

For personal use only

Information Memorandum



QMS Media Limited

(ABN 71 603 037 341)

Issue of Australian Dollar Notes

Guaranteed by certain of its subsidiaries

Lead Manager and Initial Subscriber

National Australia Bank Limited

(ABN 12 004 044 937)

The date of this Information Memorandum is 14 November 2017

Contents

Important Notice	1
Summary	7
The Issuer and the Guarantors	13
Investment Risks	21
Conditions	24
Pricing Supplement	52
Selling and Distribution Restrictions	55
Australian Taxation	57
U.S. Foreign Account Tax Compliance Act and OECD Common Reporting Standard	61
Directory	62

For personal use only

Important Notice

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

Introduction

This Information Memorandum relates to an issue of Australian dollar notes ("**Notes**") by QMS Media Limited (ABN 71 603 037 341) ("**Issuer**").

The Notes are unconditionally and irrevocably guaranteed by each Guarantor listed in the section entitled "*Summary*" below, (each an "**Initial Guarantor**") pursuant to the guarantee ("**Guarantee**") set out in the note trust deed dated 10 November 2017 ("**Note Trust Deed**") between the Issuer, the Initial Guarantors and Perpetual Corporate Trust Limited (ABN 99 000 341 533) ("**Trustee**"). The Issuer may, from time to time, and in accordance with the terms of the Note Trust Deed appoint or procure the appointment of any wholly-owned subsidiary of the Issuer which is not an Initial Guarantor as an additional guarantor (each such guarantor, a "**New Guarantor**" and together with the Initial Guarantors, the "**Guarantors**") or, in accordance with the terms of the Note Trust Deed, obtain a release of the guarantee provided by a Guarantor (and such released entity shall no longer be a Guarantor).

References to "**Information Memorandum**" are to this Information Memorandum and any other document incorporated by reference in the section entitled "*The Issuer and the Guarantors*" below collectively and to any of such documents individually.

This Information Memorandum is intended for the exclusive use of certain potential investors for the evaluation of a specific opportunity to invest in certain Notes that may be issued by the Issuer to such potential investors and may not be reproduced, used or given to any other person, in whole or in part, for any purpose other than that for which it is intended.

This Information Memorandum has been prepared solely for information purposes to assist in consideration of the proposed financing arrangements contained herein. In all cases, the recipients should conduct their own independent investigation and analysis of the Notes, the Note Trust Deed, the Issuer and the Guarantors and should not rely on the information in this Information Memorandum. None of the Issuer, the Guarantors nor any other person assumes any undertaking to supplement any such information as further information becomes available or in light of changing circumstances.

Whilst the Issuer believes that the information contained in the Information Memorandum is not misleading or deceptive, the Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act 2001 (Cth) ("**Corporations Act**") and does not contain all information that prospective investors may require in order to decide whether to proceed with an investment in the Notes. It is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, the Guarantors or the Notes and prospective investors should make (and will be taken to have made) their own independent investigation of such matters and should determine for themselves the relevance of the information contained in this Information Memorandum, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary. This Information Memorandum is not suitable for, and is not to be provided to, any 'retail client' as defined in section 761G of the Corporations Act. The Notes are intended for issue and sale solely to professional and sophisticated investors who have the skill and experience necessary to make their own investigations and analysis of the risks involved in investments in instruments of that kind and of the Issuer without the need for disclosure to investors under the Corporations Act. If you are not such an investor then the Notes may not be a suitable investment for you. If in any doubt, consult your financial adviser.

Prospective investors should read this Information Memorandum carefully prior to making any decision in relation to purchasing, subscribing for or investing in the Notes.

Issuer's responsibility

This Information Memorandum has been prepared and issued by the Issuer. The Issuer accepts responsibility for the information contained in this Information Memorandum other than information provided by the Lead Manager and Initial Subscriber, the Trustee and the Agents (each as defined in the section entitled "**Summary**" below) in relation to their respective details in the sections entitled "*Summary*" and "*Directory*" below.

Trustee's duty

The Trustee's duties and obligations are limited to those expressly set out in the Conditions and in the Note Trust Deed. In particular, the Trustee is not required to monitor or supervise the performance by the Issuer or any Guarantor of their obligations.

Place of issuance

Subject to all applicable laws and directives, the Issuer may offer and issue Notes in Australia and New Zealand.

Terms and conditions of issue

The Notes will be issued in a single series under the Note Trust Deed. The series may comprise one or more tranches (each a "**Tranche**") having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the date of the first payment of interest).

A pricing supplement ("**Pricing Supplement**") will be issued for each Tranche of Notes. A Pricing Supplement will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest payable (if any) together with any other terms and conditions not set out in the section entitled "*Conditions*" below that may be applicable to that series of Notes. The terms and conditions ("**Conditions**") applicable to the series of Notes are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes.

A Pricing Supplement or another supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

Forward-looking statements

This Information Memorandum contains certain forward-looking statements including, without limitation, words and expressions such as 'expect', 'believe', 'plan', 'intend', 'estimate', 'project', 'anticipate', 'may', 'will', 'would', 'could' or similar words or statements (however, these words are not the exclusive means of identifying forward looking statements). In particular, the section entitled "*The Issuer and the Guarantors*" in this Information Memorandum, contain statements in relation to future events, the Issuer's prospects, expected financial condition, business strategies, the future developments of the operations of the Issuer and its industry.

These statements are based on a range of assumptions including assumptions regarding the Issuer's present and future business strategy and the environment in which it expects to operate in the future. These matters and future results could differ materially from those expressed or implied by these forward-looking statements and although these forward-looking statements reflect its current view of future events, they are not a guarantee of future performance or other matters.

In addition, the Issuer's future performance may be affected by various factors and risks. Should one or more risks or uncertainties eventuate, or should any underlying assumptions prove incorrect, actual outcomes may vary materially from those indicated. Prospective investors should therefore not place undue reliance on any of these forward-looking statements.

In this Information Memorandum, statements of, or references to, intentions of the Issuer or those of

its directors are made as at the date of this Information Memorandum. Any such intentions may change in light of future developments.

The Issuer expressly disclaims any obligation or undertaking to release, publicly or otherwise, any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions, assumptions or circumstances on which any such statement was based or any change in the intentions of the Issuer or its directors.

Non-IFRS financial measures

Investors should be aware that this Information Memorandum includes certain financial measures that are non-IFRS financial measures. These non-IFRS financial measures include 'EBITDA'. Such non-IFRS information has not been audited or auditor-reviewed, and should not be considered as an indication of or alternative to an IFRS measure of profitability, financial performance or liquidity. These non-IFRS financial measures do not have any standardised meaning prescribed by Australian Accounting Standards and therefore may not be comparable to similarly titled measures presented by other entities.

No independent verification

The only role of the Lead Manager and Initial Subscriber, the Trustee and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective details in the section entitled "*Directory*" below are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Lead Manager and Initial Subscriber, the Trustee and the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any of them, as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Notes.

The Lead Manager and Initial Subscriber, the Trustee and the Agents expressly do not undertake to any holder of a Note to review the financial condition or affairs of the Issuer, the Guarantors or any of their affiliates at any time or to advise any holder of a Note of any information coming to their attention with respect to the Issuer or a Guarantor and make no representations as to the ability of the Issuer or a Guarantor to comply with their respective obligations under the Notes.

Intending purchasers to make independent investment decision and obtain tax advice

This document contains only summary information concerning the Issuer, the Guarantors and the Notes and should be read in conjunction with all of the documents which are deemed to be incorporated by reference herein. The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, any Guarantor, any of their respective affiliates or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a representation or report of either of those things) by any of the Issuer, any Guarantor, the Lead Manager and Initial Subscriber, the Trustee or the Agents that any recipient of this Information Memorandum should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes. Furthermore, this Information Memorandum contains only general information and does not take into account the objectives, financial situation or needs of any potential investor.

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

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer, the Guarantors, any of their respective affiliates and the Notes;
- determine for themselves the relevance of the information contained in this Information

Memorandum, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and

- consult their own tax advisers concerning the application of any tax (including stamp duty) laws applicable to their particular situation.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them or any other matter. To the extent that this Information Memorandum contains any description of taxation matters or other matters calling for any opinion or professional judgement, such description is included for information purposes only and should be confirmed by each investor with its own professional advisers in light of its own particular circumstances.

THIS INFORMATION MEMORANDUM DOES NOT DESCRIBE ALL OF THE RISKS OF AN INVESTMENT IN ANY NOTES. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN PROFESSIONAL, FINANCIAL, LEGAL AND TAX ADVISERS ABOUT RISKS ASSOCIATED WITH AN INVESTMENT IN ANY NOTES AND THE SUITABILITY OF INVESTING IN THE NOTES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

No offer

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, any Guarantor, the Lead Manager and Initial Subscriber, the Trustee or the Agents (or, without limitation, their respective shareholders, subsidiaries, affiliates, related bodies corporate, officers, employees, representatives or advisors) to any person to subscribe for, purchase or otherwise deal in any Notes.

Selling restrictions and no disclosure

EACH INVESTOR SUBSCRIBING FOR, PURCHASING OR OTHERWISE DEALING IN ANY NOTES IS DEEMED TO HAVE REPRESENTED AND WARRANTED TO THE ISSUER AND TO THE LEAD MANAGER AND INITIAL SUBSCRIBER THAT IT IS A PERSON TO WHOM IT IS LAWFUL TO MAKE ANY OFFER OF NOTES AND IT IS A PERSON TO WHOM AN OFFER OF NOTES FOR ISSUE OR SALE MAY BE MADE WITHOUT DISCLOSURE UNDER PART 6D.2 OR CHAPTER 7 OF THE CORPORATIONS ACT AND IS NOT A 'RETAIL CLIENT' AS DEFINED IN SECTION 761G OF THE CORPORATIONS ACT.

This Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act and neither this Information Memorandum nor any other disclosure document in relation to the Notes has been lodged with the Australian Securities and Investments Commission ("ASIC"). A person may not make or invite an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia) or distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes in Australia unless the minimum aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in another currency, in each case disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act, the offeree is not a retail client as defined in section 761G of the Corporations Act, and such action complies with all applicable laws and directives.

The offering, sale and delivery of Notes and the distribution of this Information Memorandum and other material in relation to the Notes may also be restricted by law in other jurisdictions and persons in possession of this Information Memorandum or who wish to offer, sell or deliver any Notes must inform themselves about, and observe, any such restrictions. None of the Issuer, the Guarantors, the Trustee, the Agent, the Lead Manager or the Initial Subscriber or any of their respective related bodies corporate, shareholders, subsidiaries, officers, employees, representatives or advisors represents that this Information Memorandum may at any time be lawfully distributed or that any Notes may at any time be lawfully offered, sold or delivered in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such distribution, offer, sale or delivery.

In particular, the Notes have not been, and will not be, registered under the Securities Act 1933 (as amended) of the United States of America ("**U.S. Securities Act**"). The Notes may not be offered, sold, delivered or transferred, at any time, within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act).

The Lead Manager and Initial Subscriber has undertaken to the Issuer to comply with certain restrictions in relation to offers of the Notes as set out in the Section entitled "*Selling and Distribution Restrictions*" of this Information Memorandum. A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes except if the offer or invitation complies with all applicable laws and directives.

No authorisation

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, the Guarantors, any of their respective affiliates or the issue or sale of the Notes and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer, the Guarantors, the Lead Manager and Initial Subscriber, the Trustee or the Agents.

Agency and distribution arrangements

The Issuer has agreed or may agree to pay fees to the Trustee and the Agents for undertaking their respective roles and reimburse them for expenses properly incurred in connection with the Notes.

The Issuer may also pay a fee to the Lead Manager and Initial Subscriber or any other person in respect of the Notes subscribed by it, and reimburse the Lead Manager and Initial Subscriber for certain expenses properly incurred in connection with the Notes and may indemnify the Lead Manager and Initial Subscriber against certain liabilities in connection with the offer and sale of the Notes.

The Issuer, the Guarantors, the Lead Manager and Initial Subscriber, the Trustee and the Agents, and their respective related entities, directors, officers and employees may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

Each of the Trustee, the Agent, the Lead Manager and Initial Subscriber acts in relation to the Notes in accordance with its agreement with the Issuer and not in any other capacity. Except in the case of the Trustee as specifically provided in the Note Trust Deed, none of them has any duty to a holder of or prospective investor in any Note.

Currency

In this Information Memorandum, references to "**A\$**", "**AUD**" or "**Australian dollars**" are to the lawful currency of the Commonwealth of Australia.

Currency of information

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct, that any other information supplied in connection with the Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer or any Guarantor at any time subsequent to the Preparation Date. In particular, none of the Issuer, any Guarantor or any of their respective affiliates is under any obligation to any person to update this Information Memorandum at any time after an issue of Notes.

