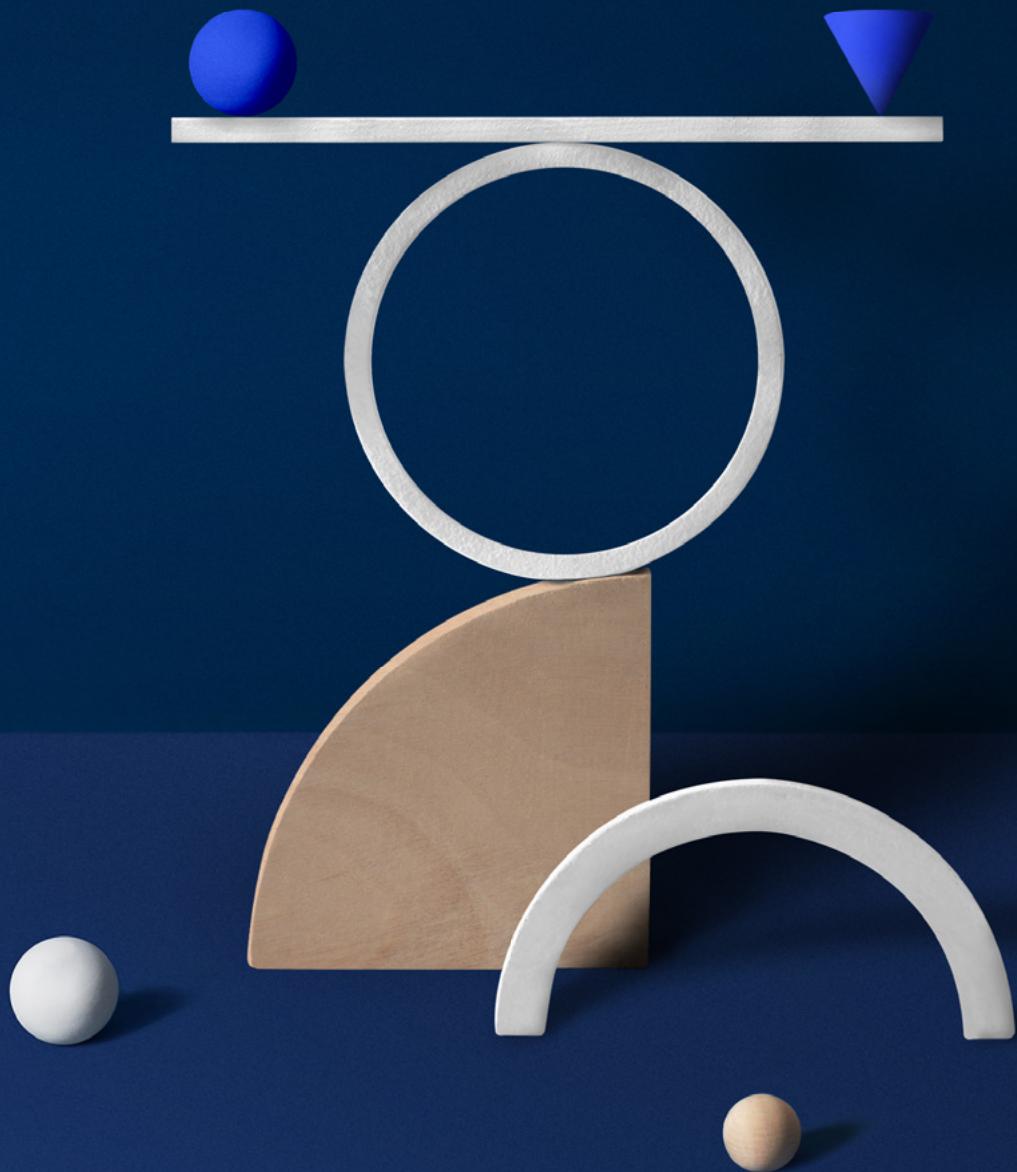


ECP

ECP Emerging Growth Limited



**Offer of unsecured
convertible notes
to raise up to
\$12.5 million**

ECP Emerging Growth Ltd
ACN 167 389 821

Legal Advisor
McCullough Robertson

Lead Manager
Taylor Collison Limited

Important Information

ECP Notes offered under this Prospectus may not be suitable for some investors. Their overall complexity may make them difficult to understand and the risks associated with the ECP Notes could result in the loss of all your investment. If you do not fully understand how they work or the risks associated with them, you should obtain professional advice.

ECP EMERGING GROWTH LIMITED

Unsecured Convertible Notes Offer

Issuer	ECP Emerging Growth Limited (ECP)
Security Name	ECP Emerging Growth Unsecured Convertible Note
Security Price	\$1.43
Size	Up to \$12.5 Million
Interest Rate	(a) From the Issue Date until the First Step-Up Date: Fixed at 5.5% per annum paid quarterly; and (b) From First Step-Up Date 6.5% per annum. First Step-Up Date: 11 April 2025 Step-Up will only occur if the 2-year Bank Bill Swap Rate (or its successor) as set on the First Step-Up Date, is above 2.5859%. If Step-Up does not occur, the Interest Rate will remain fixed at 5.5%.
Maturity Date	11 April 2027
Conversion Period	The Conversion Period commences on the second anniversary of the Initial Issue Date of the Securities and ends 10 Business Days prior to the Maturity Date.
Conversion Price	\$1.43, subject to adjustment for certain dilutionary and other capital transactions by ECP.
Priority Offer	Any person who has a registered address in Australia and who, as at the Priority Offer Record Date, was a shareholder in ECP or any other party as determined by ECP in its discretion.

IMPORTANT NOTICE

This Prospectus is an important document and requires your immediate attention. It should be read in its entirety. Your investment decision regarding the Offer should be based upon the information contained in this Prospectus, the information disclosed by the Company to the ASX in compliance with its continuous disclosure obligations, and any advice which you determine is necessary or appropriate to inform your decision regarding the Offer. If you do not understand any part of this Prospectus, you should consult your accountant, tax adviser, stockbroker, solicitor or other professional adviser.

Please refer to the instructions in section 8 of this Prospectus regarding your application under the Offer.

General

This Prospectus is issued by ECP Emerging Growth Limited (ACN 167 689 821) (**ECP, ECP Emerging Growth, Company or Issuer**) in connection with the issue of redeemable, unsecured, unsubordinated, convertible notes (**ECP Notes**).

This Prospectus is dated 4 March 2022. A copy of this Prospectus was lodged with ASIC on that date. Neither ASIC nor ASX takes any responsibility for the contents of this Prospectus or the merits of any investment under this Prospectus. No ECP Notes will be issued on the basis of this Prospectus after the expiry date. This Prospectus expires on 4 April 2023.

No person may give any information or make a representation about the Offer, which is not in this Prospectus. Information or representations not in this Prospectus must not be relied on as authorised by the Company, or any other person, in connection with the Offer.

This Prospectus provides information for investors to decide if they wish to invest in ECP Emerging Growth. Read this document in its entirety. Examine the assumptions underlying the risk factors that could affect the financial performance of ECP Emerging Growth. Consider these factors carefully in light of your personal financial circumstances. Seek professional advice from your accountant, stockbroker, lawyer or other professional adviser before deciding whether to invest. The Offer does not take into account the investment objectives, financial situation or needs of particular investors.

Table of contents

Letter from the Chairman	2
Key dates	7
1 Investment overview	8
2 ECP Emerging Growth – the business	19
3 Financial Information and effect of the Offer	21
4 Risk factors	23
5 Australian taxation implications	26
6 Material agreements	28
7 Additional information	32
8 How to apply	37
9 Note terms	39
10 Authorisation	61
11 Glossary	62
Corporate Directory	66

Letter from the Chairman

4 March 2022

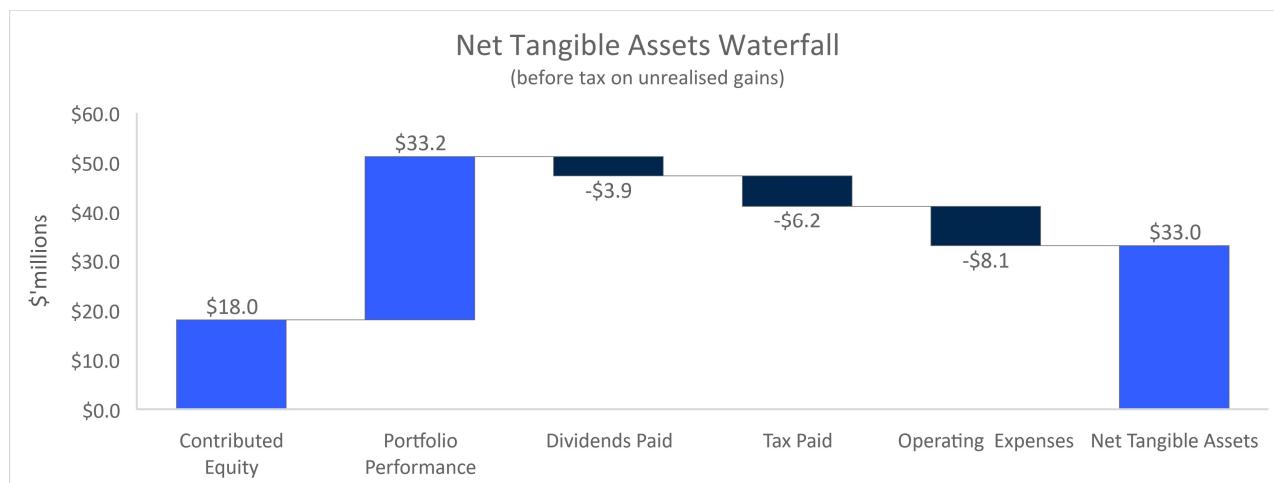
I am pleased to invite you to participate in ECP Emerging Growth Limited's (**ECP**) convertible note offer. The listed, redeemable, unsecured convertible notes (**ECP Notes**) are an invitation for new investors to take an interest in our business and to provide existing Shareholders with a further avenue to benefit from their ownership in our Company. The Offer is subject to Shareholder Approval which will be sought at an extraordinary general meeting of the Company and a notice of meeting will be sent to Shareholders shortly.

This Prospectus contains further details of the Offer, the terms of the ECP Notes and a description of the risks associated with an investment in the ECP Notes and ECP in general. I encourage you to read the entire Prospectus carefully and consider the risks before deciding whether to participate in the Offer.



ECP – Background

Listed in August 2014, ECP has continued to grow each year due to the investment performance delivered by the Investment Manager. Since the expiry of the options issued upon listing, the Company has not conducted any additional capital raising. However, as shown below, the Company's net assets have grown after paying operating expenses, taxes and half-yearly dividends to Shareholders due to the investment performance.



Despite the performance track record, the relative size of ECP compared to other LIC's remains a hurdle to acceptance by some research houses and advisors and therefore it is essential that the Company continues to investigate avenues of growth. Given the persistent share price discount to Net Tangible Assets (NTA) any capital raising at a discount to the share price would be dilutive to our existing shareholders, a scenario that the Board considers unacceptable.

Benefits to Shareholders

The Board are incredibly grateful for our loyal and engaged Shareholders and will seek opportunities to reward our Shareholder base. The ECP Notes will provide an immediate injection of capital which will be utilised by the Investment Manager in accordance with the Company's existing investment mandate. Based on the since inception portfolio performance there should be respectable uplift in NTA over the period after payment of note interest. An uplift in NTA generally culminates in an uplift in ECP's share price and typically allows for increased dividends over time.

Benefits to Investors

The ECP Notes are a product that could form a defensive component of an investment portfolio. Currently the returns on cash are negligible and therefore many investors are looking for fixed income alternatives. The ECP Notes will provide a return of 5.5% per annum with liquidity subject to market pricing should you wish to exit early. Additionally, the note holder has the conversion option that provides an opportunity to capitalise on any share price appreciation after the second anniversary date and 10 days before the 5-year maturity date. Shares in ECP have been tightly held by a loyal Shareholder base, the ECP Notes provide an opportunity for a fixed price entry to the Company's diversified portfolio.

ECP currently does not have any other debt and makes a commitment not to extend indebtedness beyond the \$12.5 million raising. This provides investors with relatively low-risk access to a 5.5% return with additional upsides.

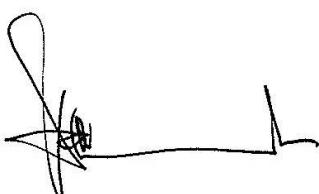
The Board fully support the ECP Notes offer and, subject to Shareholder approval being obtained in respect of such, intend to participate on the following basis:

	Value \$	Number of Notes
Murray d'Almeida	\$5,000	3,497
David Crombie	\$250,000	174,826
Jared Pohl	\$100,000	69,931
Scott Barrett	\$50,000	34,966

We encourage interested parties to consider the Target Market Determination available from our website www.ecpam.com/emerging/notes-offer/. If you are unsure whether the ECP Notes are a suitable investment for you, you should consult your stockbroker, accountant or other professional adviser.

I look forward to welcoming new Investors to our Company and providing existing Shareholders another avenue to enjoy the performance of ECP. On behalf of the Board, I encourage you to consider this investment opportunity and thank you for your ongoing support.

Yours faithfully



Mr Murray d'Almeida
Chairman
ECP EMERGING GROWTH LIMITED

OTHER IMPORTANT NOTICES

Transaction specific prospectus

This Prospectus is a transaction specific prospectus for an offer of ECP Notes and has been prepared in accordance with section 713 of the *Corporations Act 2001* (Cth) as modified by ASIC Corporations (Offers of Convertibles) Instrument 2016/83.

As such it does not contain the same level of disclosure as an initial public offering prospectus or a prospectus prepared in accordance with section 710 of the Corporations Act.

This Prospectus is therefore intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX. In providing information in this Prospectus, regard has been had to the fact that ECP is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

Intermediary authorisation

The Company does not hold an Australian Financial Services Licence (**AFSL**) under the Corporations Act necessary to carry out the Offer under this Prospectus. Accordingly, the Offer will be made under an arrangement between the Company and Taylor Collison Limited as holder of an AFSL under section 911A(2)(b) of the Corporations Act, to act as Authorised Intermediary. The Company has authorised the Authorised Intermediary to invite people to apply for and to arrange for the issue of the ECP Notes under the Offer and the Company will only issue the ECP Notes in accordance with those offers and no others.

The Lead Manager will manage the Offer on behalf of the Company.

The Lead Manager and the Authorised Intermediary's functions must not be considered as an endorsement of the Offer, nor a recommendation of the suitability of the Offer for any investor. The Lead Manager does not guarantee the success or performance of the Company or the returns (if any) to be received by an investor. Neither the Lead Manager nor any other Licensee is responsible for, or has caused the issue of, this Prospectus.

Electronic prospectus

This Prospectus is available electronically at www.ecpam.com/emerging/notes-offer/.

The Corporations Act prohibits any person passing onto another person an Application Form for the Offer unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered electronic version of this Prospectus. A paper copy of this Prospectus will be made available free of charge by contacting the Company.

Exposure period

The Corporations Act prohibits the acceptance by ECP of applications for ECP Notes in respect of the Offer during the seven day period after the date this Prospectus was lodged with ASIC. This period is referred to as the 'Exposure Period' and ASIC may extend this period by a further seven days (that is up to 14 days in total).

The purpose of the Exposure Period is to enable materials in the Prospectus, which relate to the Offer, to be examined by ASIC and market participants before the Offer may be accepted by investors. No applications will be processed until after the end of the Exposure Period.

No representation other than in this prospectus

You should rely only on information in this Prospectus. No person is authorised to provide any information or to make any representations in connection with the Offer which are not contained in this Prospectus. Any information or representations not contained or incorporated by reference in this Prospectus may not be relied upon as having been authorised by ECP in connection with the Offer.

Restrictions in foreign jurisdictions

This Prospectus does not constitute an offer or invitation to apply for ECP Notes in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

No action has been taken to register or qualify the ECP Notes or the Offer, or to otherwise permit a public offering of the ECP Notes, in any jurisdiction outside Australia. The distribution of this Prospectus outside Australia (including electronically) may be restricted by law and persons who come into possession of this Prospectus outside Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

Any person who has a registered address in a country outside of Australia and who receives this Prospectus outside Australia may only apply for ECP Notes if that person is able to reasonably demonstrate to the satisfaction of ECP that they may participate in the Offer relying on a relevant exception from, or are otherwise not subject to, the lodgement, filing, registration or other requirements of any applicable securities laws in the jurisdiction in which they have such registered address.

This Prospectus may not be distributed to, or relied upon by, persons in the United States. The ECP Notes have not been, and will not be registered under the US Securities Act and may not be offered or sold in the United States or to US Persons except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws.

Past performance

Past performance and pro forma financial information included in this Prospectus is given for illustrative purposes only and should not be relied upon as (and is not) an indication of the Company's views on its future financial performance or condition. Investors should note that past performance, including past share price performance, of ECP cannot be relied upon as an indicator of (and provides no guidance as to) ECP's future performance including future share price performance.

The historical information included in this Prospectus is, or is based on, information that has previously been released to the market.

Investors should also be aware that certain financial data included in this Prospectus may be 'non-IFRS financial information' under Regulatory Guide 230 'Disclosing non-IFRS financial information' published by ASIC. The Company believes this non-IFRS financial information provides useful information to users in measuring the financial performance and condition of the Company.

The non-IFRS financial information does not have a standardised meaning prescribed by Australian Accounting Standards and, therefore, may not be comparable to similarly titled measures presented by other entities, nor should it be construed as an alternative to other financial measures determined in accordance with Australian Accounting Standards. Investors are cautioned, therefore, not to place undue reliance on any non-IFRS financial information and ratios (if any) included in this Prospectus.

No withdrawal of application

You cannot withdraw your Application once it has been lodged, except as permitted under the Corporations Act.

Privacy

The Company and the share registry collect, hold and use personal information received from you to communicate and provide services to you as a Shareholder. The Company may disclose information to its agents, service providers (such as the share registry) and government bodies. The Company's privacy policy sets out how you may access, correct and update the personal information that the Company holds about you (by contacting the share registry), how you can complain about privacy related matters and how the Company responds to complaints.

Defined terms

Capitalised terms used in this Prospectus are defined in the Glossary.

Currency

Monetary amounts shown in this Prospectus are expressed in Australian dollars unless otherwise stated.

Photographs and diagrams

Photographs used in this Prospectus without descriptions are only for illustration. The people shown are not endorsing this Prospectus or its contents. Diagrams used in this Prospectus may not be drawn to scale. The assets depicted in photographs in this Prospectus are not assets of the Company unless otherwise stated.

Future performance

Certain statements in this Prospectus are about the future and are forward looking in nature. Generally, you can identify forward-looking statements by terms such as 'may', 'will', 'should', 'could', 'would', 'aim', 'assumes', 'intends', 'objectives', 'positioned', 'targets', 'expects', 'plans', 'anticipates', 'believes', 'estimates', 'projects', 'predicts', 'potential' and other similar expressions that are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on current expectations, estimates, forecasts and projections about ECP's business and the industry in which ECP operates and management's beliefs and assumptions.

These forward-looking statements are not guarantees of future performance. You should be aware that there are a number of risks (both known and unknown), uncertainties, assumptions and other important factors, some of which are beyond the control of the Company that could cause the actual conduct, results, performance or achievements of the Company to be materially different from those expressed or implied by such statements or that could cause future conduct or results to be materially different from the historical conduct or results. This Prospectus details some important risk factors that could cause ECP's actual results to differ from the forward-looking statements made in this Prospectus. Further details regarding these risks, and other risks which may affect ECP or an investment in ECP, are contained in section 4 of this Prospectus.

Deviations as to future conduct, results, performance and achievements are both normal and to be expected.

Except as required by law and then only to the extent required, neither ECP nor its related bodies corporate, and their respective directors, officers, partners, employees, agents, representatives or advisors, or any other person makes any representation, or gives any assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Prospectus will occur. Investors are cautioned about relying on forward-looking statements included in this Prospectus.

The forward-looking statements in this Prospectus reflect views held as at the date of this Prospectus, unless otherwise specified. Subject to the Corporations Act, the Listing Rules and any other applicable laws or regulations, ECP does not intend to publicly update or revise any forward-looking statements to reflect new information or future events or otherwise. You should, however, review the factors and risks the Company describes in the reports filed from time to time with the ASX after the date of this Prospectus.

Responsibility statement by the Trustee

The Trustee, Equity Trustees Limited:

- (a) has not authorised or caused the issue, submission, dispatch or provision of this Prospectus and does not make any statement or purport to make any statement in this Prospectus or any statement on which a statement in this Prospectus is based;
- (b) does not, nor do any of its directors, employees, officers, affiliates, agents, advisors, intermediaries or related body corporate (each a 'related person') assume any responsibility for the accuracy or completeness of any information contained in this Prospectus;
- (c) to the maximum extent permitted by law expressly disclaims all liability in respect of, makes no representation or any statement regarding, and takes no responsibility for, any part of this Prospectus, or any statements in, or omissions from this Prospectus, other than the references to its name and the statement(s) and/or report(s) (if any) specified below and included in this Prospectus with its written consent;
- (d) has given, and has not, before the lodgement of this Prospectus with ASIC withdrawn, its written consent to be named in this Prospectus in the form and content in which it is named;
- (e) does not, nor does any related person, make any representation as to the truth and accuracy of the contents of this Prospectus;
- (f) has relied on ECP for the accuracy of the contents of this Prospectus; and
- (g) does not, nor does any related person, make any representation or warranty as to the performance of the ECP Notes or the payment of interest or redemption of ECP Notes.

Guidance for retail Investors

The Notes are ‘unsecured notes’ for the purposes of section 283BH of the Corporations Act.

If you are considering applying for any ECP Notes under the Offer, this Prospectus is important and should be read in its entirety before making an Application. In particular, you should have regard to:

- ❖ ‘Key features of the Offer’ and the ‘Key terms of the ECP Notes’ in section 1 and information about ‘ECP’ in section 2;
- ❖ ‘Risk factors’ in section 4; and
- ❖ ‘ECP Note Terms’ in section 9.

You should carefully consider the risks and other information regarding an investment in ECP Notes and ECP in light of your investment objectives, financial situation and particular needs (including financial and taxation issues).

[Speak to your professional adviser](#)

ECP Notes are a complex investment and may be difficult to understand, even for experienced investors, and involve different risks from a simple debt or ordinary equity security. You should ensure that you understand the ECP Note Terms and risks of investing in ECP Notes and consider whether ECP Notes are an appropriate investment for your particular circumstances.

ECP recommends that you seek guidance from your licensed financial adviser or other professional adviser before deciding whether to invest. ASIC has published guidance on how to choose a licensed adviser on its MoneySmart website. You can read this guidance by searching for the term ‘choosing a financial adviser’ at www.moneysmart.gov.au.

[Consider the ASIC guidance for retail investors](#)

ASIC has published guidance on its MoneySmart website which may be relevant to your consideration of whether to invest in ECP Notes – namely, information for retail investors who are considering investing in hybrid securities. You can find this guidance by searching ‘hybrid securities’ at www.moneysmart.gov.au. ASIC’s guidance includes a series of questions you should ask before you invest in hybrid securities, and a short quiz you can complete to check your understanding of how hybrids work, their features and the risks of investing in them.

[Obtain further information about ECP](#)

ECP is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules. ECP must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about it that a reasonable person would expect to have a material effect on the price or value of its securities. While the ECP Notes are on issue, ECP will also produce quarterly reports about the ECP Notes that are provided to ASIC and the Trustee in accordance with the requirements of section 283BF of the Corporations Act (283BF Report).

Copies of documents lodged with ASIC, which are publicly available, can be obtained from ASIC’s website at www.asic.gov.au (a fee may apply) and ECP’s ASX announcements may be viewed at www.asx.com.au.

[Enquiries](#)

If you have any questions in relation to the Offer or an Application, please visit www.ecpam.com/emerging/notes-offer/, email the Registrar at enquiries@boardroom.com.au or call the ECP Notes Offer Information Line on 1800 352 474 (within Australia) or on +617 5644 4406 (International) Monday to Friday 8:30am to 5:30pm, Brisbane time.

Key dates

Summary of key dates¹

Event	Date
Priority Offer Record Date	3 March 2022
Lodgement of Prospectus with ASIC and announcement of ECP Notes Offer	4 March 2022
Offer Opening Date	15 March 2022
Offer Closing Date	1 April 2022
Shareholder meeting to approve Offer	6 April 2022
Settlement Date	8 April 2022
Allotment Date of ECP Notes	11 April 2022
Despatch of holding statements	13 April 2022
Commencement of trading on ASX (on normal settlement basis)	18 April 2022
First Interest Payment Date	30 June 2022
Conversion Period opens	11 April 2024
First Step-Up Date	11 April 2025
Maturity Date	11 April 2027

¹ These dates are indicative only. ECP reserves the right to change the dates without prior notice. ECP and the Lead Manager may (without notice to any investor or other person) accept late Applications (either generally or in particular cases), extend the Closing Date, close the Offer early or withdraw the Offer at any time before the ECP Notes are issued. If the Offer is withdrawn before the issue of the ECP Notes, all Application Monies received by ECP will be refunded (without interest) to Applicants as soon as practicable after the withdrawal. In addition, ASIC may extend the Exposure Period by up to seven calendar days in which case the Opening Date for the Offer and other dates may be varied accordingly without notice.

