Conditions is not required to be given by the Extraordinary Resolution;
- (ii) to waive or authorise any breach or proposed breach by the Issuer of its obligations under the Programme Documents;
- (iii) to authorise any person to concur in and execute documents and do all such acts and things as may be necessary to carry out and give effect to any Ordinary Resolution (including the provision of a certified extract of that resolution);
- (iv) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders of the Subordinated Notes and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Ordinary Resolution;
- (v) to approve the alteration of majority required to pass an Ordinary Resolution;
- (vi) other than in respect of a variation referred to in paragraph (b) below, to sanction:
 - (A) any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer whether such rights arise under those Subordinated Notes, the Note Deed Poll, the Subordinated Guarantee or otherwise; or
 - (B) to sanction the exchange or substitution for those Subordinated Notes of, or the conversion of those Subordinated Notes into, other obligations or securities of the Issuer or any other body corporate formed or to be formed otherwise than in accordance with the Conditions; and
- (vii) other than in respect of a variation referred to in paragraph (b) below, to assent to any variation or modification of the provisions contained in the Agency Agreement, the Note Deed Poll, the Conditions, the Subordinated Guarantee or this Schedule; and

- (b) Extraordinary Resolution:
- (i) to give any approval, authority, direction or sanction which under the Conditions is required to be given by the Extraordinary Resolution;
 - (ii) to assent to any variation or modification of the provisions contained in the Agency Agreement, the Note Deed Poll, the Conditions or the Subordinated Guarantee, which affect the timing or amount of payments, extends the Maturity Date or changes the Interest Rate, in respect of the Subordinated Notes;
 - (iii) to authorise any person to concur in and execute documents and do all such acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution (including the provision of a certified extract of that resolution);
 - (iv) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders of the Subordinated Notes and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution; and
 - (v) to approve the alteration of majority required to pass an Extraordinary Resolution.

11 Resolutions Binding

- (a) A resolution passed at a meeting of Noteholders of the Subordinated Notes duly convened and held (or passed by those Noteholders in writing) in accordance with this Schedule is binding on all such Noteholders, whether present or not present at the meeting (or signing or not signing the written resolution), and each such Noteholder is bound to give effect to it accordingly. The passing of any such resolution is conclusive evidence that the circumstances of such resolution justify its passing.
- (b) The Issuer must give notice to the Noteholders, with a copy to the Registrar, of the result of the voting on a resolution within 14 days of such result being known but failure to do so will not invalidate the resolution. Such notice must be given in the manner provided in the Conditions.

12 Minutes to be Kept

Minutes of all resolutions and proceedings at every meeting (or resolutions otherwise passed in accordance with this Schedule) must be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of Noteholders of the Subordinated Notes (or, where the resolution is passed otherwise than at a meeting, if purporting to be signed by a director or secretary of the Issuer), are conclusive evidence of the matters contained in them and until the contrary is proved every such minute in respect of the proceedings of which minutes have been made and signed in that manner is deemed to have been duly convened and held and all resolutions passed or proceedings transacted at that meeting are deemed to have been duly passed and transacted (or, where the resolution is passed otherwise than at a meeting, such resolution is deemed to have been duly passed).

Form of Subordinated Guarantee Deed Poll

This Deed Poll is made on [●] 2020

Parties

- 1 **Ampol Limited** (ABN 40 004 201 307) (the **Issuer**); and
- 2 **Ampol Australia Petroleum Pty Ltd** (ABN 17 000 032 128) (the **Guarantor**).

Recital

This Subordinated Guarantee is made in favour of each Noteholder from time to time.

THIS DEED POLL WITNESSES as follows:

1 Definitions and Interpretation

1.1 Definitions

Definitions in the Conditions apply in this Subordinated Guarantee unless the context otherwise requires or the relevant term is defined in this Subordinated Guarantee.

Conditions means, in relation to a Subordinated Note, the terms and conditions applicable to that Subordinated Note as set out in the Information Memorandum.

Information Memorandum means the supplemental information memorandum dated 1 December 2020 prepared by the Issuer in connection with the issue of the Subordinated Notes and all documents incorporated by reference in it.

Outstanding Money means all money which the Issuer (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of a Noteholder (whether alone or not) for any reason whatever under or in connection with a Subordinated Note, whether or not currently contemplated.

It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with a Subordinated Note, or as a result of a breach of or default under or in connection with a Subordinated Note.

Where the Issuer would have been liable but for an Insolvency Event, it will be taken still to be liable.

1.2 Interpretation

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

- (a) The singular includes the plural and the converse.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause, annexure or schedule is a reference to a clause of, or annexure or schedule to, this Subordinated Guarantee.
- (f) A reference to a party to this Subordinated Guarantee or another agreement or document includes the party's successors and permitted substitutes or assigns.
- (g) A reference to a specific agreement or document includes it as amended, novated, supplemented or replaced from time to time.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to **writing** includes an email transmission and any means of reproducing words in a tangible and permanently visible form.
- (j) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (k) The meaning of terms is not limited by specific examples introduced by including, or **for example**, or similar expressions.
- (l) A reference to **law** includes common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
- (m) All references to **time** are to Sydney time.

1.3 Document or agreement

A reference to:

- (a) an **agreement** includes a guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and
- (b) a **document** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

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

1.4 Issuer as attorney of the Guarantor

- (a) The Guarantor, by its execution of this Subordinated Guarantee, irrevocably appoints the Issuer to act on its behalf as its attorney in relation to this Subordinated Guarantee and irrevocably authorises the Issuer to:
 - (i) execute and deliver any communications, notices, certificates and documents which the Guarantor is entitled or obliged to give under this Subordinated Guarantee;

- (ii) do anything which in the opinion of the Issuer is necessary, desirable or expedient for the purposes of this Subordinated Guarantee;
 - (iii) execute and deliver all documents under or in connection with this Subordinated Guarantee (including any amendment, novation, supplement, extension or restatement of or to this Subordinated Guarantee);
 - (iv) supply all information relating to itself as contemplated by this Subordinated Guarantee to any Noteholder; and
 - (v) delegate the Issuer's powers under this clause 1.4 (*Issuer as attorney of Guarantors*).
- (b) The Guarantor ratifies, confirms and shall be bound by any act of the Issuer under this clause as though the Guarantor itself had done that act and irrespective of whether the Guarantor knew about it or whether it occurred before the Guarantor became a Guarantor.
 - (c) To the extent that there is any conflict between any communication or notice by the Issuer on behalf of the Guarantor, those of the Issuer shall prevail.

2 Benefit

- (a) This Subordinated Guarantee is given by the Guarantor in favour of the Noteholders from time to time.
- (b) Each Noteholder has the benefit of and may enforce this Subordinated Guarantee even though it is not a party to, or may not be in existence at the time of execution and delivery of this Subordinated Guarantee, in relation to the Outstanding Money to which that Noteholder is entitled.
- (c) The rights of each Noteholder under or in connection with this Subordinated Guarantee are separate and independent rights and each Noteholder at any relevant time may enforce its rights under this Subordinated Guarantee independently from each other Noteholder.
- (d) Nothing done or omitted to be done by a Noteholder in relation to this Subordinated Guarantee in any way affects the rights of any other Noteholder.