In this Information Memorandum, "**Preparation Date**" means:

- in relation to this Information Memorandum, the date indicated on its face or, if this Information

Memorandum has been amended, or supplemented, the date indicated on the face of that amendment or supplement;

- in relation to any annual reports and financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. Investors should review, amongst other things, the documents which are deemed to be incorporated in this Information Memorandum by reference when deciding whether to purchase any Notes.

The following documents are incorporated in, and taken to form part of, this Information Memorandum:

- the Note Trust Deed, copies of which may be obtained from the offices of the Issuer or the Trustee (as specified in the section entitled "*Directory*") or such other person specified in the Pricing Supplement;
- the most recent annual report of the Issuer lodged with ASX, an electronic copy of which is available free of charge at www.asx.com.au (ASX:QMS);
- all announcements made by the Issuer to the ASX, electronic copies of which are available free of charge at www.asx.com.au (ASX:QMS);
- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time and all documents stated herein or therein to be incorporated in this Information Memorandum;
- all other documents issued by the Issuer and stated to be incorporated by reference in this Information Memorandum by reference; and
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum.

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

Except as provided above, no other information, including any document incorporated by reference in any of the documents described above, is incorporated by reference into this Information Memorandum.

Copies of the Note Trust Deed, each Pricing Supplement and documents incorporated by reference in this Information Memorandum may be obtained from the offices of the Issuer, the Trustee or such other person specified in the Pricing Supplement.

Any internet site addresses provided in this Information Memorandum are for reference only and the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

Summary

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, the applicable Conditions and any relevant Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a "Pricing Supplement" does not limit provisions or features which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to an issue of Notes.

Issuer: QMS Media Limited (ABN 71 603 037 341).

Guarantee and Initial Guarantors: The Notes are issued with the benefit of the Guarantee and the payment of principal and interest in respect of the Notes will be unconditionally and irrevocably guaranteed on a joint and several basis by the Guarantors as more fully set out in the Note Trust Deed.

The Initial Guarantors are:

- (a) Q Media Pty Ltd (ABN 70 164 971 608);
- (b) Digital Outdoor Media (AUST) Pty Ltd (ABN 96 600 426 882);
- (c) Digital Outdoor Media (VIC) Pty Ltd (ABN 59 601 626 779);
- (d) Digital Outdoor Media (WA) Pty Ltd (ABN 80 601 626 804);
- (e) Digital Outdoor Media (QLD) Pty Ltd (ABN 63 601 626 797);
- (f) MMTB Pty Ltd (ABN 48 154 810 858);
- (g) QMS Australia Pty Ltd (ABN 92 125 363 484);
- (h) Omnigraphics Australia Pty Ltd (ABN 14 097 848 309);
- (i) Paramount Outdoor Pty Ltd (ABN 96 131 227 006);
- (j) Riverview Signage Pty Ltd (in its own capacity and as trustee of the Riverview Signage Trust) (ACN 600 425 812);
- (k) Standout Media Pty Ltd (ABN 66 154 738 039);
- (l) QMS Rail Media Pty Ltd (ABN 38 164 972 285);
- (m) Plexity Holdings Pty Ltd (ABN 63 604 040 959);
- (n) Octopus Property Pty Ltd (ABN 62 132 552 035);
- (o) Skyline Digital Pty Ltd (ABN 32 605 058 580);
- (p) Elwood Outdoor Advertising Pty Ltd (ABN 33 601 713 268);
- (q) Australian Billboard Company Pty Ltd (ABN 55 055 925 221);
- (r) Digital Outdoor Media (NSW) Pty Ltd (ABN 61 601 626 788);
- (s) QMS NZ Limited (Company Number 5856236); and

(t) iSite Limited (Company Number 1530475).

As more fully described below, the Issuer may, from time to time, as required under Condition 5.2(d) (“**Financial covenants**”) and in accordance with the terms of the Note Trust Deed appoint or procure the appointment of any wholly-owned Subsidiary of the Issuer which is not an Initial Guarantor as an additional guarantor or obtain a release of a guarantor (each entity from time to time appointed as a guarantor which has not been released, a “**Guarantor**”).

Lead Manager and Initial Subscriber:	National Australia Bank Limited (ABN 12 004 044 937).
Registrar:	Perpetual Trustee Company Limited (ABN 42 000 001 007) or such other person appointed by the Issuer under an Agency Agreement to perform registry functions and establish and maintain a Register (as defined below) on the Issuer’s behalf from time to time (“ Registrar ”).
Issuing and Paying Agent:	Perpetual Trustee Company Limited (ABN 42 000 001 007) or any other person appointed by the Issuer under an Agency Agreement to act as issuing or paying agent on the Issuer’s behalf from time to time (“ Issuing & Paying Agent ”).
Calculation Agent:	Perpetual Trustee Company Limited (ABN 42 000 001 007) or any other person appointed by the Issuer to act as calculation agent on the Issuer’s behalf from time to time (“ Calculation Agent ”).
Agents:	Each of the Registrar, Issuing & Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Notes (each an “ Agent ” and, together, the “ Agents ”).
Trustee:	Perpetual Corporate Trust Limited (ABN 99 000 341 533) or such other person appointed under the relevant Note Trust Deed as Trustee from time to time (“ Trustee ”).
Form of Notes:	<p>Notes will be issued in registered form and will be debt obligations of the Issuer which are constituted by, and owing under, the Note Trust Deed.</p> <p>Notes take the form of entries in a register (“Register”) maintained by the Registrar.</p> <p>No certificates in respect of any Notes will be issued unless the Issuer determines that certificates should be available or if certificates are required by any applicable law or directive.</p>
Negative pledge:	Notes will have the benefit of a negative pledge, as described in Condition 5.1 (“ Negative pledge ”).
Financial covenants:	Notes will have the benefit of certain financial covenants as described in Condition 5.2 (“ Financial covenants ”).
Status and ranking of the Notes:	<p>Notes will be direct, senior, unsubordinated and (subject to Condition 5.1 (“Negative pledge”)) unsecured obligations of the Issuer and will at all times rank at least equally with all other present and future direct, senior, unsubordinated and unsecured obligations of the Issuer, except liabilities mandatorily preferred by law.</p> <p>The provider of the Issuer’s senior secured debt facility and any other secured creditors permitted under the Conditions will have the benefit of the security provided by the Issuer to secure its obligations to them.</p>

Consequently, claims of any holder of Notes will effectively rank after claims of these secured creditors.

Status and ranking of Guarantee:

The Notes will be unconditionally and irrevocably guaranteed on a joint and several basis by the Guarantors, subject to the release of such Guarantors and the addition of new entities as Guarantors as set out in the Note Trust Deed. The obligations of each Guarantor under the Guarantee will be direct, senior, unsubordinated and (subject to Condition 5.1 (“Negative pledge”)) unsecured obligations of that Guarantor and will at all times rank at least equally with all other present and future direct, senior, unsubordinated and unsecured obligations of that Guarantor, except liabilities mandatorily preferred by law.

In addition, the Issuer:

- (a) will ensure that, as tested on each Quarter Date by reference to the latest quarterly Financial Statements, the aggregate consolidated EBITDA of the Issuer and the Guarantors (taken as a whole) is at least 90 per cent of the Adjusted EBITDA; and
- (b) will ensure that, as tested on each Quarter Date by reference to the latest quarterly Financial Statements, the aggregate total assets of the Issuer and the Guarantors (taken as a whole) are at least 90 per cent of the Adjusted Total Assets; or
- (c) agrees to cause such of its wholly-owned Subsidiaries to become Guarantors pursuant to the Note Trust Deed within 45 days after the relevant Quarter Date to ensure that, as tested at each Quarter Date thereafter, each of paragraphs (a) and (b) above are satisfied.

The provider of the Issuer’s senior secured debt facility and any other permitted secured creditors under the Conditions will have the benefit of the security provided by the Guarantors to secure their obligations to them. Consequently, claims of any holder of the Notes will rank after claims of these secured creditors.

Interest:

Each Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date (unless redeemed earlier) at the Interest Rate.

Interest is payable in arrear on each Interest Payment Date or such other date on which a Note is redeemed. The amount of interest payable on each Note on each scheduled Interest Payment Date is the Fixed Coupon Amount.

All such information will be set out in the Pricing Supplement.

Denomination:

Notes will be issued in the single denomination of A\$1,000.

Minimum parcel size on initial issue:

A\$50,000, subject to the selling and issue restrictions, the transfer restrictions and the procedures set out in this section.

Clearing System:

The Issuer intends to apply to Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”) for approval for the Notes to be traded on the clearing and settlement system operated by Austraclear (“**Austraclear System**”). Upon approval by Austraclear, the Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Notes. The rights of holders of interests in the Notes

through Austraclear will be subject to the rules and requirements of the Austraclear System.

Interests in the Notes traded in the Austraclear System may also be held for the benefit of Euroclear Bank SA/NV (“Euroclear”) or Clearstream Banking S.A. (“Clearstream, Luxembourg”). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of J.P. Morgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.

The rights of a holder of interests in a Note held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.

Neither the Issuer nor any Guarantor will be responsible for the operation of the clearing arrangements (including any payments on the Notes) which is a matter for the clearing institutions, their nominees, their participants and the investors.

Title: Entry of the name of the person in the Register in respect of the Notes in the registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or error.

Title to interests in the Notes which are held in the Austraclear System will be determined in accordance with the rules and regulations of the Austraclear System.

Notes which are held in the Austraclear System will be registered in the name of Austraclear and accordingly Austraclear will be the sole person regarded by the Issuer as holding any interest in the Notes.

Use of proceeds: The Issuer intends to use the net proceeds from the issue of the Notes for general corporate purposes.

Payments: Payments to persons who hold the Notes through the Austraclear System will be made in accordance with the rules and regulations of the Austraclear System.

Payment Date: A Payment Date for a Note is the Maturity Date, an Interest Payment Date or any other relevant date on which a payment in respect of that Note is due, adjusted in accordance with the applicable Business Day Convention.

Record Date: The Record Date is the close of business (in the place where the Register is maintained) on the eighth day before the Payment Date.

Maturity and redemption: Subject to compliance with all relevant laws, regulations and directives, each Note will be redeemed on its Maturity Date by payment of its outstanding principal amount, unless the Note has been previously redeemed or

purchased and cancelled.

As set out in Condition 8 ("Redemption"), Notes are also redeemable prior to their scheduled maturity:

- at the option of the Issuer on certain Optional Redemption Dates (including prior to the First Optional Redemption Date) and in certain other circumstances (including on asset disposals) or following certain tax events; and/or
- at the option of a holder of a Note following the occurrence of a Change of Control event, each as more fully set out in the Conditions and the Pricing Supplement.

Notes entered in the Austraclear System will be redeemed through the Austraclear System in a manner that is consistent with the rules and regulations of the Austraclear System.

Selling and issue restrictions:

The Notes may only be offered (directly or indirectly) for issue, or applications invited for the issue of the Notes, if:

- the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency and, in each case, disregarding moneys lent by the offeror or its associates or the offerees or its associates) or if the offer or invitation (including any resulting issue) otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act;
- the offer or invitation (including any resulting issue) does not constitute an offer to a "retail client" as defined in section 761G of the Corporations Act;
- such action does not require any document to be lodged with the Australian Securities and Investments Commission; and
- the offer or invitation (including any resulting issue) complies with all other applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place.

The offer, sale and delivery of the Notes and the distribution of this Information Memorandum and other materials in relation to the Notes are also subject to such restrictions as may apply in any country in which such offer, sale, delivery or distribution may occur.

In particular, restrictions on the offer, or sale of Notes in Australia, New Zealand and the United States of America are set out in the Section entitled "*Selling and Distributions Restrictions*" below.

Transfer restrictions and procedures:

Notes may only be transferred in whole and in accordance with the Conditions. Transfers of the Notes held in the Austraclear System will be made in accordance with the rules and regulations of the Austraclear System.

Unless otherwise specified in the Pricing Supplement, the Notes may only be transferred if the offer or invitation for the sale or purchase of the Notes:

- is for an aggregate consideration payable by each transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in each case, disregarding moneys lent by the transferor or its

associates to the transferee or its associates) or if the offer or invitation for the transfer otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act and the transferee is not a “retail client” as defined in section 761G of the Corporations Act; and

- if the offer or invitation for the transfer complies with all other applicable laws and directives in the jurisdiction in which the transfer takes place.

Investors to obtain independent advice with respect to investment and other risks:

Investing in the Notes entails a number of risks. Certain risks associated with QMS Media’s business are outlined in the section entitled “*The Issuer and the Guarantors – Investment Risks*”. However, this Information Memorandum does not describe all the risks associated with QMS Media’s business and the risks associated with an investment in any Notes or the market generally. As such, prospective investors or purchasers should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

Taxes, withholdings, deductions and stamp duty:

All payments in respect of the Notes must be made without any withholding or deduction in respect of taxes, unless such withholding or deduction is required by law.

In the event that any such withholding or deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so withheld or deducted.