1 INVESTMENT OVERVIEW

1.1 About the Company

Question	Answer	More information
Who is the Issuer?	ECP Emerging Growth Limited (ACN 167 689 821) (ECP). ECP is an investment company, primarily investing in listed Australian small and mid-cap growth companies. The Company provides investors with access to a diversified, actively managed portfolio of high conviction investments. ECP's Ordinary Shares are listed on the ASX (ASX: ECP).	Section 2.1
Who is the Investment Manager?	ECP Asset Management Pty Ltd (ECP Asset Management or Investment Manager) is the investment manager of ECP.	Section 2.3
What is the Company's investment approach?	The investment strategy centres on the view that the economics of a business drives long-term investment returns and investing in high quality business franchises that have the ability to generate predictable, above-average economic returns will produce superior investment performance over the long term.	Section 2.5
What is the Company's net tangible asset position?	The net tangible assets (NTA) of ECP as at 28 February 2022 were \$26,268,840, which equates to \$1.434 per Ordinary Share.	
What is the Company's dividend policy?	ECP aims to deliver shareholders a sustainable growing stream of fully franked dividends, provided ECP has sufficient profit reserves and franking credits and it is within prudent business practices to do so.	
Who are the Directors?	The Directors of ECP are: <ul style="list-style-type: none">– Mr Murray d'Almeida, Non-Executive Chairman;– Mr David Crombie AM, Non-Executive Director; and– Mr Jared Pohl, Executive Director. <p>Alternate Director:</p> <p>Mr Scott Barrett (alternate to Mr Murray d'Almeida and Mr David Crombie AM).</p>	Section 2.6

1.2 Key features of the Offer

Question	Answer	More information																																																				
What are the ECP Notes?	The ECP Notes are redeemable, unsecured, unsubordinated, convertible notes.	Section 9																																																				
What is the Offer size?	Up to \$12.5 million.	Section 3																																																				
What is the purpose of the Offer?	<p>Proceeds of the Offer will be invested in the existing ECP portfolio and used to pay the costs associated with the Offer. Leveraging the portfolio performance since inception the additional funds provide an opportunity for the Company to grow and benefit from economies of scale.</p> <p>The deployment of the funds raised from the Offer will be consistent with ECP's investment objectives, as detailed at section 2.2.</p>	Section 2																																																				
Is the Offer conditional upon Shareholder Approval?	Yes, the Offer is conditional on ECP obtaining Shareholder Approval. Shareholder Approval is being sought at an extraordinary general meeting of Shareholders. If Shareholder Approval is not obtained, ECP will not proceed with the Offer, no ECP Notes will be issued and Application Monies will be returned to Applicants without interest.	Section 7.1																																																				
What is the effect of the Offer on ECP's financial position?	<p>The unaudited pro forma statement of financial position shows the adjustments that would be made to ECP's statement of financial position as at 31 December 2021, assuming an issue of \$12.5 million worth of ECP Notes, net of associated costs and is set out below.</p> <table border="1"> <thead> <tr> <th></th> <th>31 December 2021 Historical \$'000</th> <th>Offer \$'000</th> <th>31 December 2021 Pro forma Historical \$'000</th> </tr> </thead> <tbody> <tr> <td>Assets</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cash and cash equivalents</td> <td>2,505</td> <td>12,120</td> <td>14,625</td> </tr> <tr> <td>Trade receivables and other assets</td> <td>43</td> <td>-</td> <td>43</td> </tr> <tr> <td>Financial Assets at Fair Value</td> <td>32,915</td> <td>-</td> <td>32,915</td> </tr> <tr> <td>TOTAL ASSETS</td> <td>35,463</td> <td>12,120</td> <td>47,583</td> </tr> <tr> <td>Liabilities</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trade and other payables</td> <td>77</td> <td>-</td> <td>77</td> </tr> <tr> <td>Tax payable</td> <td>2,371</td> <td>-</td> <td>2,371</td> </tr> <tr> <td>Deferred tax liabilities</td> <td>1,878</td> <td>-</td> <td>1,878</td> </tr> <tr> <td>Convertible notes</td> <td>-</td> <td>12,500</td> <td>12,500</td> </tr> <tr> <td>TOTAL LIABILITIES</td> <td>4,326</td> <td>12,500</td> <td>16,826</td> </tr> <tr> <td>NET ASSETS / TOTAL EQUITY</td> <td>31,137</td> <td>(380)</td> <td>30,757</td> </tr> </tbody> </table>		31 December 2021 Historical \$'000	Offer \$'000	31 December 2021 Pro forma Historical \$'000	Assets				Cash and cash equivalents	2,505	12,120	14,625	Trade receivables and other assets	43	-	43	Financial Assets at Fair Value	32,915	-	32,915	TOTAL ASSETS	35,463	12,120	47,583	Liabilities				Trade and other payables	77	-	77	Tax payable	2,371	-	2,371	Deferred tax liabilities	1,878	-	1,878	Convertible notes	-	12,500	12,500	TOTAL LIABILITIES	4,326	12,500	16,826	NET ASSETS / TOTAL EQUITY	31,137	(380)	30,757	Section 3
	31 December 2021 Historical \$'000	Offer \$'000	31 December 2021 Pro forma Historical \$'000																																																			
Assets																																																						
Cash and cash equivalents	2,505	12,120	14,625																																																			
Trade receivables and other assets	43	-	43																																																			
Financial Assets at Fair Value	32,915	-	32,915																																																			
TOTAL ASSETS	35,463	12,120	47,583																																																			
Liabilities																																																						
Trade and other payables	77	-	77																																																			
Tax payable	2,371	-	2,371																																																			
Deferred tax liabilities	1,878	-	1,878																																																			
Convertible notes	-	12,500	12,500																																																			
TOTAL LIABILITIES	4,326	12,500	16,826																																																			
NET ASSETS / TOTAL EQUITY	31,137	(380)	30,757																																																			
What is the effect of the Offer on ECP's capital structure?	<table border="1"> <thead> <tr> <th></th> <th>Pre-Offer</th> <th>Post-Offer</th> </tr> </thead> <tbody> <tr> <td>Ordinary Shares</td> <td>18,318,043²</td> <td>18,318,043²</td> </tr> <tr> <td>Options</td> <td>None</td> <td>None</td> </tr> <tr> <td>ECP Notes¹</td> <td>None</td> <td>8,741,259</td> </tr> </tbody> </table> <p>1 Assumes an issue size of \$12.5 million at \$1.43 per ECP Note. 2 Exclusive of any Ordinary Shares to be issued under the Company's Dividend Reinvestment Plan on 15 March 2022 in connection with the interim dividend declared by the Company on 23 February 2022. Refer to section 7.8 of this Prospectus.</p>		Pre-Offer	Post-Offer	Ordinary Shares	18,318,043 ²	18,318,043 ²	Options	None	None	ECP Notes ¹	None	8,741,259																																									
	Pre-Offer	Post-Offer																																																				
Ordinary Shares	18,318,043 ²	18,318,043 ²																																																				
Options	None	None																																																				
ECP Notes ¹	None	8,741,259																																																				

1.3 Key terms of the ECP Notes

Question	Answer	More information
Security	Redeemable, unsecured, unsubordinated, convertible notes.	Section 9
Issue Date	Subject to Shareholder Approval being obtained, on or around 11 April 2022.	Section 9
Maturity Date	Unless converted, redeemed earlier, or purchased by ECP and cancelled, ECP will redeem all outstanding ECP Notes on 11 April 2027.	Section 9
Issue Price/Face Value	\$1.43 per ECP Note.	Section 9
Shareholder Approval	The Offer is conditional on ECP obtaining Shareholder Approval. If Shareholder Approval is not obtained, ECP will not proceed with the Offer, no ECP Notes will be issued and Application Monies will be returned to Applicants without interest.	Section 7.1
Interest Rate	(a) From the Issue Date until the First Step-Up Date: Fixed at 5.5% per annum; and (b) From the First Step-Up Date: Fixed at 6.5% per annum. The First Step-Up will only occur if the 2-year Bank Bill Swap Rate (or its successor) as set on the First Step-Up Date, is above 2.5859%. If the First Step-Up does not occur, the Interest Rate will remain fixed at 5.5% per annum.	Section 9
First Step-Up Date	11 April 2025	Section 9
Interest payment	Payable quarterly in arrears on each Interest Payment Date. Interest will be paid on 31 March, 30 June, 30 September and 31 December during the term of the ECP Notes, with the first interest payment payable on 30 June 2022. Interest payments are not deferrable by ECP nor are they discretionary.	Section 9
Conversion Period	The Conversion Period commences on the second anniversary of the Initial Issue Date of the Notes and ends 10 Business Days prior to the Maturity Date.	Section 9
Noteholder conversion	A Noteholder may from time to time elect to convert some or all of its ECP Notes into Ordinary Shares during the Conversion Period or after any Tax Redemption Notice has been given by the Company by issuing a Conversion Notice (provided the aggregate Face Value of the ECP Notes the subject of the Conversion Notice is at least \$10,000, or the aggregate Face Value of all ECP Notes held by that Noteholder). A Conversion Notice will only be valid if received by ECP at least 10 Business Days before the end of the Conversion Period. A Noteholder's conversion rights are subject to certain restrictions where a Tax Event, Delisting Event or a Change of Control Event has previously occurred.	Section 9
Conversion basis	The Noteholder has the right to convert some or all of its ECP Notes into Ordinary Shares on a one for one basis.	Section 9

Question	Answer	More information
Conversion Amount	Equal to the aggregate Face Value of the total number of ECP Notes the subject of the relevant Conversion Notice plus, any accrued (but unpaid) interest up to (but excluding) the Conversion Date.	Section 9
Conversion Price	\$1.43, subject to adjustment for certain dilutionary and other capital transactions by ECP.	Section 9
Redemption	Those ECP Notes not converted by the Maturity Date will be redeemed by ECP at the Issue Price together with the payment of any accrued but unpaid interest.	Section 9
Noteholder exit rights	<p>If a Change of Control Event or a Delisting Event occurs, the Noteholder may require ECP to redeem all of the ECP Notes held by that Noteholder prior to the Maturity Date for an amount equal to their Face Value together with any accrued (but unpaid) interest.</p> <p>As soon as reasonably practicable after the occurrence of a Change of Control Event or a Delisting Event, ECP must deliver a Noteholder Redemption Event Notice in writing to the Trustee with a copy to the Noteholders, the Registrar and ASX specifying the occurrence of a Change of Control Event and/or Delisting Event and other information as described under the ECP Note Terms.</p> <p>A Noteholder may exercise its right to redeem all (but not some) of its ECP Notes (arising in the above circumstances) by delivery to ECP of a duly completed and signed Noteholder Redemption Election Notice at any time within 30 Business Days from the date it has received a Noteholder Redemption Event Notice.</p> <p>If not previously redeemed or converted, the ECP Notes will be redeemed on the Maturity Date for an amount equal to 100% of the Face Value of the Note together with any accrued (but unpaid) interest.</p>	Section 9
Optional early redemption by ECP	<p>If a Tax Event or Change of Control Event occurs, ECP may redeem all of the ECP Notes before the Maturity Date for an amount equal to 101% of their Face Value together with any accrued (but unpaid) interest.</p> <p>ECP may also redeem all of the ECP Notes before their Maturity Date on the First Step-Up Date or any subsequent Interest Payment Date, or if a Clean-Up Event occurs, for an amount equal to 100% of their Face Value together with any accrued (but unpaid) interest.</p> <p>In each of the above circumstances, the ECP Note Terms set out a strict process by which ECP may effect early redemption. This process includes (among other requirements) the giving of appropriate notice by ECP to the Trustee, the Registrar, the Noteholders and ASX of the relevant event and of ECP's intention to redeem the ECP Notes.</p>	Section 9

Question	Answer	More information
Change of Control Event	<p>This occurs where:</p> <ul style="list-style-type: none"> (a) the investment management agreement between the Investment Manager and ECP lapses or is terminated and no replacement investment management agreement has been entered into by the Investment Manager and ECP on, or as soon as reasonably practicable after, such lapse or termination; or (b) a takeover bid is made to acquire all of the Ordinary Shares and the offer under the takeover bid is, or becomes, unconditional and: <ul style="list-style-type: none"> (i) the bidder has acquired at any time during the offer period a relevant interest in more than 50 per cent of the Ordinary Shares on issue; or (ii) the Directors of ECP unanimously recommend the acceptance of the offer under the takeover bid, and acceptance of that offer would result in the bidder having a relevant interest in 100 per cent of the Ordinary Shares on issue; or (c) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in more than 50 per cent of the Ordinary Shares on issue. 	Section 9
Delisting Event	<p>This occurs where:</p> <ul style="list-style-type: none"> (a) Ordinary Shares or ECP Notes are no longer quoted on ASX; or (b) Ordinary Shares or ECP Notes are suspended from trading on ASX for a period of 20 consecutive Business Days, <p>in each case, other than as a result (directly or indirectly) of a Change of Control Event.</p>	Section 9
Tax Event	<p>A Tax Event occurs where, on or after the Issue Date, ECP receives an opinion of a nationally recognised legal counsel or tax adviser in Australia, experienced in such matters, that, as a result of a change in a law, or in the application or interpretation of a law, there is a more than insubstantial risk that:</p> <ul style="list-style-type: none"> (a) any payment to a Noteholder under an ECP Note will be subject to an amount of withholding or deduction in respect of any Taxes or other governmental charges for which ECP must pay an Additional Amount; or (b) payment of interest will not be allowed as a deduction for the purposes of ECP's Australian tax purposes. 	Section 9

Question	Answer	More information
Events of Default	<p>Each of the following is an Event of Default in relation to any ECP Notes:</p> <ul style="list-style-type: none"> (a) (non-payment) ECP fails to pay or repay any amount payable by it under the ECP Notes within 10 Business Days after the date on which it is due and, where the sole reason for the default is a technical or administrative difficulty within the banking system being used to effect payment, such default is not remedied within five Business Days; (b) (non-issue of Ordinary Shares) ECP fails to issue Ordinary Shares on Conversion in accordance with the ECP Note Terms within 10 Business Days after the date on which such issue is to be made; (c) (breach of other obligations) ECP fails to comply with any of its other material obligations under the ECP Note Terms or the ECP Trust Deed and such failure remains unremedied for a period of 30 Business Days after ECP has received written notice from the Trustee in respect of the failure; (d) (cross default) any debt of ECP greater than \$500,000 (or its equivalent in any other currencies) becomes due and payable before its stated maturity due to the occurrence of a default event (however described); (e) (insolvency) an Insolvency Event occurs in respect of ECP; (f) (unlawfulness) it is, at any time unlawful for ECP to perform any of its payment obligations under the ECP Notes; or (g) (vitiation) all or any obligations of ECP or rights of the Noteholders or the Trustee under the ECP Trust Deed or the ECP Note Terms are terminated or become void, illegal, invalid, unenforceable or of limited force and effect. 	Section 9
Default interest	<p>Interest accrues on the Face Value of each Note at the sum of the most recent Interest Rate plus a default rate of 2.0% per annum while:</p> <ul style="list-style-type: none"> (a) an Event of Default occurs and is continuing; or (b) an LTV Ratio Event occurs and is continuing (other than while default interest following an Event of Default applies). 	Section 9
Financial information and financial undertakings	<p>For so long as any of the ECP Notes remain outstanding, ECP must not, without the approval of Noteholders by way of Special Resolution:</p> <ul style="list-style-type: none"> (a) make any In-specie Distribution or return of capital to ordinary shareholders; (b) make any other Distribution that would result in an LTV Ratio Event immediately after such Distribution; or (c) incur any Financial Indebtedness other than Permitted Financial Indebtedness. 	Sections 3 and 9

Question	Answer	More information
Permitted Financial Indebtedness	ECP may incur Financial Indebtedness in any of the following circumstances: (a) under ECP Notes issued on the Initial Issue Date; (b) where the Financial Indebtedness is incurred or guaranteed after the Initial Issue Date for the purpose of replacing, refinancing or extending the maturity of any other Permitted Financial Indebtedness; (c) where the Financial Indebtedness does not result in ECP's total Financial Indebtedness exceeding \$20 million and also does not result in an LTV Ratio Event in each case immediately after the incurrence of such Financial Indebtedness; or (d) where the Financial Indebtedness has been approved by the Noteholders by way of Special Resolution pursuant to the Meeting Provisions.	Section 9
Negative pledge	For so long as the ECP Notes are outstanding ECP must not create or permit to subsist any Security Interest upon the whole or any part of its present or future assets to secure any Financial Indebtedness other than a Permitted Security Interest, unless in any such case, before or at the same time as the creation of the Security Interest: (a) all amounts payable by ECP under the ECP Notes and the ECP Trust Deed are secured equally and rateably with the Financial Indebtedness; or (b) such other Security Interest is provided in respect of all amounts payable by ECP under the ECP Notes and the ECP Trust Deed as the Trustee shall in its absolute discretion determine to be not materially less beneficial to the interests of the Noteholders as a whole.	Section 9
Quarterly reports	ECP will publish a copy of each 283BF Report on its website as soon as practicable after providing to the Trustee.	Section 9
Trustee	Equity Trustees Limited was appointed as trustee of the ECP Note Trust pursuant to the ECP Trust Deed executed on 4 March 2022. The ECP Trust Deed provides for the obligations of ECP and the Trustee to the Noteholders. All rights in relation to the ECP Notes may generally only be enforced by the Trustee in accordance with the ECP Trust Deed as summarised in section 6.	Sections 6.5 and 9
Ranking	ECP Notes are direct, unsecured and unsubordinated debt obligations and rank without preference or priority: (a) behind ECP's secured debt; (b) equally amongst themselves and at least equally with all other unsubordinated and unsecured obligations of ECP, other than those obligations mandatorily preferred by law including employee entitlements and secured creditors; and (c) ahead of ordinary equity of ECP and any of ECP's obligations that are expressed to be subordinated to ECP Notes.	Sections 9 and 1.1

Question	Answer	More information	
	Ranking	Existing ECP debt obligations and equity	Facility capitalisation ³
	Higher Ranking	Secured debt	None
		Unsecured debt	ECP Notes \$12.5 million ¹
		Unsecured subordinated debt	None
	Lower Ranking	Preference shares	None
		Ordinary shares	Ordinary shares \$31.1 million ²

Notes

- 1 Assuming that \$12.5 million of the ECP Notes are issued under the Offer.
- 2 ECP's total Shareholders' equity as at 31 December 2021, as set out in section 3 of this Prospectus.
- 3 These amounts may vary during the term of this Prospectus and during the term of the ECP Notes.

Credit rating	Unrated.	Section 4.1
Participation rights	If there is a securities issue before the Maturity Date, the Noteholder will not have any participation rights except to the extent that the Noteholder exercises its rights under the ECP Note Terms and is issued Ordinary Shares prior to the Record Date for any such securities issue or is otherwise a holder of Ordinary Shares.	Section 9
Voting rights	Noteholders may not attend or vote at meetings of members of ECP unless provided for by the Listing Rules or the Corporations Act.	Section 9
ASX quotation	Application will be made for the ECP Notes to be quoted on ASX under the code 'ECPGA'.	Section 9

1.4 Key risks associated with ECP Notes

The following highlights the key risks associated with an investment in ECP Notes. Please refer to section 4 for further information on the risks relating to an investment in ECP generally and to the market for ECP Notes generally. Please note the risks highlighted are not intended to be exhaustive.

Before applying for ECP Notes, you should consider whether ECP Notes are a suitable investment for you.

Question	Answer	More information
ECP Notes are complex instruments and may not be a suitable investment for all investors	Each potential investor in the ECP Notes must determine the suitability of that investment in light of their own circumstances. A potential investor should not invest in the ECP Notes unless they have the expertise (either alone or with the help of a financial adviser) to evaluate how the ECP Notes will perform under changing conditions, the resulting effects on the value of such ECP Notes and the impact this investment will have on the potential investor's overall investment portfolio.	Section 4.1
ECP may not be able to redeem the ECP Notes when due	ECP expects to be able to redeem the ECP Notes using the proceeds from cash flows from operations (if available) or proceeds from the sale of investments. While unlikely, there is a risk that ECP would be unable to procure or raise sufficient cash resources from the sale of investments and would, in that case, have insufficient cash flows to redeem the ECP Notes at the Maturity Date. Neither ECP, nor the Trustee, nor any other entity have guaranteed the redemption of the ECP Notes.	Section 4.1
Investment performance risk	ECP invests in a portfolio of Australian equity investments using a defined investment process. Investment risks associated with the volatility of the equities market could mean a sustained period of under-performance and would impact the Company earnings and/or value of its holdings.	Section 4.2
Other key risks	Other key risks include: (a) Market price volatility of Ordinary Shares; (b) Noteholders have no voting rights; and (c) Lack of public market for ECP Notes. These risks are set out in further detail in section 4.	Section 4

1.5 Further information about the offer

Question	Answer	More information
Offer structure	<p>The offer consists of:</p> <ul style="list-style-type: none"> (a) a Priority Offer; and (b) a Broker Firm Offer. <p>If there is excess demand, Applications may be scaled back by ECP. There is no general public offer of the ECP Notes.</p>	Section 8
Application process	<p>If you are applying under the Priority Offer, you must apply online at www.ecpam.com/emerging/notes-offer/. Instructions on how to complete the Application Form are set out online. Further information can be obtained by contacting the ECP Notes Offer Information Line on 1800 352 474 (within Australia) or on +61 7 5644 4406 (International) (Monday to Friday 8:30am to 5:30pm, Brisbane time).</p> <p>If you are applying under the Broker Firm Offer, you should contact the Syndicate Broker who has offered you a Broker Firm allocation for information about how and when to lodge your Application.</p> <p>For further information on how to apply for ECP Notes, see section 8.</p>	Section 8
Brokerage, commission or stamp duty payable	<p>Applicants under the Broker Firm Offer may pay brokerage or other fees to their Broker in relation to their Application. Any such fees will be on terms agreed between the applicant and their Broker.</p> <p>No brokerage, commission or stamp duty is payable by you on your application under the Priority Offer.</p> <p>You may be required to pay brokerage if you sell ECP Notes on ASX after ECP Notes have been quoted on ASX.</p>	Section 8
Minimum Application	Applications must be for a minimum of 1,399 ECP Notes (approximately \$2,000).	Section 8
Participation in the Priority Offer	The Priority Offer is open to any person who has a registered address in Australia and who, as at the Priority Offer Record Date, was a shareholder in ECP or any other party as determined by ECP in its discretion.	Section 8
Participation in the Broker Firm Offer	The Broker Firm Offer is open to Australian clients of Syndicate Brokers including Wholesale and Sophisticated Clients and Retail Clients.	Section 8
Allocation policy	<p>ECP will seek to provide Applicants under the Priority Offer with an allocation of at least 1,399 ECP Notes (where such Applicants have applied for 1,399 or more ECP Notes) on a reasonable endeavours basis. ECP does not guarantee any minimum allocation and the extent of any allocation will ultimately depend on the number of Applicants under the Priority Offer and total level of Applications under the Offer.</p> <p>Allocations to brokers and institutional investors under the Broker Firm Offer will be determined by ECP, in agreement with the Lead Manager.</p>	Section 8

Question	Answer	More information
Fees and expenses of the Offer	<p>In consideration for management services provided to the Company in relation to the Offer, the Company will pay Taylor Collison Limited \$100,000 (plus GST).</p> <p>In addition, the Lead Manager will be paid an application fee of 1.25% (plus GST) of the total proceeds of the Broker Firm Offer raised by the Lead Manager and its associated Brokers from participating Wholesale and Sophisticated Clients and Retail Clients.</p> <p>Retail Clients who participate in the Broker Firm Offer will be rebated the Application Fee paid in respect of their allocation by their Broker. To find out more about this rebate, including whether you are eligible contact your Broker.</p> <p>No application fees will be paid (or rebated) in respect of proceeds raised via the Priority Offer.</p> <p>The costs of the Offer, net of tax and GST, include legal, accounting, marketing and other costs associated with the preparation of the Prospectus and the issue of Shares. These costs are estimated to be \$380,494, assuming the full amount is raised through the Offer.</p>	Section 6
Underwriting	The Offer is not underwritten.	Section 8
Tax implications of investing in ECP Notes	A general description of the Australian taxation consequences of investing in ECP Notes is set out in section 5. That discussion 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.	Section 5
Issue Date	ECP expects that ECP Notes will be issued on 11 April 2022.	Key dates
Commencement of trading on ASX	ECP expects that ECP Notes will begin trading on ASX on 18 April 2022.	Key dates
Holding Statements	ECP expects that Holding Statements will be despatched by 13 April 2022.	Key dates
Withdrawal of Offer	ECP reserves the right not to proceed with the Offer or any part of it at any time before the issue of ECP Notes to Successful Applicants. If ECP withdraws the Offer, ECP Notes will not be issued and all relevant application monies will be refunded (without interest).	
Further information about ECP and the ECP Notes	ECP 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 Listing Rules. In addition, ECP must notify ASX immediately (subject to certain exceptions) if it becomes aware of information about ECP that is not generally available, and that a reasonable person would expect to have a material effect on the price or value of its securities, including the ECP Notes.	Section 2 and Section 7

2 ECP EMERGING GROWTH – THE BUSINESS

2.1 Company overview

ECP Emerging Growth Limited (the **Company**) (ASX:ECP) (formerly known as ‘Barrack St Investments Limited’, ASX: BST) listed on the Australian Securities Exchange in August 2014 is a Listed Investment Company (LIC) providing investors with access to an expertly crafted quality portfolio of Australian small and mid-cap growth companies.

The portfolio is managed by ECP Asset Management, which has a specialist, equities focused investment team renowned for its stability, track record and sound investment process.

The Manager’s investment philosophy is built on the belief that the economics of business drives long-term investment returns. Investing in high quality businesses that have the ability to generate predictable, above average economic returns, will produce superior investment performance over the long-term.

2.3 Investment Portfolio Performance

At 31 December 2021	3 m	1 Y	3 Y	5 Y	Inception
ECP Portfolio [^]	-4.9%	16.9%	33.8%	23.4%	19.1%
ASX Small Ordinaries Index	1.6%	14.2%	12.8%	8.2%	6.4%

[^] Source: ECP Asset Management.

Gross performance before impact of fees, taxes and charges. Past performance no predictor of future returns.

