

Notice of Annual General Meeting

Notice is given that the Annual General Meeting (“**Meeting**”) of the shareholders of EVT Limited ACN 000 005 103 (the “**Company**”) will be held at Event Cinemas, 505-525 George Street, Sydney NSW 2000 and online at <https://meetnow.global/MLAJV4F> on Friday 24 October 2025 at 10:00am (Sydney time).

Shareholders and proxyholders who participate in the Meeting online will be able to watch the Meeting, cast their votes, and ask questions and make comments online (in writing or verbally) in real time.

Further details about how to participate online are set out in the Explanatory Notes that accompany and form part of this Notice of Meeting.

Financial Reports

1. To receive and consider the financial statements of the Company and its controlled entities (collectively the “**Group**”) and the reports of the directors and of the auditor for the year ended 30 June 2025.

Remuneration Report

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

2. That the remuneration report for the year ended 30 June 2025 be adopted.

Please note that the vote on this resolution is advisory only, and does not bind the Company or its directors.

Re-election of Director

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

3. That David Campbell Grant is re-elected as a director of the Company.

Award of Rights to the Chief Executive Officer

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

4. That approval is given for all purposes, including ASX Listing Rule 10.14, for the award of up to 200,000 Performance Rights as a long term incentive award to the Chief Executive Officer, Jane Megan Hastings, on the terms set out in the Explanatory Notes to the Notice of Meeting.

Approval of the Giving of Financial Assistance under section 260(B) of the Corporations Act

To consider and, if thought fit, pass the following resolution as a special resolution:

5. That for the purposes of section 260B(2) of the Corporations Act 2001 (Cth), approval is given for the financial assistance to be provided by Pro-invest Hotels Pty Limited ACN 165 242 268 and Pro-invest Hotels II Pty Limited ACN 618 773 407 in connection with the Acquisition on the terms set out in the Explanatory Notes to the Notice of Meeting.

Spill Resolution (Conditional Item)

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

6. That, subject to and conditional on at least 25 per cent of the votes validly cast on item 2 (Adoption of Remuneration Report) being cast against the adoption of the Company’s remuneration report for the year ended 30 June 2025:
 - (a) a general meeting of the Company (a “**Spill Meeting**”) be held within 90 days of the passing of this resolution;

- (b) all of the Non-executive Directors who were in office when the resolution to approve the Directors' Report for the year ended 30 June 2025 was passed and who remain in office at the time of the Spill Meeting, cease to hold office immediately before the end of the Spill Meeting; and
- (c) resolutions to appoint persons to offices that will be vacated immediately before the end of the Spill Meeting be put to the vote at the Spill Meeting.

Note: Item 6 will only be put to the Meeting if at least 25% of the votes validly cast on item 2 are against that resolution. If item 6 is put to the Meeting and you do not want a Spill Meeting to take place, you should vote 'against' item 6. If you want a Spill Meeting to take place, you should vote 'for' item 6.

VOTING EXCLUSION STATEMENT

For all resolutions that are directly or indirectly related to the remuneration of a member of the Key Management Personnel ("KMP") of the Group (being Items 2, 4 and 6 of this Notice of Meeting), the *Corporations Act 2001* (Cth) ("**Corporations Act**") restricts KMP and their closely related parties from voting in certain circumstances. "Closely related party" is defined in the Corporations Act and includes a spouse, dependant and certain other close family members, as well as any companies controlled by the KMP. In addition, a voting restriction applies to Item 4 under the ASX Listing Rules.

Items 2 and 6 (Remuneration Report and Spill Meeting)

The Company will disregard any votes cast on Items 2 and 6:

- by or on behalf of a member of the KMP named in the Company's remuneration report for the year ended 30 June 2025 or their closely related parties (regardless of the capacity in which the votes are cast); or
- as proxy by a person who is a member of the KMP on the date of the Meeting or their closely related parties,

unless the vote is cast as proxy for a person entitled to vote on Items 2 and 6:

- in accordance with a direction on the Proxy Form; or
- by the Chairman of the Meeting, in accordance with an express authorisation in the Proxy Form to vote as the proxy decides, even though the resolution is connected with the remuneration of the KMP.

Item 4 (Award of Rights to the Chief Executive Officer)

The Company will disregard any votes cast on Item 4:

- in favour of the resolution by or on behalf of Ms Hastings or any of her associates (regardless of the capacity in which the vote is cast); or
- as a proxy by a person who is a member of the KMP on the date of the Meeting or their closely related parties,

unless the vote is cast:

- as proxy or attorney for a person entitled to vote on the resolution in accordance with a direction given to the proxy or attorney to vote on the resolution in that way; or
- by the Chairman of the Meeting as proxy for a person entitled to vote on the resolution in accordance with an express authorisation in the Proxy Form to the Chairman of the Meeting to vote on the resolution as the Chairman of the Meeting decides, even though the resolution is connected with the remuneration of the KMP; or
- by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

By order of the Board:

DAVID STONE

Company Secretary

Sydney, 22 September 2025

Explanatory Notes

These Explanatory Notes form part of the Notice of Meeting and are intended to provide shareholders of the Company with information to assess the merits of the proposed resolutions.

The directors recommend that shareholders read these Explanatory Notes in full before making any decision in relation to the resolutions.

ITEM 1 – FINANCIAL REPORTS

The Corporations Act requires that the financial statements of the Company and its subsidiaries (the “Group”) and the reports of the directors and the auditor (collectively the “Financial Reports”) be laid before the Annual General Meeting. The Corporations Act does not require a vote of shareholders at the Meeting on such reports or statements.

The Annual Report is available on the Company’s website (www.evt.com).

Shareholders as a whole will be given a reasonable opportunity at the Meeting to ask questions and make comments in relation to the Financial Reports and the management of the Company. Shareholders as a whole will also be given a reasonable opportunity to ask the Company’s auditor, KPMG, questions relevant to the conduct of the audit, the preparation and content of the Independent Auditor’s Report, the accounting policies adopted by the Group in relation to the preparation of its financial statements, and the independence of the auditor in relation to the conduct of the audit.

ITEM 2 – REMUNERATION REPORT

The Company’s Remuneration Report for the year ended 30 June 2025 (the “FY25 Remuneration Report”) is set out on pages 35 to 47 of the 2025 Annual Report. It is also available on the Company’s website (www.evt.com). The remuneration report:

- explains the structure of, and rationale behind, the Group’s remuneration practices and the link between the remuneration of the Group’s KMP and the Group’s performance;
- sets out remuneration details for each director of the Company and for each member of the Group’s senior executive team who were KMP during the financial year; and
- makes clear that the basis for remunerating non-executive directors is distinct from the basis for remunerating executives, including the executive director.