Holders of the Notes who do not provide their Tax File Number or Australian Business Number (if applicable) or claim an exemption may have tax withheld from payments at the highest marginal rate plus Medicare levy. No additional amounts will be payable by the Issuer in respect of any such withholding.

A brief overview of the Australian taxation treatment of payments of interest on the Notes is set out in the section entitled “*Australian Taxation*” below.

Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in any Notes.

Listing:

The Notes will not be listed or quoted on any stock or securities exchange.

Rating:

Neither the Issuer nor the Notes have been, nor is it intended that they will be, rated by any credit ratings agency.

Governing law:

The Notes and all related documentation will be governed by the laws of New South Wales, Australia.

The Issuer and the Guarantors

The information in this section is a brief summary only of the Issuer and the Guarantors and their respective businesses and does not purport to be, nor is it, complete.

This document contains only summary information concerning the Issuer, the Guarantors and the Notes and should be read in conjunction with the documents which are deemed to be incorporated by reference herein. The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, the Guarantors or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a representation or report of either of those things) by any of the Issuer, the Guarantors, any of their respective affiliates, the Lead Manager and Initial Subscriber, the Trustee or the Agents that any recipient of this Information Memorandum should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

Investing in the Notes entails a number of risks. Certain risks associated with the Issuer’s business are outlined in this section. However, this Information Memorandum does not describe all the risks associated with the Issuer’s business or the risks associated with an investment in any Notes or the market generally. Prospective investors or purchasers should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

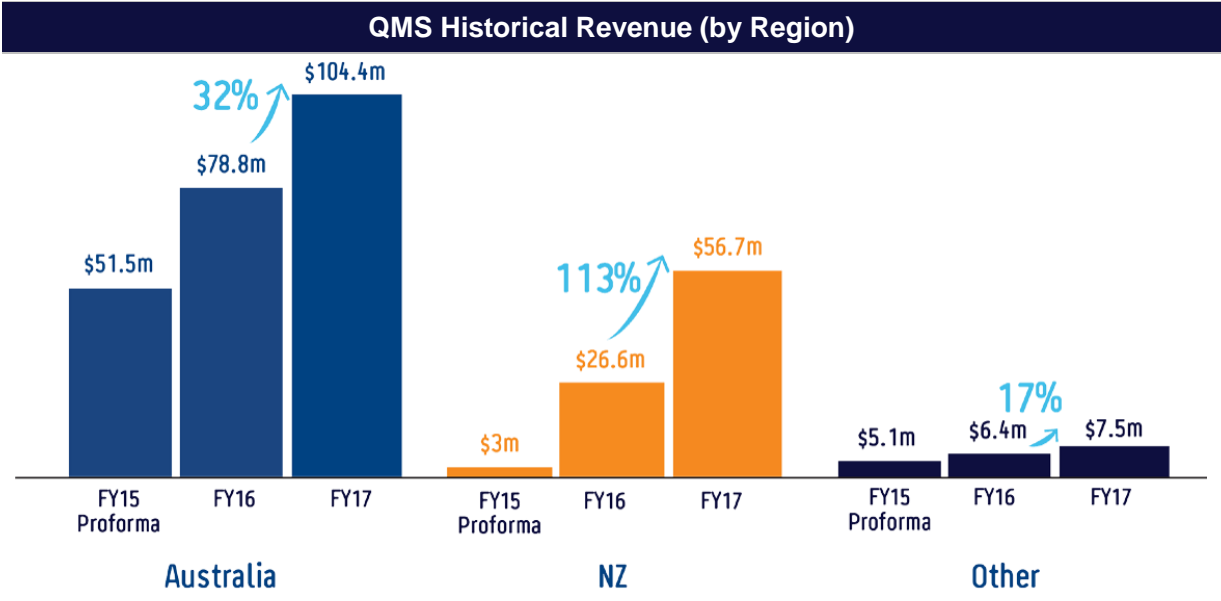
Description of QMS Media Limited

QMS Media Limited (“QMS” or the “Company”), listed on the Australian Stock Exchange in 2015, is the fastest growing listed outdoor media company across Australia and New Zealand, with a high quality and growing portfolio of premium long tenure, high yield assets including large format digital and static billboards, street furniture, transit, airport and sports media.

QMS is focused on providing advertisers with multi-platform engagement solutions, supported by valuable data and analytics capabilities, as the Company continues to strengthen its market position and digital portfolio across Australia, New Zealand and the Asia Pacific.

As at 13 November 2017, QMS had a market capitalisation of approximately A\$322 million. This represents an implied enterprise value of approximately A\$367.8 million based on a net debt position as at 30 June 2017 of A\$45.8 million.

In FY17, QMS generated revenue of A\$168.8 million (51% increase from FY16) and underlying EBITDA of A\$37.5 million (40% increase from FY16), with FY18 EBITDA guidance in excess of A\$43.0 million.



For personal use only

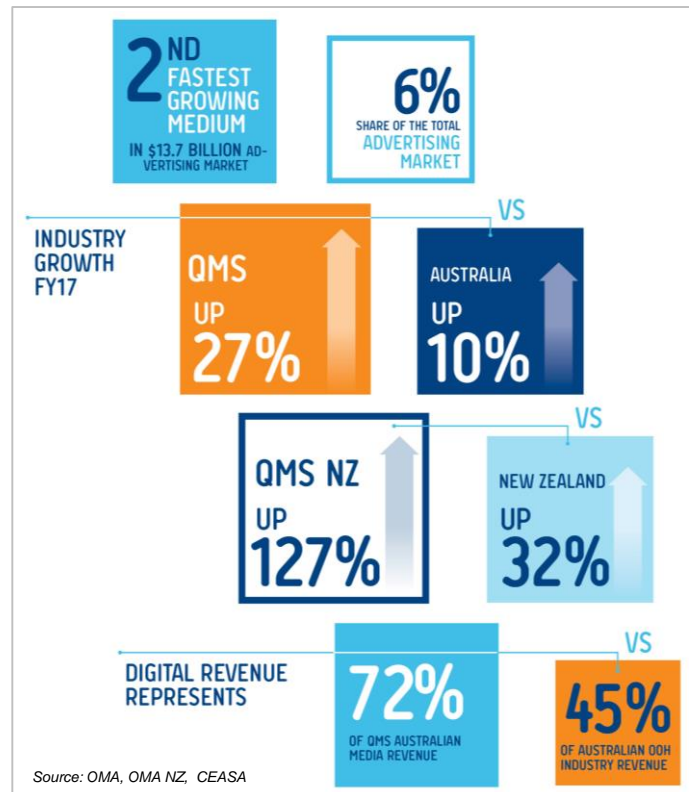
Outdoor Advertising Industry

QMS operates in the dynamic outdoor advertising industry. Outdoor advertising refers to any form of advertising that targets consumers outside of the home environment.

The outdoor industry in both Australia and New Zealand remains strong, underpinned by solid fundamentals and outperforming all other traditional media categories, with 10% growth experienced in Australia and a further 32% growth in New Zealand in FY17.

QMS continues to grow well above the market, exceeding market growth by almost three times in Australia and approximately four times in New Zealand.

Demand for premium quality digital outdoor remains strong, with digital now representing 72% of QMS' Australian media revenue, compared to 45% for the broader outdoor industry.



Overview of Operations

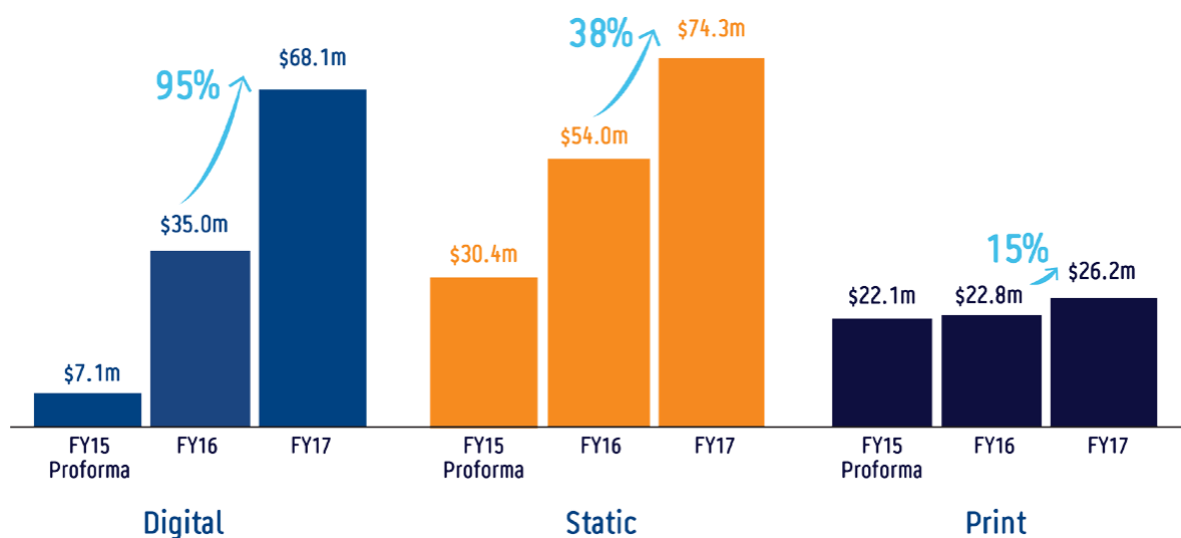
A summary of QMS' portfolio coverage by region and type of medium is detailed below. As at 30 June 2017, QMS had a portfolio of 75 landmark digital billboards, 793 static billboards, 637 small format static sites and over 3,750 small format digital screens across Gold Coast Street Furniture, Auckland Transport Commuter Network, QMS Sport and Bali Airport.



	FY17	FY16	% Change
Landmark digital billboards	75	45	67%
Small format digital screens	3,773	110	3330%
Static billboards	793	682	16%
Small format static	637	662	(4%)

QMS's historical revenue by format is outlined below.

QMS Historical Revenue (by Format)



Digital

- Growth reflects roll-out of development pipeline and contribution from acquisitions

Static

- Predominately driven by acquisitions, with year-on-year organic growth of ~4%

Print

- Flat underlying performance, uplift reflects full-year contribution from Omni NZ acquisition

Overview of QMS' Outdoor Portfolio

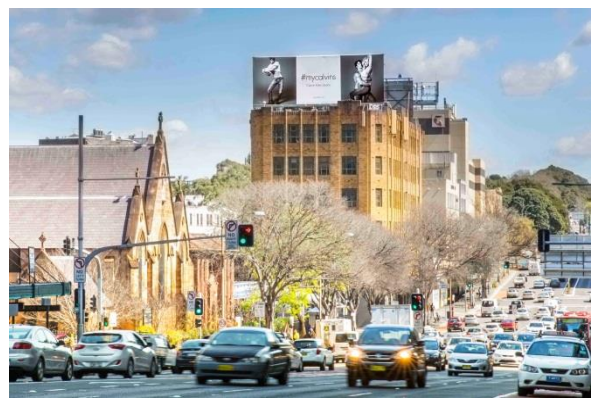
Landmark Digital Billboards



Highlights:

- High profile metropolitan locations, with a focus on long dwell time locations
- 75 landmark digital billboards operational at 30 June 2017, with 30 new digital sites switched on in FY17 – extending geographic footprint in strategic markets
- Targeting 25+ sites in FY18, bringing the portfolio to over 100 landmark digital screens by 30 June 2018
- Average contract tenure of greater than 14 years for Australian sites and greater than 10 years for New Zealand sites
- Established relationship with world's leading LED outdoor screen manufacturer, Daktronics, to provide best quality screens, service and maintenance capability
- Premium landmark digital billboards provide advertisers with scale, impact and dynamic engagement

Static Billboards



Highlights:

- Portfolio of 793 high quality static billboards in FY17, up 16% from 682 in FY16
- Key metropolitan locations, providing targeted solutions and audience reach
- Average contract tenure of greater than 9 years for Australian sites and greater than 6 years for New Zealand sites
- Range of sizes and formats to suit a variety of advertisers' campaign objectives and requirements

Street Furniture



Highlights:

- 100% exclusivity for the Gold Coast City Council street furniture concession (from Coomera to Coolangatta)
- 75+ digital panels and 600+ static panels, with a continued digital conversion program
- 2018 Commonwealth Games being hosted on the Gold Coast – provides clients with the ability to reach a mass audience
- Expansive network of panels positioned along major arterials and pedestrian thoroughfares – strategically situated in close proximity to key shopping, entertainment, tourist and beachside precincts
- Ensures maximum exposure and impact on the path to purchase and high-dwell times for both pedestrians and drivers

Airport	Transit
---------	---------



Highlights:

- High profile assets, with ability to target both domestic and international audiences with long dwell times
- Digital network across Queenstown and Wellington Airport, Bail Airport's international and domestic terminals, and Jakarta International Airport
- Expansion into the airport category in Australia, securing Canberra Airport (contract operational October 2017)

Highlights:

- Exclusive Auckland Transport concession across multiple transit formats
- Key transit media platforms include buses, trains and ferries
- Commuter digital network launched across major train, bus and ferry terminals

Overview of QMS Sport

QMS Sport is a leading provider of integrated digital media solutions across elite sporting codes in Australia and New Zealand. The Company provides advertisers with the opportunity to engage with a large and attractive audience base of sporting fans, through multi-screen engagement via broadcast, digital viewership and live attendance.