2.4 Description of Investment Manager

The management of the Company’s investment portfolio is undertaken by ECP Asset Management. Jared Pohl is a founder and Director of ECP Asset Management and has been responsible for managing the ECP portfolio since inception.

ECP Asset Management is an active manager focused on investing in a careful, considered and committed way to grow wealth that is resilient and sustainable. Making long-term investment decisions means investing as an owner and not a trader of shares. This means understanding both the narrative of an investment, and the numbers that support it. Investing on narrative alone, ignores reality. Investing on numbers alone, ignores potential. By combining the two, the Manager can best capture long-term potential at fair prices.

Information on the Investment Manager is available from www.ecpam.com.

2.2 Investment objectives and process

The investment objectives of ECP are to:

- ❖ achieve medium to long-term capital growth and income through investing in a diversified portfolio of small and mid-cap Australian companies;
- ❖ preserve and enhance the net tangible assets backing per share; and
- ❖ provide Shareholders with a fully franked dividend, which, over time, will grow at a rate in excess of the rate of inflation.

2.5 Investment philosophy

While traditionally thought of as a quality growth manager, ECP would characterise itself as an idiosyncratic stock picker. All companies included in the portfolio are required to exhibit specific characteristics, both qualitative and quantitative. Companies that do not exhibit those characteristics, are not included in the portfolio.

In summary, quality franchises exhibit the following qualitative characteristics:

1. A clear business model with a growth profile and defensible market position;
2. Managed by a team who have been able to execute on their stated strategic objectives over time; and
3. The business has maintained a strong financial position.

These companies also generally exhibit the following accounting based measures:

1. They are highly profitable - they exhibit sustained high returns on equity and invested capital;
2. They are growing - They have an ability to consistently grow revenues above system growth; and
3. They are not leveraged - they do not hold large amounts of debt on their balance sheet (low capital intensity).

Our investment philosophy best expressed through the exploitation the following inefficiencies:

- 1 Growth Anomaly - the market perpetually under prices growth companies; and
- 2 Short Termism - prevailing market sentiment is generally more volatile than the underlying business value.

Our approach to exploiting these inefficiencies is codified in our investment process. The process ensures we maximise the probability of positive outcomes in the portfolio; it ensures that we seek and take risk in areas where we have a proven skill; and it enables us to repeatedly identify and capitalise on opportunities. Most importantly, it requires us to identify and articulate how effective we've been.

2.6 The Board

Mr Murray d'Almeida

Chairman

Mr D'Almeida has Over 38 years of diverse national and international business experience. He Founded the Retail Food Group and developed a presence in seven overseas countries and subsequently maintained operating and board positions within a range of financial services, mining, commercial, academic, government and sporting businesses and organisations. He is Chairman of Global Masters Fund Limited, Director Triple Energy Limited, Deputy Chancellor of Southern Cross University, Member of Gold Coast Light Rail Business Advisory Board and Chairman of Zooz Pty Ltd.

Mr David Crombie AM

Non-Executive Director

Mr Crombie has business experience as founding partner in Palladium Group (formerly GRM International) across a range of sectors including health, education, agricultural services and capacity building for AusAid, DIFID and USAid plus multilateral and Government /private sector clients. He retired as Managing Director of Palladium Group in 2000 and from the Board of Palladium Group in 2019. Currently managing agricultural and livestock projects across northern Australia. Formerly President of the National Farmers Federation, Chairman Meat and Livestock Australia and President of Australian Rugby Union. He is Member of Advisory Board QAAFI (Queensland Alliance for Agriculture and Food Innovation) and a Director of Alliance Aviation Services.

Mr Jared Pohl

Executive Director

Mr Pohl has over 16 years investment experience. Prior to co-founding ECP Asset Management in 2012, Jared was a member of the Hyperion Asset Management investment team. Additionally, Jared was seconded to Wasatch Advisors in Salt Lake City where he worked alongside their Private Market team, looking for pre-IPO investment opportunities. Prior to financial services Jared consulted on a number of IT projects and has been involved in the tech start-up space.

Mr Scott Barrett

Alternate Director

Mr Barrett is an Alternate Director for Mr d'Almeida and Mr Crombie. Scott has been the Chief Financial Officer for ECP since October 2017 and has been Company Secretary since July 2021. Mr Barrett is the CFO of ECP Asset Management and is an Alternate Director of Flagship Investments Limited.

3 FINANCIAL INFORMATION AND EFFECT OF THE OFFER

3.1 Historical and pro forma consolidated balance sheet as at 31 December 2021

This section contains a summary of the historical financial information for ECP Emerging Growth as at 31 December 2021 (**Historical Financial Information**) and a pro forma historical statement of the financial position as at 31 December 2021 (**Pro Forma Historical Financial Information**) (collectively, **Financial Information**). The Financial Information has been prepared to illustrate the effect of the Offer.

	31 December 2021 Historical \$'000	Offer \$'000	31 December 2021 Pro forma Historical \$'000
Assets			
Cash and cash equivalents	2,505	12,120	14,625
Trade receivables and other assets	43	-	43
Financial Assets at Fair Value	32,915	-	32,915
TOTAL ASSETS	35,463	12,120	47,583
Liabilities			
Trade and other payables	77	-	77
Tax payable	2,371	-	2,371
Deferred tax liabilities	1,878	-	1,878
Convertible notes	-	12,500	12,500
TOTAL LIABILITIES	4,326	12,500	16,826
Issued capital	17,952	-	17,952
Retained Earnings	13,185	(380)	12,805
TOTAL EQUITY	31,137	(380)	30,757

3.2 Basis of preparation of financial information

The stated basis of preparation for the Historical Financial Information is in accordance with the recognition and measurement principles of the Australian Accounting Standards.

The stated basis of preparation for the Pro Forma Historical Financial Information is in a manner consistent with the recognition and measurement principles of the Australian Accounting Standards applied to the Historical Financial Information and the events or transactions to which the pro forma adjustments relate, as described in this section of the Prospectus, as if those events or transactions had occurred as at 31 December 2021.

ECP 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 Listing Rules, including an obligation to lodge half-yearly and annual financial reports with ASIC.

ECP's financial statements for the six month period ended 31 December 2021 have been reviewed by Connect National Audit Pty Ltd in accordance with Australian Auditing Standards. A complete version of ECP's financial reports are available from ASX's website, www.asx.com.au.

The Financial Information should be read in conjunction with the notes set out in the Half Yearly Report, the risks described in section 4 and other information contained in the Prospectus.

The Directors are responsible for the preparation and presentation of the Financial Information.

The Pro Forma Historical Financial Information has been prepared by the Directors and assumes completion of the Offer. The accounting policies used in preparation of the Pro Forma Historical Financial Information are consistent with those set out in ECP's Half Yearly Report for the six month period ended 31 December 2021.

3.3 Pro forma adjustments to consolidated balance sheet

The Pro Forma Historical Financial Information has been derived from the Historical Financial Information and has been prepared to reflect the ECP Note issue of \$12.5 million and the associated costs pursuant to the Offer.

Due to the nature of the pro forma adjustments, they do not represent the actual or prospective financial position of ECP Emerging Growth.

3.4 Subsequent Events

As at 28 February 2022 the Net Tangible Assets of the Company have decreased by 20.4% since 31 December 2021. Comparatively the ASX Small Ordinaries Index has decreased by 9.2%.

Despite operational performance from investee businesses that has met or exceeded the expectations of the Manager during reporting season, the portfolio has continued to face valuation headwinds related to increasing inflation and interest rate expectations.

3.5 Pro forma cash flow statement as at 31 December 2021

The Company's pro forma historical cash position as at 31 December 2021, adjusted for the Offer, is derived from actual cash as follows:

	\$'000
Cash as at 31 December 2021	2,505
Gross proceeds of the Offer	12,500
Costs of the Offer	(380)
Pro forma historical cash balance	14,625

3.6 ECP's existing debt facilities and debt maturity

As at the date of this Prospectus:

- (a) ECP had no outstanding interest bearing loans and borrowings; and
- (b) the Board of ECP have no intention to engage future borrowings or loans until beyond the Maturity Date.

4 RISK FACTORS

4.1 Risks associated with ECP Notes

ECP Notes are complex instruments and may not be a suitable investment for all investors

Each potential investor in the ECP Notes must determine the suitability of that investment in light of their own circumstances. A potential investor should not invest in the ECP Notes unless they have the expertise (either alone or with the help of a financial adviser) to evaluate how the ECP Notes will perform under changing conditions, the resulting effects on the value of such ECP Notes and the impact this investment will have on the potential investor's overall investment portfolio.

ECP may not be able to redeem the ECP Notes when due

ECP expects to be able to redeem the ECP Notes using the proceeds from cash flows from operations (if available) or proceeds from the sale of investments. While unlikely, there is a risk that ECP would be unable to procure or raise sufficient cash resources from the sale of investments and would, in that case, have insufficient cash flows to redeem the ECP Notes at the Maturity Date.

ECP must redeem the ECP Notes on the request of a Noteholder if a Change of Control Event or a Delisting Event (each as defined in the ECP Note Terms) occurs. While unlikely, ECP cannot assure Noteholders that, if required, it would have sufficient cash or other financial resources at the time such a redemption obligation arises or would be able to arrange financing to redeem the ECP Notes in cash.

Neither ECP, nor the Trustee, nor any other entity have guaranteed the redemption of the ECP Notes.

ECP may redeem the ECP Notes before the Maturity Date

ECP Notes may or may not be redeemed early by ECP in certain circumstances. There is a risk that the redemption amount may be less than the previously prevailing market value of ECP Notes or the timing of such redemption may not accord with a Noteholder's individual financial circumstances or tax position.

Additionally, in the event of an early redemption of ECP Notes, Noteholders may not receive the returns they expected to achieve on ECP Notes (if held until maturity) by investing the proceeds in alternative investment opportunities available at that time.

Interest rate risk

Interest on the ECP Notes is fixed and payable quarterly in arrears in accordance with the ECP Note Terms. Other than where a First Step-Up Event occurs, no adjustment will be made to the rate of interest paid to Noteholders as other market-based interest rates rise or fall.

The market price of ECP Notes on the ASX may fluctuate due to changes in interest rates generally, credit spreads on other corporate securities or investor sentiment towards ECP.

ECP Notes are unsecured and will rank behind the claims of ECP's secured creditors

Neither the ECP Trust Deed nor the ECP Notes create any Security Interest in favour of Noteholders to secure the payment obligations arising under the ECP Notes. The Company does not currently have any secured creditor arrangements in place. Subject to security being granted through the negative pledge detailed in clause 9.6.1 of the ECP Note Terms, if ECP is wound-up, Noteholders will rank equally with other unsecured and unsubordinated creditors of ECP and ahead of Shareholders.

Volatility of market price for Ordinary Shares

The Ordinary Shares held by Noteholders following Conversion of their ECP Notes will have the same rights as other Ordinary Shares, which are different from the rights attached to ECP Notes.

The trading price of the Ordinary Shares may directly affect the trading price of the ECP Notes. The market price of the Ordinary Shares may be volatile and may cause volatility in the price of ECP Notes and affect the ability of Noteholders to sell the ECP Notes at an acceptable price. There may be no liquid market for Ordinary Shares at the time of Conversion or the market for Ordinary Shares may be less liquid than that for comparable securities issued by other entities at the time of Conversion.

Interest payments are not guaranteed

ECP expects to make interest payments using available cash balances and cash flow from ECP's investments.

ECP's ability to generate cash flows from ECP's operations will depend substantially on the dividends and interest received from its investments. If the dividends and interest from the investments are insufficient to make the interest payments, then ECP will generate cash from the realisation of investments. The early realisation of investments could have a long term detrimental effect on the portfolio and on the long-term performance of ECP as a whole.

The interest payments on the ECP Notes are not guaranteed by the Investment Manager, the Trustee or any other entity.

Future issues of securities may result in Shareholder dilution

ECP may undertake additional offerings of securities in the future. While ECP is subject to the constraints of the Listing Rules regarding the percentage of its capital that it is able to issue within a 12-month period, any issuance of equity securities by ECP after the offer of the ECP Notes could dilute the interest of the existing shareholders and could substantially decrease the market price of the Ordinary Shares. The ECP Note Terms provide for an adjustment to the Conversion Price in relation to some but not all future offerings of securities or in situations where it is lawful to do so.

Payment of dividends on Conversion of ECP Notes to Ordinary Shares is not guaranteed

Payment of any dividends on Ordinary Shares issued on Conversion of the ECP Notes is at the discretion of Directors. Noteholders whose ECP Notes are converted after the record date for a dividend will have no entitlement to that dividend.

Directors may only declare or determine a dividend if there are funds legally available to pay dividends. ECP Notes will not be entitled to participate in any dividends on the Ordinary Shares.

The amount of future dividends actually paid will be determined by the Board of ECP having regard, amongst other things, to ECP's operating results, financial position, and available profit reserves from which to pay a dividend. A change in dividend policy or dividend levels may impact the market value of ECP Notes.

Payment of franked dividends on Conversion of ECP Notes to Ordinary Shares is not guaranteed

There is no guarantee that dividends on Ordinary Shares will be franked. ECP's ability to continue to pay franked dividends is dependent upon the receipt of franked dividends from investments and the payment of tax. Changes to the corporate tax rate may also affect the franking rate attached to any dividends on Ordinary Shares and also the franking rate attached to dividends received from investments. If dividends are franked, the value and availability of any franking credits to a Shareholder will differ depending on the Shareholder's particular tax circumstances.

Shareholders should be aware that the ability to use any franking credits, either as an offset to a tax liability or by claiming a refund after the end of the income year, will depend on the individual tax position of each Shareholder and could change if there is a change in applicable law.

Noteholders have limited anti-dilution protection

As a result of any issue of Ordinary Shares, the voting power and proportionate economic interest of ECP's existing shareholders (and, indirectly, of Noteholders) would be diluted.

ECP may undertake additional offerings of securities in the future. The ECP Note Terms provide for an adjustment to the Conversion Price in relation to only a limited class of future offerings of securities or in situations where it is lawful to do so (refer to ECP Note Terms described in section 9).

The ECP Notes are subject to changes in Australian tax law

Any future changes in Australian tax law, including changes in interpretation or application of the law by the courts or taxation authorities in Australia, may affect the taxation treatment of the acquisition, holding, Conversion or disposal of ECP Notes.

Noteholders have no voting rights

There is a risk that Noteholders may be affected by corporate decisions made by ECP. Noteholders have no voting or other rights in relation to the Ordinary Shares until Ordinary Shares

are issued to them. In addition, ECP Notes do not confer on Noteholders any right to subscribe for new securities in ECP or to participate in any bonus issue of securities. The rights attaching to Ordinary Shares, if Ordinary Shares are issued, will be the rights attaching to Ordinary Shares at that time. Noteholders have no right to vote on or otherwise to approve any changes to the Constitution in relation to the Ordinary Shares that may be issued to them upon Conversion. Therefore, Noteholders will not be able to influence decisions that may have adverse consequences for them.

Modifications and waivers

ECP may in certain circumstances amend the ECP Note Terms and the ECP Trust Deed without the consent of Noteholders (refer to clause 9.11 of the ECP Note Terms).

ECP may only amend the ECP Note Terms or the ECP Trust Deed in other circumstances if the amendment has been approved by a Noteholder Resolution or (where required under the Meeting Provisions) a Special Resolution of Noteholders. There is a risk that an amendment of the ECP Note Terms or the ECP Trust Deed will be made, and with which Noteholders may not agree.

Noteholders have limited means to enforce their rights under the ECP Notes and ECP Trust Deed

The ECP Note Terms provide that rights under the ECP Notes and the ECP Trust Deed may generally only be enforced by the Trustee and not by the Noteholders directly. Noteholders must therefore rely on enforcement by the Trustee, except in certain circumstances where the Trustee has failed to take action after being requested by Noteholders to do so.

Noteholders may, by Noteholder or Special Resolution, waive breaches or amend the ECP Trust Deed. A Noteholder with a large holding of ECP Notes may influence the outcome of any such vote.

Lack of a public market for the ECP Notes

The ECP Notes are a new issue of securities for which there is currently no established trading market and one may never develop. ECP will seek quotation of the ECP Notes on the ASX to permit on-market trading of the ECP Notes in Australia.

Any trading market for ECP Notes may be less liquid than the market for Ordinary Shares. Illiquidity may have an adverse effect on the market value of ECP Notes.

If an active trading market were to develop, the ECP Notes could trade at a price that may be lower than the Issue Price of the ECP Notes. Whether or not the ECP Notes will trade at lower prices depends on many factors, including:

- (a) prevailing interest rates and the market for similar securities;
- (b) general economic, market and political conditions;
- (c) ECP's financial condition, financial performance and future prospects as well as the market price and volatility of the Ordinary Shares;

- (d) the publication of earnings estimates or other research reports and speculation in the press or investment community;
- (e) trading activity of individual Noteholders; and
- (f) changes in the industry and competition affecting ECP.

There can be no assurance that investors will be able to buy or sell ECP Notes on the ASX at a price acceptable to them, or at all.

ECP Notes are unrated

ECP Notes are unrated. The market price and liquidity of an unrated security may be adversely affected compared to securities that are rated.

Market price of the ECP Notes may fluctuate

ECP will apply for quotation of ECP Notes on ASX, but ECP is unable to forecast the market price and liquidity of the market for ECP Notes. The market price for the ECP Notes may fluctuate due to various factors, including:

- (a) operating results of ECP that vary from expectations of securities analysts and investors;
- (b) changes in expectations as to ECP's future financial performance, including financial estimates by securities analysts and investors;
- (c) announcement of acquisitions, strategic partnerships, joint ventures or capital commitments by ECP or its competitors;
- (d) changes in the market price of Ordinary Shares;
- (e) macroeconomic conditions, interest rates, credit spreads on other corporate securities, general movements in the Australian and international equity markets;
- (f) other major Australian and international events such as hostilities and tensions, health pandemics and acts of terrorism; and
- (g) other factors beyond the control of ECP and its Directors.

It is possible that ECP Notes will trade at a market price above or below the Face Value as a result of these and other factors. As a result, Noteholders who wish to sell their ECP Notes may be unable to do so at an acceptable price (if at all). Additionally, this may result in greater volatility in the market price of the ECP Notes than would be expected for non-convertible debt securities. Where markets are volatile, there is the potential for fluctuations in the price of securities, sometimes markedly and over a short period. Investing in volatile conditions implies a greater level of volatility risk for investors than an investment in a more stable market.

Inflation risk

An increase in the inflation rate may erode in real terms the value of the capital invested in ECP Notes. It may also negatively impact the profitability of the companies in which ECP invests and the market value of the shares of those companies.

4.2 Risks associated with ECP

Key risks relating to ECP are set out below. It is not, however, possible to describe all the risks to which ECP may become subject and which may impact adversely on ECP's prospects and performance.

Market risk

There is a risk that investments that form part of ECP's investment portfolio may fall in value over short or extended periods of time due to movements in the broader equity market. Noteholders are exposed to this risk both through their holdings as well as through ECP's investment portfolio. A prolonged decline in macroeconomic conditions (such as increased and sustained unemployment, subdued consumer confidence, economic recessions, downturns or extended periods of uncertainty or volatility) may adversely impact the value and liquidity of ECP's securities (including the ECP Notes) and may also adversely affect the value of shares held by ECP in any of its portfolio companies which may adversely impact the value of ECP's NTA per Ordinary Share.

Equity investment risks

As ECP is a LIC that seeks to invest in Australian listed companies, ECP is exposed to risks inherently associated with investing in listed securities, including:

- (a) the performance of the companies in which ECP invests;
- (b) the level of dividend payments made by the companies in which ECP invests;
- (c) the market prices of the securities in which ECP invests;
- (d) the market liquidity of the securities in which ECP invests;
- (e) the size of ECP's investment portfolio; and
- (f) the ability to diversify risk.

Economic risk

The investment returns of ECP's investment portfolio are influenced by market factors including changes in the economic conditions (e.g. changes in interest rates and inflation), changes in the financial markets, changes to the legislative and political environment, as well as changes in investor sentiment.

In addition, unexpected and unpredictable events affecting the economy (for example, natural disasters, pandemic outbreaks, acts of terrorism and war) could add to wider equity market volatility.

Regulatory risk

ECP is exposed to the risk of changes to applicable laws and regulations or their interpretation, which could have a negative effect on ECP, its investments or returns to shareholders and ECP is also exposed to risks of non-compliance with reporting or other legal obligations.

Investment strategy risk

The success and profitability of ECP significantly depends on the ability of the Investment Manager to successfully and profitably manage ECP's investment portfolio and invest in securities that have the ability to generate a return for ECP. There is a risk that the Investment Manager may fail to make investments that generate a return and may make investments that lose money.

Reputational risk

There is a risk of impairment of ECP's reputation arising from factors which could include poor performance, failure to meet regulatory obligations, involvement in public controversy in companies in which it invests or other high-profile issues, shareholder dissatisfaction, inappropriate director remuneration or contagion from reputational concerns of other LICs.

Industry risk

There are industry risk factors that may affect the future operations or performance of ECP. These factors are outside the control of ECP. Such factors include increased regulatory and compliance costs and variations in legislation and government policies generally.

Key person risk

ECP is exposed to the risk that the Investment Manager may cease to manage ECP's investment portfolio. The ability of the Investment Manager to continue to manage the Company's investment portfolio is dependent on a range of factors including, the maintenance of its AFSL authorisation, its continued solvency and the retention of its investment team. The loss of key personnel within the Investment Manager could have a negative effect on the performance of the Investment Manager and ECP.

5 AUSTRALIAN TAXATION IMPLICATIONS

This section contains a general description of the Australian tax consequences of acquiring, holding, converting or disposing of the ECP Notes.

The description applies only to Noteholders who are individuals who are not otherwise associates of ECP and who acquire, hold and dispose of the ECP Notes on capital account. It does not apply to Noteholders which are companies, trusts or other types of entities and it does not apply to Noteholders who acquire, hold or dispose of the ECP Notes as part of the conduct or carrying on of a business (in any jurisdiction), or who otherwise hold the ECP Notes on revenue account or as trading stock nor to Noteholders who are subject to the taxation of financial arrangements rules contained in Division 230 of the Tax Act in relation to gains and losses on their ECP Notes.

The actual taxation consequences of acquiring, holding and disposing of the ECP Notes will vary depending upon the particular circumstances of each Noteholder. Therefore, prospective Noteholders should obtain independent professional advice relating to their own specific circumstances and they should not rely on the summary below.

This summary assumes that all relevant transactions are carried out in the manner described in this Prospectus and is based upon the law and the commonly understood administrative practices of the Australian Taxation Office (**ATO**) as in effect at the date of this Prospectus. Prospective investors should note that taxation law and its interpretation is subject to change and is open to challenge. Prospective investors should treat the following comments as a guide only. No ruling has been sought from the ATO to confirm the views below.

5.1 ECP Notes as debt interests

The ECP Notes should be ‘debt interests’ issued by ECP, notwithstanding that the Noteholders will have the right to convert their ECP Notes into Ordinary Shares in ECP in accordance with the ECP Note Terms. Therefore, interest payable on the ECP Notes should not be frankable distributions for tax purposes but treated as interest, as discussed below.

5.2 Australian resident individuals

Payments of interest

Payments of interest in respect of the ECP Notes should be included in the assessable income of Noteholders who are residents of Australia for Australian income tax purposes, generally in the year of income in which the payments are received and will be subject to tax at the Noteholders’ marginal rate.

Noteholders are not required to quote their tax file number to ECP in connection with their acquisition of the ECP Notes, but ECP may be required to withhold and remit to the ATO a portion (as at the date of this Prospectus, 47%) of any interest payable on the ECP Notes to a Noteholder who has not validly quoted their tax file number in connection with their acquisition of the ECP Notes (or provided evidence of an applicable exemption from withholding). Where withholding is required, the Noteholder would be entitled to claim from the ATO a credit for the amount which ECP withheld from that Noteholder and remitted to the ATO.

No additional amounts are payable to a Noteholder if withholding is required because that Noteholder did not validly quote a tax file number or provide evidence of an applicable exemption.

Sale or redemption of ECP Notes

The ECP Notes held by Australian resident individuals should be subject to the rules applicable to traditional securities because the ECP Notes will not be issued at a discount to their face value, nor do they have any deferred income features such as indexation of invested capital.

Therefore, any gain made on the sale or redemption of the ECP Notes (where the amount received on sale or redemption exceeds the cost of subscribing for or purchasing the ECP Notes), should be included in the assessable income of the Australian resident Noteholder, usually in the year of income in which the Noteholder becomes entitled to receive the proceeds of sale or the redemption amount. In those circumstances, the gain would generally not be subject to the capital gains tax (**CGT**) provisions and the CGT discount would not apply, even if the ECP Notes were held for more than 12 months.

Any loss made by an Australian resident individual Noteholder from the sale or redemption of the ECP Notes (where the amount received on sale or redemption is less than the cost of subscribing for or purchasing the ECP Notes) should generally be an allowable deduction, subject to certain exceptions, usually in the year of income in which the Noteholder becomes entitled to receive the proceeds of sale or the redemption amount. Noteholders should seek their own advice regarding their entitlement to a deduction for any loss made from the sale or redemption of the ECP Notes.

Conversion to Ordinary Shares

A Noteholder of an ECP Note may request Conversion of the ECP Note into Ordinary Shares. The Conversion would generally be ignored for the purposes of both the traditional securities rules described above and the CGT rules, such that there will be no taxing point (and no gain or loss) at the time of Conversion under those rules. Instead, the Ordinary Shares acquired pursuant to the Conversion will be treated as having a cost base that is, in broad terms, equal to the cost base of the ECP Notes at the time of Conversion, plus any amount paid on Conversion (where applicable).

Any gain or loss on the ultimate disposal of the Ordinary Shares held on capital account will be subject to the CGT provisions.