3 Payment and Taxes

3.1 Manner of Payment

The Guarantor will ensure that all payments made under this Subordinated Guarantee are made:

- (a) in immediately available same day funds, not later than 4.00pm on the day of payment in the place of payment on the due date;
- (b) to the account designated by the relevant Noteholder from time to time;
- (c) in the relevant currency in which they are due; and
- (d) in gross without deduction, withholding, set-off or counterclaim except to the extent required by law.

3.2 Additional payments

If the Guarantor is obliged to make a withholding or deduction in respect of Tax from any payment under this Subordinated Guarantee:

- (a) it shall make the relevant withholding or deduction (and any further withholding or deduction applicable to any further payment due under paragraph (d) below) at the time required under law;
- (b) it shall pay the amount withheld or deducted under paragraph (a) above to the appropriate Government Agency within the time required by law;
- (c) within 30 days of the end of the month in which the deduction is made, it shall deliver to the Registrar for collection by the relevant Noteholder official receipts or other evidence of payment of that amount; and
- (d) subject to paragraph (e) and clause 3.3 (*FATCA*), it shall pay the relevant Noteholder on the due date for payment such additional amounts (**Additional Amounts**) as may be necessary so that the relevant Noteholder receives a net amount (after allowance for any further withholding or deduction) equal to the amount it would have received if no withholding or deduction had been made;
- (e) no Additional Amounts shall be payable under this clause 3.2:
 - (i) in respect of a Tax imposed by a jurisdiction other than:
 - (A) the jurisdiction in which the Issuer or the Guarantor is incorporated; or
 - (B) the jurisdiction from which the Guarantor is making a relevant payment;
 - (ii) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar claim for exemption to any tax authority;
 - (iii) to, or to a third party on behalf of, a Noteholder who is liable for the Taxes in respect of the Subordinated Notes by reason of the Noteholder being an associate (within the meaning of section 128F of the Tax Act) of the Issuer, except as permitted under section 128F(6) of the Tax Act;
 - (iv) to, or to a third party on behalf of, an Australian resident Noteholder, or a non-resident Noteholder who is holding the relevant Subordinated Note in carrying on business through a permanent establishment in Australia, who is liable to the Taxes by reason of the Noteholder not supplying an appropriate tax file number, Australian business number or other exemption details;
 - (v) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge;
 - (vi) on account of the Issuer or the Guarantor, or a third party acting on behalf of the Issuer or the Guarantor, receiving a direction under section 255 of the *Income Tax*

Assessment Act 1936 (Cth) or section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) of Australia or any similar law; or

- (vii) to a Noteholder that is not the beneficial owner of such Subordinated Note to the extent that the beneficial owner thereof would not have been entitled to the payment of such Additional Amounts had such beneficial owner been the Noteholder.

3.3 FATCA

Notwithstanding any other provision of this Subordinated Guarantee, if the Guarantor, or any other person through whom payments on the Subordinated Guarantee are made, is required to withhold or deduct amounts under or in connection with, or in order to ensure compliance with FATCA, the Guarantor shall be entitled to make such withholding or deduction and shall have no obligation to gross up any payment under this Subordinated Guarantee or to pay any Additional Amount or other amount for such withholding or deduction.

4 Subordinated Guarantee

4.1 Interpretation

Unless the context requires otherwise, in this clause a reference to:

- (a) **any document or agreement** includes the Conditions and any Note Document; and
- (b) **any reason** or **some reason** includes:
 - (i) any legal limitation, disability, Insolvency Event, incapacity or thing affecting any person or the operation of any law, including any law relating to an Insolvency Event, fiduciary or other duties or obligations or the protection of creditors;
 - (ii) any release, discharge, termination, rescission, repudiation, extinguishment, abandonment or disclaimer;
 - (iii) any failure by any person to execute, or to execute properly, an agreement or document or to comply with some requirement; or
 - (iv) an agreement, document, obligation or transaction being or becoming illegal, invalid, void, voidable or unenforceable in any respect.

This applies whether or not the reason was or ought to have been within the knowledge of any Noteholder.

4.2 Subordinated Guarantee

- (a) The Guarantor unconditionally and irrevocably guarantees on a subordinated basis to each Noteholder the due and punctual payment of the relevant Outstanding Money on demand by the relevant Noteholder. The Guarantor acknowledges receiving valuable consideration for entering into this Subordinated Guarantee which includes any Noteholder subscribing for Subordinated Notes.
- (b) A demand under paragraph (a) above may be given notwithstanding that the relevant Noteholder may not have made a demand on the Issuer.

4.3 Subordinated indemnity

As a separate and independent obligation, the Guarantor unconditionally and irrevocably indemnifies (on a subordinated basis) each Noteholder against any and all demands, claims, suits, actions, damages, liabilities, losses, costs and expenses which may be made or brought against or suffered or incurred by a Noteholder if:

- (a) the Outstanding Money:
 - (i) is not recoverable or has never been recoverable by the relevant Noteholder from the Issuer or from the Guarantor as surety; or
 - (ii) is not paid to the relevant Noteholder; or
- (b) a Note Document cannot be enforced against the Issuer or against the Guarantor as surety,
- (c) in any case for any reason whatsoever including by reason of:
 - (i) any lack of authority or lack of power, any legal limitation, disability or incapacity of or affecting any person;
 - (ii) the obligation of the Issuer to pay the Outstanding Money or any transactions relating to the Outstanding Money being void, voidable or otherwise unenforceable (whether or not the Noteholders knew or ought to have known about it); or
- (d) an Insolvency Event of the Issuer occurs.

4.4 Payment

- (a) If the Issuer fails to pay any Outstanding Money when due in the manner it is required to be paid then, on demand, the Guarantor shall pay an amount equal to the Outstanding Money then due and payable in the same manner and currency which the Issuer is required to pay the Outstanding Money under the relevant Subordinated Note (or would have been but for an Insolvency Event).
- (b) A demand need only specify the amount the Issuer has failed to pay and the date of that failure. It need not specify the basis of calculation of that amount.
- (c) Each Noteholder may make such demand under paragraph (a) above on the Guarantor from time to time, whether or not the relevant Noteholder has made a demand on the Issuer.
- (d) The Guarantor's obligation to make payment under this Subordinated Guarantee is subordinated as set out herein.

4.5 Joint and Several Liability

- (a) The Guarantor is not discharged from its obligations under this Subordinated Guarantee by reason of:
 - (i) this Subordinated Guarantee being invalid or unenforceable; or
 - (ii) the liability of the Guarantor under this Subordinated Guarantee ceasing for any reason.

- (b) Without limiting this clause, if the Guarantor becomes entitled by law to be subrogated to any rights of a Noteholder against the Issuer, that Noteholder is entitled to assign those rights to the Guarantor.