QMS Sport's strategic focus is to deliver a fully integrated national sports media program including fan engagement, real time analytics, logistics, production, content creation and management for clubs and codes.

QMS Sport's stakeholders include stadia, sporting codes, clubs and events, who collectively offer a range of media platforms for advertisers across digital, infrastructure, sponsorship, Wi-Fi and data, as well as growing virtual signage opportunities.

QMS Sport



Highlights:

- Access to key sporting venues in strategic markets, including Sydney, Melbourne, Brisbane, Gold Coast, Perth and New Zealand
- Broad coverage across a range of popular sporting codes
- Provides advertising with multi-platform engagement to the highly targeted sports audience
- Highly complementary to QMS' premium outdoor media offering in Australia and New Zealand

Overview of QMS' Printing & Logistics

QMS has purpose built facilities in Melbourne, Brisbane and New Zealand, producing products for retail, point of sale, exhibition, vehicle wraps, banners, signage, street furniture and large format billboards.

QMS' print production business provides complementary vertical market integration with the outdoor advertising business.



Omnigraphics



Funding / Liquidity

As at 30 June 2017, QMS had net debt of A\$45.8 million with cash and term deposits of A\$11.4 million and interest bearing liabilities of A\$57.2 million.

QMS has a senior secured debt facility of A\$92.0 million with National Australia Bank, including a \$6.0 million bank guarantee facility. The facility requires a general security charge over QMS' assets and is subject to a number of standard financial covenants including gearing, leverage and fixed charge cover ratios.

[rest of this page intentionally blank]

For personal use only

Pro-Forma Balance Sheet (A\$'000)	30 June 2017	Adjustments	Pro-Forma
Assets			
Cash and cash equivalents	11,375	14,006	25,381
Trade and other receivables	30,629		30,629
Inventories	723		723
Other current assets	12,461		12,461
Total current assets	55,188	14,006	69,194
Property, plant and equipment	79,832		79,832
Investments	1,656		1,656
Deferred tax assets	5,556		5,556
Intangible assets and goodwill	187,838		187,838
Total non-current assets	274,882		274,882
Total assets	330,070	14,006	344,076
Liabilities			
Trade and other payables	15,316		15,316
Deferred revenue	5,102		5,102
Current tax liabilities	5,355		5,355
Loans and borrowings - bank facilities	1,165		1,165
Deferred and contingent consideration	7,917		7,917
Provisions	2,270		2,270
Other liabilities	9,361		9,361
Total current liabilities	46,486		46,486
Deferred and contingent consideration	7,517		7,517
Loans and borrowings – secured bank facilities	55,994	(55,994)	
Loans and borrowings - unsecured notes	-	70,000	70,000
Other non-current liabilities	2,057		2,057
Provisions	7,431		7,431
Deferred tax liabilities	8,745		8,745
Total non-current liabilities	81,744	14,006	95,750
Total liabilities	128,230	14,006	142,236
Net assets	201,840		201,840
Equity			
Share capital	183,637		183,637
Reserves	(2,262)		(2,262)
Retained earnings	17,622		17,622
Total equity attributable to equity holders of the Company	198,997		198,997
Non-controlling interests	2,843		2,843
Total equity	201,840		201,840

Investment Risks

Risk Factors

By investing in the Notes, the holders of the Notes will be lending money to the Issuer and may be exposed to a number of risks which can be broadly classified as risks associated with the Notes, the market generally and the Issuer's business. This section describes certain risks associated with the Issuer's business which the Issuer currently considers may be material to a prospective investor's decision to invest in the Notes. There may be other risks which the Issuer is not aware of or does not consider material, and prospective investors may attach more or less importance to a given risk than the Issuer. Accordingly, prospective investors or purchasers should undertake their own assessment of, and consult their own financial, legal and tax advisers about the risks associated with the Issuer's business, the Notes and the market generally.

General Risk Factors

General risks

An investment in the Issuer is subject to general risks including those related to general economic conditions, regulation of outdoor advertising, reliance on key management personnel, foreign exchange movements, share price volatility, liquidity, interest rates, debt covenants, refinancing requirements, insurance risk, health, safety and environment issues, litigation and disputes, changes in accounting standards, and taxation risks.

General economic conditions

The financial performance of the Issuer is heavily dependent on the strength of the Out-of-Home advertising expenditure. A downturn in the general level of advertising expenditure or a shift in the allocation of advertising expenditure to other formats (e.g. television, print, radio, online) could negatively impact the Issuer's financial performance.

Regulation of outdoor advertising

Whilst the outdoor advertising industry is largely self-regulated, there is the potential that new laws may be introduced at a state, federal or local level which have an adverse impact on the industry. For example, these laws may place bans on sector spending (e.g. alcohol, gambling). Whilst the Issuer's management team work closely with the Outdoor Media Association leaders in policy decisions (the peak national industry body), there is a risk that future regulations may have a negative impact on the Issuer's financial performance.

Reliance on key management personnel

The future success of the Issuer is strongly dependent upon the experience and expertise of the executive management team. Loss of key management may result in a loss of intellectual property and experience, key relationships and/or business disruption.

Foreign Exchange

The Issuer has current operations in New Zealand and Indonesia and a growth strategy that involves considering offshore opportunities in Europe and America. To the extent that the Issuer's business is outside of Australia, financial performance may be adversely impacted by unhedged movements in foreign currency exchange rates and the economic conditions in these countries. This risk will increase if expanded offshore businesses contribute a greater proportion of the Issuer's revenue.

Share price volatility

The market price of the Issuer's securities will fluctuate due to various factors including general

movements in interest rates, the Australian and international general investment markets, economic conditions, global geo-political events and hostilities, investor perceptions and other factors that may affect the Issuer's financial performance and position. The ability of the Issuer to raise future equity or other capital will be dependent on the prevailing market conditions and depending on the circumstances at the time, the Issuer may be unable to raise new funds or to refinance debt or fund its existing business requirements.

Liquidity

The Issuer may be affected by deterioration in its cash flows. The Issuer manages liquidity on an ongoing basis to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Issuer's reputation. The Issuer manages liquidity risk by maintaining adequate cash reserves and available borrowing facilities and by continuously monitoring actual and forecast cash flows.

Interest rates

The Issuer is subject to variability in interest rate movements on its floating rate debt facility. Adverse fluctuations in interest rates, to the extent that they are not hedged, may impact the Issuer's earnings. Further, as the Notes are fixed interest rate securities their value may be adversely affected by an increase in interest rates generally, or in the interest rates or other returns paid on other comparable securities.

Debt covenants

The Issuer has debt facilities in place that are subject to covenant requirements including fixed charge cover, operating leverage and gearing ratios. Factors such as a deterioration in earnings may lead to a breach in covenant requirements. In such an event, the Issuer's lenders may require their loans to be repaid immediately. As the Issuer has provided security to the lender of its senior secured debt facility, claims of any holder of Notes will effectively rank after claims of that senior secured lender and any other secured creditor.

Refinancing requirements

The ability to acquire future opportunities on a timely basis requires access to capital. Accordingly, potential future acquisition and growth opportunities may be impacted by capital restrictions and the ability to refinance existing debt instruments and facilities.

Health, Safety and Environment

If the Issuer fails to comply with necessary health, safety and environment legislative requirements across the jurisdictions in which the Issuer operates, it could result in fines, penalties and compensation for damages as well as reputational damage.

Litigation and disputes

Legal and other disputes (including industrial disputes) may arise from time to time in the ordinary course of operations. Any such dispute may impact earnings or affect the value of the Issuer's assets.

Changes in accounting policy

The Issuer is subject to the usual business risk that there may be changes to Accounting Standards issued by the AASB or Corporations Act which have an adverse impact on the Issuer.

Taxation implications

Future changes in Australian taxation law and changes in the interpretation or application of the law by the courts or taxation authorities in Australia, may affect the taxation treatment of an investment in the

Issuer. Further, changes in taxation law (including goods and services taxes, income tax and stamp duty), or changes in the way taxation law is expected to be interpreted, in the various jurisdictions in which the Issuer operates, may impact the future taxation liabilities of the Issuer.

Changes in taxation law or in its interpretation or application may also adversely affect the taxation implications of an investment in the Notes.

Specific Risk Factors

Competition

The digital outdoor advertising sector is highly competitive and demand for digital advertising sites may raise rents with a resulting adverse effect on the Issuer's gross margins.

Brand and reputation

The capacity of the Issuer to attract and retain customers depends to an extent upon the brand and reputation of its business. Any decline in the Issuer's brand and reputation may impact the future profitability and financial position of the Issuer.

Digital Strategy

The Issuer views digital conversion as a key driver of revenue growth and margin. As both the Issuer and its competitors continue to further expand their digital network, there is a risk of saturation of the digital screen market which may consequently lead to yield compression.

Agency relationships

The Issuer is heavily reliant on its relationships with media agencies to sell Out-of-Home advertising space that it owns and/or manages. Accordingly, the loss of these relationships or a significant change in the media landscape could adversely impact the Issuer's ability to generate revenues.

Expansion Strategy

The Issuer seeks to constantly expand its inventory of premium billboards. Failure to execute the roll out of billboards in accordance with planned timetables could negatively impact expected future revenue.

Integration Risk

There is a risk that the Issuer's success and profitability could be adversely affected if future acquisitions are not integrated effectively. Possible risks include a delay in the timing of the integration, anticipated benefits and/or synergies are not realized, unanticipated integration costs, and loss of key personnel. These integration issues may adversely impact the earnings of the Issuer.

Loss of sites or failure to renew leases

Whilst the majority of the Issuer's leases are long term leases, there is always the possibility that a site lease or key concession will be cancelled, not renewed, or not able to be renewed on terms which are favorable or acceptable to the Issuer. If a lease is cancelled, not renewed or a site becomes impaired, it will reduce the Issuer's future revenue and impact negatively on margins.

Due diligence

The Issuer's strategy involves growth through the acquisition of businesses. Although formal due diligence processes are established, there is a risk that due diligence on target companies is not adequately addressed, leading to poor investment decisions and potential economic loss.

Conditions

The following are the Conditions which, as supplemented, amended, modified or replaced in relation to any Tranche of Notes by the Pricing Supplement, will apply to that Tranche of Notes. References to a "Pricing Supplement" in these Conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement.

The Notes are constituted by the Note Trust Deed. Each Noteholder, and any person claiming through or under any Noteholder, is entitled to the benefit of, is bound by and is deemed to have notice of, all of the provisions of the Note Trust Deed, these Conditions and the Pricing Supplement. Each such person is also deemed to have notice of the Information Memorandum. Copies of each such document are available for inspection at the Specified Office of the Issuer and the Trustee.

1. Interpretation

1.1 Terms defined in Pricing Supplement

Terms which are specified in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions.