Shareholders as a whole will be given a reasonable opportunity at the Meeting to ask questions and make comments in relation to the FY25 Remuneration Report.

First strike and the Company’s response

At the Company’s 2024 Annual General Meeting, at least 25 per cent of the votes cast on the resolution to adopt the remuneration report for the year ended 30 June 2024 (the “FY24 Remuneration Report”) were against adopting the report (that is, a first strike was received).

While this was disappointing, the Board has taken this feedback very seriously and has consulted broadly with shareholders and other stakeholders to understand the concerns that led to the first strike. The Chairman held discussions with a number of stakeholders prior to and following the 2024 Annual General Meeting and at other times throughout FY25, and in responding to the ‘first strike’, the Board has considered feedback from shareholders, shareholder representatives and proxy advisors. A summary of feedback and our response is set out in the table below:

Component of remuneration framework	Feedback	Comments
Fixed remuneration	Proxy advisors raised concerns regarding the quantum of CEO remuneration, when compared with other companies with a similar market capitalisation.	The Nomination and Remuneration Committee, on behalf of the Board, periodically conducts market benchmarking for the CEO role. Market benchmarking considers the market capitalisation of the Group and the size, diversity and complexity of the Group’s operations. This benchmarking analysis has previously supported, and continues to support, the quantum of CEO remuneration.

Component of remuneration framework	Feedback	Comments
STI	Shareholder and proxy advisors provided feedback in relation to the timing of recognition and disclosure of STI awards, with concerns regarding a one year “lag” between the performance year and the disclosure of STI outcomes.	<p>To address this feedback, the timing of the Board approval of STI awards has been adjusted to allow for the recognition and disclosure of STIs in the performance year. Previously, there was a one year “lag”, with STI awards recognised when approved and paid, which was subsequent to the finalisation of the financial statements.</p> <p>Further information regarding this adjustment and the STI outcomes for FY24 and FY25 are set out within the FY25 Remuneration Report, as both were expensed in FY25.</p>
LTI	Feedback was also received from shareholders and proxy advisors regarding the Group’s single LTI measure, which for awards in FY22, FY23, FY24 and FY25 have been or will be assessed on earnings per share (“EPS”) growth.	<p>Whilst EPS growth is a key measure of the Group’s financial performance, the Board acknowledges that assessing LTI awards on a single measure may not result in optimal outcomes for shareholders and executives.</p> <p>A comprehensive review of the Group’s LTI award has been completed, resulting in the introduction of additional targets for the LTI awards to be made in the year ending 30 June 2026. Further details of these targets have been set out in the Explanatory Notes to Item 4.</p>

In the event that at least 25% of shareholders cast their votes against the Remuneration Report at the Meeting, a resolution to spill the Board will be put to shareholders in Item 6. If the conditional resolution is put to the Meeting, the Board unanimously recommend that shareholders vote **against** the conditional resolution.

Board recommendation

The Board recommends that shareholders vote in favour of Item 2.

ITEM 3 – RE-ELECTION OF DIRECTOR

David Campbell Grant BComm, CA, GAICD, an independent non-executive director, retires by rotation in accordance with rule 8.1(d) of the Constitution and the ASX Listing Rules and will seek re-election at the Meeting.

A profile of Mr Grant is included on page 5 of the 2025 Annual Report and is also set out below.

Experience and directorships

Mr Grant has been a director of the Company since July 2013. Mr Grant is a company director and a Chartered Accountant with more than 30 years of accounting and finance experience spanning both the accounting profession and the commercial sector. Mr Grant’s executive career included roles with Goodman Fielder Limited and Iluka Resources Limited. Mr Grant is currently a director of Retail Food Group Ltd and was formerly a non-executive director of iiNet Limited and The Reject Shop Ltd.

Mr Grant has been a director of the Company for over 10 years. The Board considers that Mr Grant continues to demonstrate strong independence of mind, judgement and leadership on issues brought before the Board.

As part of its ongoing performance review process, the Board considered Mr Grant’s contribution to the Board and strongly supports the re-election of Mr Grant as a director of the Company.

Board recommendation

For the reasons summarised above, the Board (Mr Grant abstaining) recommends that shareholders vote in favour of Item 3.

ITEM 4 – AWARD OF PERFORMANCE RIGHTS TO THE CHIEF EXECUTIVE OFFICER

Shareholder approval is sought for the award of up to 200,000 performance rights to the Chief Executive Officer (“CEO”), Jane Hastings, under the Company’s long term incentive arrangements on the terms set out below.

Background and key terms of the Plan

The EVT Limited Executive Performance Rights Plan (the “Plan”) provides an incentive for executives to achieve above average performance over the medium to long term in the Group’s businesses, which will be reflected in higher Group earnings and growth rates. A summary of the material terms of the Plan has been attached at Annexure 1.

The Board believes that long term incentives form a key part of remuneration for executives and assist to align the interests of executives with the longer term interests of shareholders and has previously awarded long term incentives to certain senior executives on similar terms to those set out below. The Board considers that it is important that the remuneration of the CEO and members of the senior executive team, including any long term incentive, be on similar terms to ensure a co-ordinated and consistent approach.

Performance rights (“Rights”) are rights to receive shares in the Company in the future, subject to meeting performance hurdles specified by the Board. Any Rights that vest following the performance period will be exercisable by the CEO for a period of four years, at the end of which they expire. For each vested Right that is exercised, one ordinary share in the Company will be delivered to, or for the benefit of, the executive.

The Company uses Rights because they create share price alignment between executives and ordinary shareholders but do not provide the executives with the full benefits of share ownership (such as dividend and voting rights) unless and until the Rights vest.

The Rights have no voting or dividend entitlements. Any dealing in respect of a Right is prohibited, unless the Board determines otherwise or the dealing is required by law. However, vested Rights will have an entitlement to dividend equivalents paid in cash at the same time the Company pays any cash dividends or distributions for shareholders during the period commencing from the relevant vesting date until the vested Rights are exercised.

ASX Listing Rule 10.14 provides that a listed company must not issue securities to a director or an associate of a director of a listed company under an employee incentive scheme unless it obtains the approval of its shareholders. As Ms Hastings is a director of the Company, the proposed issue of Rights falls within ASX Listing Rule 10.14.1 and requires shareholder approval for the purposes of ASX Listing Rule 10.14.

Performance hurdles

The performance criteria to apply to the award of Rights are based on:

- (a) earnings per share (“EPS”) growth; and
- (b) relative Total Shareholder Return (“TSR”) performance.

The award is divided into equal portions with each portion being subject to one of these performance hurdles.