4.6 Unconditional nature of obligation

Neither this Subordinated Guarantee nor the obligations of the Guarantor under this Subordinated Guarantee will be affected by anything at law or in equity which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Guarantor from any obligation. This includes:

- (a) the grant to any person of any time, waiver or other indulgence, or the discharge or release of any person;
- (b) any transaction or arrangement between any Noteholder and any person;
- (c) an Insolvency Event;
- (d) any Noteholder becoming a party to or bound by any compromise, moratorium, assignment of property, scheme of arrangement, deed of company arrangement, composition of debts or scheme of reconstruction by or relating to any person;
- (e) any Noteholder exercising or delaying or refraining from exercising or enforcing any document or agreement or any right, power or remedy conferred on it by law or by any document or agreement;
- (f) all or any part of any document or agreement held by any Noteholder at any time or of any right, obligation, power or remedy changing, ceasing or being transferred (this includes amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment or assignment);
- (g) the taking or perfection of any document or agreement or failure to take or perfect any document or agreement;
- (h) the failure by any person or any Noteholder to notify the Guarantor of any default by any person under any document or agreement or other circumstance;
- (i) the release of any Security Interest;
- (j) any Noteholder obtaining a judgment against any person for the payment of any Outstanding Money;
- (k) any legal limitation, disability, incapacity or other circumstance relating to any person;
- (l) any change in any circumstance (including in the members or constitution of any person);
- (m) any document or agreement is not executed by any person, or is not valid or binding on any person; or
- (n) any increase in the Outstanding Money for any reason (including as a result of anything referred to above),

whether with or without the consent of the Guarantor. None of the above paragraphs limits the generality of any other.

4.7 Principal and independent obligation

This clause is a principal and independent obligation. It is not ancillary or collateral to another document, agreement, right or obligation.

4.8 No marshalling

To the extent permitted by law, no Noteholder is obliged to marshal, enforce, release or appropriate in favour of the Guarantor or to exercise, apply or recover:

- (a) any Security Interest, guarantee, document or agreement (including any Note Document) held by a Noteholder at any time; or
- (b) any of the funds or assets that a Noteholder may be entitled to receive or have a claim on.

4.9 No competition

- (a) Until the Outstanding Money owed to a Noteholder has been irrevocably paid and discharged in full, no Guarantor is entitled to, and the Guarantor shall not:
 - (i) be subrogated to any Noteholder or claim the benefit of any Security Interest, guarantee, indemnity or other assurance against loss held by any Noteholder at any time;
 - (ii) either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment in an Insolvency Event, or any person who gives a Security Interest, guarantee, indemnity or other assurance against loss in respect of any Outstanding Money; or
 - (iii) have or claim any right of contribution or indemnity from the Issuer, or any person who gives a Security Interest, guarantee, indemnity or other assurance against loss in respect of any Outstanding Money,

except as directed by the Noteholders.

- (b) The receipt of any distribution, dividend or other payment by any Noteholder out of or relating to any Insolvency Event will not prejudice the right of any Noteholder to recover the Outstanding Money by enforcement of the Conditions or this Subordinated Guarantee.
- (c) If an Insolvency Event of the Issuer occurs, the Guarantor irrevocably and unconditionally authorises each Noteholder to exercise any right of proof of that Guarantor for all money which that Guarantor has paid to that Noteholder pursuant to this clause 4 on or for the account of a Guarantor until that Noteholder has received payment or satisfaction of its Outstanding Money.

4.10 Suspense of amounts received

Until the Outstanding Money owed to a Noteholder has been paid in full or each Noteholder has received or recovered money that (after any applicable expenses and exchanges) is sufficient to pay its Outstanding Money in full, each Noteholder may:

- (a) appropriate at its discretion any money received or recovered in respect of its Outstanding Money, including money received or recovered by way of set-off or as a dividend in an Insolvency Event; and
- (b) refrain from applying the money in reduction of its Outstanding Money, and claim against any person (including by proving in an Insolvency Event) in respect of the full amount of its Outstanding Money disregarding the money received or recovered.

4.11 Rescission of payment

Whenever any of the following occurs for any reason:

- (a) all or part of any transaction of any nature (including any payment or transfer) made during the term of this Subordinated Guarantee which affects or relates in any way to the Outstanding Money is void, set aside or voidable;
- (b) any claim of a nature contemplated by paragraph (a) above is upheld, conceded or compromised; or
- (c) any Noteholder is required to return or repay any money or asset received by it under any such transaction (or the equivalent in value of that money or asset) to a Guarantor,

each Noteholder will immediately become entitled against each Guarantor to all rights in respect of the Outstanding Money which it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor indemnifies each Noteholder against any resulting loss, cost or expense. This clause continues after this Subordinated Guarantee is discharged.

4.12 Continuing guarantee and indemnity

This clause 4:

- (a) is a continuing guarantee and indemnity;
- (b) will not be taken to be wholly or partially discharged by the payment at any time of any Outstanding Money or by any settlement of account or other matter or thing; and
- (c) remains in full force until the Outstanding Money has been paid in full and the Guarantor has completely performed their obligations under this Subordinated Guarantee.

4.13 Variations

This clause covers the Outstanding Money as varied from time to time including as a result of:

- (a) the creation or designation of any new Note Document after the date of this Subordinated Guarantee;
- (b) any amendment to, or waiver under, any Note Document; or
- (c) the provision of further accommodation to the Issuer,

and whether or not with the consent of or notice to the Guarantor. This does not limit any other provision.

4.14 Judgment

A judgment obtained against the Issuer will be conclusive against the Guarantor.

4.15 Conditions precedent

Any condition or condition precedent to the provision of financial accommodation is for the benefit of the relevant Noteholder and not the Guarantor. Any waiver of or failure to satisfy such a condition or condition precedent will be disregarded in determining whether an amount is part of the Outstanding Money.

4.16 Exercise of right

The Guarantor may not exercise any right it may have in a manner inconsistent with this clause 4.

5 Ranking of Subordinated Guarantee

5.1 Ranking of Subordinated Guarantee

- (a) The claims of Noteholders as creditors of the Guarantor are subordinated to the claims of Guarantor Senior Creditors in that if at any time an Insolvency Event occurs in relation to the Guarantor (other than for the purposes of a Solvent Reconstruction of the Guarantor), the amount payable by the Guarantor to a Noteholder under or in relation to this Subordinated Guarantee, shall be the amount that would have been payable to such Noteholder if, immediately prior to and throughout any process which follows such Insolvency Event, such Noteholder was the holder of Notional Preference Shares in the Guarantor.
- (b) For the purposes only of that calculation, a Noteholder will be deemed to hold one preference share of A\$1.00 each in the capital of the Guarantor ranking equally with the Notional Preference Shares in the Guarantor for each A\$1.00 of the relevant Guaranteed Amounts in respect of the relevant Subordinated Note. The amount payable to a Noteholder under this clause by the Guarantor will only be paid after the debts owing to the Guarantor Senior Creditors have been paid in full.