A Noteholder will be taken to have acquired the Ordinary Shares acquired pursuant to a Conversion at the time of the Conversion.

The acquisition date of the Ordinary Shares for CGT purposes will not be determined by reference to the date of the acquisition of the ECP Notes. Therefore, the Ordinary Shares would need to be held for a further 12 months from the time of Conversion in order to be eligible for any available CGT discount. Noteholders should seek their own advice regarding their entitlement to the CGT discount upon an ultimate disposal of any Ordinary Shares acquired pursuant to a Conversion.

5.3 Other taxes

Noteholders will generally not be subject to any Australian goods and services tax or stamp duties in any Australian State or Territory in respect of their acquisition, holding, sale, redemption or Conversion of ECP Notes or the receipt of interest payable on ECP Notes.

6 MATERIAL AGREEMENTS

6.1 Key documents

The Board considers that certain agreements relating to ECP are significant to the Offer, the operations of ECP or may be relevant to investors. A description of material agreements or arrangements, together with a summary of the more important details of each of these agreements is set out below.

6.2 Investment management agreement

The management of ECP's investment portfolio is undertaken by ECP Asset Management.

The Company's portfolio of investments comprises companies whose operations cover a wide spectrum of business activities and the portfolio is constructed from the perspective of a business owner, by investing in well managed companies and not simply by tracking the index weighting of various component stocks.

There is a management fee of 1% p.a. on the portfolio net asset value of the Company, payable monthly. In addition, the Investment Manager receives a performance based fee payable annually in arrears if the Company's investments outperform an absolute return of 8% based on annual returns and subject to a high-water mark. If the Company's net performance is less than 8%, no performance fee is payable ensuring the Investment Manager is focused on absolute returns to Shareholders.

Mr Jared Pohl is a Director of ECP Asset Management Pty Ltd. ECP Asset Management is an authorised representative of EC Pohl & Co Pty Ltd, which holds an AFSL.

6.3 Constitution

The following is a summary of the major provisions of the Company's constitution:

(a) Meeting procedures

Each Shareholder, the Directors, the ASX and the auditor of the Company are entitled to receive notice of any general meeting of the Company. The Company is obliged to convene and hold an annual general meeting once every year within 5 months of the end of the Company's financial year.

(b) Rights of Shareholders

Each Shareholder has the right to receive notices of and to attend general meetings of the Company. The Shares in the Company carry the right to cast one vote on a show of hands and, on a poll, one vote for each fully paid Share held, and for each partly paid Share held, a vote having the same proportionate value as the proportion to which the Shares have been paid up. Voting may be in person or by proxy, attorney or representative.

All Shares rank, in a winding up of the Company and entitlement to dividends, equally with each other in proportion to the amount paid up or deemed to be paid up on the Shares.

Shareholders have the right, on a winding up of the Company, to participate in surplus assets and profits of the Company equally with each other in proportion to the number of Shares held by them.

(c) Dividends

Subject to the rights of or restrictions on the holders of Shares created or raised under any special arrangements as to dividends, the Directors may from time to time declare a dividend, which is payable on all Shares in proportion to the amount of capital paid up on the Shares. No dividends are payable except out of the profits of the Company.

(d) Alteration of rights

At present, the Company only has Ordinary Shares on issue and has no current plans to create further classes of shares. The rights and restrictions attaching to a class of shares in the Company can only be altered with the consent of a special resolution passed at a separate meeting of the holders of that class of shares by 75% of those holders who, being entitled to do so, vote at that meeting or with the written consent of shareholders with at least 75% of votes in the class.

(e) Right to refuse registration of transfer

The Directors may refuse to register a transfer of securities of the Company as permitted by the Listing Rules or the ASTC Settlement Rules including where the transfer is not in registrable form, the company has a lien on any of the shares transferred or the transfer is not permitted under the terms of an employee share plan.

(f) Directors' remuneration

The Directors are to be paid out of the funds of the Company as remuneration for their services as directors such amount as the Company in general meeting determines, to be divided among them as they agree or in default of agreement equally. The Directors' remuneration may not be increased except at a general meeting.

Any Director who serves or devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a director, or who at the request of the Board engages in any journey on the business of the Company, may be paid extra remuneration as determined by the Board.

Every Director is entitled to be paid from Company funds all reasonable travel, accommodation and other expenses incurred by the Director in attending meetings of the Company or of the Board or of any committees or while engaged on the business of the Company. Any Director may be paid a retirement benefit, as determined by the Board, in accordance with the Law and the Listing Rules.

(g) Partial takeover bids

Subject to the Law and Listing Rules, the Company may prohibit registration of transfers purporting to accept partial takeover offers unless and until a resolution of the Company has been passed approving the offers in accordance with the provisions of the constitution.

6.4 Offer Management Mandate

ECP and the Lead Manager have entered into the Offer Management Mandate dated 24 February 2022 pursuant to which the Lead Manager will manage and act as sole book runner for the Offer. ECP has also appointed Taylor Collison Limited as the Authorised Intermediary (for the purposes of section 911A(2)(b) of the Corporations Act) to make offers to arrange for the issue of the ECP Notes under the Offer.

Fees and expenses

In consideration for management services provided to the Company in relation to the Offer, the Company will pay the Lead Manager \$100,000 (plus GST).

In addition, the Lead Manager will be paid an application fee of 1.25% (plus GST) of the total proceeds of the Broker Firm Offer raised by the Lead Manager and its associated Brokers from participating Wholesale and Sophisticated Clients and Retail Clients.

The Company has agreed to pay or reimburse the Lead Manager for all reasonable legal costs and expenses incurred by them in connection with the Offer, of up to \$2,000 (plus GST and disbursements), as well as other additional out of pocket expenses.

6.5 ECP Trust Deed

ECP will enter into the ECP Trust Deed with Equity Trustees Limited ACN 004 031 298 (as **Trustee**) on or about the date of this Prospectus. The Trustee has agreed to act as trustee of the assets and rights held on trust for the benefit for itself and the Noteholders pursuant to the terms of the ECP Trust Deed.

The ECP Trust Deed governs the terms and conditions on which the ECP Notes are to be issued and is subject to the Corporations Act and the Listing Rules. Schedule 2 to the ECP Trust Deed contains the ECP Note Terms. The ECP Note Terms are also set out in section 9 of this prospectus.

The following is a summary of the material provisions of the ECP Trust Deed. To obtain a complete understanding of the ECP Trust Deed it is necessary to read it in full. A complete copy of the ECP Trust Deed is available for inspection, without charge, during normal office hours at the registered office of ECP at Level 4, 388 George Street, Sydney, New South Wales 2000 within 7 days after lodgement of this Prospectus.

Legal nature of the ECP Notes

The ECP Trust Deed provides that the ECP Notes:

- (a) constitute separate and independent acknowledgments of the indebtedness of ECP;
- (b) are direct, unsecured and unsubordinated obligations of ECP;
- (c) are convertible into Ordinary Shares on and in accordance with the ECP Note Terms;
- (d) confer no rights on Noteholders to participate in the profits or property of ECP, except as set out in the ECP Note Terms and the ECP Trust Deed;

- (e) rank equally and without any preference amongst themselves and at least equally with all other present and future unsubordinated and unsecured obligations of ECP as described in the ECP Note Terms;
- (f) are 'unsecured notes' for the purposes of section 283BH of the Corporations Act; and
- (g) do not carry a right to vote at any general meeting, unless provided for by the Listing Rules or the Corporations Act.

ECP's obligations in relation to the ECP Notes, as constituted by and specified in the ECP Trust Deed, are to the Trustee and to those persons who are registered as Noteholders. Certificates in respect of the ECP Notes will not be issued unless ECP determines that certificates should be made available or are required to be made available by law.

To the extent of any inconsistency between the ECP Note Terms and the ECP Trust Deed, the ECP Note Terms will prevail to the extent permitted by law.

ECP's undertakings

Under the ECP Trust Deed, ECP undertakes that it will among other things:

- (a) comply with the ECP Trust Deed and the ECP Note Terms;
- (b) comply with its reporting obligations to the Trustee, the Noteholders and ASIC under the Corporations Act, the Listing Rules and the ASX Settlement Operating Rules (as applicable);
- (c) carry on and conduct its business in a proper and efficient manner;
- (d) notify the Trustee after it becomes aware of an Event of Default or a breach by ECP of Chapter 2L of the Corporations Act;
- (e) pay all Moneys Owing (as defined in the ECP Trust Deed) to the Noteholders from time to time as and when due in accordance with the ECP Trust Deed and ECP Note Terms;
- (f) provide to the Trustee and to each Noteholder who requests it, a copy of ECP's audited financial statements in respect of each financial year;
- (g) make all of its financial and other records available for inspection by the Trustee, and provide the Trustee, and any auditors appointed by the Trustee to carry out the inspection, any information, explanations or other assistance which they may reasonably require about matters relating to those records;
- (h) promptly give the Trustee copies of all documents and notices given to Noteholders and any annual reports produced;
- (i) use all reasonable endeavours and furnish any documents, information and undertakings as may be reasonably necessary in order to ensure that the ECP Notes are, and until redeemed, converted or

purchased by ECP and cancelled, remain, quoted on ASX; and

- (j) do anything reasonably requested by the Trustee to enable the Trustee to comply with its obligations under the ECP Trust Deed, the Corporations Act (or any other laws binding on the Trustee with respect to the ECP Note Trust or the ECP Notes) and the Listing Rules.

Trustee's undertakings

Under the ECP Trust Deed, the Trustee undertakes that it will, among other things:

- (a) fulfil its duties under Chapter 2L of the Corporations Act;
- (b) act honestly and in good faith and comply with all applicable laws in performing its duties and in the exercise of its discretions under the ECP Trust Deed and the ECP Note Terms;
- (c) exercise such diligence and prudence as a person carrying on the business of a professional trustee would exercise in performing its duties and in the exercise of its discretions under the ECP Trust Deed and the ECP Note Terms.

Powers of the Trustee

In addition to those powers arising under law, the Trustee has certain powers and discretions as set out in the ECP Trust Deed, including (subject to certain limitations specified in the ECP Trust Deed) the power:

- (a) to waive any breach or proposed breach (including an Event of Default or other default) by ECP under the ECP Trust Deed or the ECP Note Terms, if in the opinion of the Trustee the interests of the Noteholders will not be materially prejudiced by such waiver;
- (b) to delegate the exercise of any right power, authority or discretion conferred on the Trustee by the ECP Trust Deed or by law; and
- (c) to amend the ECP Trust Deed or the ECP Note Terms by agreement with ECP (depending on circumstances set out in the ECP Trust Deed and the ECP Note Terms, with or without the consent of the Noteholders).

Subject to the Corporations Act and always acting in good faith to the Noteholders, the Trustee and any Related Body Corporate of the Trustee may, among other things, without in any such case being liable to account to any trust, ECP or to any Noteholder, hold ECP Notes and may deal in any capacity with ECP or with any Related Body Corporate of ECP.

Limited liability of the Trustee

The liability of the Trustee is limited in the manner set out in the ECP Trust Deed. The Trustee will not be liable to ECP, a Noteholder or any other person except in the case of the Trustee's fraud, negligence or wilful default. The ECP Trust Deed contains various provisions which, subject to the Corporations Act, entitle the Trustee to make assumptions as to various matters, rely on information, statements and opinions provided to it and exercise various other discretions.

Indemnity of the Trustee

The Trustee will be indemnified for all fees, costs, losses, liabilities, claims, demands, Taxes (as defined in the ECP Trust Deed) and expenses incurred by the Trustee in the execution of the ECP Note Trust, the performance of, or the exercise of any of the powers, rights, authorities or discretions vested in the Trustee under the ECP Trust Deed or the ECP Note Terms, except to the extent that such costs, losses, liabilities, claims, demands, Taxes and expenses arise out of the Trustee's fraud, negligence or wilful default or breach of section 283DA of the Corporations Act, or any Taxes (excluding any GST) imposed on the Trustee's remuneration for its services as trustee.

Enforcement by Trustee

Only the Trustee is entitled to enforce the ECP Trust Deed or the ECP Note Terms, except in the circumstances described below. The Trustee is not required to notify any person of the occurrence of any default or breach of the ECP Trust Deed or the ECP Notes.

Enforcement on direction by Noteholders

The Trustee is only obliged to take action in relation to an Event of Default or to otherwise enforce the ECP Trust Deed or the ECP Note Terms where all the following conditions are met:

- (a) the Trustee has been directed to take that action by a Noteholder Resolution (or, if required by, a Special Resolution) (ignoring any ECP Notes held by or on behalf of ECP and not cancelled);
- (b) the Trustee is indemnified and/or secured to its satisfaction;
- (c) such action is permitted under the ECP Trust Deed and the ECP Note Terms;
- (d) the Trustee liability for taking such action is limited in a manner consistent with section 283DC of the Corporations Act; and
- (e) the Trustee is not restricted or prohibited from taking such action by any order of any competent court or any applicable law.

Enforcement by Noteholders

No Noteholder is entitled to commence any action or proceedings directly against ECP to enforce any right, power or remedy under the ECP Note Terms or the ECP Trust Deed unless:

- (a) the Trustee, having become bound to proceed in accordance with the ECP Trust Deed and the ECP Note Terms, fails to do so within 14 days and that failure is continuing; or
- (b) 30 Business Days have lapsed since the date on which one or more Noteholders gave notice to the Trustee that they intend to commence such action or proceedings and the Trustee has not commenced such action or proceedings notwithstanding a request from such Noteholders to do so.

Any such action must be brought in the name of the Noteholders and not the Trustee.

Appointment of Trustee and declaration

The Trustee is appointed to hold on trust for Noteholders:

- (a) the right to enforce ECP's duty to repay the ECP Notes;
- (b) the right to enforce ECP's obligation to pay all other Moneys Owing in respect of the ECP Notes;
- (c) the right to enforce any other duties that ECP has under the ECP Trust Deed, the ECP Note Terms or Chapter 2L of the Corporations Act; and
- (d) any other powers and property which the Trustee may receive or which may be vested in the Trustee.

Each Noteholder (and any person claiming through or under a Noteholder) is bound by, and is taken to have notice of, the ECP Trust Deed and the ECP Note Terms and to have irrevocably authorised the Trustee to enter into the ECP Trust Deed and to exercise its rights under the ECP Trust Deed, the ECP Note Terms and Chapter 2L of the Corporations Act, in its capacity as trustee. It is a condition of receiving any of the rights or benefits under a Note that a Noteholder complies with the ECP Trust Deed and the ECP Note Terms.

Meetings of Noteholders

Subject to the Corporations Act, the Trustee or ECP may at any time convene a meeting of Noteholders. ECP must convene such meeting on receipt of a direction in writing by Noteholders of at least 10% or more of the aggregate Face Value of the ECP Notes then outstanding.

A meeting of Noteholders has the power to:

- (a) by Special Resolution, amongst other things, approve certain amendments to the ECP Note Terms or the ECP Trust Deed or subject to the provisions of the ECP Note Terms and the ECP Trust Deed, give any release or waiver in respect of anything done or omitted to be done by ECP or any breach or default by ECP; and
- (b) by a Noteholder Resolution, give directions to the Trustee to do anything for which a Special Resolution is not required by the ECP Note Terms or the ECP Trust Deed.

A resolution duly passed at a meeting of Noteholders held in accordance with the ECP Trust Deed is binding on all Noteholders whether or not they are present or voting at the meeting. The ECP Trust Deed may also be amended without the approval of Noteholders in certain circumstances, as described in the ECP Note Terms.

Retirement and removal

The Trustee may retire by giving notice to ECP, which will not be effective until the day upon which the appointment of a new Trustee becomes effective. The Trustee may also be removed by ECP in various circumstances. Any removal of the Trustee will only take effect upon the appointment of a new Trustee.

Registrar

The ECP Trust Deed contains arrangements relating to the maintenance of the Register of Noteholders. ECP, the Trustee and the Registrar may treat Noteholders as the absolute beneficial owners of Notes held by them and despite any notice of ownership, trust or interest in the ECP Note.

6.6 Documents available for inspection

Copies of the following documents are available for inspection during normal office hours at the registered office of the Company for 13 months after the date of this Prospectus:

- (a) the constitution of ECP Emerging Growth; and
- (b) the consents to the issue of this Prospectus.

7 ADDITIONAL INFORMATION

7.1 Offer subject to Shareholder Approval

The Offer is conditional on ECP obtaining Shareholder Approval under Listing Rule 7.1.

Listing Rule 7.1 prohibits, subject to certain exceptions, a company from issuing or agreeing to issue equity securities that would represent more than 15% of the company's ordinary securities on issue 12 months prior to the date of issue (or agreement to issue) of such securities, without prior approval of a company's shareholders (**Listing Rule 7.1 Capacity**).

As the Ordinary Shares that may be issued on conversion of the ECP Notes to be offered under the Offer would exceed ECP's Listing Rule 7.1 Capacity, Shareholder Approval is required to be obtained prior to the issue of the ECP Notes.

If Shareholder Approval is granted, the issue of the ECP Notes will be excluded from ECP's Listing Rule 7.1 Capacity. This will provide ECP with flexibility to issue further securities in the next 12 months, if the Board considers it is in the interests of the Company and its Shareholders to do so.

Shareholder Approval will be sought at an extraordinary general meeting of Shareholders. The notice of meeting will be despatched to Shareholders on or about 4 March 2022.

If Shareholder Approval is not obtained, ECP will not proceed with the Offer, no ECP Notes will be issued and Application Monies will be returned to Applicants without interest.

Shareholder Approval will also be sought under Listing Rule 10.11 to enable the Directors to acquire ECP Notes under the Offer. The Directors' participation in the Offer is subject to such approval being obtained.

7.2 No breaches of loan covenants or debt obligations

ECP has not breached any loan covenants or capital market debt obligations in the two years prior to the date of this Prospectus.

7.3 Compliance with chapter 2M and section 674 of the Corporations Act

As at the date of this Prospectus, ECP has complied with the provisions of Chapter 2M of the Corporations Act as they apply to ECP and with section 674 of the Corporations Act.

7.4 Continuous reporting and disclosure obligations

This Prospectus is a transaction specific prospectus issued by ECP in accordance with the applicable provisions of the Corporations Act for a prospectus for continuously quoted securities. It has been prepared in accordance with section 713 of the Corporations Act and ASIC Corporations (Offers of Convertibles) Instrument 2016/83.

In general terms, a transaction specific prospectus is only required to contain information about the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information about all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

The Company is subject to regular reporting and disclosure obligations because it is a 'disclosing entity' for the purposes of the Corporations Act. Additionally, as a listed company, ECP Emerging Growth is subject to the Listing Rules which require disclosure to ASX of any information the Company has which a reasonable person would expect to have a material effect on the price or value of its Shares.

Section 713 of the Corporations Act (as modified by ASIC Corporations (Offers of Convertibles) Instrument 2016/83) enables a company to issue a transaction specific prospectus where the securities offered are continuously quoted securities (within the meaning of that term in the Corporations Act) or securities convertible into continuously quoted securities. This generally means that the relevant securities are in a class of securities that were quoted enhanced disclosure securities at all times during the 3 months before the date of the prospectus and that, during the 12 months before the date of the prospectus, the issuing company was not exempted from the continuous disclosure regime and disclosing entity requirements provided for under the Corporations Act and the Listing Rules.

The content requirements for a transaction specific prospectus under Section 713 of the Corporations Act require that the prospectus contain:

- (a) information regarding the effect of the Offer on ECP;
- (b) information regarding the rights and liabilities attaching to the ECP Notes and the Ordinary Shares (underlying securities that the ECP Notes may be converted into);
- (c) statements detailing that, as a disclosing entity, ECP is subject to regular reporting and disclosure obligations, and that copies of documents lodged with ASIC in relation to ECP may be obtained from, or inspected at, an ASIC office; and
- (d) a statement informing people of their right to obtain a copy of certain financial documents and continuous disclosure notices, and noting that copies will be provided free of charge if requested during the application period for the prospectus.

ECP believes, after having made reasonable enquiry, that it has complied in full with, and has not been exempted from, the general and specific requirements of ASX (as applicable throughout the 12-month period prior to the date of this Prospectus) which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of the ASX making that information available to the stock market conducted by ASX.

To meet the specific disclosure requirements for a transaction specific prospectus set out in section 713(5) of the Corporations Act, the prospectus must also incorporate information if such information:

- (a) has been excluded from a continuous disclosure notice in accordance with the Listing Rules; and
- (b) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the body; and
 - (ii) the rights and liabilities attaching to the securities being offered.

The prospectus must contain this information only to the extent to which it is reasonable for investors and their professional advisors to expect to find such information in the prospectus.

In addition, ECP has committed to publish on its website at the end of each quarter, a copy of each 283BF Report (as soon as practicable after providing to the Trustee) and the LTV Ratio and the Conversion Price in respect of the ECP Notes.

Copies of ASX announcements are available on the ASX website or the Company's website at www.ecpam.com/emerging.

The Company's ASX announcements since 31 December 2021 to the date of this Prospectus are set out below.

Date	Announcements
5 January 2022	Monthly NTA - December 2021
14 January 2022	Shareholders' Quarterly Report - December 2021
17 January 2022	Change of Principal Place of Business
3 February 2022	Monthly NTA - January 2022
23 February 2022	Half-Yearly Report – Appendix 4D Statement
23 February 2022	2021 Half Year Report
23 February 2022	Dividend/Distribution - ECP
1 March 2022	Monthly NTA – February 2022

In addition, copies of documents lodged with ASIC in relation to the Company may be obtained from, or inspected at, an office of ASIC.

The information in the Annual Report, the Half Yearly Report and the ASX announcements described in the table above may be of interest to investors and their financial advisers as these documents contain information regarding the Company's financial position and operations that investors may consider relevant to any decision to apply for ECP Notes under the Offer.

The Directors rely upon section 712(3) of the Corporations Act with the inclusion by reference of:

- (a) the Annual Report and the Half Yearly Report; and
- (b) the Company's ASX announcements since 30 June 2021 set out in the table above,

for the purposes of section 711 of the Corporations Act.

The Company will give free of charge, to any person who requests it before the Record Date, a copy of the Annual Report, the Half Yearly Report and any continuous disclosure notices lodged by the Company from 30 June 2021 to the date of this Prospectus.

7.5 Rights attaching to ECP Notes

The rights attaching to ECP Notes are contained in the ECP Note Terms, which are contained in section 9.

7.6 Rights attaching to Ordinary Shares

The rights attaching to Ordinary Shares in the Company are set out in the Company's constitution and summarised in section 6.3 of this Prospectus.

7.7 Existing Options

As at the date of this Prospectus, the Company has no options on issue.

7.8 Ordinary Shares to be issued under the Company's Dividend Reinvestment Plan

On 23 February 2022, the Company declared for the six-month period ending 31 December 2021 a fully franked interim dividend of \$0.021 per Ordinary Share payable to all shareholders on the Company's register as at 1 March 2022.

The Company's Dividend Reinvestment Plan will apply to the interim dividend with the price determined based on the volume weighted average price of the Company's shares traded on the ASX during the five days prior to the close of trade on 1 March 2022.

Shareholders participating in the Dividend Reinvestment Plan will be issued Ordinary Shares in relation to the interim dividend on 15 March 2022.

7.9 Litigation

To the best of the Directors' knowledge and belief, no litigation, mediation, conciliation or administrative proceeding is taking place, pending or threatened against the Company.

7.10 Consents and disclaimers of responsibility

None of the parties referred to below has made any statement that is included in this Prospectus or any statement on which a statement made in this Prospectus is based, except as specified below. Each of the parties referred to below, to the maximum extent permitted by law, expressly disclaims, and takes no responsibility for, any part of this Prospectus, other than the reference to its name and the statement included in this Prospectus with the consent of that party, as specified below.

Taylor Collison Limited has given, and has not withdrawn, its written consent to be named as Lead Manager to the Offer in the form and context in which it is named.

McCullough Robertson has given, and has not withdrawn, its written consent to be named as lawyers to the Company in the form and context in which it is named.

Boardroom Pty Limited has given, and not withdrawn, its written consent to be named as share Registrar in the form and context in which it is named.

Equity Trustees Limited has given, and not withdrawn, its written consent to be named as Trustee in the form and context in which it is named.

7.11 Interests of Lead Manager

Other than as set out elsewhere in this Prospectus:

- (a) the Lead Manager has not, and have not had in the two years before lodgement of this Prospectus, any interest in:
 - (i) the formation or promotion of ECP Emerging Growth;
 - (ii) the offer of the ECP Notes; or
 - (iii) any property proposed to be acquired by ECP Emerging Growth in connection with the formation or promotion of ECP Emerging Growth or the offer of the ECP Notes; and
- (b) no amounts have been paid or agreed to be paid and no benefit has been given or agreed to be given, to the Lead Manager for services rendered by them in connection with the formation or promotion of ECP Emerging Growth or the offer of the ECP Notes.

7.12 Interests of experts and advisers

Except as set out in this Prospectus:

- (a) no person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus has any interest or has had any interest during the last two years:
 - (i) in the formation or promotion of ECP Emerging Growth;
 - (ii) in property acquired or proposed to be acquired by ECP Emerging Growth in connection with its formation or promotion or the offer of the ECP Notes; or
 - (iii) the offer of the ECP Notes; and
- (b) no amount has been paid or agreed to be paid, and no benefit has been given, or agreed to be given, to any person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus in connection with the services provided by the person in connection with the:
 - (i) formation or promotion of ECP Emerging Growth, or
 - (ii) offer of the ECP Notes.

Taylor Collison Limited has acted as Lead Manager to the Offer. Taylor Collison Limited will be paid fees, details of which are disclosed in section 6.4 of this Prospectus.

McCullough Robertson has acted as legal adviser to the Company for the Offer and has undertaken due diligence enquiries and provided legal advice on the Offer. McCullough Robertson will be paid an amount of \$35,000 for these services.