The extent to which the performance hurdle has been met will be assessed by the Board at the conclusion of the Performance Period. The Performance Period is from 1 July 2025 to 30 June 2028.

EPS hurdle

The performance hurdle for this tranche of the award of Rights will be based on the Company’s EPS growth over the Performance Period of the three years to 30 June 2028, with EPS performance measured against the year ended 30 June 2025.

The EPS hurdle requires that the Company’s EPS growth for the Performance Period must be greater than the target set by the Board. For the award of Rights with an EPS hurdle, the hurdle is as follows:

- (a) if annual compound EPS growth over the Performance Period is less than 5%, no Rights will vest;
- (b) if annual compound EPS growth over the Performance Period is equal to or greater than 5%, but less than 20%, the proportion of Rights vesting will be increased on a pro-rata basis between 50% and 100%; or
- (c) if annual compound EPS growth over the Performance Period is equal to or greater than 20%, all of the Rights awarded will vest.

TSR hurdle

The TSR hurdle requires that the Company’s relative TSR performance must be above the median of the Company’s comparator group. The comparator group is the companies in the S&P/ASX 200 (excluding mining and financial services companies) as at 1 July 2025. TSR is defined as share price growth and dividends paid and reinvested on the ex-dividend date (adjusted for rights, bonus issues and any capital reconstructions) measured from the beginning to the end of the Performance Period.

For the award of Rights with a TSR hurdle, the hurdle is as follows:

- (a) if the Company’s TSR ranking relative to the comparator group over the Performance Period is less than the 51st percentile, no Rights will vest;
- (b) if the Company’s TSR ranking relative to the comparator group over the Performance Period is equal to or exceeds the 51st percentile but is less than the 75th percentile, the proportion of Rights vesting will be increased on a pro-rata basis between 50% and 100%; or

- (c) if the Company's TSR ranking relative to the comparator group over the Performance Period is equal to or greater than the 75th percentile, all of the Rights awarded will vest.

The Board has discretion to vary the comparator group including to consider events that occur prior to vesting (for example, takeovers, mergers or de-mergers).

The Board retains the absolute discretion to vary the performance hurdles and criteria and to determine whether the performance criteria have been satisfied. Following the Board's assessment at the end of the Performance Period, any Rights that remain unvested will automatically lapse.

Proposed award of Rights to Ms Hastings

Only executives are eligible to participate in the Company's long term incentive arrangements, which include the Plan. Ms Hastings is currently the Company's only executive director and accordingly, Ms Hastings is the only director entitled to participate in the Plan.

It is proposed that Ms Hastings be awarded a total of up to 200,000 Rights. The award number of 200,000 Rights is the maximum number of Rights that may be issued to Ms Hastings, and does not necessarily represent the number that will be issued.

The actual number of Rights awarded to Ms Hastings will be calculated in accordance with the following formula:

$$\text{Formula:} \quad X = \frac{Y\% \text{ of Fixed Remuneration}}{P}$$

Where:

X =	total number of Rights awarded (up to the total maximum number of 200,000 Rights);
Y =	maximum long term incentive performance-based percentage, as approved annually at the Board's discretion. Ms Hastings' current maximum long term incentive performance-based percentage is 110%;
Fixed Remuneration =	cash or base salary, superannuation contributions and any salary sacrifice components. Ms Hastings' current Fixed Remuneration is \$1,831,000;
P =	the volume weighted average share price of the Company's shares over a 20 day trading period before the Meeting, as determined at the Board's discretion.

The face value of the Rights that may be awarded is 110% of Ms Hastings' fixed remuneration of \$1,831,000. The value attributed to the Rights is based on a volume weighted average share price of the Company's shares over a 20 day trading period before the Meeting, as determined at the Board's discretion.

Ms Hastings will not be required to pay any consideration on issue of the Rights or when they vest. There is no loan to Ms Hastings in connection with the Rights. Subject to the ASX Listing Rules, the Board may make such adjustments to Ms Hastings' Rights as the Board considers appropriate in order to minimise or eliminate any material advantage or disadvantage to Ms Hastings resulting from any corporate action such as a capital raising, capital reconstruction, consolidation, subdivision, reduction or return.

If approved by shareholders, the Board will determine the timing of the award and the number of Rights awarded (based on the formula above and up to the maximum number approved by shareholders) following recommendations by the Nomination and Remuneration Committee and subject to the Group's senior executive remuneration policy. In any case, the Company will issue the Rights no later than 12 months after the Meeting.

If the proposed award is not approved by shareholders, the Board will consider alternative arrangements to appropriately remunerate and incentivise Ms Hastings.

Cessation of employment

If Ms Hastings' employment is terminated for cause or due to her resignation, all of her unvested Rights will lapse, unless the Board determines otherwise. If Ms Hastings' employment is terminated for any other reason, the Rights will continue to be held by Ms Hastings' and will vest or lapse in accordance with the terms on which they were awarded, unless the Board determines otherwise.

Change of control

In addition, the Board has discretion to determine that some or all of the unvested Rights will vest if there is a takeover, court ordered or member-approved compromise or arrangement or a proposed winding up of the Company or other similar event as outlined in the Plan.

Malus and clawback

Where in the opinion of the Board, the CEO acts fraudulently or dishonestly or is in breach of her obligations to the Group, there is a material financial misstatement circumstance, or the Company is required by or entitled under law or Company policy to reclaim overpaid bonuses or payments from the CEO, or the Board otherwise considers that the CEO may receive an unfair or inappropriate benefit, the Board may determine a treatment such that the CEO does not obtain any inappropriate or unfair benefits (for example, this may include lapsing Rights, resetting, varying or adding to the vesting conditions, forfeiting shares receiving on vesting of the Rights or repayment of cash amounts received under the Plan).

Additional information provided in accordance with the ASX Listing Rules

The total number of Rights previously awarded to Ms Hastings under the Plan is 1,041,935. All of these Rights were awarded to Ms Hastings for no consideration as part of her remuneration. Of these, 175,471 Rights have vested, and 525,399 Rights have lapsed due to the relevant performance criteria not having been achieved. 341,065 Rights remain unvested at the date of this Notice of Meeting and will be subject to testing in respect of the relevant performance criteria following the respective Performance Periods.

In addition, 166,362 Rights have previously been awarded to Ms Hastings under the Recognition and Retention Incentive Award pursuant to the shareholder approvals obtained at the 2020 and 2021 Annual General Meetings. The Rights were awarded to Ms Hastings for no consideration as part of her remuneration.

Details of Ms Hastings' current total remuneration package are set out below:

Remuneration component	Amount
Fixed Remuneration	\$1,831,000
Short Term Incentive	Maximum of 115% of Fixed Remuneration
Long Term Incentive	Maximum of 110% of Fixed Remuneration

Further details of Ms Hastings' remuneration for the year ended 30 June 2025 are included within the FY25 Remuneration Report.