5.2 Noteholder acknowledgments

Each Noteholder acknowledges and agrees that:

- (a) Clause 5.1 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) the claims of the Guarantor Senior Creditors to which it is subordinated include each Guarantor Senior Creditor's entitlement to interest under section 563B of the Corporations Act and it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act to the extent that the holder of a Notional Preference Share would not be entitled to such interest;
- (c) the debt subordination effected by this clause 5 is not affected by any act or omission of the Issuer, the Guarantor or any Guarantor Senior Creditor of any of them which might otherwise affect it at law or in equity;
- (d) to the maximum extent permitted by applicable law, it may not exercise or claim any right of set-off or counterclaim in respect of any amount owed by it to the Guarantor against any amount owed to it by the Guarantor in respect of Subordinated Notes or this Subordinated

Guarantee and it shall waive and be deemed to have waived such rights of set-off or counterclaim;

- (e) it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding-up of the Guarantor in excess of its entitlement under this clause 5;
- (f) it may not exercise any voting rights as a creditor in any administration which follows an Insolvency Event until after all Guarantor Senior Creditors have been paid in full or otherwise in a manner inconsistent with the subordination contemplated in this clause 5;
- (g) it does not have, and is taken to have waived, to the maximum extent permitted by law, any right to prove in a winding-up of the Guarantor as a creditor in respect of the Subordinated Notes or this Subordinated Guarantee so as to diminish any distribution, dividend or payment that any Guarantor Senior Creditor would otherwise receive or be entitled to receive; and
- (h) it has no remedy for the recovery of amounts owing to it other than to prove in the winding-up of the Issuer in accordance with this clause 5.

6 Notices

Any notice, request, demand, consent, approval, agreement or other communication to the Issuer or the Guarantor in connection with this Subordinated Guarantee:

- (a) must be in writing addressed as follows:

Address: Level 24
 2 Market Street
 Sydney NSW Australia 2000

Telephone: +61 2 9250 5083

Email: ctreasuryops@ampol.com.au

Attention: Chief Financial Officer

- (b) is conclusively deemed to be duly given or made if received or left at the address or email address of the recipient shown in this clause or to any other address or email address which the recipient may have notified the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4pm (local time), it will be conclusively taken to have been received at the commencement of business on the next day on which business is generally carried on in that place; and
- (c) in the case of notices delivered by email, notice is duly given at the earliest of:
 - (i) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (ii) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and

- (iii) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered.

7 Miscellaneous

7.1 Certificate

A certificate signed by (or on behalf of) a Noteholder about a matter or about a sum payable to that Noteholder in connection with this Subordinated Guarantee is sufficient evidence of the matters to which it relates unless the contrary is proven.

7.2 Exercise of rights

A Noteholder may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Noteholder does not prevent any further or other exercise or the exercise of any other right, power or remedy. Failure by a Noteholder to exercise or delay in exercising a right, power or remedy does not prevent its exercise and shall not operate as a waiver of that right, power or remedy. A Noteholder is not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy. The rights, powers and remedies provided in this Subordinated Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

7.3 Supervening Legislation

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Subordinated Guarantee is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

7.4 Survival of Indemnities

Each indemnity in this Subordinated Guarantee is separate and independent from the other obligations of the Guarantor and survives termination of this Subordinated Guarantee and any Guarantor ceasing to be the Guarantor.

7.5 Governing law and Jurisdiction

- (a) This Subordinated Guarantee is governed by the law in force in New South Wales.
- (b) Each person taking benefit of or bound by this Subordinated Guarantee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.
- (c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 6 (*Notices*).

8 Variation

The Guarantor may vary any term of this Subordinated Guarantee by executing a supplementary deed poll setting out the variation, but any such variation requires the consent of the Noteholders which may only be given in accordance with the Conditions and the Meeting Provisions.

Executed and delivered as a Deed Poll.

Executed in accordance with section 127 of the Corporations Act by **Ampol Australia Petroleum Pty Ltd:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Taxation

1 Australian taxation

1.1 Introduction

The following is a summary of the tax treatment under the Tax Act, at the date of this Information Memorandum, of payments of interest (as defined in the Tax Act) on the Subordinated Notes and certain other Australian tax matters.

A term used below but not otherwise defined has the meaning given to it in the Conditions.

*This summary applies to holders of Subordinated Notes (**Noteholders**) that are:*

- residents of Australia for tax purposes that do not hold their Subordinated Notes, and do not derive any payments under the Subordinated Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Subordinated Notes, and derive all payments under the Subordinated Notes, in carrying on a business at or through a permanent establishment in Australia (**Australian Noteholders**); and*
- non-residents of Australia for tax purposes that do not hold their Subordinated Notes, and do not derive any payments under the Subordinated Notes, in carrying on a business at or through a permanent establishment in Australia, and Australian tax residents that hold their Subordinated Notes, and derive all payments under the Subordinated Notes, in carrying on a business at or through a permanent establishment outside of Australia (**Non-Australian Noteholders**).*

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of holders of the Subordinated Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Subordinated Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Subordinated Notes through Austraclear, Euroclear, Clearstream, Luxembourg or another clearing system.

This summary does not address the taxation consequences of holding or disposing of Shares following Conversion of Subordinated Notes (except as expressly noted below).

Noteholders should also be aware that particular terms of issue of any Series of Subordinated Notes may affect the tax treatment of that Series of Subordinated Notes.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular holder. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

1.2 Australian income tax

Characterisation of Subordinated Notes

The Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies), including for the purposes of Australian interest withholding tax (**IWT**) and dividend withholding tax. The Issuer intends for the Subordinated Notes which are to be issued to be

characterised as “debt interests” for the purposes of these tests. Payments on debt interests are not frankable for Australian tax purposes, and accordingly the Issuer will not attach franking credits to payments on the Subordinated Notes.

Interest payments

Australian Noteholders will be required to include any interest in respect of their Subordinated Notes in their Australian assessable income. Whether the interest should be recognised as assessable income on a realisation or accruals basis will depend on the individual circumstances of the Australian Noteholder (see also the “taxation of financial arrangements” summary below).

Non-Australian Noteholders should not be subject to Australian income tax in respect of interest paid on their Subordinated Notes. This is on the basis that the Issuer intends to satisfy the requirements of section 128F of the Tax Act in respect of interest paid on Subordinated Notes (see the summary below).

Gain or loss on disposal, redemption or Conversion of the Subordinated Notes

Australian Noteholders should be required to include any gain or loss on disposal or redemption of Subordinated Notes in their assessable income. Depending on the circumstances of the Australian Noteholder, the Issuer expects that either the rules relating to “taxation of financial arrangements” (see summary below) or “traditional securities” (in sections 26BB and 70B of the Tax Act) should apply.

For the purpose of calculating an Australian Noteholder’s gain or loss on disposal or redemption of Subordinated Notes, this gain or loss should take into account:

- for those holders who acquire Subordinated Notes under this Information Memorandum, the issue price paid by the holders to acquire the Subordinated Notes;
- the gross proceeds received by the holder in respect of the disposal or redemption of the Subordinated Notes; and
- any accrued and unpaid interest on Subordinated Notes that has already been brought to account for tax purposes for the Australian Noteholder at the time the disposal or redemption takes place.

Noteholders should seek their own taxation advice in relation to the application of the Tax Act to their particular circumstances.

Non-Australian Noteholders should not be subject to Australian income tax on gains made on the disposal or redemption of Subordinated Notes, provided:

- such gains do not have an Australian source; or
- if the gains have an Australian source but the Non-Australian Noteholder is a resident of a country with which Australia has entered into a comprehensive double tax treaty – the Non-Australian Noteholder is fully entitled to the benefits of the double tax treaty, and the double tax treaty operates to prevent Australia from taxing the gains.