7.13 Substantial Shareholders

The following Shareholder holds a substantial holding in ECP Emerging Growth:

Shareholder	Shares	Percentage interest
EC Pohl & Co Pty Ltd ¹	5,372,565	29.33%

¹ Citicorp Nominees Pty Limited is the registered Shareholder of the Shares in which EC Pohl & Co Pty Ltd holds a relevant interest.

The table above shows the current shareholding of each substantial Shareholder as at the date of this Prospectus and not the position after taking up any ECP Notes.

7.14 Effect of Offer on control of the Company

As at the date of this Prospectus, EC Pohl & Co Pty Ltd holds voting power in the Company of 29.33%.

Section 606 of the Corporations Act prohibits a person from acquiring a relevant interest in issued voting shares in a listed company if the acquisition would result in that person or someone else's Voting Power increasing:

- (a) from 20% or below to more than 20%; or
- (b) from a starting point that is above 20% and below 90%.

The issuance of any ECP Notes to EC Pohl & Co Pty Ltd will not increase its relevant interest in the Company. Accordingly, it is not anticipated that the Offer will have any immediate impact on the control of the Company.

Any issuance of Shares to EC Pohl & Co Pty Ltd upon the conversion of ECP Notes will increase its relevant interest in the issued voting shares in the Company. Any such issuance shall therefore be subject to the Company complying with the Corporations Act at that time in respect of such issuance, which may include the requirement for the Company to seek the prior approval of Shareholders for the purposes of Chapter 6 of the Corporations Act.

7.15 Interests of Directors

Other than as set out above or elsewhere in this Prospectus:

- (a) no Director or proposed Director of ECP Emerging Growth has, or has had in the two years before lodgement of this Prospectus, any interest in:
 - (i) the formation or promotion of ECP Emerging Growth;
 - (ii) any property acquired or proposed to be acquired by ECP Emerging Growth in connection with the formation or promotion or the offer of the ECP Notes; or
 - (iii) the offer of the ECP Notes; and

Shareholdings

The Directors or their associates have a beneficial interest in the following securities at the date of this Prospectus:

Director	Shareholder	Existing Ordinary Shares	Existing Options
Mr Murray d'Almeida	Direct	10,304*	Nil
Mr David Crombie AM	Indirect	126,070*	Nil
Mr Jared Pohl	Indirect	15,000	Nil
Alternate Director			
Mr Scott Barrett	Direct & Indirect	10,382*	Nil

* The Company announced on 23 February 2022 a dividend of \$0.021 per Ordinary Share held as at 1 March 2022. The above noted Existing Ordinary Shares for Mr Murray d'Almedia, Mr David Crombie AM, and Mr Scott Barrett do not include any Ordinary Shares that those mentioned Directors are entitled to under the Company's dividend reinvestment plan and which are to be issued on 15 March 2022.

The Directors intend to apply for ECP Notes under the Offer. Shareholder Approval will also be sought under Listing Rule 10.11 to enable the Directors to acquire ECP Notes under the Offer. The Directors' participation in the Offer is subject to such approval being obtained.

- (b) no amounts have been paid or agreed to be paid and no benefit has been given or agreed to be given, to any Director or proposed Director of ECP Emerging Growth either:
 - (i) to induce him or her to become, or to qualify him or her as, a Director; or
 - (ii) otherwise for services rendered by him or her in connection with the formation or promotion of ECP Emerging Growth or the offer of the ECP Notes.

Transactions with related parties

Transactions with related parties are on normal commercial terms and conditions no more favourable than those available to other parties.

Mr Jared Pohl is a Director and employee of ECP Asset Management. The fees paid to ECP Asset Management (the Investment Manager) in accordance with the management service agreement are:

- ❖ A management fee of 1% per annum on the portfolio net assets of the Company paid monthly; and
- ❖ A performance fee of 20% of the amount by which the Company's net performance before tax exceeds the benchmark of 8% subject to a high water mark.

Payments to Directors

The constitution of ECP Emerging Growth provides that the Directors may be paid, as remuneration for their services, a sum set from time to time by the Shareholders in general meeting, with that sum to be divided among the Directors as they agree.

The maximum aggregate amount which has been approved by the Shareholders for payment to the Directors is \$200,000 per annum. The current directors' fees are \$45,000 per annum for the Chairman and \$40,000 per annum for each of the directors.

7.16 Expenses of the Offer

The total estimated expenses of the Offer payable by the Company including ASX and ASIC fees, offer management fees, accounting fees, legal fees, share registry fees, printing costs, public relations costs and other miscellaneous expenses are estimated to be \$380,494.

7.17 Remuneration of Trustee

Equity Trustees Limited has agreed to act as trustee of the ECP Note Trust in respect of the ECP Notes. The Trustee will be paid by way of a fee for its services such amounts as may be agreed between ECP and the Trustee from time to time. In this regard, the parties have agreed to an initial engagement fee of \$5,000 (excluding GST) and a minimum annual ongoing trustee fee of \$50,000 (excluding GST).

7.18 ASX waivers and approvals

ECP has received ASX confirmations in relation to the ECP Note Terms and the Offer that the ECP Note Terms are appropriate and equitable for the purposes of Listing Rule 6.1. No further ASX waivers or confirmations are required.

7.19 Other foreign jurisdictions

No action has been taken to register or qualify the ECP Notes or the Offer, or to otherwise permit a public offering of the ECP Notes, in any jurisdiction outside Australia.

The distribution of this Prospectus (including an electronic copy) in jurisdictions outside Australia may be restricted by law. If you come into possession of this Prospectus in jurisdictions outside Australia, then you should seek advice on, and observe, any such restrictions. If you fail to comply with such restrictions, that failure may constitute a violation of applicable securities laws. This Prospectus does not constitute an offer or invitation to apply for ECP Notes in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

This Prospectus may not be distributed to, or relied upon by, persons in the United States. The ECP Notes have not been, and will not be registered under the US Securities Act and may not be offered or sold in the United States or to US Persons except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws. This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of the ECP Notes in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful.

7.20 Electronic Prospectus

This Prospectus is available in electronic form at www.ecpam.com/emerging/notes-offer/. Any person receiving this Prospectus electronically will, on request, be sent a paper copy of the Prospectus by ECP Emerging Growth free of charge until the Closing Date.

The Application Form may only be distributed attached to a complete and unaltered copy of the Prospectus. The Application Form included with this Prospectus contains a declaration that the investor has personally received the complete and unaltered Prospectus before completing the Application Form.

ECP Emerging Growth will not accept a completed Application Form if it has reason to believe that the Applicant has not received a complete paper copy or electronic copy of the Prospectus or if it has reason to believe that the Application Form or electronic copy of the Prospectus has been altered in any way.

While ECP Emerging Growth believes that it is extremely unlikely that during the period of the Offer the electronic version of the Prospectus will be altered in any way, ECP Emerging Growth cannot give any absolute assurance that this will not occur.

Any investor in doubt about the validity or integrity of an electronic copy of the Prospectus should immediately request a paper copy of the Prospectus directly from ECP Emerging Growth or a financial adviser.

7.21 Privacy

Eligible Shareholders may be asked to give personal information to ECP Emerging Growth directly, and through the share registry, such as name, address, telephone and fax numbers, tax file number and account details. The Company and the share registry collect, hold and use that personal information to provide facilities and services to Eligible Shareholders and undertake administration. Access to information may be disclosed by the Company to its agents and service providers on the basis that they deal with the information under the *Privacy Act 1988* (Cth). The Company's privacy policy sets out how Shareholders may request access to and correction of their personal information held by or on behalf of the Company (by contacting the share registry), how Shareholders can complain about privacy related matters and how the Company responds to complaints.

8 HOW TO APPLY

8.1 Obtaining a prospectus and Application Form

During the Offer Period, an electronic version of this Prospectus with an Application Form will be available at www.ecpam.com/emerging/notes-offer/ and may be available through your Syndicate Broker.

This Prospectus is available to you electronically only if you are accessing and downloading or printing the electronic copy of the Prospectus in Australia. If you access this Prospectus electronically, you must download the entire Prospectus.

Applications pursuant to the Broker Firm Offer must be made through your Syndicate Broker. Please contact your Syndicate Broker for further information on the application process.

Eligible Participants may, during the Offer Period, request a paper copy of this Prospectus and an Application Form free of charge by contacting ECP on 07 5644 4406 (Monday to Friday 8:30am to 5:30pm, Brisbane time). However, Eligible Participants should note that Applications under the Priority Offer can only be made by completing the online Application Form and making a BPAY® payment in respect of the required application payment (see section 8.3).

Applications will only be considered where Applicants have applied pursuant to an Application Form (either electronic or paper) that was attached to, or accompanied by, a copy of this Prospectus, and have provided the Application Monies. You cannot withdraw your online Application once it has been lodged, except as permitted under the Corporations Act.

8.2 Applying for ECP notes

The Offer is comprised of:

- (a) the Priority Offer (see section 8.3); or
- (b) the Broker Firm Offer (see section 8.4).

Applications for ECP Notes pursuant to the Broker Firm Offer must be made through your Syndicate Broker. Please contact your Syndicate Broker for further information on the application process.

8.3 Priority Offer applications

The Priority Offer opens on 15 March 2022. The Closing Date for the Priority Offer is expected to be 1 April 2022.

The Priority Offer is open to Eligible Participants, being any person who has a registered address in Australia and who, as at the Priority Offer Record Date, was a shareholder in ECP Emerging Growth.

The Priority Offer is also open to any other party as determined by ECP in its discretion.

Applications for the Priority Offer must be made online. If you are an Eligible Participant, you can apply at www.ecpam.com/emerging/notes-offer/.

Instructions on how to complete the Application Form are provided online. As part of your application, you will be asked to provide your Priority Code which is contained within the Priority Offer email you will have received. Once you have completed your online Application Form, you will be required to complete your Application by making a BPAY® payment. You will be given a BPAY® biller code and unique Customer Reference Number for your Application. Follow the BPAY® instructions to complete your Application. If you do not make a BPAY® payment, your Application will be incomplete and will not be accepted by ECP.

Your completed online Application Form and Application Monies must be received by the Registrar by the Closing Date of the Priority Offer, which is expected to be 5.00pm on 1 April 2022.

8.4 Broker Firm Offer applications

The Broker Firm Offer opens on 15 March 2022. The Closing Date for the Broker Firm Offer is expected to be 1 April 2022 unless the allocation is exhausted earlier.

The Broker Firm Offer is open to Australian clients of Syndicate Brokers who are participating Wholesale and Sophisticated Clients and Retail Clients.

If you are a client of a Syndicate Broker, you must contact your broker directly for instructions as to how to participate in the Broker Firm Offer. You must contact your Syndicate Broker for their specific instructions on how to submit your Application Form and your Application Monies to your Syndicate Broker. Your Syndicate Broker must have received your completed Application Form and your Application Monies (as applicable) in time to arrange settlement on your behalf by the relevant closing date for the Broker Firm Offer. Your Syndicate Broker will act as your agent in processing your Application Form and providing your Application details and Application Monies to ECP.

8.5 Brokerage, commission and stamp duty

Applicants under the Broker Firm Offer may pay brokerage or other fees to their Broker in relation to their Application. Any such fees will be on terms agreed between the applicant and their Broker.

No brokerage, commission or stamp duty is payable by you on your Application under the Priority Offer. However, you may be required to pay brokerage if you sell ECP Notes on ASX after ECP Notes have been quoted on ASX.

8.6 Refunds

Applicants who are not allotted any ECP Notes, or are allotted fewer ECP Notes than the number applied and paid for as a result of a scale back, will have all or some of their Application Monies (as applicable) refunded (without interest) as soon as practicable after the Issue Date.

8.7 Minimum applications

Applications for ECP Notes must be for a minimum of 1,399 ECP Notes (approximately \$2,000).

8.8 Allocation policy

The basis of the allocations of ECP Notes between the Priority Offer and Broker Firm Offer will be determined by ECP, in agreement with the Lead Manager.

ECP will seek to provide Applicants under the Priority Offer with an allocation of at least 1,399 ECP Notes (where such Applicants have applied for 1,399 or more ECP Notes) on a reasonable endeavours basis. ECP does not guarantee any minimum allocation and the extent of any allocation will ultimately depend on the number of Applicants under the Priority Offer and total level of Applications under the Offer.

The allocation of ECP Notes within the Broker Firm Offer will be determined by ECP, in agreement with the Lead Manager.

Allocations to Broker Firm Applicants by a Syndicate Broker are at the discretion of that Syndicate Broker

8.9 Underwriting

The Offer is not underwritten.

8.10 Application to ASX for quotation of ECP notes

ECP will apply to ASX for ECP Notes to be quoted on ASX under the code 'ECPGA'.

If ASX does not grant permission for ECP Notes to be quoted by the Issue Date, ECP Notes will not be issued and all application payments will be refunded (without interest) to Applicants as soon as practicable.

8.11 CHESS and issuer sponsored holdings

ECP will apply for ECP Notes to participate in CHESS. No certificates will be issued for ECP Notes. ECP expects that Holding Statements for issuer sponsored holders and confirmations for CHESS holders will be despatched to Successful Applicants by 13 April 2022.

8.12 Provision of TFN and/or ABN

When your Holding Statement is mailed to you, you will also be mailed a form on which to provide your TFN and/or ABN should you wish to do so. The collection and quotation of TFNs and ABNs are authorised, and their use and disclosure is strictly regulated, by tax laws and the *Privacy Act 1988* (Cth).

9 NOTE TERMS

9.1 Form of Notes

9.1.1 Constitution and status

The Notes are unsecured and unsubordinated debt obligations of the Issuer constituted by, and owing under, the Trust Deed. Noteholders are entitled to the benefit of and are bound by the provisions of the Trust Deed and these Note Terms.

9.1.2 Form

The Notes are redeemable, unsecured, convertible notes of the Issuer issued in registered form by entry in the Register.

9.1.3 Face Value and Issue Price

- (a) Each Note is issued fully paid and with a Face Value of A\$1.43.
- (b) Each Note will be issued by the Issuer at an Issue Price of A\$1.43. The Issue Price must be paid in full on application.

9.1.4 Currency

The Notes are denominated in Australian dollars.

9.1.5 Quotation of Notes

The Issuer must use all reasonable endeavours and furnish any documents, information and undertakings as may be reasonably necessary in order to procure official quotation of:

- (a) the Notes; and
- (b) the Ordinary Shares issued on conversion of Notes,

on the ASX and to ensure such quotation of Notes is maintained until Redeemed, Converted or purchased by the Issuer and cancelled.

9.1.6 Clearing System

So long as the Notes are quoted on the ASX, the rights of a person holding an interest in the Notes are subject to the rules and regulations of the Clearing System.

9.1.7 Evidence of holdings

- (a) The Issuer or the Registrar (as applicable) must issue to each Noteholder a Statement of Holding in respect of the Notes inscribed in the Register in the relevant Noteholder's name, as soon as reasonably practicable after the Issue Date for those Notes. A Statement of Holding is no assurance or guarantee that any amounts will be paid to the Noteholder.
- (b) Certificates in respect of the Notes will not be issued unless the Issuer determines that certificates should be made available or are required to be made available by law.

9.1.8 Provision of Information by Noteholders

If requested by the Issuer, the Noteholders must provide information required by the Issuer or the Trustee in order to comply with any applicable law.

9.1.9 Unsecured notes

The Notes are unsecured notes for the purposes of section 283BH of the Corporations Act.

9.1.10 No other rights

Subject to these Note Terms and the Trust Deed, the Notes confer no rights on a Noteholder:

- (a) to become a Member of the Issuer;
- (b) to attend or vote at any meeting of Members of the Issuer, unless provided for by the ASX Listing Rules or the Corporations Act;
- (c) to subscribe for or participate in any new issue of securities by the Issuer; or
- (d) to otherwise participate in the profits or property of the Issuer, except as set out in these Note Terms or the Trust Deed.

9.2 Interest

9.2.1 Interest

Subject to and in accordance with this clause 9.2.1, each Note bears interest at the Interest Rate.

9.2.2 Period of accrual of Interest

Subject to clause 9.2.6, Interest accrues on the Face Value of each Note on and from the Issue Date for the Note at the applicable Interest Rate, and ceases to accrue Interest on the Maturity Date for the Note (or if the Note is Redeemed or Converted earlier, on the date the Note is so Redeemed or Converted).

9.2.3 Calculation of Interest payable

The Interest payable on each Note in respect of each Interest Period is the amount calculated in accordance with the following formula:

$$\text{Interest} = \frac{I \times \text{Face Value} \times N}{365}$$

Where:

N	means the number of days in the Interest Period; and
I	means the Interest Rate in respect of the Interest Period, subject to adjustment in accordance with clause 9.2.6,

provided that in respect of any Interest Period during which an LTV Ratio Event or an Event of Default has occurred or ceased to occur, the Interest Rate in respect of that Interest Period will be determined through the use of straight-line interpolation by reference to two rates based on the relevant Interest Rate, one of which shall be determined as if 'N' were the number of days in the relevant Interest Period prior to the occurrence (or ceasing to occur) of the relevant LTV Ratio Event or Event of Default (as applicable), and the other of which shall be determined as if 'N' were the number of days in the relevant Interest Period from and including the occurrence (or ceasing to occur) of the relevant LTV Ratio Event or Event of Default (as applicable).

9.2.4 Interest payments

The Interest payable in respect of each Interest Period is payable in arrears on the Interest Payment Date on which the relevant Interest Period ends. Any Interest payable on the Redemption Date or Conversion Date of a Note, will be payable as part of the Redemption Price or Conversion Amount (as applicable), for such Note.

9.2.5 Determination and notification of Interest Rate, Interest payable and other items

- (a) The Issuer must provide notice to the Trustee, the Registrar and the ASX of the following:

- (i) the amount of Interest payable in respect of each Interest Period, which notice must not be less than 4 Business Days before the Record Date in relation to the payment of that Interest; and

- (ii) any amendment to the amount referred to in clause 9.2.5(a)(i) above arising from any extension or reduction in an Interest Period or calculation period, which notice must be provided as soon as practicable after the relevant amendment.

- (b) The Issuer may amend its calculation or 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 any Interest Period or calculation period without prior notice but must notify the Trustee, the Registrar and the ASX after doing so.

9.2.6 Default interest

- (a) Other than where clause 9.2.6(b) applies, if an LTV Ratio Event occurs and is continuing, Interest accrues on the Face Value of each Note at the sum of the most recent Interest Rate plus a default rate of 2.0% per annum while the LTV Ratio Event continues.

- (b) If an Event of Default occurs and is continuing, Interest accrues on the Face Value of each Note at the sum of the most recent Interest Rate plus a default rate of 2.0% per annum while the relevant Event of Default continues.

9.2.7 Determination final

The determination by the Issuer of all amounts, rates and dates to be calculated or determined by it under these Note Terms is, in the absence of manifest or proven error, final and binding on the Issuer, the Trustee and each Noteholder.

9.2.8 Rounding

For the purposes of any calculations required under these Note Terms:

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);
- (b) all figures resulting from the calculations must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable to a Noteholder in respect of the Noteholder's aggregate holding of Notes must be rounded to the nearest one Australian cent (with 0.5 of a cent being rounded up to one cent).

9.3 Conversion

9.3.1 Conversion Right into Ordinary Shares

Subject to these Note Terms, each Noteholder has the right (**Conversion Right**) to convert any Note that it holds into a number of Ordinary Shares determined by the application of the following formula:

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

Where:

A	means the Conversion Amount in relation to the relevant Note; and
B	means the Conversion Price.

9.3.2 Conversion at Noteholder's election

- (a) Subject to clauses 9.3.2(b), 9.3.3 and 9.3.4 on any Business Day during the Conversion Period or after a Tax Redemption Notice has been given by the Issuer, a Noteholder may elect in its absolute discretion to convert some or all of the Notes held by it into Ordinary Shares by giving the Issuer (with a copy to the Registrar and the Trustee) a notice in writing (**Conversion Notice**):
- (i) specifying its intention to convert some or all of the Notes held by it; and
 - (ii) in the form set forth in Schedule 4 of the Trust Deed or as otherwise determined by the Issuer or required by the ASX Listing Rules.
- (b) The aggregate Face Value of Notes which are the subject of a Conversion Notice given by a Noteholder must be at least A\$10,000, or the aggregate Face Value of all Notes held by that Noteholder.

9.3.3 Conversion Notice

- (a) A Conversion Notice must:
- (i) be in writing;
 - (ii) specify the number of Notes to be converted; and
 - (iii) be signed by the Noteholder or an authorised representative or officer of the Noteholder.
- (b) Once a Conversion Notice has been given by a Noteholder:
- (i) the notice cannot be withdrawn without the written consent of the Issuer;
 - (ii) the Noteholder must not deal with, transfer, dispose or otherwise encumber any Notes which are the subject of the Conversion Notice; and

- (iii) the Noteholder must provide such evidence of title to the Notes which are the subject of the Conversion Notice as may be reasonably required by the Issuer and the Registrar.

9.3.4 Restrictions on Conversion Notices

- (a) Following receipt by a Noteholder of a Noteholder Redemption Event Notice or an Issuer Redemption Event Notice, a Noteholder may only give a Conversion Notice (for some or all of its Notes) if the relevant notice is:
- (i) a Noteholder Redemption Event Notice that specifies a Change of Control Event or a Delisting Event; or
 - (ii) a Tax Redemption Notice.
- (b) A Conversion Notice received by the Issuer 10 or more Business Days before an Interest Payment Date will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided such date is no later than the Interest Payment Date immediately following the date on which the Issuer has received the Conversion Notice.
- (c) If a Conversion Notice is received by the Issuer less than 10 Business Days before an Interest Payment Date, the Conversion Notice will be effective on such date as may be determined by the Issuer (in its absolute discretion), provided such date is no later than the second Interest Payment Date after the date on which the Issuer has received the Conversion Notice.
- (d) In no circumstances will a Conversion Notice be effective if:
- (i) prior to the Noteholder giving the Conversion Notice, a Noteholder has received a Tax Redemption Notice and the Conversion Notice is received by the Issuer less than 10 Business Days before the earlier of the last day of the Conversion Period and the Redemption Date specified in such Tax Redemption Notice;
 - (ii) prior to the Noteholder giving the Conversion Notice a Noteholder has exercised its rights under clause 9.4.6(a) to require the Notes to be Redeemed following a Change of Control Event or a Delisting Event, and the Conversion Notice is received by the Issuer less than 10 Business Days before the earlier of the last day of the Conversion Period and the relevant Noteholder Redemption Event Date; or
 - (iii) otherwise, the Conversion Notice is received by the Issuer less than 10 Business Days before the last day of the Conversion Period.

9.3.5 Effect of Conversion

On the Conversion Date of a Note held by a Noteholder:

- (a) the Note will be taken to have been Redeemed, and the Noteholder will be taken to have paid the Conversion Amount for that Note to the Issuer by way of subscription for the number of new Ordinary Shares into which the Notes are to be converted in accordance with clause 9.3.1 (Conversion Shares) at an issue price per Conversion Share that is equal to the Conversion Price in effect on the relevant Conversion Date;
- (b) the Issuer will be taken to have issued to the Noteholder, and must register the Noteholder as the Holder of, the Conversion Shares, and will notify the Trustee and Registrar accordingly;
- (c) the Noteholder will be deemed to have consented to be registered as the holder of the Conversion Shares in the register of Members;
- (d) the Issuer (or the Registrar, on the Issuer's behalf) will send a holding notice in respect of the Conversion Shares to the Noteholder at the address for the Noteholder shown in the Register at the close of business on the day which is five Business Days before the Conversion Date;
- (e) the Issuer must use all reasonable endeavours to procure and maintain quotation of the Conversion Shares on the ASX; and
- (f) upon issue of the Conversion Shares, all other rights conferred, or restrictions imposed by the Note under these Note Terms will no longer have effect.

9.3.6 Ranking of Conversion Shares

Each Conversion Share Issued on a Conversion Date will be fully paid and rank pari passu in all respects with all other fully paid Ordinary Shares on issue on the relevant Conversion Date, except the holder of the Conversion Share will not be entitled to any dividend or other distribution to which holders of Ordinary Shares are entitled that has not been paid as at the Conversion Date, where the applicable record date for determining such entitlements or other distributions occurred prior to the Conversion Date.

9.3.7 No fractional shares

No fractional Ordinary Shares will be issued on Conversion of a Note and no cash adjustment will be made. If the calculation under this clause 9.3 results in an entitlement to a number of Ordinary Shares which includes a fraction of a Share, the fraction will be disregarded.

9.3.8 Adjustments to Conversion Price for bonus issues

- (a) Subject to clause 9.3.8(b), if the Issuer makes a bonus issue of Ordinary Shares to the Shareholders generally, the Conversion Price will be adjusted immediately under the following formula:

$$CP = CPo \times \frac{RD}{(RD + RN)}$$

Where:

CP	means the Conversion Price applying immediately after the application of this formula;
CPo	means the Conversion Price applying immediately before the application of this formula;
RD	means the number of Ordinary Shares on issue immediately before the issue of new Ordinary Shares under the bonus issue; and
RN	means the number of Ordinary Shares issued under the bonus issue.

- (b) For the purpose of clause 9.3.8(a), an issue will be regarded as a bonus issue notwithstanding that the Issuer does not make offers to some or all Shareholders with registered addresses outside Australia, provided that in so doing the Issuer is not in contravention of the applicable ASX Listing Rules.
- (c) Such adjustment shall become effective on the date of the relevant bonus issue.