1.2 Definitions

In these Conditions, the following meanings apply unless the contrary intention appears:

Accounting Standards means, for a person, all accounting standards or principles that it is required to comply with by an Australian law;

Adjusted EBITDA has the same meaning as EBITDA except that references in that definition to "Group" and "Group Member" are replaced with references to "Wholly Owned Group" and "Wholly Owned Group Member" (determined on an unconsolidated basis, excluding intra-group items and investments in subsidiaries of any member of the Group and tested on the most recent Quarter Date by reference to the latest quarterly Financial Statements);

Adjusted Total Assets means total assets of the Wholly Owned Group (determined on an unconsolidated basis, excluding intra-group items and investments in subsidiaries of any member of the Group and tested on the most recent Quarter Date by reference to the latest quarterly Financial Statements);

Agency Agreement means:

- (a) the agreement entitled Agency and Registry Services Agreement between the Issuer, the Guarantors, the Registrar, the Issuing & Paying Agent and the Calculation Agent dated 10 November 2017;
- (a) any other agreement between the Issuer and a Registrar in relation to the establishment and maintenance of a Register (and/or the performance of any payment or other duties) for any issue of the Notes; and/or
- (b) any other agency agreement entered into between the Issuer and an agent in connection with any issue of the Notes;

Agent means each of the Registrar, the Issuing and Paying Agent, the Calculation Agent and any other agent appointed under an Agency Agreement, or any of them as the context requires;

Applicable Redemption Premium means, with respect to any Note on the Redemption Date:

- (a) the present value (calculated using the Discount Rate) of the early redemption payment at the First Optional Redemption Date on such Note as contained in

Condition 8.3(a) ("Early redemption at the option of the Issuer ("Issuer Call")), plus

- (b) the present value (calculated using the Discount Rate) of all required interest payments due on such Note from the Redemption Date through to the First Optional Redemption Date (excluding accrued but unpaid interest to, but not including Redemption Date), minus
- (c) the principal amount of such Note;

Austraclear means Austraclear Ltd (ABN 94 002 060 773);

Austraclear Regulations means the regulations known as "Austraclear Regulations" together with any instructions or directions established by Austraclear to govern the use of the Austraclear System and binding on the participants in that system;

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

Business Day means a day (not being a Saturday, Sunday or public holiday in the relevant place) on which banks are open for general banking business in Sydney, Melbourne and, if a Note held in the Austraclear System is to be issued or payment made in respect of a Note held in the Austraclear System on that day, a day on which the Austraclear System is operating;

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and, where specified, **Following Business Day Convention** means that the date is postponed to the first following date that is a Business Day;

Calculation Agent means Perpetual Trustee Company Limited (ABN 42 000 001 007);

Capital Reduction has the meaning given in Condition 5.2(b) ("Financial covenants");

Conditions means, in relation to the Notes, these terms and conditions as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Notes and references to a particular numbered Condition shall be construed accordingly;

Corporations Act means the Corporations Act 2001 of Australia;

Day Count Fraction means one divided by two multiplied by the actual number of days in the relevant period divided by the actual number of days in the half year ending on the next Interest Payment Date;

Denomination means A\$1,000, being the notional face value of a Note;

Discount Rate equals the Reinvestment Rate plus 50 basis points;

Distribution has the meaning given in Condition 5.2(b) ("Financial covenants");

EBIT means, for any Relevant Period, the NPAT of the Group for that period, calculated in accordance with applicable Accounting Standards, after:

- (a) adding back the aggregate of:
 - (i) tax on net income of the Group for that period; and
 - (ii) Interest Expense for that period; and

- (b) adding or subtracting (as the case may be) the net amount of:
- (i) extraordinary, significant or non-recurring gains or losses; and
 - (ii) gains or losses from the sale of assets to the extent that such items are included in revenue or expense from ordinary activities including fair value adjustments on property and derivatives;

EBITDA means, for any Relevant Period, EBIT of the Group for that Relevant Period, including the EBIT of a member of a Group (or attributable to a business or assets) acquired during that Relevant Period for that part of the Relevant Period prior to becoming a member of the Group or (as the case may be) prior to the acquisition of the business or assets, after adding back any amount attributable to the amortisation of goodwill or depreciation of tangible assets, as calculated in accordance with applicable Accounting Standards;

Event of Default means the happening of any event set out in Condition 12 (“Events of Default”);

Existing Secured Facility means the A\$92,000,000 secured credit facility provided by National Australia Bank Limited to the Issuer pursuant to a facility agreement dated 9 September 2016;

Existing Security Interests means:

- (a) any Security Interest granted by the Issuer, a Guarantor or any other member of the Group on or before the Issue Date; and
- (b) any other Security Interest on the PPS Register registered against the Issuer or any Guarantor as at the Issue Date;

External Financial Indebtedness means Financial Indebtedness owing by the Issuer or a Guarantor to a person other than the Issuer or a Guarantor;

FATCA means sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended (or any consolidation, amendment, re-enactment or replacement of those provisions and including any regulations or official interpretations issued, agreements (including, without limitation, intergovernmental agreements) entered into or non-US laws enacted, with respect thereto);

Financial Indebtedness means any present or future, actual or contingent liability in connection with:

- (a) moneys borrowed or raised;
- (b) debit balance on any account with a financial institution;
- (c) acceptance, endorsement or discounting arrangement;
- (d) amount raised in connection with any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (e) derivative transaction (and, when calculating the liability in connection with any derivative transaction, only the marked to market value is taken into account unless the derivative transaction has been terminated or closed-out, in which case the liability is the termination amount or close out amount for the derivative transaction) excluding derivative transactions in connection with an employee share scheme for the benefit of the employees of the Issuer;
- (f) receivables sold or discounted except to the extent that they are sold or discounted on a non-recourse basis;

- For personal use only
- (g) any liability in respect of any lease or hire purchase contract which would, in accordance with Accounting Standards, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with Accounting Standards in force on the Issue Date, have been treated as an operating lease);
 - (h) agreement to defer payment of the consideration for an asset or service where payment is deferred for more than 90 days after the date the asset or service is supplied;
 - (i) agreement to deliver assets or services paid for in advance by a financier or otherwise relating to a financing transaction;
 - (j) counter-indemnity obligation in respect of a guarantee issued by a financier;
 - (k) other transaction (including any forward sale or purchase agreement) which has the commercial effect of obtaining financial accommodation; or
 - (l) any guarantee of any of the above.

In this definition, "guarantee" includes:

- (i) any guarantee, indemnity, bond, letter of credit, legally binding comfort letter or similar assurance against loss;
- (ii) any direct or indirect, actual or contingent obligation to purchase or assume any person's liabilities, to make an investment in or provide financial accommodation to any person, or to purchase any person's assets, in each case, where that obligation is assumed to assist that person to meet its liabilities; or
- (iii) any other direct or indirect, actual or contingent obligation under which a person is, or may be, responsible for another person's solvency, financial condition or liabilities.

For the purposes of these Conditions, any possible increase in Financial Indebtedness resulting from changes to accounting definitions will be disregarded;

Financial Statements means in respect of a period:

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

together with notes to those statements and any accompanying reports, statements, declarations and other documents or information;

Financial Year means any 12 month period ending on 30 June;

First Optional Redemption Date means each date so specified in the Pricing Supplement;

Fixed Coupon Amount means the amount specified in, or determined in accordance with, the Pricing Supplement;

Group means the Issuer and each of its Subsidiaries from time to time;

Guarantee means the guarantee of the Notes set out in the Note Trust Deed;

Guarantors means the Initial Guarantors and each other entity that has provided a Guarantee of the Notes (and has not been released from such Guarantee) under the Note Trust Deed from time to time;

Indonesian Holding Company means any wholly-owned member of the Group that holds any shares (whether directly or indirectly or by means of a nominee structure) in an Indonesian Subsidiary, and which is itself incorporated or formed in a jurisdiction other than Australia or New Zealand. It includes QMS Insite Media Pte Ltd (Singapore registration number 201508936G);

Indonesian Subsidiary means any wholly-owned member of the Group that is incorporated or formed in Indonesia. It includes PT Insite Media;

Information Memorandum means the information memorandum, disclosure document or other offering document referred to in a Pricing Supplement in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of the Notes and all documents incorporated by reference in it;

Initial Guarantors means:

- (a) Q Media Pty Ltd (ABN 70 164 971 608);
- (b) Digital Outdoor Media (AUST) Pty Ltd (ABN 96 600 426 882);
- (c) Digital Outdoor Media (VIC) Pty Ltd (ABN 59 601 626 779);
- (d) Digital Outdoor Media (WA) Pty Ltd (ABN 80 601 626 804);
- (e) Digital Outdoor Media (QLD) Pty Ltd (ABN 63 601 626 797);
- (f) MMTB Pty Ltd (ABN 48 154 810 858);
- (g) QMS Australia Pty Ltd (ABN 92 125 363 484);
- (h) Omnigraphics Australia Pty Ltd (ABN 14 097 848 309);
- (i) Paramount Outdoor Pty Ltd (ABN 96 131 227 006);
- (j) Riverview Signage Pty Ltd (in its own capacity and as trustee of the Riverview Signage Trust) (ACN 600 425 812);
- (k) Standout Media Pty Ltd (ABN 66 154 738 039);
- (l) QMS Rail Media Pty Ltd (ABN 38 164 972 285);
- (m) Plexity Holdings Pty Ltd (ABN 63 604 040 959);
- (n) Octopus Property Pty Ltd (ABN 62 132 552 035);
- (o) Skyline Digital Pty Ltd (ABN 32 605 058 580);
- (p) Elwood Outdoor Advertising Pty Ltd (ABN 33 601 713 268);
- (q) Australian Billboard Company Pty Ltd (ABN 55 055 925 221);
- (r) Digital Outdoor Media (NSW) Pty Ltd (ABN 61 601 626 788);

- (s) QMS NZ Limited (Company Number 5856236); and
- (t) iSite Limited (Company Number 1530475).

Interest Commencement Date means, for a Note, the Issue Date of the Note or any other date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Expense means, for any period, the aggregate amount of all:

- (a) gross interest;
- (b) payments and expenses, and other amounts in the nature of interest (including finance lease charges) and capitalised interest (including any dividend on any redeemable share);
- (c) amounts having a similar purpose or effect to interest (including any dividend on any redeemable share); and
- (d) all other fees (including any commitment, line, issuance, acceptance or discount fees and coupon payments on the Notes) and other costs,

paid or payable by the Group in the period in connection with any Financial Indebtedness of the Group;

Interest Payment Date means each date so specified in the Pricing Supplement;

Interest Period means 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 Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date or, if redeemed on an earlier date, that date;

Interest Rate means the rate specified in the Pricing Supplement;

Issue Date means the date on which a Note is, or is to be issued, as specified in, or determined in accordance with, the Pricing Supplement;

Issuing & Paying Agent means Perpetual C Trustee Company Limited (ABN 42 000 001 007);

Issuer means QMS Media Limited (ABN 71 603 037 341);

Material Adverse Effect has the meaning given in the Note Trust Deed;

Maturity Date means the date so specified in the Pricing Supplement;

Meeting Provisions means the provisions relating to meetings of Noteholders set out in the Note Trust Deed;

Note means a medium-term debt obligation specified in a Pricing Supplement and issued or to be issued by the Issuer which is constituted by, and owing under the Note Trust Deed, the details of which are recorded in, and evidenced by, entry in the Register;

Note Trust Deed means the document entitled "Note Trust Deed" dated 10 November 2017 and executed by, amongst others, the Issuer, the Guarantors and the Trustee;

Noteholder means, in respect of a Note, the person whose name is entered in the Register as the holder of that Note;

NPAT for any financial period, (including any half year and/or full year), the net profit after tax for the period of the Group, as shown in the Relevant Financial Statements of the Group for the financial period;

Offshore Associate means an “associate” (within the meaning of section 128F(9) of the Income Tax Assessment Act 1936 of Australia) 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 or receive a payment in respect of 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 or receive a payment in respect of the Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country;

Optional Redemption Date means the First Optional Redemption Date or the Second Optional Redemption Date;

Payment Date means, as applicable, the Maturity Date, an Interest Payment Date or other relevant date on which a payment in respect of a Note is due;

Permitted Security Interest means:

- (a) the Existing Security Interests;
- (b) any Security Interest granted or existing after the Issue Date:
 - (i) in connection with any new financing or lending to the Issuer, a Guarantor or any other member of the Group on or after the Issue Date; and
 - (ii) without limiting sub-paragraph (i) above, in connection with the refinancing of amounts outstanding under the Existing Secured Facility,

provided that, at the time the new financing or lending or the refinancing occurs (as the case may be), on a pro-forma basis, the ratio of the aggregate principal amount of all Secured Financial Indebtedness to EBITDA is not more than 2.50:1;

- (c) a 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 netting and set-off arrangements arising in the ordinary course of the Group's banking arrangements;
- (e) any Security Interest arising under any finance or capital lease (including hire purchase or chattel mortgage) of vehicles, plant, equipment or computers provided that the outstanding principal amount (however described) in respect of any such lease does not at any time exceed A\$500,000 (or its equivalent in another currency);
- (f) any arrangement constituted by retention of title in connection with the acquisition of goods and/or the proceeds of sale of such goods from a supplier provided the goods are acquired in the ordinary course of its ordinary business on the normal commercial terms of the supplier (or terms more favourable to the Issuer or a Guarantor), which terms must not provide for retention of title when goods have been paid for in full;

- For personal use only
- (g) any payment or close out netting or set-off arrangement pursuant to any foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes;
 - (h) any Security Interest that secures any money owing to Kiwibank Limited (or any other bank or financial institution that may now or in the future provide financing to a member of the Group in New Zealand) provided that the outstanding principal amount of that indebtedness does not exceed NZ\$2,000,000 at any time;
 - (i) any Security Interest granted by a member of the Group that becomes a guarantor of any of the Financial Indebtedness secured by any of the Existing Security Interests;
 - (j) any Security Interest that extends to some or all of the property the subject of an Existing Security Interest (such as the creation of a freehold mortgage over land that is already encumbered by an all-assets security agreement);
 - (k) any Security Interest that does not secure Financial Indebtedness;
 - (l) any Security Interest approved by the Noteholders pursuant to a Special Resolution;
 - (m) any other Security Interest in respect of Financial Indebtedness securing up to a maximum aggregate amount at any time that does not exceed A\$2,500,000 for the Group taken as a whole; and
 - (n) any Security Interest provided for by one of the following transactions if the transaction does not secure payment or performance of an obligation:
 - (i) a transfer of an account or chattel paper;
 - (ii) a commercial consignment; or
 - (iii) a PPS Lease (as defined in the PPSA);