Whether or not a gain or loss made on the disposal or redemption of the Subordinated Notes has an Australian source depends on the particular circumstances of the Non-Australian Noteholder and the

disposal or redemption. For example, where Subordinated Notes are sold by a Non-Australian Noteholder to another Non-Australian Noteholder outside Australia, all negotiations are conducted and documentation executed outside Australia, and the payments made are all undertaken outside Australia, it would be expected that any gain made on the sale should not be regarded as having an Australian source.

If a gain realised by a Non-Australian Noteholder is subject to Australian income tax then it should be taxed as ordinary income and not as a capital gain. Again, depending on the circumstances of the Non-Australian Noteholder, either the rules relating to “taxation of financial arrangements” or “traditional securities” should apply.

No gain on Conversion of the Subordinated Notes

Noteholders (whether an Australian Noteholder or a non-Australian Noteholder) should not generally make any taxable gain or loss if Subordinated Notes are Converted into Shares. This is because any gain or loss on the Conversion should generally be disregarded under the Tax Act. Noteholders should seek their own taxation advice if their Subordinated Notes are Converted into Shares.

The cost base and reduced cost base for Australian capital gains tax (CGT) purposes of the Shares acquired as a consequence of the Conversion should generally include the cost base of Subordinated Notes at the time of Conversion. The cost base and reduced cost base should include not only the original acquisition price for the Subordinated Notes, but any interest that was accrued but unpaid on the Subordinated Notes at the time of Conversion. Again, Noteholders should seek their own taxation advice in relation to the application of the Tax Act to their particular circumstances.

For Australian CGT purposes, the acquisition date of the Shares should generally be the time of Conversion. This may be relevant in the event that the Noteholder subsequently disposes of the Shares.

In the case of a Non-Australian Noteholder (other than an Australian resident acting through a permanent establishment outside of Australia), any capital gain or loss made by that Noteholder from any subsequent disposal of Shares is likely to be disregarded for Australian CGT purposes. This is because the Shares are not expected to be “taxable Australian property” (as defined under the Tax Act) for that Noteholder at the time of disposal.

1.3 Australian interest withholding tax

The returns paid on the Subordinated Notes are intended to be “interest” for the purposes of the withholding tax provisions, including the exemption from interest withholding tax in section 128F of the Tax Act.

For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Australian Noteholders

Payments of interest in respect of the Subordinated Notes to Australian Noteholders should not be subject to Australian IWT.

Non-Australian Noteholders

Australian IWT is payable at a rate of 10% of the gross amount of interest paid by the Issuer to a Non-Australian Noteholder, unless an exemption is available.

(a) Section 128F exemption from IWT

An exemption from Australian IWT is available in respect of interest paid on the Subordinated Notes if the requirements of section 128F of the Tax Act are satisfied.

The Issuer intends to issue the Subordinated Notes in a manner which will satisfy the requirements of section 128F of the Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Tax Act) when it issues the Subordinated Notes and when interest is paid;
- (ii) the Subordinated Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Tax Act.

In relation to the Subordinated Notes, there are five principal methods of satisfying the “public offer” test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Subordinated Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
 - offers to 100 or more investors of a certain type;
 - offers of listed Subordinated Notes;
 - offers via publicly available information sources; or
 - offers to a dealer, manager or underwriter who offers to sell the Subordinated Notes within 30 days by one of the preceding methods;
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Subordinated Notes (or interests in the Subordinated Notes) were being, or would later be, acquired, directly or indirectly, by an “associate” of the Issuer, except as permitted by section 128F(5) of the Tax Act; and
 - (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Tax Act.

(b) Exemptions under certain double tax conventions

The Australian Government has signed double tax conventions (***Specified Treaties***) with a number of countries (each a ***Specified Country***). The Specified Treaties apply to interest derived by a

resident of a Specified Country. In broad terms, the Specified Treaties effectively prevent IWT applying to interest derived by:

- governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a “financial institution” resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back to back loan or an economically equivalent arrangement will not qualify for this exemption.

(c) *Payments under the Subordinated Guarantee*

It is unclear whether or not any payment by the Guarantor under the Subordinated Guarantee on account of interest owing by the Issuer in respect of the Subordinated Notes would be subject to Australian IWT. There are good arguments that such payments (other than interest paid on an overdue amount) do not constitute “interest” for Australian withholding tax purposes, and, if so, would not be subject to Australian IWT.

The Australian Taxation Office has published a Taxation Determination stating that payments by a guarantor in respect of debentures are entitled to the benefit of the exemption contained in section 128F if payments of interest in respect of those debentures by the Issuer are exempt from Australian IWT.

On that basis, the Issuer expects that IWT should not apply to payments (other than interest paid on an overdue amount) made by the Guarantor under the Subordinated Guarantee. Non-Australian Noteholders may wish to obtain their own tax advice regarding the treatment of any payments made by the Guarantor under the Subordinated Guarantee.

1.4 Other tax matters

Under Australian laws as presently in effect:

- *taxation of financial arrangements* – Division 230 of the Tax Act contains tax timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”. The rules do not alter the rules relating to the imposition of IWT nor override the IWT exemption available under section 128F of the Tax Act.

A number of elective tax timing methods are available under Division 230. If none of the tax timing elections are made, the default accruals/realisation methods should apply to the taxpayer. Under the default methods, if the gains or losses from a financial arrangement are sufficiently certain, they should be brought to account for tax on an accruals basis.

Otherwise, they should be brought to account for tax when they are realised. Division 230 does not apply to certain taxpayers or in respect of certain short term “financial arrangements”. Division 230 should not, for example, generally apply to holders of Subordinated Notes which are individuals and certain other entities (e.g. certain superannuation entities and managed investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential holders should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made;

- *death duties* – no Subordinated Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes* – no *ad valorem* stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Subordinated Notes or the issue or transfer of Shares (including an issue of Shares as a result of a Conversion) provided that:
 - if all the shares in the Issuer are quoted on ASX at the time of issue or transfer of the Shares, no person, either directly or when aggregated with interests held by associates of that person, obtains an interest in the Issuer of 90% or more; or
 - if not all the shares in the Issuer are quoted on ASX at the time of issue or transfer of the Shares, no person, either directly or when aggregated with interests held by associates of that person, obtains an interest in the Issuer of 50% or more.

The stamp duty legislation generally requires the interests of associates to be added in working out whether the relevant threshold is reached. In some circumstances, the interests of unrelated entities can also be aggregated together in working out whether the relevant threshold is reached;

- *TFN/ABN withholding* - withholding tax is imposed (at the rate of, currently, 47%) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (TFN), (in certain circumstances) an Australian Business Number (ABN) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Tax Act are satisfied with respect to the Subordinated Notes, then such withholding should not apply to payments to a Non-Australian Noteholder that is a non-resident of Australia for Australian tax purposes;

- *dividend withholding tax* - Non-Australian Noteholders may be subject to dividend withholding tax (*DWT*) on certain distributions paid on equity interests in Australian resident entities (such as Shares). DWT is generally imposed to the extent that the distribution is not “fully franked” (i.e. that the maximum amount of “franking credits” do not attach to the relevant distribution). Australian DWT is imposed at a general rate of 30%, but the rate may be reduced under an applicable double tax treaty.