9.3.9 Adjustments to Conversion Price for off market buy-backs

- (a) Subject to clause 9.3.9(b), if the Issuer undertakes an off market buy-back under a buy-back scheme which but for any applicable restrictions on transfer would be generally available to Shareholders (or otherwise cancels Ordinary Shares for consideration), the Conversion Price will be adjusted immediately using the following formula:

$$CP = CPo \times \frac{1}{P} \times \frac{(BD \times P) - (BN \times A)}{(BD - BN)}$$

Where:

CP	means the Conversion Price applying immediately after the application of this formula;
CPo	means the Conversion Price applying immediately before the application of this formula;

P	means the VWAP during the 20 Business Days before the announcement to the ASX of the buy-back (or cancellation);
BD	means the number of Ordinary Shares on issue immediately before the buyback (or cancellation);
BN	means the number of Ordinary Shares bought back (or cancelled); and
A	means the buy-back (or cancellation) price per Ordinary Share.

- (b) No adjustment to the Conversion Price will occur if P exceeds A.
- (c) Such adjustment shall become effective on the date of the relevant buy-back (or cancellation).

9.3.10 Adjustment to Conversion Price for issues at less than current market price

- (a) If and whenever the Issuer will issue (otherwise than as mentioned in clauses 9.3.8 or 9.3.11) any Ordinary Shares (other than Conversion Shares issued or other Ordinary Shares issued on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, Ordinary Shares) wholly for cash or for no consideration at a price per Ordinary Share which is less than 90% of the VWAP during the five Business Days immediately preceding the date of the first public announcement of the terms of such issue, the Conversion Price will be adjusted immediately using the following formula:

$$CP = CPo \times \frac{1}{P} \times \frac{(RD \times P) + (RN \times A)}{(RD + RN)}$$

Where:

CP	means the Conversion Price applying immediately after the application of this formula;
CPo	means the Conversion Price applying immediately before the application of this formula;
P	means the VWAP during the five consecutive Business Days up to the announcement of the terms of such issue or grant to the ASX;
RD	means the number of Ordinary Shares on issue immediately before the issue of new Ordinary Shares under the rights or bonus issue;

RN	means the number of Ordinary Shares issued at a price per Ordinary Share which is less than 90% of the VWAP during the five Business Days immediately preceding the date of the first public announcement of the terms of such issue or grant; and
A	means the subscription price per Ordinary Share for the issue.

- (b) Such adjustment shall become effective on the date of the relevant issue of Ordinary Shares.

9.3.11 Adjustment to Conversion Price for issues under a share purchase plan or dividend reimbursement plan at a discount

- (a) If and whenever the Issuer will issue any new Ordinary Shares under a share purchase plan or dividend reinvestment plan where the pricing of new Ordinary Shares under that plan is expressly calculated as a discount to a market price and that discount is greater than 10%, the Conversion Price will be adjusted immediately using the following formula:

$$CP = CPo \times \frac{(RD + ((1-D) \times RN))}{(RD + RN)}$$

Where:

CP	means the Conversion Price applying immediately after the application of this formula;
CPo	means the Conversion Price applying immediately before the application of this formula;
RD	means the number of Ordinary Shares on issue immediately before the issue of new Ordinary Shares under the share purchase plan or dividend reinvestment plan;
RN	means the number of Ordinary Shares issued under the plan; and
D	means the discount at which new Ordinary Shares are issued under the plan.

- (b) Such adjustment shall become effective on the date of the relevant issue of new Ordinary Shares.

9.3.12 Adjustment to Conversion Price for return of capital

- (a) If the Issuer makes a pro rata return of capital to holders of Ordinary Shares without cancellation of any Ordinary Shares, the Conversion Price will be adjusted under the following formula:

$$CP = CPo \times \frac{P - C}{P}$$

Where:

CP	means the Conversion Price applying immediately after the application of this formula;
CPo	means the Conversion Price applying immediately before the application of this formula;
P	means the VWAP during the period from (and including) the first Business Day after the announcement to the ASX of the return of capital up to and including the last Business Day of trading cum the return of capital (or if there is no period of cum return of capital, an amount reasonably determined by the Directors as representing the value of an Ordinary Share cum the return of capital); and
C	means with respect to a return of capital (other than by way of extraordinary distribution, special dividend (being a dividend that is paid other than in accordance with the Issuer's dividend policy from time to time), or special distribution), the amount of the cash and/or the value (as reasonably determined by the Directors) of any other property distributed to holders of Ordinary Shares per Ordinary Share (or such lesser amount such that the difference between P and C is greater than zero).

- (b) Such adjustment shall become effective on the date of the relevant return of capital, or if later, the first date upon which the amount of the relevant cash and/or the value of property distributed to holders of Ordinary Shares is capable of being determined as provided in this clause 9.3.12.

9.3.13 Adjustments for a Change of Control Event

Where a Change of Control Event occurs, then upon any exercise of Conversion Rights where the Conversion Date falls during the Change of Control Period, the Conversion Price will be the Change of Control Conversion Price, as calculated using the following formula:

$$COCCP = \frac{SSP}{(1 + (\text{Premium} \times c/t))}$$

Where:

COCCP	means the Change of Control Conversion Price;
SSP	means the Conversion Price in effect on the relevant Conversion Date, disregarding the application of this clause 9.3.13;
Premium (expressed as a decimal)	means the premium of 0.15;
c	means the number of days from (and including) the date the Change of Control Event occurs to (but excluding) the Maturity Date; and
t	means the number of days from (and including) the Initial Issue Date to (but excluding) the Maturity Date.

9.3.14 Notice of amendment

Any adjustment of the Conversion Price under this clause 9.3 will be notified to the Trustee, the Noteholders and the ASX promptly after such adjustment has been determined.

9.3.15 On market buy-backs

No adjustment to the Conversion Price shall occur as a result of an on market buy-back of Ordinary Shares.

9.4 Redemption and buy-back

9.4.1 Redemption on Maturity Date

Each Note must be Redeemed by the Issuer on the Maturity Date by payment of the Redemption Price unless:

- (a) the Note has been previously Converted;
- (b) the Note has been previously Redeemed; or
- (c) the Note has been purchased by the Issuer under clause 9.4.2 and cancelled.

9.4.2 Buy-back

Subject to compliance with any applicable law or requirement of the ASX:

- (a) the Issuer may at any time purchase Notes in the open market or otherwise and at any price;
- (b) the Notes purchased under this clause 9.4.2 may be held, resold, dealt with or cancelled at the discretion of the Issuer; and
- (c) the Notes so purchased, while held by or on behalf of the Issuer, will not entitle the Noteholder to vote at any meetings of the Noteholders and will not be taken to be outstanding for certain purposes set out in clause 9.7 and the Meeting Provisions, including without limitation, calculating quorums at meetings of the Noteholders.

9.4.3 Redemption at the option of the Issuer - Optional Early Redemption

The Issuer may on the First Step-up Date or on any Interest Payment Date after the First Step-up Date, elect to Redeem all (but not some) of the Notes in whole before the Maturity Date at the Redemption Price for each such Note by giving not less than 15 nor more than 45 days' notice in writing of such Redemption (an **Optional Early Redemption Notice**) to the Noteholders, the Trustee, the Registrar and the ASX, nominating the Redemption Date upon which the Issuer proposes to Redeem the relevant Notes.

9.4.4 Redemption at the option of the Issuer - Tax Event

- (a) If a Tax Event occurs prior to the Maturity Date, the Issuer may elect to Redeem all (but not some) of the Notes in whole before the Maturity Date at the Redemption Price for each such Note by giving not less than 15 nor more than 45 days' notice in writing of such Redemption (a **Tax Redemption Notice**) to the Noteholders, the Trustee, the Registrar and the ASX, nominating the Redemption Date upon which the Issuer proposes to Redeem the Notes.

(b) Prior to the giving of any Tax Redemption Notice pursuant to this clause 9.4.4, the Issuer will deliver to the Trustee:

- (i) a certificate signed by two directors of the Issuer specifying details of the relevant Tax Event; and
- (ii) an opinion of independent legal or tax advisors of recognised standing in Australia, and experienced in such matters, confirming that the Tax Event has occurred.

(c) The Trustee will be entitled to accept and conclusively rely upon such certificate and opinion as sufficient evidence thereof in which event it will be conclusive and binding on the Noteholders. Upon the expiry of the Tax Redemption Notice, the Issuer must redeem the Notes at the Redemption Price.

9.4.5 Redemption at the option of the Issuer - Clean-Up Event

If a Clean-Up Event occurs prior to the Maturity Date, the Issuer may elect to Redeem all (but not some) of the Notes in whole before the Maturity Date at the Redemption Price for each such Note by giving not less than 15 nor more than 45 days' notice in writing of such Redemption (a **Clean-Up Event Redemption Notice**) to the Noteholders, the Trustee, the Registrar and the ASX, nominating the Redemption Date upon which the Issuer proposes to Redeem the Notes.

9.4.6 Noteholder Redemption Event

- (a) If a Noteholder Redemption Event occurs:
 - (i) a Noteholder may require the Issuer to Redeem all (but not some) of the Notes held by that Noteholder in whole; and
 - (ii) where the relevant Noteholder Redemption Event is a Change of Control Event, the Issuer may Redeem all (but not some) of the Notes,

on the Noteholder Redemption Event Date at the applicable Redemption Price for each such Note.

- (b) As soon as reasonably practicable after the occurrence of a Noteholder Redemption Event, the Issuer must give notice of the Noteholder Redemption Event to the Trustee with a copy to the Noteholders, the Registrar and the ASX (**Noteholder Redemption Event Notice**). The Noteholder Redemption Event Notice must contain:

- (i) a statement informing Noteholders of:
 - A. their entitlement to require the Notes to be Redeemed pursuant to this clause 9.4.6 or Converted pursuant to clause 9.3.2; or
 - B. where the relevant Noteholder Redemption Event Is a Change of Control Event, whether the Issuer will elect to Redeem the Notes, and will also specify:
 - (ii) details of the relevant Noteholder Redemption Event;
 - (iii) the closing price of the Notes on the day that the Notes were trading on the ASX immediately prior to the occurrence of the relevant Noteholder Redemption Event; and
 - (iv) the last day of the Noteholder Redemption Event Period.
- (c) A Noteholder may exercise its rights under clause 9.4.6(a) to require the Notes to be Redeemed by delivering a Noteholder Redemption Election Notice to the Issuer at any time on or prior to the last day of the Noteholder Redemption Event Period.
- (d) If a Noteholder delivers a Noteholder Redemption Election Notice to the Issuer In accordance with clause 9.4.6(c), the Issuer must Redeem all Notes the subject of the Noteholder Redemption Election Notice on the relevant Noteholder Redemption Event Date.

9.4.7 Effect of notice

Any notice given under this clause 9.4 is irrevocable once given. The accidental or inadvertent failure to give notice to an individual Noteholder will not invalidate a Noteholder Redemption Event Notice or an Issuer Redemption Event Notice.

9.4.8 Failure to Redeem

If the Issuer fails to Redeem the Notes when due, Interest will continue to accrue on the Notes at the rate applicable to them on their Redemption Date and must be paid to the relevant Noteholders upon Redemption of the Notes.

9.4.9 Cancellation

Notes that have been Redeemed will be cancelled by the Issuer and may not be resold.

9.5 Status and ranking

9.5.1 Status

The Notes at all times constitute direct, unsubordinated and (subject to clause 9.6.1) unsecured obligations of the Issuer.

9.5.2 Ranking

- (a) The Notes rank equally with each other and without any preference amongst themselves and at least equally with all other present and future unsubordinated and unsecured obligations of the Issuer (other than any obligations preferred by mandatory provisions of applicable law).
- (b) The ranking of Notes is not affected by the date of registration of any Noteholder in the Register.

9.6 Covenants

9.6.1 Negative pledge

For so long as any Notes remain outstanding, the Issuer must not create or permit to subsist any Security Interest upon the whole or any part of its present or future assets to secure any Financial Indebtedness other than a Permitted Security Interest, unless in any such case, before or at the same time as the creation of the Security Interest

- (a) all amounts payable by the Issuer under the Notes and the Trust Deed are secured equally and rateably with the Financial Indebtedness; or
- (b) such other Security Interest is provided in respect of all amounts payable by the Issuer under the Notes and the Trust Deed as the Trustee shall in its absolute discretion determine to be not materially less beneficial to the interests of the Noteholders as a whole.

9.6.2 Limit on the Incurrence of Financial Indebtedness

For so long as any Notes remain outstanding, the Issuer must not, without the approval of the Noteholders by way of Special Resolution, incur any Financial Indebtedness other than Permitted Financial Indebtedness.

9.6.3 Limit on making Distributions

For so long as any Notes remain outstanding, the Issuer must not without the approval of the Noteholders by way of Special Resolution make:

- (a) any In-specie Distribution;
- (b) any return of capital to ordinary shareholders; or
- (c) any other Distribution which would result in an LTV Ratio Event immediately after such Distribution.

9.6.4 Limit on making Distributions

For so long as any Notes remain outstanding, the Issuer must not without the approval of the Noteholders by way of Special Resolution make:

- (a) any In-specie Distribution;
- (b) any return of capital to ordinary shareholders; or
- (c) any other Distribution which would result in an LTV Ratio Event immediately after such Distribution.

9.6.5 Other covenants

So long as any Notes remain outstanding, the Issuer must:

- (a) do everything necessary to maintain its corporate existence;
- (b) do everything necessary to maintain the authorisations it is required to maintain in order to conduct its business;
- (c) comply with all laws binding on it where a failure to comply would have a Material Adverse Effect; and
- (d) not, without the approval of the Noteholders by way of Special Resolution, substantially change its core business activity of being a listed investment company with the value of the unlisted Marketable Securities that it holds, as at the time of their acquisition, being no greater than 15% of the value of all Marketable Securities then held by the Issuer.

9.7 Events of Default

9.7.1 Events of Default

An Event of Default occurs and is continuing in relation to the Notes if:

- (a) (**non-payment**) the Issuer fails to pay or repay any amount payable by it under these Note Terms within 10 Business Days after the date on which it is due and where the sole reason for the default is a technical or administrative difficulty within the banking system being used to effect payment, such default is not remedied within five Business Days;
- (b) (**non-issue of Ordinary Shares**) the Issuer fails to issue Ordinary Shares on Conversion in accordance with these Note Terms within 10 Business Days after the date on which such issue is to be made;
- (c) (**breach of other obligations**) the issuer fails to comply with any of its other material obligations under these Note Terms or the Trust Deed and such failure remains unremedied for a period of 30 Business Days after the Issuer has received written notice from the Trustee in respect of the failure;

- (d) (**cross default**) any debt of the Issuer greater than A\$500,000 (or its equivalent in any other currencies) becomes due and payable before its stated maturity due to the occurrence of a default in the observance by the Issuer of any of the terms of that debt;
- (e) (**insolvency**) an Insolvency Event occurs in respect of the Issuer;
- (f) (**unlawfulness**) at any time, it is unlawful for the Issuer to perform any of its payment obligations under the Notes; or
- (g) (**vitiation**) all or any obligations of the Issuer or rights of the Noteholders or the Trustee under the Trust Deed or these Note Terms are terminated or are or become void, illegal, invalid, unenforceable or of limited force and effect.

9.7.2 Notification

If an Event of Default occurs, the Issuer must, promptly after becoming aware of it, notify the Noteholders, the Trustee, the Registrar and the ASX of the occurrence of the Event of Default.

9.7.3 Consequences of an Event of Default

- (a) If an Event of Default occurs and is continuing in relation to the Notes, the Trustee may declare, by written notice to the Issuer (with a copy to the Noteholders), that the Face Value (together with any accrued and unpaid Interest) of each Note is due and payable immediately or on such other date as specified in that notice.
- (b) The Trustee will not be bound to take any action referred to in clause 9.7.3(a) above or any other proceedings or action to enforce the obligations or covenants of the Issuer pursuant to or in connection with the Trust Deed or these Note Terms unless:
 - (i) it is directed to take such action by a Noteholder Resolution (or, if required by, a Special Resolution) (ignoring any Notes held by or on behalf of the Issuer and not cancelled); it is indemnified and/or pre-funded to its satisfaction as contemplated by the Trust Deed;
 - (ii) its liability for taking such action is limited in a manner consistent with section 283DC of the Corporations Act;
 - (iii) such action is permitted under the Trust Deed and these Note Terms; and
 - (iv) it is not restricted or prohibited from taking such action by any order of any competent court or any applicable law.

- (c) If the Trustee forms the view that such action is or could be inconsistent with the Trust Deed, these Note Terms, the Corporations Act, the ASX Listing Rules or any applicable law, it must take steps to seek (and, if the court so determines, to obtain) as soon as reasonably practicable a court direction or order to set aside or vary the direction given by Noteholder Resolution (or, if required, by Special Resolution), and, while those steps are underway, the Trustee is not obliged to take any action or proceedings it has been directed to take by such Noteholder Resolution or Special Resolution (as applicable).

9.7.4 Noteholders' right to take action

No Noteholder is entitled to commence action or proceedings directly against the Issuer to enforce any right, power or remedy under these Note Terms or the Trust Deed unless, subject to clause 9.7.3(c):

- (a) the Trustee, having become bound to proceed in accordance with the Trust Deed and these Note Terms, fails to do so within 14 days of being obliged to do so and such failure is continuing; or
- (b) each of:
 - (i) 30 Business Days have lapsed since the date on which one or more Noteholders gave notice to the Trustee that they intend to commence such action or proceedings (with such notice to specify the details, including legal basis for, such action or proceedings, and to be copied to the Issuer); and
 - (ii) the Trustee has not commenced such action or proceedings (it being acknowledged that the Trustee is only required to commence such action or proceeding where bound to do so in accordance with the Trust Deed and these Note Terms),

in which case any such Noteholder may itself institute such actions or proceedings against the Issuer to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so. Any such proceedings must be brought in the name of the Noteholders that gave such notice and not in the name of the Trustee.

9.8 Title and transfer of Notes

9.8.1 Title

Title to a Note passes when details of the transfer are entered in the Register.

9.8.2 Effect of entries in Register

- (a) Each entry in the Register in respect of a Note constitutes:
 - (i) an unconditional and irrevocable undertaking by the issuer to the Noteholder to pay principal, Interest and any other amount in accordance with these Note Terms;
 - (ii) an entitlement to the other benefits given to the Noteholders under these Note Terms and the Trust Deed in respect of the Note; and
 - (iii) (subject to rectification for fraud or manifest or proven error) conclusive evidence of validly issued Note under the Trust Deed, regardless of any noncompliance by the Issuer with the provisions of the Trust Deed.
- (b) For the avoidance of doubt, an entry in the Register does not make the Noteholder a member of the Issuer or confer rights on a Noteholder to become a member of the Issuer or to attend or vote at meetings of members of the Issuer.

9.8.3 No certificates

Except to the extent required by law or otherwise determined by the Issuer, no certificates in respect of the Notes will be issued by the Issuer, the Registrar or the Trustee.

9.8.4 Register conclusive as to ownership

Notes are regarded as issued or transferred to a person if and when the person's name is recorded in the Register as the Noteholder in accordance with the Trust Deed. Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of the Note subject to correction for fraud or manifest or proven error.

9.8.5 Non-recognition of Interests

Except as required by law, the Issuer, the Trustee and the Registrar must treat the person whose name is entered in the Register as the Noteholder as the absolute owner of that Note. This clause 9.8.5 applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.

9.8.6 Joint holders

- (a) Where two or more persons are entered in the Register as the joint holders of a Note then they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of any Note.
- (b) On the death of a joint holder, the survivor or survivors are the only person or persons whom the Issuer or the Trustee will recognise as having any title to the Notes (but the Issuer or the Trustee may require any evidence of death which it thinks fit).
- (c) The joint holders are counted as a single Noteholder of the Note for the purposes of calculating the number of Noteholder or requisitioners who have requested a Meeting of Noteholders.
- (d) The giving of notice to, or receipt of notice for, any one of the joint holders is taken to be the giving of notice to, or receipt of notice for, all of the joint holders.
- (e) Any one of the joint holders may give an effective receipt for payment on the Notes and a payment to any one of the joint holders will discharge the Issuer's liability with respect to that payment.
- (f) The Registrar is not bound to register more than four persons as joint holders of any Note

9.8.7 Transfers in whole

A Note may be transferred in whole but not in part.

9.8.8 Transfer

- (a) A Noteholder may, subject to this clause 9.8.8, transfer any Notes:
 - (i) if the Notes are quoted on the ASX, by a transfer in accordance with the rules of the Clearing System;
 - (ii) by a proper transfer under any other computerised or electronic system recognised by the Corporations Act; or
 - (iii) by any proper or sufficient instrument of transfer of marketable securities under applicable law.
- (b) The Issuer must not charge any fee on the transfer of a Note.

9.8.9 Market obligations

The Issuer must comply with all Applicable Regulations and any other relevant obligations imposed on it in relation to the transfer of a Note.

9.8.10 Issuer may request holding lock or refuse to register transfer

If the Notes are quoted on ASX, and if permitted to do so by the ASX Listing Rules and the Corporations Act, the Issuer may:

- (a) request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS Facility Operator's electronic sub-register or Notes registered on an issuer sponsored sub-register, as the case may be; or
- (b) refuse to register a transfer of Notes.

9.8.11 Issuer must request holding lock or refuse to register transfer

- (a) The Issuer must request the CS Facility Operator or the Registrar, as the case may be, to apply a holding lock to prevent a transfer of Notes approved by and registered on the CS Facility Operator's electronic sub-register or Notes registered on an issuer-sponsored sub-register, as the case may be, if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.
- (b) The Issuer must refuse to acknowledge a disposal (including registering any transfer) of Notes if the Corporations Act, the ASX Listing Rules or the terms of a Restriction Agreement require the Issuer to do so.
- (c) In the event of a breach of the ASX Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the Noteholder of the Restricted Securities is not entitled to any Interest (or other distribution on), or voting rights in respect of, the Restricted Securities.

9.8.12 Notice of holding lock and refusal to register transfer

If, in the exercise of its rights under clause 9.8.10 and 9.8.11 the Issuer requests the application of a holding lock to prevent a transfer of Notes or refuses to register a transfer of Notes, it must, within five Business Days after the date it requests the holding lock or the date it refuses to register a transfer, give written notice of the request or refusal to the Noteholder, to the transferee and the broker lodging the transfer. Any failure to give such notice does not, however, invalidate the exercise by the Issuer of its rights.

9.8.13 Delivery of instrument

If an instrument is used to transfer the Notes according to clause 9.8.8, it must be delivered to the Registrar, together with such evidence (if any) as the Issuer or the Registrar reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Notes.

9.8.14 Refusal to register transfers

- (a) The Issuer may only refuse to register a transfer of any Notes if such refusal is required or permitted by Applicable Regulation or these Note Terms.
- (b) If the Issuer refuses to register a transfer, the Issuer must give the lodging party notice of the refusal and the reasons for it within five Business Days after the date on which the transfer was delivered to the Registrar.

9.8.15 Transferor to remain Noteholder until registration

A transferor of a Note remains the Noteholder in respect of that Note until the transfer is registered and the name of the transferee is entered in the Register.

9.8.16 Effect of transfer

Upon registration and entry of the transferee in the Register, the transferor ceases to be entitled to future benefits under the Trust Deed and these Note Terms in respect of the transferred Notes and the transferee becomes so entitled in accordance with clause 9.8.8.

9.8.17 Death, legal disability

- (a) If a Noteholder dies, becomes subject to a legal disability, becomes bankrupt or is liquidated the legal representative or the person entitled to Notes as a result of bankruptcy or liquidation, will be recognised as being entitled to require the transfer to it of Notes registered in the Noteholder's name.
- (b) The Issuer need not register any transfer or transmission under this clause 9.8.17 unless the transferee provides evidence of its entitlement satisfactory to the Issuer and an indemnity in favour of the Issuer in a form determined by the Issuer in respect of any consequence arising from the transfer or transmission.

9.8.18 Transfer of unidentified Notes

Where the transferor executes a transfer of less than all the Notes registered in its name, and the specific Notes to be transferred are not Identified, the Registrar may register the transfer in respect of such of the Notes registered in the name of the transferor as the Registrar thinks fit, provided the aggregate of the Face Value of all the Notes registered as having been transferred equals the aggregate of the Face Value of all the Notes expressed to be transferred in the transfer.

9.9 Payments

9.9.1 Summary of payment provisions

Payments in respect of the Notes will be made in accordance with this clause 9.9.

9.9.2 Record Date

All payments under or in respect of a Note will be made only to those persons registered as the Noteholder at the nominated time on the relevant Record Date.

9.9.3 Payments subject to applicable laws

All payments are subject to applicable laws, but without prejudice to the provisions of these Note Terms relating to the payments of Additional Amounts. If a payment cannot lawfully be made by the Issuer to a particular Noteholder due to any circumstance or matter affecting the Noteholder without the approval of a Government Agency or the satisfaction of some other condition, then the Noteholder is not entitled to receive that payment, and the Issuer is not obliged to make that payment, unless that approval has been obtained or that other condition is satisfied. The Issuer is not obliged to pay any further interest to the affected Noteholder in such circumstances on account of the delay.

9.9.4 Payment delays

If the Issuer has determined that a person other than a Noteholder is or may be entitled to be registered as a Noteholder and receive a payment in respect of a Note, the Issuer may withhold the payment until it has established the respective entitlements of that person to its satisfaction and (if applicable) the person so entitled has been registered as Noteholder and provided details for the payment to be made to the satisfaction of the Issuer. The Issuer is not obliged to pay any further interest on account of the delay.

9.9.5 Payments on Business Days

If a payment:

- (a) is due on a day which is not a Business Day then the due date for payment will be postponed to the first following day that is a Business Day; or
- (b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place, and in either case, no Noteholder is entitled to any interest or amount in respect of that delay.

9.9.6 Payments to accounts

Moneys payable by the Issuer to a Noteholder may be paid in any manner the Issuer decides, including by direct credit into a nominated account of the Noteholder at an Australian branch of a financial institution.