Details of any Rights issued under the Plan will be published in the Company's Annual Report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under ASX Listing Rule 10.14. Any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after this resolution is approved and who are not named in this Notice of Meeting will not participate until approval is obtained under that rule.

Board recommendation

Each of the non-executive directors of the Company recommends that shareholders vote in favour of Item 4.

ITEM 5 –APPROVAL OF THE GIVING OF FINANCIAL ASSISTANCE UNDER SECTION 260B(2) OF THE CORPORATIONS ACT

This resolution is proposed as a special resolution in order to enable the Company and its subsidiaries ("Group") to comply with the Group's existing debt financing arrangements by causing:

- (a) Pro-invest Hotels Pty Limited ACN 165 242 268; and
- (b) Pro-invest Hotels II Pty Limited ACN 618 773 407,

(together, the "New Guarantors") to become guarantors of the debt arising under the Group's financing arrangements alongside other existing Group entities. It is expected that the names of each New Guarantor will be changed following completion of the Acquisition (defined below).

The Group has entered into a Share Sale Agreement to acquire the New Guarantors (the “**Acquisition**”) which is expected to be completed later in the 2025 calendar year or early in the 2026 calendar year, subject to informal clearance from the Australian Competition & Consumer Commission and the satisfaction of certain procedural conditions precedent. The Company has previously made an ASX announcement concerning the Acquisition. As part of the Acquisition, the Group will also acquire two companies incorporated in New Zealand, Pro-invest Hotels NZ Limited and Pro-invest Hotels NZ II Limited (the “**New Zealand Target Companies**”). It is also expected that the names of each New Zealand Target Company will be changed following completion of the Acquisition.

The Group will use its debt financing arrangements to assist with the funding for the Acquisition. These debt financing arrangements are described in further detail below. Further details of the guarantee and other financial assistance proposed to be provided by the New Guarantors are also set out in more detail below.

If the New Guarantors become guarantors of the debt financing arrangements following completion of the Acquisition, the guarantee provided by these entities and the related transactions entered into by these entities in connection with such guarantee and financing arrangements may be regarded as constituting providing ‘financial assistance’ to the Group to acquire shares in themselves, or their respective holding company, for the purposes of the Corporations Act.

The Corporations Act requires this kind of financial assistance to be approved by:

- (a) a resolution agreed to by all ordinary shareholders of each of the New Guarantors (being the companies giving the financial assistance); and
- (b) a special resolution passed at a general meeting of the Company (being the listed ultimate holding company of the New Guarantors immediately after completion of the acquisition).

Accordingly, the shareholders of the Company are being asked to consider and, if thought fit, pass the financial assistance resolution proposed in item 5 of the ‘Notice of Annual General Meeting’ (the “**Financial Assistance Resolution**”). The shareholders of the Company are not required under the Corporations Act to approve any financial assistance that the New Zealand Target Companies will provide.

For the reasons set out below, the directors of the Company consider the Financial Assistance Resolution is in the best interests of the Company and unanimously recommend that shareholders vote in favour of the Financial Assistance Resolution.

Background to the requirement for the Financial Assistance Resolution

Section 260A(1) of the Corporations Act expressly allows a company to financially assist a person to acquire shares in the company or a holding company of the company if the assistance is approved by shareholders under section 260B of the Corporations Act. There are other exceptions under the Corporations Act which the Company is not seeking to rely on at this time.

The requirements for shareholder approval under section 260B of the Corporations Act are described in the section titled ‘Shareholder approval of financial assistance’ below.

Shareholder approval of financial assistance

- (a) Section 260B(1) of the Corporations Act provides that for a company to financially assist a person to acquire shares in itself or a holding company of the company, the financial assistance must be approved by its shareholders by:
 - a. a special resolution passed at a general meeting of the company, with no votes being cast in favour of the resolution by the person acquiring the shares or by their associates; or
 - b. a resolution agreed to, at a general meeting, by all ordinary shareholders.
- (b) In addition, if immediately after the acquisition, the company will be a subsidiary of a domestic corporation that is listed in Australia (“**Listed Holding Company**”) then the financial assistance must also be approved by a special resolution of the shareholders of the Listed Holding Company passed under section 260B(2) of the Corporations Act at a general meeting of the Listed Holding Company.

The Acquisition

Under the terms of the Share Sale Agreement described above, EVT Hotel Management Holdings Pty Limited ACN 687 050 522, a wholly-owned subsidiary of the Company, will acquire the entire issued share capital of the New Guarantors.

The Company is (and immediately after completion of the Acquisition will be) the Listed Holding Company of EVT Hotel Management Holdings Pty Limited. Accordingly, on completion of the Acquisition, the Company will become the Listed Holding Company for each of the New Guarantors.

Funding Arrangements

As part of the ongoing financing arrangements of the Group, a subsidiary of the Company (“**Borrower**”) has entered into the following facility agreements (each a “**Facility Agreement**”):

- (a) a revolving multi-currency loan facility for an amount of up to A\$212,500,000 repayable in full in May 2026 (unless that repayment date is extended by the Borrower and the relevant lender);
- (b) a revolving multi-currency loan facility for an amount of up to A\$125,000,000 repayable in full in May 2026 (unless that repayment date is extended by the Borrower and the relevant lender);
- (c) a revolving multi-currency loan facility for an amount of up to A\$212,500,000 repayable in full in May 2026 (unless that repayment date is extended by the Borrower and the relevant lender);
- (d) a revolving multi-currency loan facility for an amount of up to A\$100,000,000 repayable in full in May 2026 (unless that repayment date is extended by the Borrower and the relevant lender); and
- (e) a credit support facility for an amount of up to \$7,500,000 under which letters of credit and bank guarantees may be issued, with all such letters of credit and bank guarantees to be returned, replaced or subject to cash cover in May 2026 (unless that repayment date is extended by the Borrower and the relevant lender)

Each of the facilities under the Facility Agreements has been or may be drawn for the purpose of refinancing of any existing financial indebtedness of the Group, to fund the acquisition, construction and/or development of any of the properties or other assets of the Group and all related and ancillary costs and expenses, and for the general corporate purposes of the Group (including towards funding the Acquisition), or other purposes agreed to by the relevant lender. The credit support facility described above at paragraph (e) may also be used to support other business interests of any member of the Group in Australia or New Zealand.

The Group may enter into hedging arrangements from time to time with certain of the financial institutions acting as lenders under the Facility Agreements to hedge the interest rate exposure of the Group under the Facility Agreements and to hedge the foreign exchange risk of the Group (together, the **"Hedging Agreements"**).