Non-Australian Noteholders should consider the application of DWT in the event the Noteholder’s Subordinated Notes are Converted into Shares. The Issuer does not “gross-up” distributions on its Shares to account for the imposition of DWT;

- *additional withholdings from certain payments to non-residents* – the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents;
- *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a holder of the Subordinated

Notes any amount in respect of Australian tax payable by the holder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction;

- *supply withholding tax* – payments in respect of the Subordinated Notes can be made free and clear of any “supply withholding tax”; and
- *goods and services tax (GST)* – neither the issue nor receipt of the Subordinated Notes will give rise to a liability for GST in Australia on the basis that the supply of Subordinated Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber that is a non-resident) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Subordinated Notes, would give rise to any GST liability in Australia.

2 U.S. Foreign Account Tax Compliance Act and OECD Common Reporting Standard

2.1 Foreign Account Tax Compliance Act

Under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**), a 30% withholding (**FATCA withholding**) may be required if (i)(A) an investor does not provide information sufficient for any non-U.S. financial institution (**FFI**) through which payments on the Subordinated Notes are made to determine the holder’s status under FATCA, or (B) an FFI to or through which payments on the Subordinated Notes are made is a “non-participating FFI”; and (ii) the Subordinated Notes are treated as debt for U.S. federal income tax purposes and the payment is made in respect of Subordinated Notes issued or modified after the date that is six months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register, or the Subordinated Notes are treated as equity for U.S. federal income tax purposes, whenever issued.

FATCA withholding is not expected to apply on payments made before the date that is two years after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register.

Reporting Australian Financial Institutions (**RAFI**s) under the Australia–U.S. FATCA Intergovernmental Agreement dated 28 April 2014 (**Australian IGA**) must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders and provide the Australian Taxation Office (**ATO**) with information on financial accounts held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the U.S. Internal Revenue Service. Consequently, holders of Subordinated Notes may be requested to provide certain information and certifications to any financial institutions through which payments on the Subordinated Notes are made. A RAFI that complies with its obligations under the Australian IGA will not be subject to FATCA withholding on amounts it receives, and will not be required to deduct FATCA withholding from payments it makes, other than in certain prescribed circumstances.

In the event that any amount is required to be withheld or deducted from a payment on the Subordinated Notes, or Shares are required to be withheld or deducted from an issue of Shares upon Conversion of the Subordinated Notes, in each case as a result of FATCA, pursuant to the Conditions, no additional amounts will be paid and no additional Shares will be issued by the Issuer as a result of the deduction or withholding.

2.2 Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**) requires certain financial institutions to report information regarding certain accounts (which may include the Subordinated Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

Selling and transfer restrictions

The Dealers have in the Dealer Agreement dated 8 March 2018 and the Subscription Agreement dated 1 December 2020 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase the Subordinated Notes.

The selling restrictions agreed between the Issuer and the Dealers are set out below.

1 General

By its purchase and acceptance of Subordinated Notes issued under the Dealer Agreement, each Dealer represents, warrants and agrees that it will comply with all applicable laws and directives in force in any jurisdiction in which it purchases, offers or sells the Subordinated Notes.

The Issuer and the Dealers reserve the right to reject any offer to purchase the Subordinated Notes, in whole or in part, for any reason.

This Information Memorandum does not constitute an offer to any person in the United States. Distribution of this Information Memorandum by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

2 Australia

This Information Memorandum has not been, and no prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Subordinated Notes has been, or will be, lodged with or registered by the Australian Securities and Investments Commission (**ASIC**). Each Dealer has represented and agreed that, in connection with the distribution of the Subordinated Notes in Australia, it:

- (a) has not made or invited, and will not make or invite, an offer of the Subordinated Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Information Memorandum or any other information memorandum or other offering material or advertisement relating to any Subordinated Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a 'retail client' as defined for the purposes of section 761G and section 761GA of the Corporations Act;
- (iii) such action complies with any applicable laws and directives in Australia (including any applicable licensing requirements); and

- (iv) such action does not require any document to be lodged with ASIC.

Offshore Associates (as defined above) of the Issuer should not acquire the Subordinated Notes unless, in relation to the initial distribution of the Subordinated Notes, they are acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Subordinated Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act).

3 United States of America

The Subordinated Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver the Subordinated Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Subordinated Notes are a part, as determined and certified to the Issuing and Paying Agent by such Dealer (or, in the case of an identifiable tranche of Subordinated Notes sold to or through more than one Dealer, by each of such Dealers with respect to Subordinated Notes of an identifiable tranche purchased by or through it, in which case the Issuing and Paying Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Subordinated Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Subordinated Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Subordinated Notes are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Subordinated Notes, an offer or sale of Subordinated Notes within the United States by any dealer that is not participating in the offering of such tranche of Subordinated Notes may violate the registration requirements of the Securities Act.

4 United Kingdom

In addition to the requirements of paragraph 6 below ("Prohibition of Sales to EEA Retail Investors and UK Retail Investors") each Dealer has represented and agreed that:

- (a) in relation to any Subordinated Notes which have a maturity of less than one year:
- (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Subordinated Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or

dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Subordinated Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (UK) (**FSMA**)) by the Issuer;

- (iii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA received by it in connection with the issue or sale of any Subordinated Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iv) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Subordinated Notes in, from or otherwise involving the United Kingdom.

5 Prohibition of Sales to EEA Retail Investors and UK Retail Investors

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Subordinated Notes which are the subject of the offering contemplated by this Information Memorandum to any retail investor in the European Economic Area (**EEA**) or the United Kingdom (**UK**). For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Regulation (EU) 2017/1129 (the **Prospectus Regulation**); and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Subordinated Notes to be offered so as to enable an investor to decide to purchase or subscribe the Subordinated Notes. Consequently no key information document required by Regulation (EU) No 1286/2014 (the **PRIPs Regulation**) for offering or selling the Subordinated Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Subordinated Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIPs Regulation.

6 New Zealand

The Programme is a wholesale programme. No action has been or will be taken to permit the Subordinated Notes to be directly or indirectly offered or sold to any retail investor, or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 (**New Zealand FMCA**). In particular, no product disclosure statement has been or will be prepared or lodged in New Zealand in relation to the Subordinated Notes under the New Zealand FMCA.

Each Dealer has represented and agreed that it has not and will not offer, sell or deliver, directly or indirectly the Subordinated Notes, and it has not distributed and will not distribute, publish, deliver or disseminate any offering memorandum or any other material that may constitute an advertisement (as defined in the New Zealand FMCA) in relation to any offer of the Subordinated Notes, in each case to any person in New Zealand other than to wholesale investors within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 of the New Zealand FMCA, being a person who is:

- (a) an 'investment business' within the meaning of clause 37 of Schedule 1 of the New Zealand FMCA;
- (b) 'large' within the meaning of clause 39 of Schedule 1 of the New Zealand FMCA; or
- (c) a 'government agency' within the meaning of clause 40 of Schedule 1 of the New Zealand FMCA,

and provided (for the avoidance of doubt) that Subordinated Notes may not be directly or indirectly offered or sold to any 'eligible investor' (as defined in clause 41 of Schedule 1 of the New Zealand FMCA) or to any person who, under clause 3(2)(b) of Schedule 1 of the New Zealand FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

7 Japan

The Subordinated Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **Financial Instruments and Exchange Act**). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Subordinated Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws, and regulations and ministerial guidelines of Japan.