PPSA means the Personal Properties Securities Act 2009 of Australia;

PPS Register means the register established and maintained under the PPSA;

Pricing Supplement means, in respect of a Tranche, the pricing supplement prepared and issued specifying the relevant issue details of such Notes and which has been duly completed and signed by the Issuer;

Quarter Date means each of 31 March, 30 June, 30 September and 31 December;

Record Date means the close of business in the place where the Register is maintained on the eighth day before the Payment Date;

Redemption Date has the meaning given in Condition 8.4 ("Early redemption during non-call period");

Redemption Price with respect to any Note on the Redemption Date, equals:

- (a) 100% of the principal amount of the Notes, plus
- (b) the Applicable Redemption Premium as of the Redemption Date, plus
- (c) accrued and unpaid interest to, but not including the Redemption Date;

Register means the register of holders of the Notes established and maintained by or on behalf of the Issuer under an Agency Agreement;

Registrar means Perpetual Trustee Company Limited (ABN 42 000 001 007);

Reinvestment Rate means, the average of the “bid” swap rate and the “ask” swap rate, in each case calculated by ICAP Australia Pty Ltd as displayed on Bloomberg page IAUS34 or other electronic media at or around 10.00am (Sydney time), with a maturity equal to the period from the Redemption Date to the First Optional Redemption Date (using linear interpolation as necessary) as observed three days prior to the Redemption Date. If the period from the Redemption Date through to the First Optional Redemption Date is less than one year, the one year rate shall be used. If ICAP Australia Pty Ltd no longer calculates those rates (or if those rates are not displayed by Bloomberg), the rate is to be determined by the Calculation Agent to be appointed having regard to market rates and sources then available;

Related Body Corporate has the meaning it has in the Corporations Act;

Related Entity means, in relation to a person, any of the following:

- (a) any “associate” (as defined in section 318 of the Income Tax Assessment Act 1936) of the person;
- (b) any “associated entity” (as defined in section 50AAA of the Corporations Act) of the person; or
- (c) any entity that the person controls (within the meaning of section 50AA of the Corporations Act);

Relevant Financial Statements means the most recent audited consolidated financial statements of the Group for a financial year;

Relevant Period means, as at any date of determination, the period of twelve months most recently ended prior to the date of determination;

Second Optional Redemption Date means each date so specified in the Pricing Supplement;

Secured Financial Indebtedness means all External Financial Indebtedness secured by a Security Interest, but excludes:

- (a) any bank guarantee given in the ordinary course of trading;
- (b) any interest rate hedging arrangements and foreign exchange dealings incurred in the ordinary course of business; and
- (c) any Permitted Security Interest under paragraphs (c), (e), (f), (h), (i), (j) and (m) of that definition.

Security Interest includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind (including under sections 12(1) and (2) and (3) of the PPSA) 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 retention of title other than in the ordinary course of day-to-day 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;

Shareholder Equity means total assets less total liabilities in each case as determined by reference to the Relevant Financial Statements and in accordance with applicable accounting standards and before taking into account any asset or liability items of a non-recurring nature to the extent added, deducted or taken into account, as the case may be, for the purposes of determining the total assets or total liabilities of the Group;

Special Resolution has the meaning given in the Meeting Provisions;

Specified Office means, for a person, that person's office specified in the Information Memorandum or Pricing Supplement or any other address notified to Noteholders from time to time;

Subsidiary of an entity means another entity which is a subsidiary of the first within the meaning of Part 1.2 Division 6 of the Corporations Act;

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

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Tax Authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of a Noteholder;

Test Date means each date after the Issue Date on which:

- (a) any Security Interest of the kind referred to in paragraph (b) of the definition of Permitted Security Interest has been granted by the Issuer or a Guarantor in accordance with Condition 5.1 ("Negative pledge");
- (b) new External Financial Indebtedness in an amount equal to or in excess of A\$5,000,000 (and whether in a single transaction or a series of related transactions) has been incurred by the Issuer or a Guarantor in accordance with Condition 5.2(a) ("Financial covenants");
- (c) any Distribution or Capital Reduction has been made by the Issuer in accordance with Condition 5.2(b) ("Financial covenants");
- (d) there is any disposal (whether in a single transaction or a series of related transactions) of assets of the Issuer or a Guarantor in accordance with Condition 5.2(c) ("Financial covenants") having an aggregate value of A\$10,000,000 or more (or its equivalent in other currencies);

Total Debt means, at any time, the aggregate of all outstanding Financial Indebtedness as shown in the Relevant Financial Statements;

Total Tangible Assets means, at any time, the aggregate amount of all assets of the Group as set out in the balance sheet of the Relevant Financial Statements, other than assets which would, in accordance with Accounting Standards, be considered intangible assets;

Tranche means an issue of the Notes specified as such in the Pricing Supplement issued on the same Issue Date and on the same terms;

Trustee means Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the QMS Media Note Trust constituted by the Note Trust Deed or such other person appointed under the Note Trust Deed as trustee of the QMS Media Note Trust;

Wholly Owned Group means the Issuer and its wholly-owned Subsidiaries (other than each Indonesian Holding Company and each Indonesian Subsidiary); and

Wholly Owned Group Member means a member of the Wholly Owned Group.

1.3 References to certain general terms

Unless the contrary intention appears, a reference to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of

them individually;

- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) a document (including these Conditions) includes any amendment, variation or replacement of it;
- (d) anything (including any amount) is a reference to the whole and each part of it;
- (e) a “law” includes common law, principles of equity, any decree and any statute or other law made by a parliament (and a statute or other law made by parliament includes any regulation or other instrument under it, and any consolidation, amendment, re-enactment or replacement of it);
- (f) a “directive” includes a treaty, official directive, request, regulation, guideline or policy (whether or not in any case having the force of law) with which responsible participants in the relevant market generally comply;
- (g) “**Australian dollars**” or “**A\$**” is a reference to the lawful currency of Australia;
- (h) a time of day is a reference to Sydney time;
- (i) a “person” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (j) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (k) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.4 Number

The singular includes the plural and vice versa.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

1.6 Accounting terms

If in the reasonable opinion of the Issuer and the Trustee any changes to the Accounting Standards taking effect after the Issue Date materially alter the effect of the financial undertakings in these Conditions (including Condition 5 (“Negative pledge and financial and other covenants”) or any related definitions), the Issuer will provide with any financial statements or accounts any reconciliation statements (audited, where applicable) necessary to enable calculations based on the Accounting Standards as they were before those changes to the Accounting Standards, and the changes will be ignored for the purposes of these Conditions.

1.7 Calculation of period of time

If a notice must be given within a certain period of days or a certain number of days’ notice must be given or any other matter must take place within a certain number of days, the day on which the notice is given or action taken, and the day on which the meeting is to be held or other action taken, are not to be counted in calculating that period and references to a “day” are to a calendar day.

2. Introduction

2.1 Pricing Supplement

- (a) The Issuer will issue the Notes on the terms set out in these Conditions as supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes. If there is any inconsistency between these Conditions and such Pricing Supplement, the Pricing Supplement prevails.
- (b) The Notes are issued in a single series. The series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than in respect of the issue price and the date of the first payment of interest). A Tranche is the subject of a Pricing Supplement which supplements, amends, modifies or replaces these Conditions.
- (c) Copies of the Pricing Supplement and Conditions applicable to any Tranche of the Notes are available for inspection or on request by a Noteholder or prospective Noteholder during normal business hours at the Specified Office of the Issuer, the Trustee or the Registrar or are otherwise available on reasonable request from the Issuer or the Registrar.

2.2 Currency and denomination

The Notes are issued in Australian dollars in a single denomination of A\$1,000.

2.3 Issue restrictions and tenor

The Notes may only be offered (directly or indirectly) for issue, or applications invited for the issue of the Notes, if:

- (a) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency and, in each case, disregarding moneys lent by the offeror or its associates to the offeree or its associates) or if the offer or invitation (including any resulting issue) otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act;
- (b) the offer or invitation (including any resulting issue) does not constitute an offer to a "retail client" as defined in section 761G of the Corporations Act;
- (c) such action does not require any document to be lodged with the Australian Securities and Investments Commission; and
- (d) the offer or invitation (including any resulting issue) complies with all other applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place.

2.4 Clearing systems

Notes may, but need not, be held in the Austraclear System, in which case the rights of a person holding an interest in the Notes lodged in the Austraclear System are subject to the rules and regulations of the Austraclear System. Neither the Issuer nor any Guarantor is responsible for anything the Austraclear System does or omits to do.

3. Form

3.1 Constitution under the Note Trust Deed

- (a) The Notes are debt obligations of the Issuer constituted by, and owing under, the Note Trust Deed.

- (b) Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Note Trust Deed.

3.2 Form

The Notes are issued in registered form by entry in the Register.

3.3 No certificates

No certificates will be issued to Noteholders unless the Issuer determines that certificates should be available or if certificates are required by any applicable law or directive.

3.4 Effect of entries in Register

Each entry in the Register in respect of a Note constitutes:

- (a) an unconditional and irrevocable undertaking by the Issuer to the Trustee and the Noteholder to:
- (i) pay principal, any interest and any other amount in accordance with these Conditions and the Note Trust Deed; and
 - (ii) comply with all other Conditions of the Note and the Note Trust Deed; and
- (b) an entitlement to the other benefits given to the Noteholder in respect of the Note under these Conditions and the Note Trust Deed.

3.5 Register conclusive as to ownership

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 error.

3.6 Non-recognition of interests

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

3.7 Joint Noteholders

Where two or more persons are entered in the Register as the joint holder 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 a Note.

4. Status and Guarantee

4.1 Status of Notes

The Notes are direct, senior, unsubordinated and (subject to Condition 5.1 ("Negative pledge")) unsecured obligations of the Issuer.

4.2 Ranking of Notes

The Notes rank equally among themselves and at least equally with all other present and future direct, senior, unsubordinated and (subject to Condition 5.1 ("Negative pledge")) unsecured obligations of the Issuer, except for liabilities mandatorily preferred by law.

4.3 Guarantee

The Notes are issued with the benefit of the Guarantee. Pursuant to the Guarantee, each Guarantor unconditionally and irrevocably guarantees to the Noteholders, among other things, the due and punctual performance by the Issuer of its obligations under the Notes. The obligations of a Guarantor under the Guarantee rank at least equally with all other direct, senior, unsubordinated and (subject to Condition 5.1 ("Negative pledge")) unsecured obligations of that Guarantor, except for liabilities mandatorily preferred by law.

5. Negative pledge and financial and other covenants

5.1 Negative pledge

- (a) Subject to paragraph (b) below, the Issuer will not (and will ensure that any Guarantor will not) create any Security Interest upon the whole or any part of its (or the Guarantor's) present or future assets or revenues other than a Permitted Security Interest.
- (b) The Issuer or a Guarantor may create a Security Interest (which is not a Permitted Security Interest) if, at the same time, either the same (or an equivalent) Security Interest as is granted by the Issuer or a Guarantor:
 - (i) securing the Issuer's or Guarantor's obligations to the Noteholders, equally and rateably in all respects so as to rank *pari passu* with the applicable Security Interest; or
 - (ii) as shall be approved by the Noteholders pursuant to the Meeting Provisions,is also granted in favour of the Noteholders in a manner that is satisfactory to the Trustee.

5.2 Financial covenants

- (a) The Issuer will not (and will ensure that any Guarantor will not) incur any Financial Indebtedness after the Issue Date, unless, at the time the Issuer or such Guarantor incurs any such Financial Indebtedness and immediately after giving pro-forma effect to the incurrence of such Financial Indebtedness and the application of the proceeds thereof, the Total Gearing Ratio (Total Debt/Total Debt + Shareholder Equity) is less than 50%.
- (b) The Issuer will not (and will ensure that any Guarantor will not) declare or pay any dividend or make any other payment or distribution having the same effect ("**Distribution**"), or reduce, return, purchase, repay, cancel or redeem any of its share capital or buy back any of its shares ("**Capital Reduction**") under Chapter 2J of the Corporations Act (or an equivalent provision under any legislation in another jurisdiction applicable to that Guarantor) except:
 - (i) where the recipient of the proceeds of such Distribution or Capital Reduction is the Issuer or a Guarantor; or
 - (ii) in the case of a Distribution only, where the source of the funds to effect such Distribution is only paid out of NPAT of the Group, up to a maximum aggregate amount equal to 100 per cent of NPAT of the Group for the previous 12 months, provided that such Distribution is no greater than an amount lawfully permitted under applicable law.

For the purposes of this definition, a Distribution in the form of a dividend shall relate to the Financial Year in respect of which such dividend is declared, regardless of the Financial Year in which such dividend is declared or paid.