The Facility Agreements and the Hedging Agreements benefit from guarantees and other provisions contained in:

- (a) a deed of common provisions dated 20 June 2007 (as amended from time to time) made by the Company and certain other members of the Group (collectively the **"Group Guarantors"**) (**"Deed of Common Provisions"**); and
- (b) a common security deed dated 26 July 2001 (as amended from time to time) made by the Company and the Group Guarantors (**"Common Security Deed"**).

The Deed of Common Provisions is given by the Group Guarantors in favour of the financiers under the Facility Agreements, the hedge providers under the Hedging Agreements, and any other person who is nominated as a 'Finance Party' under the Deed of Common Provisions from time to time in respect of any other loan or facility agreement or hedging agreement which may be provided to the Group from time to time.

The Deed of Common Provisions contains guarantees and indemnities given by the Group Guarantors in favour of the financiers under the Facility Agreements, the hedge providers under the Hedging Agreements and any other person who is nominated as a 'Finance Party' under the Deed of Common Provisions from time to time in respect of any other loan or facility agreement or hedging agreement which may be provided to the Group from time to time.

As is usual for financing arrangements of this kind, the terms of the Deed of Common Provisions require that (subject to certain conditions and exceptions) subsidiaries of the Company become party to the Deed of Common Provisions as 'Guarantors' and the Common Security Deed as 'Obligors' (the **"Guarantor Requirements"**). To satisfy the Guarantor Requirements, following completion of the Acquisition, the Company is required to cause the New Guarantors to accede to the Deed of Common Provisions as 'Guarantors' and to the Common Security Deed as 'Obligors'.

A failure by the Company to satisfy the Guarantor Requirements would (in the absence of a waiver by the finance parties) result in an event of default occurring under the Deed of Common Provisions, which could in return result in the finance parties under the different debt arrangements of the Group, including each of the Facility Agreements and Hedging Agreements described above, terminating their financing arrangements and requiring immediate repayment of amounts due to them under the Facility Agreements and early termination and close out of any hedges under the Hedging Agreements.

Certain members of the Group have also granted real property mortgages over their real property interests.

Financial Assistance

Accession to the Finance Documents

The Company therefore proposes that following completion of the Acquisition, pursuant to the terms of the Deed of Common Provisions, each of the New Guarantors accede to the Deed of Common Provisions and to the Common Security Deed as a 'Guarantor' and an 'Obligor pursuant to a guarantee assumption deed. Such guarantee assumption deed, together with the Facility Agreements, the Hedging Agreements, the Deed of Common Provisions, and the Common Security Deed, are collectively referred to as the **"Finance Documents"**).

By becoming 'Guarantors' for the purposes of the Deed of Common Provisions and 'Obligors' for the purposes of the Common Security Deed, the New Guarantors would (among other things) become liable as guarantors and obligors in respect of the Facility Agreements, the Hedging Agreements, and any other loan or facility agreement or hedging agreement that has the benefit of the Deed of Common Provisions and the Common Security Deed from time to time. In addition, the New Guarantors will become bound by the other provisions of the Deed of Common Provisions and the Common Security Deed, which include events of default, representations and warranties and undertakings usual for financings arrangements of this nature.

Other Support

The New Guarantors may, or may be required to, enter into other transactions in the future which benefit other Group members and may be regarded as financial assistance for the purposes of the Corporations Act. Such transactions could include:

- (a) subordinating intercompany claims;
- (b) transferring assets to, or assuming other liabilities of, the Company or other members of the Group;
- (c) making available directly or indirectly their cash flows (whether through dividends, capital distributions, intercompany loans or otherwise) or other resources in order to enable the Company and other members of the Group to comply with their payment and other obligations in respect of the Finance Documents and the Acquisition;
- (d) consenting or agreeing to amendments to the Finance Documents, including amendments that make their obligations more onerous;
- (e) providing additional support, which may include incurring additional obligations and/or providing additional guarantees, mortgages and/or charges or other security; and/or
- (f) providing other financial assistance in connection with the Acquisition including, without limitation, in connection with any refinancing of the debt arrangements of the Group.

Financial Assistance Resolution

Financial Assistance Approvals

The entry into the Finance Documents by each of the New Guarantors, the performance by each of the New Guarantors of its rights and obligations under the Finance Documents and the participation by the New Guarantors in the funding arrangements and other transactions, all as described above, constitutes the giving of financial assistance in connection with the Acquisition within the meaning of Part 2J.3 of the Corporations Act.

Pursuant to section 260B of the Corporations Act, it is proposed that the giving by the New Guarantors of the financial assistance be approved by:

- (a) the Financial Assistance Resolution pursuant to section 260B(2) of the Corporations Act; and
- (b) a resolution agreed to by all the ordinary shareholders of each of the New Guarantors pursuant to section 260B(1) of the Corporations Act ("**New Guarantors Financial Assistance Resolution**"). The approvals referred to in this paragraph (b) will be sought following completion of the Acquisition and once the Financial Assistance Resolution has been approved as required at the annual general meeting of the Company.

The Financial Assistance Resolution must be approved as a special resolution, that is, 75% or more of the votes cast by shareholders of the Company present and voting at the annual general meeting of the Company (either in person or by proxy, attorney or representative).

The New Guarantors Financial Assistance Resolution must be approved as a resolution agreed to, at a general meeting, by all ordinary shareholders of the New Guarantors (either in person or by proxy, attorney or representative).

Reasons for Giving Financial Assistance

The purpose for the giving of the financial assistance, as described above, is to enable the Company and other members of the Group that are 'Guarantors' for the purposes of the Deed of Common Provisions and 'Obligors' for the purposes of the Common Security Deed to continue to comply with their obligations under the Deed of Common Provisions and Common Security Deed and will enable the Group to continue to have access to funding and other financial accommodation under the Finance Documents, including the Facility Agreements.

Effect of Financial Assistance

As the Company and the other Group Guarantors are already liable for the amounts payable under the Finance Documents, the giving of the financial assistance described in these Explanatory Notes by the New Guarantors following completion of the Acquisition is unlikely to have any adverse effect on the Company.

The giving of the financial assistance described in these Explanatory Notes will affect the New Guarantors as each of the New Guarantors will have guaranteed all amounts payable under the Finance Documents pursuant to the Deed of Common Provisions. The operations of the New Guarantors will also be restricted by the representations and undertakings given by them under the Deed of Common Provisions and the Common Security Deed.

The directors of the Company do not currently believe that the Company, any of the other Group Guarantors or any of the New Guarantors are likely to default in their obligations under the Finance Documents.