8 Hong Kong

Each Dealer has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Subordinated Notes other than (a) to 'professional investors' as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a 'prospectus' as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMPO)**) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Subordinated Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Subordinated Notes which are or are intended to be disposed of only to persons

outside Hong Kong or only to 'professional investors' as defined in the SFO and any rules made under the SFO.

9 Singapore

Each Dealer has acknowledged that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Subordinated Notes or caused Subordinated Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Subordinated Notes or cause the Subordinated Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Subordinated Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Subordinated Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Subordinated Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts Regulations 2018).

Singapore SFA Product Classification: In connection with Section 309B of the SFA and the CMP Regulations 2018, the Issuer has determined, and hereby notifies all relevant persons (as defined

in the Section 309A(1) of the SFA), that the Subordinated Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

10 Korea

Each Dealer has represented and agreed that:

- (a) it has not offered, sold or delivered and will not offer, sell or deliver, directly or indirectly, any Subordinated Notes in Korea, or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transaction Law), except as otherwise permitted by applicable Korean laws and regulations; and
- (b) any securities dealer to whom each Dealer may sell the Subordinated Notes will agree that it will not offer, sell or deliver any Subordinated Notes, directly or indirectly, in Korea, or to any resident of Korea, except as otherwise permitted by applicable Korean laws and regulations or to any other dealer who does not so represent or agree.

11 Taiwan

The Subordinated Notes have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the Subordinated Notes in Taiwan.

12 Switzerland

- (a) Each Dealer has represented and agreed that:
 - (i) it will only offer or sell Subordinated Notes in or into Switzerland in compliance with all applicable laws and regulations in force in Switzerland and it will, to the extent necessary, obtain any consent, approval or permission required, for the offer or sale by it of Subordinated Notes under the laws and regulations in force in Switzerland;
 - (ii) it will not publicly (as such term is defined or interpreted under the Swiss Financial Services Act, "**FinSA**") offer, sell or advertise the Subordinated Notes, directly or indirectly, in or into Switzerland, unless an exemption from the requirement to publish a prospectus is available under the FinSA; and
 - (iii) this Information Memorandum and any other offering or marketing materials in relation to the Subordinated Notes may not be publicly distributed (as such term is defined or interpreted under the FinSA) or otherwise made publicly available (as such term is defined or interpreted under the FinSA) in or into Switzerland, unless an exemption from the requirement to publish a prospectus is available under the FinSA.

(b) This Information Memorandum is not intended to constitute an offer to the public or solicitation to purchase or invest in any Subordinated Notes. The Subordinated Notes may not be publicly offered, sold or advertised, directly or indirectly, in or into Switzerland within the meaning of the FinSA, except under the following exemptions under the FinSA:

- (i) to any investor that qualifies as a professional client within the meaning of the FinSA;
- (ii) to fewer than 500 investors (other than professional clients within the meaning of the FinSA):
- (iii) in any other circumstances falling within article 36 of the FinSA;

provided, in each case, that no such offer of the Subordinated Notes referred to in (i) through (iii) above shall require the publication of a prospectus for offers of the Subordinated Notes pursuant to the FinSA.

The Subordinated Notes have not been and will not be listed on the SIX Swiss Exchange or on any other exchange or trading venue in Switzerland. This Information Memorandum has not been and will not be reviewed or approved by a Swiss review authority, and does not comply with the disclosure requirements applicable to a prospectus within the meaning of the FinSA. Neither this Information Memorandum nor any other offering or marketing material relating to the Subordinated Notes may be publicly distributed or otherwise made publicly available in or into Switzerland in a way that would constitute a public offering of the Subordinated Notes, as such term is defined or interpreted under the FinSA, in each case unless an exemption from the requirement to publish a prospectus is available under the FinSA.

Additional information – Part A

Change of control undertaking by the Issuer

Prior to the Issuer exercising its redemption right upon a Change of Control Event, the Issuer or Guarantor (as applicable) intends (without hereby assuming a legal obligation) to make an offer to certain holders of senior debt of the Issuer or Guarantor (as applicable) to repurchase any such senior debt at the lower of its market value and par plus accrued interest.

This undertaking is not intended to apply in respect of any senior debt of the Issuer or Guarantor (as applicable) that continues to have an investment grade rating following the occurrence of the relevant Change of Control Event, or any senior debt that has in its terms either (a) a coupon or margin step-up linked to a rating downgrade or (b) a put right in favour of holders or otherwise a requirement for the Issuer or Guarantor (as applicable) to repay such senior debt on a change of control of the Issuer.

The undertaking is also not intended to apply in the event that: (a) the Issuer no longer has a solicited credit rating from Moody's; (b) the Subordinated Notes no longer receive the equity credit ascribed by Moody's at the time of issue; or (c) Moody's, under its then prevailing hybrid criteria, no longer requires the undertaking to achieve the amount of equity credit ascribed to the Subordinated Notes at the time of issue.

Additional information – Part B

Effect on the Issuer of the offer of the Subordinated Notes:

Refer to page 11 of this Information Memorandum, which describes how the net proceeds realised from the issuance of the Subordinated Notes will be used by the Issuer.

The Subordinated Notes should be classified as debt instruments for tax and accounting purposes.

The issue of the Subordinated Notes will not have a material impact on the Issuer's financial position, affairs or creditworthiness.

Rights and liabilities attaching to the Subordinated Notes:

See "Summary of the Subordinated Notes" on pages 8 to 13 and "Conditions of the Subordinated Notes" from pages 35 to 80 of this Information Memorandum.

Effect on the Issuer of the issue of the Shares when the Subordinated Notes are Converted:

If the Subordinated Notes are Converted in accordance with the Conditions, the issuance of the Shares on Conversion of the Subordinated Notes will result in an increase in the Issuer's shareholders' equity.

On the Conversion Date, the Issuer will allot and issue to each relevant Noteholder Shares equal to the Conversion Number in respect of each Subordinated Note required to be Converted (see pages 56 to 61 for a description of the Conversion mechanics).

The Conversion formula contains a variable – the VWAP – which means that it is not possible to determine, at the date of this Information Memorandum, the number of Shares that will be issued on any Conversion.

Assuming Conversion of the Subordinated Notes on the date of this Information Memorandum at the VWAP of \$28.19³ (as at 30 November 2020), the Issuer's capital structure would be as follows:

| Capital structure | Share capital |
|---|-------------------------|
| Current VWAP | \$28.19 ³ |
| Nominal Amount | 500,000,000 |
| Shares on issue | 249,706,947 |
| Performance rights and share rights | 582,982 |
| Fully diluted Shares on issue | 250,289,929 |
| Maximum Shares issued upon Conversion | 17,915,945 ⁴ |
| Maximum fully diluted Shares on issue following Conversion | 268,205,874 |

The Issuer has received confirmation and waivers from ASX that:

³ The current VWAP was determined on 30 November 2020 based on a 20 Trading Day average. The actual VWAP on the date of any Conversion may be higher or lower than this amount.

⁴ In determining the number of Shares each Noteholder would receive on Conversion, fractions of Shares will be disregarded. In calculating this figure (i.e. the aggregate maximum number of Shares), the fraction on the aggregate number was disregarded, meaning that this figure is slightly higher than the actual number of Shares which would be issued assuming a VWAP of \$28.19. The calculation also assumed that accrued and deferred interest would be paid in cash.