So long as an Event of Default is subsisting, the Issuer will not declare or pay a Distribution, or pay any interest or other amounts in respect of any debt security issued which ranks behind (or equally with) the Notes in priority for payment of interest.

- (c) The Issuer will ensure that it will not (and will ensure that any Guarantor will not) (whether in a single transaction or a series of related transactions) sell, transfer, lease, or otherwise dispose of, or create or allow to exist an interest in all or a material part of its assets or the assets of a Guarantor, other than:
- (i) as permitted under Condition 5.1 (“Negative pledge”);
 - (ii) disposals, partings with possession and interests created (including sub-leases):
 - (A) on arm’s length commercial terms or otherwise in the ordinary course of business;
 - (B) where the assets are waste, worn out or obsolete and are not required for the efficient operation of its business;
 - (C) in exchange for other assets comparable or superior as to type, value and quality;
 - (D) from the Issuer or a Guarantor to any member of the Group;
 - (E) by way of the payment, prepayment or repayment of any secured or unsecured Financial Indebtedness of the Issuer or a member of the Group;
 - (F) by way of the expenditure of cash in the ordinary course of business;
 - (G) by way of an equity contribution to another Group member; or
 - (H) of shares or other ownership interests in the Indonesian Holding Company in circumstances where all or substantially all of the Indonesian Holding Company’s assets comprise shares or other ownership interests in the Indonesian Subsidiary (or derivative rights or benefits held through a nominee structure);
 - (iii) where an amount equal to the net proceeds of the disposal is, within 180 days after such disposal:
 - (A) reinvested in the business of the Group or otherwise used by the Issuer or another member of the Group for general corporate purposes;
 - (B) used to purchase or acquire a business or purchase, acquire, develop, redevelop or construct productive assets for use by the Issuer or a member of the Group in its business; and/or
 - (C) used to prepay or repay any secured or unsecured Financial Indebtedness of the Issuer or a member of the Group; and
 - (iv) as approved by the Noteholders pursuant to a Special Resolution.
- (d) The Issuer:
- (i) will ensure that, as tested on each Quarter Date by reference to the latest quarterly Financial Statements, the aggregate consolidated EBITDA of the Issuer and the Guarantors (taken as a whole) is at least 90 per cent of the

Adjusted EBITDA; and

- (ii) will ensure that, as tested on each Quarter Date by reference to the latest quarterly Financial Statements, the aggregate total assets of the Issuer and the Guarantors (taken as a whole) are at least 90 per cent of the Adjusted Total Assets; or
- (iii) agrees to cause such of its wholly-owned Subsidiaries to become Guarantors pursuant to the Note Trust Deed within 45 days after the relevant Quarter Date to ensure that, as tested at each Quarter Date thereafter, Conditions 5.2(d)(i) and 5.2(d)(ii) are satisfied,

subject to, in the case of a wholly-owned Subsidiary which has become a member of the Group, the completion of any financial assistance whitewash procedures required under Part 2J.3 of the Corporations Act (or equivalent laws in any other applicable jurisdictions) within 45 days (or such longer period as the equivalent laws in any other applicable jurisdictions require) of the shareholders general meeting of the Issuer held after the relevant wholly-owned Subsidiary (which is required to become a Guarantor) becomes a member of the Group.

5.3 Other covenants

- (a) The Issuer will (and will ensure that each Guarantor will) do everything necessary to maintain its corporate existence.
- (b) The Issuer will comply (and will ensure that each Guarantor complies) with all laws (including any laws relating to the environment) binding on it where a failure to comply would have a Material Adverse Effect.
- (c) The Issuer will provide the following to the Trustee not later than 45 days after each applicable Test Date a certificate signed by either two directors or a director and the company secretary/chief financial officer of the Issuer which certifies whether, in the opinion of the directors and/or the company secretary/chief financial officer of the Issuer (as appropriate) and after having made all reasonable enquiries, the Issuer has complied with each of the applicable covenants set out in Conditions 5.1 (“Negative pledge”), 5.2 (“Financial covenants”), 5.3(a) and 5.3(b) (“Other covenants”) above immediately following the relevant granting of a Security Interest, the incurring of new External Financial Indebtedness, the making of a Distribution or Capital Reduction or the disposal of assets on that Test Date (as the case may be). In the event the Issuer is not in compliance with any such covenant, such certificate will give reasonable detail of such non-compliance (including any relevant figures and calculations) and the steps being taken to remedy the same.
- (d) At the request of the Trustee (acting either on its own discretion or upon receipt of a written request of a Noteholder) the Issuer will provide (at its own cost), any document or other information that the Trustee may reasonably request that is necessary or desirable to allow the Trustee or a Noteholder to determine whether or not the Issuer is in compliance with each of the covenants set out in Conditions 5.2 (“Financial covenants”), 5.3(a) and 5.3(b) (“Other covenants”) above.

6. Title and transfer of the Notes

6.1 Title

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

6.2 Transfer

Notes may only be transferred in accordance with these Conditions and the Note Trust Deed.

6.3 Transfers in whole

Notes may only be transferred in whole and not in part.

6.4 Estates

A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

6.5 Unincorporated associations

A transfer of a Note to an unincorporated association is not permitted.

6.6 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 principal amount of all the Notes registered as having been transferred equals the aggregate principal amount of all the Notes expressed to be transferred in the transfer.

6.7 Compliance with law

Notes may only be transferred if the offer or invitation for the transfer, sale or purchase of the Notes:

- (a) is for an aggregate consideration payable by each transferee of at least A\$500,000 (or its equivalent in an alternative currency and, in each case, disregarding moneys lent by the transferor or its associates to the transferee or its associates) or if the offer or invitation for the transfer otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act; and
- (b) complies with all other applicable laws and directives in the jurisdiction in which the transfer takes place.

6.8 Restrictions on transfer

- (a) Transfers of the Notes which are not lodged in the Austraclear System cannot be made between a Record Date and the relevant following Payment Date if a redemption of such Note is to occur during, or at the end of, that period in accordance with these Conditions.
- (b) Transfers of the Notes will not be registered later than the close of business in the place where the Register is maintained on the eighth day prior to the Maturity Date of the Notes.

7. Interest

7.1 Interest

Each Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date or, if redeemed on an earlier date, that date, at the Interest Rate. Interest is payable in arrears on each Interest Payment Date or such other date on which a Note is redeemed.

7.2 Fixed Coupon Amount

The amount of interest payable on each Note on each scheduled Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount unless interest is due on a date that is otherwise than a scheduled Interest Payment Date, in which case Condition 7.3 ("Calculation of interest payable") shall apply to calculate the amount of interest payable for that period.

7.3 Calculation of interest payable

The amount of interest payable in respect of a Note for any period which does not end on a scheduled Interest Payment Date shall be calculated by the Calculation Agent by multiplying the Interest Rate, the outstanding principal amount of the Note and the Day Count Fraction.

7.4 Notification of Interest Rate, interest payable and other items

- (a) The Calculation Agent must notify the Issuer, the Registrar, the Noteholders, the Trustee and each other Agent of the amount of interest calculated or determined by it under Condition 7.3 ("Calculation of interest payable").
- (b) The Calculation Agent must give notice under this Condition as soon as practicable after making its determination.
- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must promptly notify the Issuer, the Registrar, the Noteholders, the Trustee and each other Agent of any such amendment.

7.5 Determination final

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of fraud or manifest error, final and binding on the Issuer, the Guarantors, the Registrar, each Noteholder, the Trustee and each other Agent.

7.6 Rounding

For the purposes of any calculations required under these Conditions (unless otherwise specified in the Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent being rounded up to 0.00001 per cent);
- (b) all figures must be rounded to five decimal places (with halves being rounded up); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to one cent.

8. Redemption

8.1 Redemption on maturity

The Issuer agrees to redeem each Note on its Maturity Date by payment of the outstanding principal amount of each Note unless:

- (a) the Note has been previously redeemed; or

- (b) the Note has been purchased and cancelled.

8.2 Early redemption at the option of Noteholders (Noteholder put)

Upon the occurrence of a Change of Control event, each Noteholder will have the right to require the Issuer to redeem all (but not some) of such Notes at a redemption price equal to 101 per cent of the outstanding principal amount of each Note being redeemed (together with any accrued interest, if any, to the date of redemption) (the “**Change of Control Redemption Price**”). Within 30 days after a Change of Control event, the Issuer shall deliver a notice to the Registrar and the Trustee requesting that the Trustee promptly notifies Noteholders stating:

- (a) that a Change of Control event has occurred and that such Noteholder has the right to require the Issuer to redeem such Notes at the Change of Control Redemption Price;
- (b) the redemption date (which shall be no earlier than 10 days nor later than 50 days from the date of such notice is delivered) (“**Change of Control Redemption Date**”);
- (c) or otherwise setting out a form of the exercise notice to be provided by the Noteholders (the “**Change of Control Event Exercise Notice**”), together with instructions on how to submit that notice;
- (d) that the last day on which the Noteholder may provide the Change of Control Exercise Notice to the Issuer is the day falling 10 days prior to the Change of Control Redemption Date (“**Change of Control Exercise Date**”); and
- (e) the procedures determined by the Issuer, consistent with terms and conditions of the Notes, that a Noteholder must follow in order to have its Notes redeemed.

To exercise its right under this Condition 8.2, a Noteholder must deliver a duly completed and signed Change of Control Event Exercise Notice to the Issuer (or as otherwise directed) prior to the end of the Change of Control Exercise Date.

If at the end of the Change of Control Redemption Period, Noteholders representing 90 per cent. or more of the then aggregate principal amount of all the Notes then outstanding, have provided a Change of Control Event Exercise Note to the Issuer, the Issuer may, but shall not be obliged to, redeem all remaining notes outstanding on the relevant redemption date at the Change of Control Redemption Price, by giving at least 10 days’ prior notice to the Noteholders within 30 days after the end of the Change of Control Redemption Date.

In this Condition 8.2, “**Change of Control**” means, on any date, an event where a party (excluding Barclay Nettlefold and any of his Related Entities) which held 50 per cent. or less of the issued ordinary shares of the Issuer as at the Issue Date are issued subsequently holds more than 50 per cent. of the issued ordinary shares of the Issuer on that date.

8.3 Early redemption at the option of the Issuer (Issuer call)

The Issuer may redeem all or some of the Notes before their Maturity Date as follows:

- (a) on a First Optional Redemption Date and each Interest Payment Date thereafter to (but excluding) the Second Optional Redemption Date by payment of 102 per cent. of the outstanding principal amount of each Note being redeemed; and
- (b) on a Second Optional Redemption Date and each Interest Payment Date thereafter to (but excluding) the Maturity Date by payment of 101 per cent. of the outstanding principal amount of each Note being redeemed,

in each case, together with any accrued interest, if any, to the date of redemption.

However, the Issuer may only do so if:

- (i) the amount of the Notes to be redeemed is a whole multiple of their Denomination; and
- (ii) the Issuer has given at least 7 days' (and not more than 60 days') notice to the Registrar, the Trustee, the Noteholders and each other Agent.

8.4 Early redemption during non-call period

At any time prior to the First Optional Redemption Date, the Issuer may redeem all or some of the Notes before their Maturity Date at the Redemption Price.

However, the Issuer may only do so if:

- (a) the amount of the Notes to be redeemed is a whole multiple of their Denomination; and
- (b) the Issuer has given at least 7 days' (and not more than 60 days') notice to the Registrar, the Trustee, the Noteholders and each other Agent of the proposed early redemption date (the "**Redemption Date**").

8.5 Redemption on asset disposal

The Issuer may redeem all or some of the Notes before their Maturity Date at a redemption price equal to the outstanding principal amount of each Note being redeemed (together with any accrued interest, if any, to the date of redemption) if, pursuant to Condition 5.2(c)(iii)(C) ("Financial covenants"), the Issuer has elected to use an amount equal to the net proceeds of the relevant disposal to repay the Notes.

However, the Issuer may only do so if:

- (a) the amount of the Notes to be redeemed is a whole multiple of their Denomination; and
- (b) the Issuer has given at least 7 days' (and not more than 60 days') notice to the Registrar, the Trustee, the Noteholders and each other Agent of the proposed early redemption date (the "**Redemption Date**").

8.6 Early redemption for tax reasons

The Issuer may redeem all (but not some) of the Notes at any time before their Maturity Date at a redemption price equal to the outstanding principal amount of each Note (together with any accrued interest, if any, to the date of redemption) if, as a consequence of an amendment to or a change in, or announced amendment to or prospective change in:

- (a) the law or a binding judicial decision, directive, ruling or determination; or
- (b) an administrative decision (with which the Issuer is required to comply, or habitually complies) interpreting, applying or clarifying those laws or judicial decisions, directives, rulings or determinations,

occurring after the Issue Date of the first Tranche of a series of the Notes, the Issuer is required, or is likely to be required, to pay an additional amount in respect of a Note of that series under Condition 10.2 ("Withholding tax").