Advantages of the Proposed Resolution

The advantage to the Company of the Financial Assistance Resolution is that the New Guarantors will be able to accede to the Finance Documents and so avoid an event of default occurring under the Deed of Common Provisions, which could in return result in the finance parties terminating and requiring immediate repayment of amounts due to them under the Finance Documents.

The advantages of the Financial Assistance Resolution to the New Guarantors include that the Company and the other Group Guarantors will be able to comply with their obligations under the Finance Documents. The directors of the Company believe that this is in the interests of the New Guarantors because the New Guarantors will benefit from the Group being able to have continued access to funding under the Facility Agreements and other financial accommodation in the bank markets in the future which may from time to time be nominated to take the benefit of the Deed of Common Provisions and the Common Security Deed.

In addition, as is usual for financing arrangements of this kind, the terms of the Deed of Common Provisions allow greater flexibility for provision of intragroup funding between members of the Group that are 'Obligors' and 'Guarantors' under the Deed of Common Provisions and Common Security Deed, including for the purposes of on-lending amounts borrowed under the facilities under the Facility Agreements. The New Guarantors will benefit from this flexibility from the time that they become 'Obligors' and 'Guarantors' as described above.

Disadvantages of the Proposed Resolution

As the Company and the other Group Guarantors are already liable for amounts payable under the Finance Documents, the directors of the Company do not believe there are any disadvantages to the Company of the Financial Assistance Resolution, except that, as noted above, the operations of the New Guarantors will be restricted by the representations and undertakings given by them under the Deed of Common Provisions and the Common Security Deed.

The disadvantages of the Financial Assistance Resolution for the New Guarantors include the following:

- (a) they will become liable for the amounts due under the Finance Documents;
- (b) their operations, and the operations of any future subsidiaries, will be restricted by the representations and undertakings given by them under the Deed of Common Provisions;
- (c) the finance parties nominated as 'Finance Parties' under the Deed of Common Provisions from time to time in respect of any other loan or facility agreement or hedging agreement which may be provided to the Group from time to time may make a demand under the guarantee and indemnity provided by the New Guarantors under the Deed of Common Provisions, requiring immediate payment of the amounts due under the Finance Documents.

A demand made under the guarantee and indemnity provided by the New Guarantors under the Deed of Common Provisions could ultimately result in the winding up of the New Guarantors if they were unable to pay the amounts due.

This could result in a return to the Company (and ultimately its shareholders) that is significantly lower than could have been achieved by the Company had the relevant of the New Guarantors continued trading.

Prior Notice to the Australian Securities & Investments Commission

As required by section 260B(5) of the Corporations Act, copies of the notice of annual general meeting of the Company and these Explanatory Notes as sent to the shareholders were lodged with the Australian Securities & Investments Commission prior to being sent to the shareholders of the Company.

Disclosure

The directors of the Company consider that these Explanatory Notes contains all information known to the Company that would be material to the shareholders of the Company in deciding how to vote on the Financial Assistance Resolution other than information which it would be unreasonable to require the Company to include because it has been previously disclosed to the shareholders of the Company.

Board recommendation

The Board recommends that shareholders vote in favour of Item 5.

ITEM 6 – SPILL RESOLUTION – CONDITIONAL ITEM

The Corporation Act includes a 'two-strike' rule in relation to remuneration reports. The two-strike rule provides that if at least 25 per cent of the votes cast on the resolution to adopt the remuneration report at two consecutive Annual General Meetings are against adopting the remuneration report, shareholders will have the opportunity to vote at the second Annual General Meeting on whether another general meeting known as a 'Spill Meeting' should be convened (the "spill resolution").

At the Company's 2024 Annual General Meeting, at least 25 per cent of the votes cast on the resolution to adopt the FY24 Remuneration Report were against adopting the report (that is, a first strike was received). If more than 75 per cent of the votes cast on item 2 are in favour of adopting the FY25 Remuneration Report at the Meeting, then there will be no second strike and the spill resolution will not be put to the meeting.

Accordingly, if at least 25 per cent of the votes cast on item 2 at the Meeting are against adopting the FY25 Remuneration Report, this will constitute a second strike and this spill resolution will be put to the Meeting and voted on as required by section 250V of the Corporations Act.

If the spill resolution is put to the Meeting, it will be considered as an ordinary resolution, which means that, to be passed, the resolution requires the approval of at least 50 per cent of the votes cast by or on behalf of shareholders entitled to vote on the resolution. If the spill resolution is passed, a further general meeting (**Spill Meeting**) must be held within 90 days after the Meeting. Immediately before the end of the Spill Meeting, each of Alan Rydge, Brett Chenoweth, Peter Coates, Valerie Davies, David Grant and Jenelle Webster, being the current Directors (other than the Chief Executive Officer) who were in office when the Board approved the last Directors' Report (the **Relevant Directors**), will cease to hold office.

The Spill Meeting would consider the election or re-election of Directors, and each of the Relevant Directors would be eligible to seek re-election.

The FY25 Remuneration Report includes the Company's response to the first strike and the adjustments made to the Group's remuneration arrangements based on feedback received from shareholders and other stakeholders.

Board recommendation

The Board recommends that shareholders vote against Item 6.

PARTICIPATING VIA THE ONLINE PLATFORM

Shareholders and proxyholders may participate in the Meeting online at <https://meetnow.global/MLAJV4F>. Shareholders and proxyholders may view the Meeting, vote and ask questions and make comments (in writing or verbally) in real time using the online platform. To use the online platform you will require a computer, tablet or mobile device with an internet connection.

It is recommended that shareholders and proxyholders login to the online platform at least 15 minutes prior to the scheduled start time for the Meeting.

More information about online participation in the Meeting is available in the Online Guide at: www.computershare.com.au/virtualmeetingguide.

TECHNICAL DIFFICULTIES

Technical difficulties may arise during the course of the Meeting. The Chairman of the Meeting has discretion as to whether and how the Meeting should proceed in the event that a technical difficulty arises. In exercising their discretion, the Chairman of the Meeting will have regard to the number of shareholders impacted and the extent to which participation in the business of the Meeting is affected. Where they consider it appropriate, the Chairman of the Meeting may continue to hold the Meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

For this reason, even if you plan to participate in the Meeting online, we encourage you to submit a directed proxy vote so that your vote will be counted if for any reason you cannot vote on the day.

ALTERNATIVE ARRANGEMENTS

If it becomes necessary or appropriate to make alternative arrangements for the holding, or conduct, of the Meeting (including changing the venue or implementing capacity limits) we will announce this on the Company's website at www.evt.com/investors and the ASX market announcements platform.