9.9.7 Unsuccessful attempts to pay

Subject to applicable law and the ASX Listing Rules, where the Issuer:

- (a) decides that an amount is to be paid to a Noteholder by a method of direct credit and the Noteholder has not nominated an account to which amounts are to be paid by that method;
- (b) attempts to pay an amount to a Noteholder by direct credit, electronic transfer of funds or any other means and the transfer is unsuccessful;
- (c) has made reasonable efforts to locate a Noteholder but is unable to do so; or
- (d) has issued a cheque which has not been presented within six months of its date and, as a consequence, the Issuer has cancelled such cheque,

then, in each case:

- (a) the amount will be taken to have been duly paid to the Noteholder and will not bear Interest; and
- (b) the amount will be held by the Issuer for the Noteholder in a non-interest bearing deposit with a bank selected by the Issuer until the Noteholder (or any legal personal representative of the Noteholder) nominates an account for payment or otherwise claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

9.9.8 Payment to joint Noteholders

A payment to any one of the joint Noteholders of a Note will discharge the Issuer's liability in respect of the payment.

9.9.9 Fractions

For the purposes of making any payment to a Noteholder in respect of its aggregate holding of Notes, any fraction of a cent will be disregarded.

9.10 Taxation

9.10.1 No set-off, counterclaim or deductions

All payments in respect of the Notes must be made in full without set-off or counterclaim, and will be made free and clear of, and without any withholding or deduction in respect of Taxes, unless such withholding or deduction is required by applicable law.

9.10.2 Withholding tax

Subject to clause 9.10.3, if a law requires the Issuer to withhold or deduct an amount for Taxes imposed in connection with a payment on a Note such that the Noteholder would not actually receive on the due date the full amount provided for under the Notes, then:

- (a) the Issuer agrees to withhold or deduct the amount for the Taxes; and
- (b) if the amount deducted or withheld is in respect of Taxes imposed in Australia, the Issuer will pay an additional amount (Additional Amount) so that, after making the deduction or withholding, the Noteholder is entitled to receive (at the time the payment is due) the amount it would have received if no deduction or withholding had been required to be made from a payment in respect of a Note.

9.10.3 Gross-up exceptions

- (a) No Additional Amounts are payable under clause 9.10.2 in respect of any Note:
 - (i) to, or to a third party on behalf of, a Noteholder who is liable to such Taxes in respect of such Note by reason of having some connection with Australia other than the mere holding of or receipt of payment in respect of such Note;
 - (ii) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such Taxes by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any Tax Authority;
 - (iii) to, or to a third party on behalf of, a Noteholder who is an Offshore Associate and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;

- (iv) to, or to a third party on behalf of, a Noteholder that is not the beneficial owner of such Notes 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 of such Notes;
 - (v) to, or to a third party on behalf of, a Noteholder where such withholding or deduction is required to be made pursuant to a notice or direction issued by the Commissioner of Taxation under section 255 of the Tax Act or section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or any similar law;
 - (vi) to, or to a third party on behalf of, a Noteholder, if that person has not supplied an appropriate Australian tax file number, an Australian business number or other exemption details from these requirements before the Record Date; or
 - (vii) in respect of any combination of any or all of clauses (i) to (vi) above.
- (b) Notwithstanding any other provision of these clauses, if the Issuer, any agent, or any other person through whom payments on the Notes are made, is required to withhold or deduct amounts under or in connection with applicable law, the Issuer or that other person will be permitted to make such withholding or deduction, and the Noteholders and beneficial owners of Notes will not be entitled to receive any gross up, additional amount or other amount for such withholding or deduction had payment been made on the due date.

9.11 Amendments and waivers of Note Terms

9.11.1 Amendments without the consent of the Noteholders

Subject to the Trust Deed and compliance with the Corporations Act and all other applicable laws, the Issuer may at any time and from time to time, with the approval of the Trustee, but without the consent of the Noteholders, amend these Note Terms or the Trust Deed if the Trustee agrees with the Issuer that such amendments are:

- (a) of a formal or minor or technical nature;
- (b) made to cure any ambiguity or correct any manifest error;
- (c) necessary to facilitate the listing or quotation of the Notes on the ASX;
- (d) necessary to comply with any laws, regulations, legislation or the ASX Listing Rules; or
- (e) not materially prejudicial to the interests of Noteholders as a whole.

9.11.2 Amendments with the consent of the Noteholders

Without limiting clause 9.11.1, subject to the Trust Deed and compliance with the Corporations Act and all other applicable laws, the Issuer may at any time and from time to time, amend these Note Terms or the Trust Deed if a Noteholder Resolution or (where required under the Meeting Provisions) a Special Resolution is passed in favour of such amendment. If the amendment sought alters or conflicts with any of the personal rights or obligations of the Trustee, it will not be effective without the prior written consent of the Trustee.

9.11.3 Interpretation

In this clause 9.11, 'amend' includes modify, waive, vary, cancel, amend or add to and 'amendment' has a corresponding meaning.

9.12 Time limit for claims

A claim against the Issuer for a payment under the Notes is void unless made within five years after the date on which payment first became due and payable.

9.13 Notices

All notices and other communications to the Noteholders in connection with the Trust Deed or the Notes must be made in accordance with the notice provisions set out in clause 19 (Notices) of the Trust Deed.

9.14 Further issues of Notes

9.14.1 Issuer may issue further Notes

Subject to clauses 9.6.2, 9.14.2 and the ASX Listing Rules, the Issuer may from time to time create and issue additional Notes after the Initial Issue Date having the same terms and conditions as the Notes issued on the Initial Issue Date in all respects (or in all respects other than in respect of the Issue Date, the Issue Price, the date on which the additional Notes commence bearing Interest or the date of the first interest payment in respect of the additional Notes). Any Notes issued pursuant to this clause 9.14 will be consolidated and form part of the same single class as the Notes issued on the Initial Issue Date, and will be treated as such including for the purposes of voting and taking all other actions by the Noteholders, except as otherwise specified in the Trust Deed or these Note Terms.

References in these Note Terms to the Notes include (unless the context requires otherwise) any additional Notes issued pursuant to this clause 9.14 that form a single class with the Notes issued on the Initial Issue Date.

9.14.2 Notice of further issues

The Issuer must provide prior notice to the Trustee and the Noteholders of any additional Notes to be issued under clause 9.14.1, and execute such supplemental documents as the Trustee may require in connection with the issue of such Notes.

9.15 General

9.15.1 Reporting

In addition to any requirements of the Corporations Act and the ASX Listing Rules, each Noteholder (if requested by that Noteholder) will be provided with copies of all annual and half yearly reports and financial statements provided to Shareholders.

9.15.2 Further documents

The Issuer may request the Trustee to execute (and the Trustee may agree to execute), on behalf of all Noteholders, such documents as the Issuer considers necessary or desirable provided that the Trustee is indemnified to its satisfaction, acting reasonably, against any Taxes, fees, costs, charges, expenses or liabilities (including solicitor and client as well as party and party costs) which it may suffer or incur as a result of doing so.

9.15.3 Governing law and jurisdiction

- (a) These Note Terms and the Notes are governed by the laws of Queensland, Australia.
- (b) The Issuer and each Noteholder submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, Australia in connection with matters concerning the Notes or these Note Terms.
- (c) The Issuer and each Noteholder waives any right they have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

9.16 Interpretation and Definitions

9.16.1 Interpretation

In these Note Terms:

- (a) if there is any inconsistency between the provisions of these Note Terms and the Trust Deed, then, to the maximum extent permitted by law, the provisions of these Note Terms will prevail;
- (b) calculations, elections and determinations made by the Issuer under these Note Terms are binding on Noteholders in the absence of manifest error;
- (c) if an event under these Note Terms must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the succeeding business Day;

- (d) the singular includes the plural and vice versa, and a gender includes the other gender;
- (e) another grammatical form of a word or expression defined in these Note Terms has a corresponding meaning;
- (f) a reference to a document (including these Note Terms) includes all schedules, annexures, attachments or exhibits to it;
- (g) a reference to a clause or clauses is to a clause or clauses of these Note Terms;
- (h) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time and all schedules, annexures, attachments or exhibits to it;
- (i) a reference to Australian dollars, A\$, dollars, \$ or cents is a reference to the lawful currency of Australia;
- (j) a reference to time is to Brisbane time;
- (k) a reference to a person includes:
 - (i) a reference to the person's executors, administrators, successors and permitted assigns and substitutes; and
 - (ii) any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person, including a natural person, partnership, joint venture, Government Agency, association, corporation or other body corporate;
- (l) a reference to a statute, ordinance, code, rule, directive or law (however described) includes a constitutional provision, a statutory provision, treaty, decree, convention, statute, regulation, ordinance, code, by-law, judgment, rule of common law or equity, whether inside or outside Australia, and is a reference to that law as amended, extended, re-enacted, consolidated or replaced;
- (m) the meaning of general words is not limited by specific examples introduced by words 'such as', 'including', 'particularly' including, 'for example' or other similar expressions;
- (n) headings (including those in brackets at the beginning of clauses) and footnotes are for convenience only and do not affect the interpretation of these Note Terms;
- (o) an Event of Default is subsisting until it has been remedied or waived in writing by the Trustee on behalf of the Noteholders;
- (p) if a payment is required to be made under these Note Terms, unless the contrary intention is expressed, the payment will be made in Australian dollars; and
- (q) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally.

9.16.2 References to particular terms

Unless the contrary intention appears, in these Note Terms:

- (a) any reference to 'principal' is taken to include the aggregate principal amount of the Notes outstanding, any Additional Amounts in respect of principal which may be payable under these Note Terms and any other amount in the nature of principal payable in respect of the Notes under these Note Terms; and
- (b) any reference to 'interest' is taken to include any Additional Amounts in respect of interest and any other amount in the nature of interest payable in respect of the Notes under these Note Terms.

9.16.3 Inconsistency with ASX Listing Rules

So long as the Notes are quoted on the ASX, these Note Terms are to be interpreted in a manner consistent with the ASX Listing Rules.

9.16.4 Definitions

Unless the contrary intention appears, in these Note Terms:

Additional Amount has the meaning given to it in clause 9.10.2.

Applicable Regulations means such provisions of the ASX Listing Rules, the rules of the applicable Clearing System or the Corporations Act, and any regulations or rules under or pursuant to any such provisions, as may be applicable to the transfer of a Note and includes any Restriction Agreement.

ASX means ASX Limited (ABN 98 003 624 691) or the securities market operated by it, as the context requires.

ASX Listing Rules means the listing rules of the ASX.

ASX Settlement means ASX Settlement Pty Ltd (ABN 49 008 504 532), the body which administers CHESS.

ASX Settlement Operating Rules means the settlement rules of ASX Settlement as amended or replaced from time to time.

Australian Accounting Standards means the Australian Accounting Standards issued by the Australian Accounting Standards Board.

Business Day means a day which is a business day within the meaning of the ASX Listing Rules but where used in connection with any Redemption, Conversion or payment on the Notes, excludes a day on which major trading banks are not open for business in Sydney.

Cash and Cash Equivalents means, at any time, the aggregate amount in Australian dollars of cash and cash equivalents held by the Issuer as at such time, as determined in accordance with the Australian Accounting Standards, but excluding the amount of such cash or cash equivalents which are the subject of a Security Interest.

Change of Control Event means the occurrence of any of the following:

- (a) the investment management agreement between the investment manager and the Issuer lapses or is terminated and no replacement investment management agreement has been entered into by the investment manager and the Issuer on, or as soon as reasonably practicable after, such lapse or termination;
- (b) a takeover bid is made to acquire all of the Ordinary Shares and the offer under the takeover bid is, or becomes, unconditional and:
 - (i) the bidder has acquired at any time during the offer period a relevant interest in more than 50 per cent of the Ordinary Shares on issue; or
 - (ii) the Directors of the Issuer unanimously recommend the acceptance of the offer under the takeover bid, and acceptance of that offer would result in the bidder having a relevant interest in 100 per cent of the Ordinary Shares on issue; or
- (c) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in more than 50 per cent of the Ordinary Shares on issue.

CHESS means the Clearing House Electronic Sub-register System operated by ASX Settlement.

Clean-Up Event means at any time the aggregate principal amount of the Notes outstanding is less than A\$2.5 million.

Clean-Up Event Redemption Notice means a notice provided by the Issuer in accordance with clause 9.4.5.

Clearing System means CHESS or any other applicable securities trading or clearance system through which the Notes are cleared and/or settled.

Conversion means the conversion of a Note in accordance with clause 9.3 and the words **Convert**, **Convertible**, **Converting** and **Converted** bear a corresponding meaning.

Conversion Amount means in relation to a Note the subject of a Conversion Notice, the Face Value of the Note, together with any accrued (but unpaid) Interest on the Note up to (but excluding) the Conversion Date for the Note.

Conversion Date in relation to a Note means the date (determined by the Issuer (in its absolute discretion) in accordance with these Note Terms) on which Ordinary Shares will be issued to the relevant Noteholder on the Conversion of that Note under clause 9.3.

Conversion Notice means a notice of Conversion given in accordance with clause 9.3.2 or as otherwise determined by the Issuer or required by the ASX Listing Rules.

Definitions (continued)

Conversion Period in respect of a Note means the period commencing on the second anniversary of the Initial Issue Date and ending on (and including) the date that is 10 Business Days prior to the Maturity Date.

Conversion Price means A\$1.43 or such other price as is determined in accordance with clauses 9.3.8 to 9.3.13.

Conversion Right means the right of a Noteholder to convert principal and accrued but unpaid Interest due under a Note into Ordinary Shares in accordance with clause 9.3.1.

Conversion Shares has the meaning given to it in clause 9.3.5.

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

CS Facility has the same meaning as 'prescribed CS Facility' in the Corporations Act.

CS Facility Operator means the operator of a CS Facility.

A Delisting Event will occur if:

- (a) the Ordinary Shares or Notes cease to be quoted on the ASX; or
- (b) trading of the Ordinary Shares or Notes on the ASX is suspended for a period of more than 20 consecutive Business Days, in each case, other than as a result (directly or indirectly) of a Change of Control Event.

Directors means some or all of the directors of the Issuer acting as a board.

Distribution means a distribution to Shareholders in any form whatsoever, including without limitation, by way of dividend (whether in cash or in specie), share buy-back, reduction of capital, bonus securities issue or otherwise.

Early Redemption Notice means any of the following:

- (a) an Optional Early Redemption Notice;
- (b) a Tax Redemption Notice;
- (c) a Clean-Up Event Redemption Notice; or
- (d) a Noteholder Redemption Event Notice.

Event of Default means any event specified in clause 9.7.1.

Face Value means the nominal principal amount of each Note, being A\$1.43.

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

- (a) moneys borrowed;
- (b) any amount raised under any acceptance credit, or bill acceptance, discount or endorsement facility;

- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with any applicable generally accepted accounting practices, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets (excluding inventory bought in the ordinary course of business) or services payable more than 180 days after acquisition;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) inclusive above, but excluding any increase or possible increase in Financial Indebtedness resulting from changes to accounting definitions.

First Step-up Date means, provided that a First Step-Up Event occurs, 11 April 2025.

First Step-Up Event means an event where the 2-year Bank Bill Swap Rate (or its successor) as set on the First Step-Up Date, is above 2.5859% per annum. If this event does not occur, the Interest Rate will remain fixed at 5.5% per annum.

First Step-Up Interest Rate means, provided that a First Step-Up Event occurs, an Interest Rate of 6.5% per annum.

Fixed Interest Rate means an interest rate of 5.5% per annum.

Government Agency means a government, a government department or a governmental, semi-governmental, statutory, administrative, parliamentary, provincial, public, municipal, local, judicial or quasi-judicial body.

Initial Issue Date means the date on which Notes are first issued under these Note Terms.

Definitions (continued)

Insolvency Event occurs in relation to a body corporate if:

- (a) it is (or states that it is) insolvent (as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration (other than in circumstances where the appointment of the administrator or liquidator is stayed, withdrawn, dismissed or terminated within 30 Business Days) or wound up (each as defined in the Corporations Act).

In-specie Distribution means any non-cash Distribution of the Issuers' Investment Assets, direct or indirect, for the benefit of a Shareholder.

Interest means the interest payable from time to time on a Note under these Note Terms.

Interest Payment Date in relation to a Note means:

- (a) 31 March, 30 June, 30 September and 31 December in each year during the term of the Note, with the first Interest Payment Date being 30 June 2022, or if any such date is not a Business Day, the following Business Day;
- (b) where a Conversion Right attached to the Note has been exercised prior to the Redemption Date in respect of the Note, the Conversion Date in respect of the Note; and
- (c) the Redemption Date in respect of the Note.

Interest Period means in respect of a Note, each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Issue Date in respect of the Note; and
- (b) the final Interest Period ends on (but excludes) the first to occur in respect of the Note:
 - (i) the Maturity Date;
 - (ii) any other Redemption Date; and
 - (iii) where the Conversion Right attached to the Note has been exercised prior to the Redemption Date in respect of the Note, the Conversion Date in respect of the Note.

Interest Rate means:

- (a) in respect of each Interest Period that commences during the period from (and including) the Initial Issue Date to (but excluding) the First Step-Up Date, the Fixed Interest Rate;
- (b) in respect of each Interest Period that commences during the period from (and including) the First Step-Up Date to (but excluding) the Maturity Date, the First Step-Up Interest Rate; and

- (c) (without double-counting) where no First Step-Up Event occurs, in respect of each Interest Period that commences during the period from (and including) the Initial Issue Date to (but excluding) the Maturity Date, the Fixed Interest Rate.

Investment Assets means the assets owned by the Issuer which may include, without limitation, any of the following:

- (a) securities, including, without limitation, equity and debt securities of all types, whether subordinated or unsubordinated, secured or unsecured, quoted or unquoted, rated or unrated, denominated in any currency;
- (b) deposits and currencies of all kinds;
- (c) any other debt and equity instruments, including without limitation, loans (and participations therein), warrants, trade claims and promissory notes; and
- (d) derivative instruments and other synthetic products, including, but not limited to, foreign exchange options and forwards (including on a non-deliverable basis), bond options and forwards (including on a non-deliverable basis), interest rate and currency swaps, forward rate agreements, total return swaps, credit default swaps and equity derivatives and in credit and/or convertibility linked notes; and pooled investment vehicles of any description.

Issue Date in relation to a Note means the date on which the Note is issued.

Issue Price has the meaning given to it in clause 9.1.3.

Issuer means ECP Emerging Growth Limited ACN 167 689 821.

Issuer Redemption Event Notice means any of the following:

- (a) an Optional Early Redemption Notice;
- (b) a Tax Redemption Notice; or
- (c) a Clean-Up Event Redemption Notice.

LTV Ratio Event means, at any time, the loan-to-value ratio for the Issuer calculated as follows:

$$A = B/C$$

Where:

A = the LTV Ratio (expressed as a percentage) as at such time;

B = the Total Debt less the Cash and Cash Equivalents as at such time; and

C = the Market Value of all Marketable Securities held by or on behalf of the Issuer as at such time.

LTV Ratio Event means the LTV Ratio exceeds 50%.

Definitions (continued)

Market Value in relation to a Marketable Security means, at any time:

- (a) where that Marketable Security is listed on the ASX, the most recent traded price listed for such Marketable Security on the ASX; and
- (b) where that Marketable Security is not listed on the ASX, the redemption price (however described) specified in the terms for such Marketable Security unless there is no redemption price so specified, in which case the Market Value for such Marketable Security will be determined by reference to the higher of:
 - (i) the most recent price at which a marketable security comprising the same class as that Marketable Security was redeemed by the Issuer;
 - (ii) the most recent price (if any) at which the Issuer purchased that Marketable Security or purchased marketable securities comprising the same class as that Marketable Security (whichever purchase occurred most recently); and
 - (iii) the most recent price at which the Issuer sold marketable securities comprising the same class as that Marketable Security (whether together with other Marketable Securities or individually or whether in a single transaction or series of transactions) provided the aggregate purchase price for such marketable securities exceeded A\$1,000,000, provided that if the Market Value of an unlisted Marketable Security cannot be reasonably determined in accordance with paragraph (b) above, the Market Value of such Marketable Security will be determined by the reasonable estimate of the Issuer as is supported by reasonable calculations any other reasonable documentation.

Marketable Securities means:

- (a) any debentures, stocks, shares or bonds of any Government Agency, local government authority, body corporate, association or society, and includes any right or option in respect of shares in any body corporate and any interest in a managed investment scheme; and
- (b) any unit (whatever called) or interest in a trust estate which represents a legal or beneficial interest in any of the income or assets of that trust estate and includes any options to acquire any units as described.

Material Adverse Effect means an event or circumstance which has, or would reasonably be expected to have, a material adverse effect on the ability of the Issuer to meet its obligations under these Note Terms or the Trust Deed.

Maturity Date means 11 April 2027.

Meeting Provisions means the provisions for meetings of the Noteholders set out in Schedule 3 of the Trust Deed.

Member or Shareholder means a person holding Ordinary Shares and entered in the register of members as a member, for the time being, of the Issuer.

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

Note Terms means, in relation to a Note, these clauses.

Noteholder means the person from time to time whose name is entered on the Register as the holder of a Note.

Noteholder Redemption Election Notice means a notice provided by the Noteholder in accordance with clause 9.4.6(c) in the form set forth in Schedule 5 of the Trust Deed or as otherwise determined by the Issuer or required by the ASX Listing Rules.

Noteholder Redemption Event means each of the following events:

- (a) a Delisting Event; or
- (b) a Change of Control Event.

Noteholder Redemption Event Date means the date that is the 20th Business Day after the expiry of the Noteholder Redemption Event Period.

Noteholder Redemption Event Notice means a notice provided by the Issuer in accordance with clause 9.4.6(b).

Noteholder Redemption Event Period means the period beginning on the date the Issuer provides a Noteholder Redemption Event Notice and ending 30 Business Days from that date.

Noteholder Resolution means:

- (a) a resolution passed at a meeting of the Noteholders duly called and held under the Meeting Provisions:
 - (i) by more than 50% of the persons voting on a show of hands (unless paragraph (ii) below applies); or
 - (ii) if a poll is duly demanded, then by a majority consisting of more than 50% of the votes cast; or
- (b) a resolution passed by postal ballot or written resolution, then by Noteholders representing (in aggregate) more than 50% of the principal amount of the Notes outstanding as at the Notification Date or (in the case of resolutions passed by postal ballot) outstanding as at the date determined by the Issuer, with the Trustee's approval.

Definitions (*continued*)

Officer means a director or secretary of the Issuer or any other person authorised by the Issuer as an Officer of the Issuer for the purposes of these Note Terms.

Offshore Associate means an ‘associate’ (as defined in section 128F(9) of the Tax Act) of the Issuer that is either:

- (a) a non-resident of Australia that, if it acquires the Notes or an interest in the Notes, would not acquire the Notes or an interest in the Notes in carrying on a business at or through a permanent establishment of the associate in Australia; or
- (b) a resident of Australia that, if it acquires the Notes or an interest in the Notes, would acquire the Notes or an interest in the Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country, and which does not acquire a Note or an interest in the Notes in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme.

Optional Early Redemption Notice means a notice given by the Issuer to the Trustee under clause 9.4.3.

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

Permitted Financial Indebtedness means any of the following Financial Indebtedness:

- (a) the Financial Indebtedness constituted by the Notes issued on the Initial Issue Date;
- (b) any Financial Indebtedness incurred or guaranteed after the Initial Issue Date for the purpose of replacing, refinancing or extending the maturity of any other Permitted Financial Indebtedness;
- (c) any Financial Indebtedness:
 - (i) that does not result in the Issuer’s total Financial Indebtedness exceeding A\$20,000,000; and
 - (ii) does not result in an LTV Ratio Event,
in each case, immediately after the incurrence of such Financial Indebtedness; or
- (d) any other Financial Indebtedness approved by the Noteholders by way of Special Resolution.

Permitted Security Interest means any of the following:

- (a) any Security Interests securing Financial Indebtedness or other obligations which do not exceed A\$2,000,000 in aggregate;
- (b) any Security Interest that is a deemed security interest under the PPSA that does not, in substance, secure payment or performance of an obligation;

- (c) any Security Interest arising by operation of law and in the ordinary course of trading so long as the Financial Indebtedness secured by that Security Interest is paid when due or contested in good faith and appropriately provisioned;
- (d) any Security Interest over the assets of the Issuer after the Initial Issue Date if:
 - (i) the Security Interest was not created in contemplation of the acquisition of that asset by the Issuer;
 - (ii) the principal amount secured has not been increased in contemplation of, or since, the acquisition of that asset by the Issuer; and
 - (iii) the Security Interest is removed or discharged within six months of the date of acquisition of such asset;
- (e) any netting and set-off arrangements arising in the ordinary course of the Issuer’s banking arrangements for the purpose of netting debit and credit balances;
- (f) any title retention arrangement entered into by the Issuer in the ordinary course of trading on the supplier’s usual terms of sale (or on terms more favourable to the Issuer) so long as the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful;
- (g) any Security Interest over goods (and related insurance contracts) under, and relating to, documentary credit transactions arising or created in the ordinary course of business;
- (h) deposits or pledges to secure contracts in the ordinary course of business, other than by way of security for Financial Indebtedness;
- (i) any Security Interest over and limited to the interest in, or assets of, a joint venture owned by the Issuer to support the obligations of the Issuer in respect of any joint venture; and
- (j) any other Security Interest approved by the Noteholders by way of Special Resolution.

Prospectus means a prospectus under which Notes are offered for issue as supplemented from time to time and includes any replacement prospectus in respect of such prospectus.

Definitions (*continued*)

Record Date means, in relation to any payment to be made under or in respect of the Notes:

- (a) subject to paragraphs (b) and (c) below, the date which is eight calendar days before the applicable due date for payment;
- (b) such other date as is determined by the Issuer in its absolute discretion, and communicated to the ASX not less than eight calendar days before the Record Date which would have been determined under paragraph (a) above; or
- (c) such other date as may be required by, or agreed with, the ASX.