- (a) the Conditions are appropriate and equitable for the purposes of Listing Rule 6.1;
- (b) the Subordinated Notes will not be classified as preference securities for the purposes of Listing Rules 6.4, 6.5, 6.6 and 6.7;
- (c) the conversion, redemption, or purchase at the election of the Issuer of the Subordinated Notes, as set out in their terms, is appropriate and equitable for the purposes of Listing Rule 6.12;
- (d) the Subordinated Notes will not be treated as options for the purposes of Listing Rules 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22 and 6.23;
- (e) the Issuer should count the maximum number of Shares into which the Subordinated Notes can convert in line with ASX Listing Rule 7.1B.1(e) for the purposes of ASX Listing Rule 7.1; and
- (f) Exception 9 in ASX Listing Rule 7.2 will apply to the issue of Shares on Conversion of the Subordinated Notes on the basis that the Subordinated Notes will have been issued in accordance with Listing Rule 7.1.

The Issuer also notes that investors should have regard to information about the Issuer and its securities that has been previously disclosed on ASX (see www.asx.com.au).

Rights and liabilities attaching to the Shares:

The Shares issued on Conversion will rank equally in all respects with other Shares on issue. The rights and liabilities attaching to the Shares are set out in the Issuer's constitution and are also regulated by the Corporations Act, the ASX Listing Rules and the general law, as may be modified from time to time.

The following is a broad summary of the rights which are currently attached to the Shares. It is not intended to be an exhaustive summary of the rights and obligations of Shareholders. Investors who wish to inspect the Issuer's constitution may do so in accordance with the instructions set out in the section titled "Compliance with regular reporting and continuous disclosure obligations" below.

General meetings

The rights of Shareholders to receive notice of and to attend and vote at all general meetings of the Issuer is largely governed by the Corporations Act.

The Issuer's constitution provides that quorum for general meetings is generally two members entitled to vote and be present at the meeting.

Voting rights

Subject to the Issuer's constitution and any rights or restrictions for the time being attached to any class or classes of shares, generally:

- at meetings of Shareholders or a class of Shareholders, each Shareholder entitled to attend and vote may:
 - attend and vote in person;
 - be represented and vote by proxy, by attorney or (where the Shareholder is a body corporate) by representative; or
 - if a determination has been made by the board of the Issuer in accordance with the Issuer's constitution, vote by direct vote;
- on a show of hands in respect of a resolution:
 - each Shareholder present in person or by proxy, by attorney or (where the Shareholder is a body corporate), by representative, has one vote; and
 - direct votes are not counted; and

- on a poll in respect of a resolution:
 - each Shareholder present in person or by proxy, by attorney or (where the Shareholder is a body corporate), by representative, has one vote for each fully paid Share they hold; and
- if a determination has been made by the board of the Issuer in accordance with the Issuer's constitution, Shareholders may vote by direct vote with one vote for each fully paid Share they hold.

Dividend rights

Subject to any special rights or restrictions attached to any Shares, the board of the Issuer may from time to time declare or determine that a dividend is payable in its sole discretion.

The board of the Issuer may fix the amount, the time for payment and the method of payment of a dividend in its sole discretion. The method of payment may include the payment of cash, the issue of securities, the grant of options and the transfer of assets, including securities in another corporation (or any combination of them). Holders of Shares are entitled to receive such dividends on Shares as may be determined by the board of the Issuer in its sole discretion.

Dividends must only be paid in accordance with applicable laws and the Issuer's constitution. Under the Corporations Act, as at the date of this Supplemental Information Memorandum, the Issuer is restricted from paying dividends unless:

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

There is no guarantee that any dividend will be declared, determined or paid.

Issue of further Issuer securities and cancellations

Subject to the Corporations Act, the ASX Listing Rules, the Issuer's constitution and any special rights conferred on any holders of securities in the Issuer, the board of the Issuer may determine to issue and cancel securities and grant options over unissued securities, on the terms it considers appropriate (including with preferred, deferred or other special rights, obligations or restrictions and without affecting any special rights conferred on the holders of any securities).

The Issuer may reduce or alter its share capital in any manner provided for in the Issuer's constitution or the Corporations Act.

Variation of rights

Unless otherwise provided by the terms of issue, the issue of any new Shares ranking equally with existing Shares is not a variation of the rights conferred on the holders of existing Shares.

Transfer of Shares

Generally, a transfer of any Shares may be effected by:

- a written transfer in the usual or common form or in any form the board of the Issuer may prescribe or in a particular case accept, properly stamped (if necessary) and delivered to the Issuer;
- a proper ASX Settlement transfer, which is in the form required or permitted by the Corporations Act or the ASX Settlement Operating Rules; or
- any other electronic system established or recognised by the ASX Listing Rules.

Rights on winding up

In a winding up of the Issuer, the liquidator may distribute in specie the whole or any part of the Issuer's property among the shareholders.

Compliance with regular reporting and continuous disclosure obligations:

The Issuer is a disclosing entity for the purposes of the Corporations Act and, as a result, is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules. The Issuer must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about the Issuer that a reasonable person would expect to have a material effect on the price or value of its listed securities, including the Shares.

Copies of documents lodged with ASIC in relation to the Issuer may be obtained from, or inspected at, an ASIC office. Copies of announcements made to the ASX by the Issuer may be viewed on the ASX website (www.asx.com.au).

Copies of the following documents are available at <https://www.ampol.com.au/about-ampol/investor-centre> and/or www.asx.com.au. The Issuer will, until the date of the Subscription Agreement, provide a copy of any of the following documents free of charge, to any person on request:

- a copy of its annual financial report for the financial year ended 31 December 2019 (the **Annual Financial Report**);
- the half-yearly report for the half-year period ended 30 June 2020; and
- a copy of any continuous disclosure notices given after the lodgement of the Annual Financial Report and before the date of this Information Memorandum.

The request made be made in person from, or by request made in writing to, the Issuer at:

| | |
|------------|--|
| Address: | Level 24, 2 Market Street, Sydney NSW 2000 |
| Attention: | Secretariat |
| Email: | secretariat@ampol.com.au |

Information excluded from continuous disclosure notice:

Subject to the below, the Issuer is not aware of any information that:

- has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- is information that investors and their professional advisers would reasonably require for the purposes of making an informed assessment of:

- (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Issuer; and
- (ii) the rights and liabilities attaching to the Shares.

Under the Corporations Act, this information only needs to be included to the extent which it is reasonable for investors and their professional advisers to expect to find the information in this Information Memorandum.

Directory

Registered office of the Issuer

Level 24
2 Market Street
Sydney NSW 2000
Australia

Structuring Adviser and Dealer

UBS AG, Australia Branch
Level 16, The Chifley Tower
2 Chifley Square
Sydney NSW 2000
Australia

Dealers

Citigroup Global Markets Australia Pty Limited
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Commonwealth Bank of Australia
Level 21, 201 Sussex Street
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National Australia Bank Limited
Level 25, 255 George Street
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Registrar and Issuing and Paying Agent

Austraclear Services Limited
20 Bridge Street
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