VOTING ENTITLEMENTS

Directors have determined that the shareholding of each shareholder for the purposes of ascertaining the voting entitlements for the Meeting will be as it appears in the Share Register at **7pm (Sydney time) on Wednesday 22 October 2025**. Accordingly, share transfers registered after that time will be disregarded in determining entitlement to vote at the Meeting.

MEETING PROCEDURES, PROXIES AND CORPORATE REPRESENTATIVES

- All resolutions will be decided on a poll. On a poll, shareholders have one vote for every fully paid ordinary share held.
- A shareholder has the right to appoint a proxy, who need not be a shareholder of the Company.
- A proxy may be an individual or body corporate. If a shareholder appoints a body corporate as a proxy, that body corporate will need to ensure that it:
 - appoints an individual as its corporate representative to exercise its powers at the Meeting, in accordance with section 250D of the Corporations Act; and
 - provides satisfactory evidence of the appointment of its corporate representative.
- If such evidence is not received prior to the Meeting, the body corporate (through its representative) will not be permitted to act as a proxy.
- A body corporate representative must present satisfactory evidence of their appointment prior to the Meeting, unless previously lodged with the share registry of the Company.
- If a shareholder is entitled to cast two or more votes, they may appoint not more than two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If no proportion or number is specified, each proxy may exercise half of the shareholder's votes. If it is desired to appoint two proxies, then shareholders should follow the instructions specified on the Proxy Form.
- If a shareholder appoints more than one proxy, both proxies may only exercise votes on a poll in respect of the shares or voting rights that they represent.
- If you have appointed a proxy prior to the Meeting but subsequently attend the Meeting and vote on a resolution, then your previous proxy instruction for that resolution will be suspended and your vote will take precedence.
- A shareholder may appoint the Chairman of the Meeting as their proxy by nominating them in the Proxy Form. If a shareholder submits their Proxy Form but does not nominate the identity of their proxy, the Chairman of the Meeting will automatically be appointed as their proxy. If a shareholder submits their Proxy Form but their nominated proxy does not attend the Meeting, then their proxy will revert to the Chairman of the Meeting. If a shareholder's nominated proxy is either not recorded as attending the Meeting or does not vote on a resolution on a poll in accordance with the shareholder's directions, the Chairman of the Meeting is taken, before voting on the resolution closes, to have been appointed as the shareholder's proxy for the purposes of voting on the resolution.

PROXY VOTING BY KEY MANAGEMENT PERSONNEL ("KMP")

If a shareholder appoints a KMP (which includes each of the directors) or one of their closely related parties as their proxy, the proxy will not be able to cast the shareholder's votes on Items 2, 4 and 6, unless the shareholder directs them how to vote or the Chairman of the Meeting is the shareholder's proxy. If a shareholder appoints the Chairman of the Meeting as their proxy or the Chairman of the Meeting is appointed as the shareholder's proxy by default, but the shareholder does not mark a voting box for on Items 2, 4 and 6 on the Proxy Form, then by completing and submitting the Proxy Form the shareholder will be expressly authorising the Chairman of the Meeting to exercise the proxy as they see fit even though the relevant Item is connected with the remuneration of the KMP.

The Chairman of the Meeting intends to vote all available proxies **in favour** of items 1,2,3, 4 and 5. If Item 6 is put to the Meeting, the Chairman of the Meeting intends to vote all available proxies **against** item 6.

SUBMITTING PROXY FORMS

The Proxy Form can be submitted to the share registry of the Company, Computershare Investor Services Pty Limited:

- by **mail** to Computershare Investor Services Pty Limited GPO Box 242, Melbourne, Victoria 3001 Australia;
- by **fax** to 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
- **online** at www.investorvote.com.au; or
- **online** at www.intermediaryonline.com (for Intermediary Online subscribers only).

In order to be effective, Proxy Forms must be received no later than 48 hours before the commencement of the Meeting, that is **no later than 10am (Sydney time) on Wednesday 22 October 2025**. If the appointment of a proxy is signed by the appointor's attorney, the original authority under which the appointment was signed or a certified copy of the authority must also accompany the Proxy Form (unless this has previously been provided to the share registry).

QUESTIONS AND COMMENTS BY SHAREHOLDERS AT THE MEETING

In accordance with the Corporations Act, shareholders as a whole will be given a reasonable opportunity at the Meeting to ask questions about or to make comments on the management of the Company or the Group and the items of business set out in the Notice of Meeting.

Similarly, a reasonable opportunity will be given to shareholders as a whole to ask the Group's external auditor, KPMG, questions relevant to:

- the conduct of the audit;
- the preparation and content of the Independent Auditor's Report;
- the accounting policies adopted by the Company and Group in relation to the preparation of its financial statements; and
- the independence of the auditor in relation to the conduct of the audit.

Shareholders and proxyholders may view the Meeting, vote and ask questions and make comments (in writing or verbally) in real-time using the online platform.

QUESTIONS AND COMMENTS BY SHAREHOLDERS SUBMITTED PRIOR TO THE MEETING

Shareholders and proxyholders may submit questions to the Company in advance of the Meeting by submitting an online question at www.investorvote.com.au or by mail to the Company Secretary, GPO Box 1609, Sydney NSW 2001. Written questions must be received no later than **5:00pm (Sydney time) on Friday 17 October 2025**. The Chairman of the Meeting will endeavour to address as many of the more frequently raised relevant questions as possible during the course of the Meeting. However, there may not be sufficient time available at the Meeting to address all of the questions raised. Please note that individual responses will not be sent to shareholders.

Shareholders and proxyholders may also submit written questions to KPMG in advance of the Meeting at www.investorvote.com.au or by mail to the Company Secretary, GPO Box 1609, Sydney NSW 2001. Written questions for KPMG must be relevant to the content of the KPMG Independent Auditor's Report or the conduct of its audit of the Company or the Group's financial statements for the year ended 30 June 2025, and must be received no later than **5:00pm (Sydney time) on Friday 17 October 2025**.

ANNEXURE 1 - SUMMARY OF MATERIAL TERMS OF THE PERFORMANCE RIGHTS PLAN

The information below has been provided in accordance with ASX Listing Rule 10.15.9.