Wherever it is necessary to determine the Noteholder as at a Record Date, such determination will be made as of such time as the Issuer reasonably determines.

Redemption means the redemption of a Note by payment of its Redemption Price in accordance with these Note Terms and the words Redeem, Redeemable and Redeemed have a corresponding meaning.

Redemption Date in relation to a Note means the date for Redemption of that Note in accordance with these Note Terms.

Redemption Price means:

- (a) in respect of any Note to be Redeemed under clause 9.4.3, an amount equal to 100% of the Face Value of the Note together with any accrued (but unpaid) Interest on the Note up to (but excluding) the Redemption Date for the Note;
- (b) in respect of any Note to be Redeemed under clause 9.4.4, an amount equal to 101% of the Face Value of the Note together with any accrued (but unpaid) Interest on the Note up to (but excluding) the Redemption Date for the Note;
- (c) in respect of any Note to be Redeemed under clause 9.4.5, an amount equal to 100% of the Face Value of the Note together with any accrued (but unpaid) Interest on the Note up to (but excluding) the Redemption Date for the Note;
- (d) in respect of any Note to be Redeemed under clause 9.4.6(a)(i) as a result of the occurrence of a Change of Control Event, an amount equal to 101% of the Face Value of the Note together with any accrued (but unpaid) Interest on the Note up to (but excluding) the Redemption Date for the Note; and
- (e) in respect of any other Note to be Redeemed on its Maturity Date or otherwise, an amount equal to 100% of the Face Value of the Note together with any accrued (but unpaid) Interest up to (but excluding) the Redemption Date for the Note.

Register means the register of Noteholders established and maintained under the Trust Deed and, where appropriate, includes:

- (a) a sub-register maintained by or for the Issuer under the Corporations Act, the ASX Listing Rules or the ASX Settlement Operating Rules; and
- (b) any branch register.

Registrar means Boardroom Pty Limited (ABN 14 003 209 836) or any other person appointed by the Issuer to maintain the Register and perform any payment and other duties in relation to the Notes.

Related Bodies Corporate has the meaning given to it in the Corporations Act.

Restricted Securities has the same meaning as in the ASX Listing Rules and extends to Notes which are subject to voluntary restrictions by agreement between the Issuer and one or more Noteholders.

Restriction Agreement means an agreement which is required to be concluded under Chapter 9 of the ASX Listing Rules or in voluntarily concluded between the Issuer and one or more Noteholders.

Security Interest means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other right of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset. It includes any retention of title other than in the ordinary course of trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is default in payment of moneys secured by that charge or lien.

Special Resolution means:

- (a) a resolution passed at a meeting of the Noteholders duly called and held under the Meeting Provisions:
 - (i) by more than 66% of the persons voting on a show of hands (unless paragraph (ii) below applies); or
 - (ii) if a poll is duly demanded, then by a majority consisting of more than 66% of the votes cast; or
- (b) a resolution passed by postal ballot or written resolution, then by Noteholders representing (in aggregate) more than 66% of the principal amount of the Notes outstanding as at the Notification Date or (in the case of resolutions passed by postal ballot) outstanding as at the date determined by the Issuer, with the Trustee's approval.

Definitions (continued)

Statement of Holding means a statement of holding (in the form determined by the Issuer and the Registrar from time to time) which sets out details of the number of Notes inscribed in the Register in the Noteholder's name as at the date specified in the statement.

Subsidiary has the meaning given to it in the Corporations Act, but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in section 50M of the Corporations Act) and, without limitation:

- (a) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (b) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation.

Tax means any tax (including any consumption tax, goods and services tax (including GST) and value added tax), levy, impost, charge, withholding, deduction, fee or duty (including stamp and transaction duties) assessed, levied, imposed or collected by a government authority and any related interest, penalty, fine or expense in connection with it, except if imposed on, or calculated having regard to, the net income of a Noteholder or the Trustee.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth), as the context requires.

Tax Authority means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official, having power to tax.

Tax Event occurs where, on or after the Issue Date for a Note, the Issuer receives an opinion of a nationally recognised legal counsel or tax adviser in Australia, experienced in such matters, that as a result of a change in a law or in the application or interpretation of a law there is a more than insubstantial risk that:

- (a) any payment to a Noteholder under the Note will be subject to an amount of withholding or deduction in respect of any Taxes or other governmental charges for which the Issuer must pay an Additional Amount; or
- (b) payment of an amount of Interest on the Note will not be, or will cease to be, allowed as a deduction for Australian tax purposes.

Tax Redemption Notice has the meaning given to it in clause 9.4.4(a).

Total Debt means, at any time, the outstanding principal amount of all Financial Indebtedness of the Issuer as at such time.

Trust Deed means the trust deed entitled Trust Deed relating to the 'ECP Convertible Note Trust (2022)' dated on or about 4 March 2022, and entered into by the Issuer and the Trustee.

Trustee means Equity Trustees Limited ACN 004 031 298 in its capacity as trustee of the Trust or any successor or such other person appointed in accordance with the Trust Deed as trustee of the Trust.

VWAP for the purpose of determining adjustments to the Conversion Price in respect of a Note to be Converted means the average of the daily volume weighted average sale prices of the Ordinary Shares sold on the ASX during the period specified in these Note Terms, excluding any transaction defined in the applicable Clearing System rules as 'special', crossings prior to the commencement of normal trading, crossings during the after-hours adjust phase and any overseas trades or exchange traded option exercises, subject to the following adjustments:

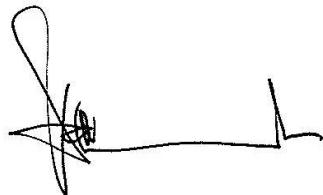
- (a) where, on some or all of the Business Days in the relevant period, Ordinary Shares have been quoted on the ASX as cum dividend or cum any other distribution or entitlement which is not extended to a Noteholder, and the Note will convert into Ordinary Shares after the date those Ordinary Shares no longer carry that entitlement, then the VWAP on the Business Days on which those Ordinary 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 distribution (with no value included for any franking credits);
 - (ii) in the case of an entitlement which is traded on the ASX on any of those Business Days, the volume weighted average price of all such entitlements sold on the ASX during the relevant period on the Business Days on which those entitlements were traded; or
 - (iii) in the case of an entitlement not traded on the ASX during the relevant period, the value of the entitlement as reasonably determined by the Directors; and
- (b) where, on some or all of the Business Days in the relevant period, Ordinary Shares have been quoted ex dividend, ex distribution or ex entitlement, and the Note will convert into Ordinary Shares which carry entitlements for the holders of those Ordinary Shares to receive the relevant dividend, distribution or entitlement, the VWAP on the Business Days on which those Ordinary Shares have been quoted ex dividend, ex distribution or ex entitlement will be increased by the Cum Value.

10 AUTHORISATION

10.1 Authorisation

This Prospectus is issued by the Company. Each Director has consented to the lodgement of the Prospectus with ASIC.

Dated 4 March 2022



Mr Murray d'Almeida
Chairman

11 GLOSSARY

In this document:

AFSL	means Australian financial services licence.
Annual Report	means the annual report of the Company for the financial year ended 30 June 2021 which includes audited financial statements for the financial year ended 30 June 2021 and the auditor's report, which was lodged with ASX and ASIC on 21 September 2021.
Applicant	means a person or entity who submits an Application.
Application	means an application made to acquire ECP Notes under this Prospectus.
Application Form	means the application form referred to in, and accompanied by a copy of, this Prospectus.
Application Monies	means the monies submitted by Applicants in respect of their Applications.
ASIC	means the Australian Securities and Investments Commission.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Authorised Intermediary	means Taylor Collison Limited ACN 008 172 450.
Bank Bill Swap Rate	means the average mid-rate at approximately 10.00am for Prime Bank Eligible Securities (comprising bank accepted bills and negotiable certificates of deposit issued by banks that have met the eligibility criteria and conditions required to be a current bank bill swap rate Prime Bank) with tenors of one to six months on a Sydney business day.
Board	means the board of Directors of the Company.
Broker Firm Offer	means the Offer of ECP Notes under this Prospectus to Australian clients of Syndicate Brokers who participating Wholesale and Sophisticated Clients and Retail Clients.
Business Day	means a business day as defined in the Listing Rules.
Change of Control Event	has the meaning given to that term in the ECP Note Terms.
CHESS	means Clearing House Electronic Subregister System, operated by ASX Settlement.
Clean-Up Event	has the meaning given to that term in the ECP Note Terms.
Closing Date	means the date on which the Offer closes, being 1 April 2022, or another date nominated by the Company, in consultation with the Lead Manager, subject to the Listing Rules.
Company, ECP Emerging Growth, ECP or Issuer	means ECP Emerging Growth Limited ACN 167 689 821.
Constitution	means the constitution of ECP.
Conversion	means the conversion of a ECP Note in accordance with the ECP Note Terms and the words Convert, Convertible, Converting and Converted bear a corresponding meaning.
Conversion Amount	has the meaning given to that term in the ECP Note Terms.

Conversion Date	has the meaning given to that term in the ECP Note Terms.
Conversion Notice	has the meaning given to that term in the ECP Note Terms.
Conversion Period	has the meaning given to that term in the ECP Note Terms.
Conversion Price	has the meaning given to that term in the ECP Note Terms.
Corporations Act	means <i>Corporations Act 2001 (Cth)</i> .
Delisting Event	has the meaning given to that term in the ECP Note Terms.
Directors	means the directors of the Company.
Distribution	has the meaning given to that term in the ECP Note Terms.
Dividend Reinvestment Plan	means the dividend reinvestment plan operated by the Company, accessible on the Company's website www.ecpam.com/emerging/ in the document named 'Dividend Reinvestment Plan – Feb 2020 – Corp. Governance'.
Early Redemption Notice	has the meaning given to that term in the ECP Note Terms.
ECP Note Terms	means the terms of issue of the ECP Notes as detailed in section 9.
ECP Note Trust	means the trust named the 'ECP Convertible Note Trust (2022)' established under the ECP Trust Deed.
ECP Notes or ECP Note	means the redeemable, unsecured, unsubordinated, convertible notes offered by ECP under this Prospectus.
ECP Trust Deed	means the document entitled 'ECP Trust Deed relating to the ECP Convertible Note Trust (2022)' dated on or around 4 March 2022 between ECP and the Trustee described in section 6.5 of this Prospectus.
Eligible Participant	means any person who has a registered address in Australia and who, as at the Priority Offer Record Date, was a shareholder in ECP Emerging Growth.
Event of Default	has the meaning given to that term in the ECP Note Terms.
Exposure Period	means the seven day period after the date of lodgement of the Prospectus with ASIC. This period may be extended by ASIC for a further period of up to seven days.
Face Value	has the meaning given to that term in the ECP Note Terms.
Financial Indebtedness	has the meaning given to that term in the ECP Note Terms.
Financial Information	has the meaning given to in section 3.1.
Half Yearly Report	means the report of the Company for the half year ended 31 December 2021 which includes reviewed financial statements for the financial year ended 31 December 2021 and the auditor's review report, which was lodged with ASX and ASIC on 23 February 2022.
Historical Financial Information	has the meaning given to in section 3.1.
Holding Statement	means a statement issued to Noteholders by the Registrar which sets out the number of ECP Notes issued to that Noteholder.
Initial Issue Date	has the meaning given to that term in the ECP Note Terms.
Insolvency Event	has the meaning given to that term in the ECP Note Terms.
Interest Payment Date	has the meaning given to that term in the ECP Note Terms.

Interest Rate	has the meaning given to that term in the ECP Note Terms.
Investment Manager or ECP Asset Management	means ECP Asset Management Pty Ltd ACN 158 827 582 (Corporate Authorised Representative 441986 of AFSL 421704).
Issue Date	has the meaning given to that term in the ECP Note Terms.
Issue Price	has the meaning given to that term in the ECP Note Terms.
Lead Manager	means Taylor Collison Limited ACN 008 172 450.
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Listing Rule 7.1 Capacity	has the meaning given to it in section 7.1.
LTV Ratio Event	has the meaning given to that term in the ECP Note Terms.
Maturity Date	has the meaning given to that term in the ECP Note Terms.
Noteholder	has the meaning given to that term in the ECP Note Terms.
Noteholder Redemption Election Notice	has the meaning given to that term in the ECP Note Terms.
Noteholder Redemption Event Notice	has the meaning given to that term in the ECP Note Terms.
Noteholder Resolution	has the meaning given to that term in the ECP Note Terms.
NTA	means net tangible assets.
Offer	means the offer to subscribe for ECP Notes under this Prospectus at the Offer price of \$1.43 under this Prospectus, comprising the Priority Offer and the Broker Firm Offer.
Offer Management Mandate	means the Offer Management Mandate dated on or around 24 February 2022 between ECP Emerging Growth and the Lead Manager.
Ordinary Shares	means fully paid ordinary shares in ECP.
Participating Broker	means any participating organisation of ASX selected by ECP in agreement with the Lead Manager to participate in the Broker Firm Offer.
Permitted Financial Indebtedness	has the meaning given to that term in the ECP Note Terms.
Priority Offer	means the Offer of ECP Notes under this Prospectus to Eligible Participants and any other party as determined by ECP in its discretion. The Priority Offer is also open to any other party as determined by ECP in its discretion
Priority Offer Record Date	means 5:00pm (Brisbane time) 3 March 2022.
Pro Forma Historical Financial Information	has the meaning given to in section 3.1.
Prospectus	means this prospectus.
Redemption	means the redemption of an ECP Note in accordance with the ECP Note Terms and the words Redeem, Redeemable and Redeemed bear their corresponding meanings.
Redemption Date	has the meaning given to that term in the ECP Note Terms.

Register	has the meaning given to that term in the ECP Note Terms.
Registrar	means Boardroom Pty Limited (ABN 14 003 209 836) or any other person appointed by ECP to maintain the Register and perform any payment and other duties as specified in that agreement.
Related Body Corporate	has the meaning given to that term in the Corporations Act.
Retail Client	means a person who is not a Wholesale and Sophisticated Client.
Security Interest	has the meaning given to that term in the ECP Note Terms.
Shareholder Approval	means the approval by Shareholders of the issue of the ECP Notes pursuant to Listing Rule 7.1 and Listing Rule 10.11 at the Meeting of Shareholders.
Shareholders	means shareholders in ECP Emerging Growth.
Special Resolution	has the meaning given to that term in the ECP Note Terms.
Subsidiary or Subsidiaries	has the meaning given to that term in the ECP Note Terms.
Successful Applicant	means an Applicant who is allocated ECP Notes under the Offer.
Syndicate Broker	means the Lead Manager or Participating Brokers.
Tax Act	has the meaning given to that term in the ECP Note Terms.
Tax Event	has the meaning given to that term in the ECP Note Terms.
Tax Redemption Notice	has the meaning given to that term in the ECP Note Terms.
Trustee	means Equity Trustees Limited ACN 004 031 298 in its capacity as trustee of the ECP Note Trust or any successor or such other person appointed in accordance with the ECP Trust Deed as trustee of the ECP Note Trust.
Us or we	means the Company.
Wholesale and Sophisticated Clients	means a person who is either a 'professional investor' or 'sophisticated investor' within the meaning of sections 708(11) and 708(8) of the Corporations Act, respectively.
You	means the investors under this Prospectus.

CORPORATE DIRECTORY

Company

ECP Emerging Growth Limited

ACN 167 689 821
Level 4, 388 George Street
SYDNEY NSW 2000
www.ecpam.com/emerging

Lead Manager to the Offer

Taylor Collison Limited

Level 10, 151 Macquarie Street
SYDNEY NSW 2000
www.taylorcollison.com.au

Directors

Mr Murray d'Almeida
Mr David Crombie AM
Mr Jared Pohl
Mr Scott Barrett (Alternate Director)

Lawyers to the Offer

McCullough Robertson

Level 11
66 Eagle Street
BRISBANE QLD 4000
www.mccullough.com.au

Company Secretary

Mr Scott Barrett

Trustee

Share Registry

Boardroom Pty Limited

Level 12, 225 George Street
SYDNEY NSW 2000
www.boardroomlimited.com.au

Equity Trustees Limited

Level 1, 575 Burke Street,
MELBOURNE VIC 3000
www.eqt.com.au

Auditor

Connect National Audit Pty Ltd

Level 9
Wyndham Corporate Centre
1 Corporate Court
BUNDALL QLD 4217
www.connectaudit.com.au

ECP Emerging Growth Limited

ACN 167 689 821

Broker Firm Application Form

This is an Application Form for ECP Notes in ECP Emerging Growth Limited (**Company**) under the Broker Firm Offer on the terms set out in the prospectus dated 4 March 2022 and any replacement prospectus (as required) (**Prospectus**). Defined terms in the Prospectus have the same meaning in this Application Form. You may apply for a minimum of 1,399 ECP Notes. This Application Form and your payment must be received by your broker by **5.00pm (Brisbane Time) on the Closing Date**.

This Application Form is important. If you are in doubt as to how to deal with this Application Form, please contact your accountant, lawyer, stockbroker or other professional adviser. The Prospectus contains information relevant to a decision to invest in the ECP Notes of the Company and you should read the entire Prospectus carefully before applying for ECP Notes.

This Application Form does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. The ECP Notes referred to herein have not been, and will not be, registered under the U.S. Securities Act of 1933 (the **U.S. Securities Act**) or under the securities laws of any state or other jurisdiction of the United States. The ECP Notes may not be offered or sold, directly or indirectly, in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws.

To meet the requirements of the *Corporations Act 2001* (Cth), this Application Form must not be distributed to another person unless included in or accompanied by the Prospectus. A person who gives another person access to this Application Form must, at the same time and by the same means, give the other person access to the Prospectus. During the Offer period, the Company will send you a free copy of the Prospectus if you have received an electronic Prospectus and you ask for a paper copy.

PLEASE FOLLOW THE INSTRUCTIONS TO COMPLETE THIS APPLICATION FORM (SEE REVERSE) AND PRINT CLEARLY IN CAPITAL LETTERS USING BLACK OR BLUE PEN.

Broker Reference – Stamp Only

Broker Code

Advisor Code

--	--	--

--	--	--	--

A	Number of ECP Notes you are applying for	x \$1.43 per ECP Note	=	B	Total amount payable
	<input type="text"/>			\$	<input type="text"/>
Minimum of 1,399 ECP Notes to be applied for					

C	Write the name(s) you wish to register the ECP Notes in (see reverse for instructions)
Applicant #1 <input type="text"/>	
Name of Applicant #2 or <Account Designation> <input type="text"/>	
Name of Applicant #3 or <Account Designation> <input type="text"/>	

D	Write your postal address here	
Number/Street <input type="text"/>		
<input type="text"/>		
Suburb/Town <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>

E	CHESS participant – Holder Identification Number (HIN)	<i>Important please note if the name and address details above in sections C and D do not match exactly with your registration details held at CHESS, any ECP Notes issued as a result of your Application will be held on the Issuer Sponsored subregister.</i>
<input checked="" type="checkbox"/> <input type="text"/>		

F	Enter your Tax File Number(s), ABN, or exemption category
Applicant #1 <input type="text"/>	
Applicant #2 <input type="text"/>	
Applicant #3 <input type="text"/>	

G	Cheque payment details – PIN CHEQUE(S) HERE. Cheque to be made in accordance with the instruction from your broker. If payment is made by cheque, enter cheque details below.
Name of drawer of cheque <input type="text"/>	
Cheque no. <input type="text"/>	
BSB no. <input type="text"/>	
Account no. <input type="text"/>	
Cheque Amount A\$ <input type="text"/>	

H	Contact telephone number (daytime/work/mobile)	Contact name
<input type="text"/> <input type="text"/>		<input type="text"/>
E-mail address <input type="text"/>		

Declaration By submitting this Application Form with your Application Monies, I/we declare that I/we:

- ✓ have read the Prospectus in full;
- ✓ have received a copy of the electronic Prospectus or a print out of it;
- ✓ have completed this Application Form in accordance with the instructions on the form and in the Prospectus;
- ✓ declare that the Application Form and all details and statements made by me/us are complete and accurate;
- ✓ agree and consent to the Company collecting, holding, using and disclosing my/our personal information in accordance with the Prospectus;
- ✓ where I/we have been provided information about another individual, warrant that I/we have obtained that individual's consent to the transfer of their information to the Company;
- ✓ acknowledge that once the Company accepts my/our Application Form, I/we may not withdraw it;
- ✓ apply for the number of ECP Notes that I/we apply for (or a lower number allocated in a manner allowed under the Prospectus);
- ✓ acknowledge that my/our Application may be rejected by the Company in its absolute discretion;
- ✓ authorise the Company and their respective officers and agents to do anything on my/our behalf necessary (including the completion and execution of documents) to enable the ECP Notes to be allocated to me/us;
- ✓ am/are over 18 years of age;
- ✓ agree to be bound by the constitution of the Company;
- ✓ acknowledge that neither the Company nor any person or entity guarantees any particular rate of return on the ECP Notes, nor do they guarantee the repayment of capital;
- ✓ acknowledge and agree that the Offer may be withdrawn by the Company or may not otherwise proceed in the circumstances described in the Prospectus;
- ✓ represent, warrant and agree that I/we am/are not in the United States or a US Person and am/are not acting for the account or benefit of a US Person; and
- ✓ represent, warrant and agree that I/we have not received this Prospectus outside Australia and am/are not acting on behalf of a person resident outside Australia or New Zealand.

Guide to the Application Form**YOU SHOULD READ THE PROSPECTUS CAREFULLY BEFORE COMPLETING THIS APPLICATION FORM.**

Please complete all relevant sections of the appropriate Application Form using BLOCK LETTERS. These instructions are cross-referenced to each section of the Application Form.

Instructions

- A** If applying for ECP Notes insert the **number** of ECP Notes for which you wish to subscribe at Item **A** (not less than 1,399 ECP Notes representing a minimum investment of \$2,000.00). Multiply by A\$1.43 to calculate the total Application Monies for ECP Notes and enter the **A\$amount** at Item **B**.
- C** Write your **full name**. Initials are not acceptable for first names.
- D** Enter your **postal address** for all correspondence. All communications to you from the Company will be mailed to the person(s) and address as shown. For joint Applicants, only one address can be entered.
- E** If you are sponsored in CHESS by a stockbroker or other CHESS participant you may enter your CHESS HIN if you would like the allocation to be directed to your HIN. **NB: your registration details provided must match your CHESS account exactly.**
- F** Enter your Australian tax file number ("**TFN**") or **ABN** or exemption category, if you are an Australian resident. Where applicable, please enter the TFN/ABN of each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation of your TFN is not compulsory and will not affect your Application Form. However, if no TFN is quoted your dividends and distributions may be taxed at the highest marginal tax rate plus medicare levy.
- G** Applicants pay their Application Monies to their Broker in accordance with the relevant Broker's directions. Please contact your broker for further instructions.
- H** Enter your **contact details, including name, phone number and e-mail address**, so we may contact you regarding your Application Form or Application Monies.

Correct Form of Registrable Title

Note that ONLY legal entities can hold the ECP Notes. The Application must be in the name of a natural person(s), companies or other legal entities acceptable to the Company. At least one full given name and surname is required for each natural person. Examples of the correct form of registrable title are set out below.

Type of Investor	Correct Form of Registrable Title	Incorrect Form of Registrable Title
Individual	Mr John David Smith	J D Smith
Company	ABC Pty Ltd	ABC P/L or ABC Co
Joint Holdings	Mr John David Smith & Mrs Mary Jane Smith	John David & Mary Jane Smith
Trusts	Mr John David Smith <J D Smith Family A/C>	John Smith Family Trust
Deceased Estates	Mr Michael Peter Smith <Est Lte John Smith A/C>	John Smith (deceased)
Partnerships	Mr John David Smith & Mr Ian Lee Smith	John Smith & Son
Clubs/Unincorporated Bodies	Mr John David Smith <Smith Investment A/C>	Smith Investment Club
Superannuation Funds	John Smith Pty Limited <J Smith Super Fund A/C>	John Smith Superannuation Fund

Lodgment

Mail your completed Application Form with your cheque(s) or bank draft attached to your broker, and complete the broker details below:

Broker Contact Number	Broker Name
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

Do NOT lodge this Application Form with the Registrar.

The Broker Firm Offer is expected to open on Tuesday, 15 March 2022 and close at 5:00 p.m. (Brisbane Time) on Friday, 1 April 2022, unless varied in accordance with the Corporations Act and ASX Listing Rules. Your broker must receive your completed Application Form and Application Monies in time to arrange settlement on your behalf by the Closing Date for the Broker Firm Offer.

It is not necessary to sign or otherwise execute the Application Form.

If you have any questions as to how to complete the Application Form, please contact Boardroom Pty Limited on 1300 737 760 within Australia and +61 2 9290 9600 outside Australia.

Privacy Statement

ECP Emerging Growth Limited advises that Chapter 2C of the Corporations Act requires information about its noteholders (including names, addresses and details of notes held) to be included in the Company's note register. Information is collected to administer your securityholding and if some or all of the information is not collected then it might not be possible to administer your securityholding. Your personal information may be disclosed to the Company. To obtain access to your personal information or more information on how the Company collects, stores, uses and discloses your information please contact the Company at the address or telephone number shown in the Prospectus.

The Registrar's Privacy Policy (**Privacy Policy**) also sets out important information relating to the collection, use and disclosure of all personal information that you provide to the Company. Please ensure that you and all relevant individuals have read the Privacy Policy carefully before submitting this Application Form. The Privacy Policy can be found on the website <https://www.boardroomlimited.com.au/corp/privacy-policy>.

ECP

Emerging Growth Limited

The Pavilion
Level 4, 388 George St
Sydney NSW 2000

www.ecpam.com/emerging