1. **Award:** The Board may from time to time, and in its absolute discretion, award Rights to executives in accordance with the terms and conditions of the Plan and any additional terms determined by the Board and any applicable law. Rights generally will not vest with the executives unless and until the performance criteria specified by the Board at the time of the award of the Rights are satisfied.
2. **Entitlements:** The Rights will have no voting or dividend entitlements. The executive may not sell, assign, transfer or otherwise deal with or grant a security interest over Rights. Rights lapse immediately on any purported sale, assignment, transfer, dealing or grant of security interest unless the Board in its absolute discretion approves the dealing or transfer.
3. **Performance and Vesting Criteria:** The Board will stipulate in an award of Rights to the executive the performance criteria (or the “performance hurdles”) and other vesting conditions that must be satisfied before the Rights vest with the executive. The performance hurdles that the Board has determined will apply to the award of Rights in the year ending 30 June 2026 have been set out in the explanatory notes to Item 4.
4. **Satisfaction of Performance Criteria:** The Board must be satisfied in its absolute discretion that the performance criteria have been satisfied. Once the Board determines that the performance criteria have been satisfied, the Rights will vest with the executive and one ordinary share in the Company will be delivered to or for the benefit of the executive for each Right which has vested. The Company has discretion whether to arrange for shares to be delivered by way of a transfer (on or off market) or by way of a new issue of shares. Shares issued under the Plan will rank equally with those traded on the ASX at the time of issue.
5. **Reconstructions, bonus issues, rights issues and other corporate actions:** If there is a reconstruction (including a consolidation, subdivision, reduction or return) of the issued capital of the Company, a bonus issue or rights issue or other corporate action, then, subject to the ASX Listing Rules and at the Board’s discretion, the Rights may be adjusted or additional Rights may be granted to ensure that no material advantage or disadvantage accrues to the executive as a result of such corporate actions.
6. **Disposal Restrictions:** Any dealing in respect of a Right is prohibited, unless the Board determines otherwise or the dealing is required by law. In the award terms, the Board may impose disposal restrictions on shares delivered to the executive in satisfaction of Rights which have vested. Such a disposal restriction may be enforced using either the Company’s Share Plan Trust or a holding lock administered by the Company’s share registry or in some other way. To the extent that disposal restrictions are imposed after Rights have vested, the executive will not be permitted to dispose of or otherwise deal with their shares but will be entitled to receive dividends and other shareholder entitlements.
7. **Lapse and Forfeiture:** Unless and until the Rights vest with the executive on satisfaction of the performance and vesting criteria, the Rights will be subject to certain forfeiture conditions. In addition, the Plan contains forfeiture, malus and “clawback” provisions that the Board may apply to ensure no inappropriate or unfair benefit is obtained. These will apply in circumstances that include where, in the opinion of the Board, an executive acts fraudulently or dishonestly or has breached their obligations to the Group, there is a material financial misstatement circumstance or the Company is required by or entitled under law or Company policy to reclaim an overpaid bonus or other amount from the participant, or the Board considers that the executive may otherwise receive an unfair or inappropriate benefit.
8. **Cessation of employment:** Where an executive is terminated for cause their unvested Rights will lapse, unless the Board determines otherwise. If an executive ceases employment in any other circumstances, then, subject to the Board’s discretion, their unvested Rights will remain on foot subject to the original terms. The Board may determine a different treatment prior to or within 60 days of the executive ceasing to be an employee.
9. **Consideration:** An executive will not be required to make any payment for any Rights awarded or if their Rights vest.
10. **Takeover, scheme of arrangement and winding up:** In certain circumstances including a takeover bid, court ordered or member-approved compromise or arrangement or a proposed winding up of the Company, the Board may determine that some or all of a participant’s unvested Rights vest having regard to all relevant circumstances.

11. **Termination:** The Plan may be terminated or suspended at any time by a resolution of the Board.
12. **Amendment:** Subject to the ASX Listing Rules, the Plan or terms of Rights may be amended by resolution of the Board. Without the consent of the participant, no amendment may be made which reduces the rights of executives in respect of Rights already awarded under the Plan, except where the amendment is to:
 - (a) comply with or conform to relevant present or future State, Territory or Commonwealth legislation;
 - (b) correct a manifest error or mistake; or
 - (c) enable the Company to comply with the Corporations Act, the ASX Listing Rules or any other applicable law.

The Board may waive, amend or replace any performance condition if the Board determines that the original condition is no longer appropriate or applicable, provided that the interests of the relevant participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

The Plan allows for rules to be adopted that provide for the grant of awards on additional or modified terms in relation to executives in overseas jurisdictions to take account of local securities, exchange control or taxation laws or regulations or other applicable factors.



EVT Limited
ABN 51 000 005 103

EVT

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Need assistance?



Phone:
1300 855 080 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AEDT) on Wednesday, 22 October 2025.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

Voting restrictions for Key Management Personnel (KMP): Please note that if you appoint a member of the KMP (which includes each of the directors) or one of their closely related parties as your proxy, they will not be able to cast your votes on Items 2, 4 or 6, unless you direct them how to vote or the Chairman of the Meeting is your proxy. If you appoint the Chairman of the Meeting as your proxy or the Chairman of the Meeting is appointed as your proxy by default, but you do not mark a voting box for Items 2, 4 or 6, then by completing and submitting the proxy form, you will be expressly authorising the Chairman of the Meeting to exercise your proxy in respect of the relevant Item, even though the Item is connected with the remuneration of the KMP.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

If you have appointed a proxy prior to the Meeting but subsequently attend the Meeting and vote on a resolution, then your previous proxy instruction for that resolution will be suspended and your vote will take precedence.

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 999999
SRN/HIN: I9999999999
PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

■ **Proxy Form**

Please mark ☒ to indicate your directions

Step 1 **Appoint a Proxy to Vote on Your Behalf**

XX

I/We being a member/s of EVT Limited hereby appoint

☐ the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of EVT Limited to be held at Event Cinemas, 505-525 George Street, Sydney, NSW 2000 and as a virtual meeting on Friday, 24 October 2025 at 10:00am (AEDT) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on the Resolutions on Items 2, 4 and 6 (except where I/we have indicated a different voting intention in step 2) even though the Resolutions on Items 2, 4 and 6 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

The Chairman of the Meeting intends to vote undirected proxies in favour of each Item of business with the exception of Resolution 6 where the Chairman of the Meeting intends to vote against.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on the Resolutions on Items 2, 4 and 6 by marking the appropriate box in step 2.

Step 2 **Items of Business**

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

1. Resolutions supported by the Board		For	Against	Abstain
Item 2	Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 3	Re-election of Director David Campbell Grant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 4	Award of Rights to the Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 5	Special Resolution to Approve the Giving of Financial Assistance under section 260(B) of the Corporations Act	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Resolutions not supported by the Board				
Item 6	Spill Resolution (Conditional Item)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business with the exception of Resolution 6 where the Chairman of the Meeting intends to vote against. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 **Signature of Securityholder(s)** *This section must be completed.*

Individual or Securityholder 1	Securityholder 2	Securityholder 3	/ /
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Sole Director & Sole Company Secretary	Director	Director/Company Secretary	Date
Update your communication details (Optional)			
Mobile Number	Email Address	By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically	
<input type="text"/>	<input type="text"/>		