However, the Issuer may only do so if the Issuer obtains (and provides copies to the Registrar to be made available to each Noteholder upon request):

- (i) a certificate signed by two directors of the Issuer or one director of each Guarantor, as

For personal use only

the case may be, on behalf of the Issuer or each Guarantor, as the case may be, stating that such amendment or change has occurred (irrespective of whether such amendment or change is then effective) describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer or each Guarantor, as the case may be, taking reasonable measures available to it; and

- (ii) an opinion of independent legal advisers of recognised standing to the effect that such amendment or change has occurred (irrespective of whether such amendment or change is then effective),

and the Issuer has given not less than 15 days (nor more than 90 days) (or any other period specified in the Pricing Supplement) notice to the Registrar, the Noteholders and each other Agent.

8.7 Partial redemptions

If only some of the Notes are to be redeemed under Condition 8.2 (“Early redemption at the option of the Issuer (Issuer call)”), 8.4 (“Early redemption during non-call period”) or Condition 8.5 (“Early redemption on asset disposal”), the Notes to be redeemed will be specified in the notice and selected in a fair and reasonable manner.

8.8 Effect of notice of redemption

Any notice of redemption given under this Condition 8 (“Redemption”) is irrevocable.

8.9 Late payment

If an amount payable is not paid under this Condition 8 (“Redemption”) when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Noteholder.

8.10 Purchase

The Issuer and any of its Related Bodies Corporate may at any time purchase the Notes in the open market or otherwise and at any price. Notes purchased under this Condition 8.10 may be held, resold or cancelled at the discretion of the purchaser and (if the Notes are to be cancelled, the Issuer), subject to compliance with any applicable law or directive.

9. Payments

9.1 Payments to Noteholders

- (a) Payments of principal will be made to each person registered in the Register at 10:00 am on the applicable Payment Date as the holder of a Note.
- (b) Payment of interest shall be made to each person registered in the Register at close of business on the applicable Record Date as the holder of a Note.

9.2 Payments to accounts

Payments in respect of a Note will be made:

- (a) if the Note is held in the Austraclear System, by crediting on the Payment Date, the amount due to:
 - (i) the account of Austraclear (as the Noteholder) previously notified to the Issuer and the Registrar; or

- (ii) if requested by Austraclear, the accounts of the persons in Australia in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded as previously notified by Austraclear to the Issuer and the Registrar in accordance with the Austraclear Regulations; and
- (b) if the Notes are not held in the Austraclear System, by crediting on the Payment Date, the amount then due under each Note to an account in Australia previously notified by the Noteholder to the Issuer and the Registrar.

9.3 Payments by cheque

If a Noteholder has not notified the Registrar of an account to which payments to it must be made by close of business on the Record Date or it has notified the Registrar that it wishes to be paid by cheque, payments in respect of the Note will be made by cheque sent by prepaid post on the Payment Date, at the risk of the registered Noteholder, to the Noteholder (or if two or more persons are entered in the Register as joint Noteholders, to the first named joint Noteholder of the Note) at its address appearing in the Register at close of business on the Record Date. Cheques sent to the nominated address of a Noteholder will be taken to have been received by the Noteholder on the Payment Date and no further amount will be payable by the Issuer in respect of the Notes as a result of the Noteholder not receiving payment on the due date.

9.4 Payments subject to law

All payments are subject to applicable law but without prejudice to the provisions of Condition 10 ("Taxation").

9.5 Payments on Business Days

If a payment:

- (a) is due on a Note on a day which is not a Business Day then the due date for payment will be adjusted in accordance with the applicable Business Day Convention; 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, a Noteholder is not entitled to any additional payment in respect of that delay.

9.6 Unsuccessful attempts to pay

Subject to applicable law, 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 given a direction as to where amounts are to be paid by that method;
- (b) attempts to pay an amount to a Noteholder by direct credit, electronic transfer of funds, cheque 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, then the Issuer may cancel such cheque and if the Issuer has so cancelled,

then, in each case and subject to Condition 11 ("Time limit for claims"), the amount is to 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 claims the amount or the amount is paid by the Issuer according to the legislation relating to unclaimed moneys.

9.7 Payment to joint Noteholders

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

10. Taxation

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 without any withholding or deduction in respect of Taxes, unless such withholding or deduction is required by law.

10.2 Withholding tax

If a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of 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 deduct the amount for the Taxes; and
- (b) the amount payable by the Issuer is increased so that, after making the withholding or deduction and further withholdings or deductions applicable to any additional amounts payable under this Condition, the Noteholder receives a net amount equal to the amount it would have received if no withholdings or deductions had been required to be made.

10.3 Gross-up exceptions

No additional amounts are payable under Condition 10.2 ("Withholding tax") in respect of any Note:

- (a) to, or to a third party on behalf of, a Noteholder, if that person has not supplied an appropriate Australian tax file number, Australian Business Number or details of an applicable exemption from these requirements as may be necessary to enable the payment to be made without such withholding or deduction;
- (b) 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 the Note;
- (c) to, or to a third party on behalf of, a Noteholder who is liable to the Taxes in respect of a Note by reason of the Noteholder (or person with an interest in such Note) being an Offshore Associate of the Issuer 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;
- (d) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge;
- (e) in circumstances where such a withholding or deduction would not be required if the Noteholder, or any person acting on the Noteholder's behalf, had satisfied any statutory requirements or obtained and/ or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption to any Tax Authority upon the presentation or making of which the Noteholder would have been able to avoid or partially avoid (as the case may be) such withholding or deduction;

For personal use only

- (f) 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 Income Tax Assessment Act 1936 or section 260-5 of the Taxation Administration Act 1953 of the Commonwealth of Australia or any similar law;
- (g) where such withholding or deduction is made for, or on account of, FATCA (as withheld or deducted by the Issuer, an Agent or any other party);
- (h) in such other circumstances as may be specified in the Pricing Supplement; or
- (i) in respect of any combination of any or all of paragraphs (a) to (h) above.

11. Time limit for claims

A claim against the Issuer for a payment under a Note is void unless made within 10 years (in the case of principal) or 5 years (in the case of interest and other amounts) from the date on which payment first became due.

12. Events of Default

12.1 Events of Default

Each of the following is an Event of Default in respect of the Notes:

- (a) **(non-payment of principal)** the Issuer fails to pay any principal in respect of the Notes when due, unless that default is remedied within 2 Business Days of its occurrence;
- (b) **(non-payment of interest)** the Issuer fails to pay any interest in respect of the Notes of the relevant series when due and the failure to pay continues for a period of 5 Business Days;
- (c) **(other non-compliance)** the Issuer:
- (i) fails to comply with any of its obligations in connection with a Note (other than in relation to the payment of money referred to in paragraphs (a) and (b) above); and
 - (ii) if the non-compliance is capable of remedy, it is not remedied within 20 Business Days after notice of such default shall have been given to the Issuer by the Trustee or any Noteholder;
- (d) **(cross acceleration)** any Financial Indebtedness of the Issuer or a Guarantor for amounts totaling more than A\$5,000,000 (or its equivalent in any other currency):
- (i) is not satisfied on the later of its due date or the end of any applicable grace period; or
 - (ii) has become due and payable before its scheduled maturity by reasons of a default, event of default or potential event of default (howsoever described);
- (e) **(insolvency)** except for the purpose of a solvent reconstruction, amalgamation, merger or consolidation, an order is made or an effective resolution passed for the liquidation, dissolution or winding-up of the Issuer or any Guarantor, an administrator, liquidator, receiver, manager, receiver and manager or other controller (as defined in the Corporations Act) is appointed to the Issuer or any Guarantor and the order, resolution or appointment is not set aside, cancelled, withdrawn or rescinded within 21 days of the order, resolution or appointment (as the case may be) being made or the Issuer or any Guarantor becomes insolvent, is unable to pay its debts as they fall due,

stops or suspends payment of its debts generally or the Issuer or any Guarantor is taken (under section 459(1) of the Corporations Act) to have failed to comply with a statutory demand;

- (f) **(no arrangement with creditors)** the Issuer or any Guarantor makes a general assignment for the benefit of creditors, or any proceeding (which is not frivolous or vexatious) shall be instituted by or against the Issuer or a Guarantor (which, in the case of a proceeding instituted against the Issuer or a Guarantor, is not set aside or withdrawn within 21 days after the date that the application was made for such proceeding to be instituted) seeking to adjudicate it insolvent, or seeking liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganisation or relief of debtors, seeking the entry of any order for relief or the appointment of a receiver, trustee, administrator or other similar official over the Issuer or Guarantor, its activities or any substantial part of its property;
- (g) **(obligations unenforceable)** any Note or the Guarantee is or becomes (or is claimed to be by the Issuer, a Guarantor or anyone on their behalf) wholly or any part of a material provision of it void, voidable or unenforceable or any Note or the Guarantee ceases to wholly or in relation to any part of a material provision of it have full force and effect or the whole or any part of a material provision of it is declared by any court of competent jurisdiction to be void or unenforceable;
- (h) **(no litigation)** a judgement or award in an amount exceeding A\$5,000,000 (or its equivalent in any other currency) is obtained against the Issuer or a Guarantor or any of their assets and is not set aside or satisfied within 30 days unless the Issuer or the Guarantor is diligently and in good faith pursuing an appeal;
- (i) **(cessation of business)** the Issuer or any Guarantor ceases to carry on business generally and no other body corporate assumes the business of that person; and
- (j) **(enforcement against assets)** any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Issuer or a Guarantor worth (in aggregate) more than A\$5,000,000.

12.2 Consequences of an Event of Default

If an Event of Default occurs and continues unremedied in relation to the Notes, then a Noteholder or the Trustee (if requested in writing by a Noteholder) may declare by notice to the Issuer (with a copy to the Registrar and the Trustee (if notice is given by a Noteholder)) that each Note held by it is (or, if the Trustee has given the declaration, all the Notes are) to be redeemed by the Issuer paying to the Noteholder the applicable redemption amount for the Note (together with any accrued interest) in which case those amounts become immediately due and payable.

12.3 Notification

If an Event of Default occurs, the Issuer must promptly (and in any event within 2 days) after becoming aware of it notify the Trustee, the Registrar and the Noteholders of the occurrence of the Event of Default (specifying details of it).

12.4 Enforcement

- (a) Subject to Condition 12.4(c), at any time after the occurrence of an Event of Default which is continuing, the Trustee may, either at its discretion or pursuant to a direction of Noteholders in accordance with paragraph (c)(i) below and, in either case, without further notice, declare the Notes (together with any accrued but unpaid interest on them) due and payable or institute such other proceedings and/or take such other action as it may think fit against or in relation to the Issuer to enforce the Issuer's obligations under the Notes. The Issuer shall, as a result of that declaration or the

bringing of any such proceedings, be obliged to pay any sums representing or measured by reference to principal or interest on the Notes sooner than the same would otherwise have been payable by it.

- (b) Without prejudice to Condition 12.4(a) but subject to Condition 12.4(c), if the Issuer breaches any of its obligations under the Note Trust Deed, the Trustee may, either at its discretion or pursuant to a direction of Noteholders in accordance with paragraph (c)(i) below and, in either case, without further notice, bring such proceedings as it may think fit to enforce such obligations.
- (c) Unless the Trustee, acting reasonably, forms the view that immediate steps must be taken to protect the Noteholders' interests or to enforce the Issuer's obligations under the Notes, it must not take any of the actions referred to in paragraphs (a) or (b) above to enforce the obligations of the Issuer in respect of the Notes or take any other enforcement action pursuant to or in connection with the Note Trust Deed or the Notes unless:
 - (i) it shall have been so requested in writing by Noteholders who hold in aggregate 25 per cent. or more of the outstanding principal amount of all the Notes then outstanding; and
 - (ii) it shall have been indemnified to its satisfaction in accordance with the terms of the Note Trust Deed.

If, prior to acting on a direction received pursuant to paragraph (a), the Trustee receives further directions to take any action pursuant to this paragraph (c)(i) that are, in its reasonable opinion, materially inconsistent or conflicting in any material respect with the initial directions, the Trustee must call a meeting of Noteholders in accordance with the terms of these Conditions, the Note Trust Deed and the Meeting Provisions in order to resolve the inconsistency or conflict and shall act in accordance with any resolutions passed at that meeting or in accordance with any direction by Noteholders who hold in aggregate 50 per cent. or more of the outstanding principal amount of all the Notes then outstanding.

- (d) No Noteholder is entitled to proceed directly against the Issuer or a Guarantor to enforce any right or remedy under or in respect of any Note, the Guarantee or the Note Trust Deed unless expressly entitled to do so under these Conditions and, the Note Trust Deed or the Trustee, having become bound to proceed, fails to do so within five days from the date that the Trustee is notified by a Noteholder of the failure, and such failure is continuing.

13. Agents

13.1 Role of Agents

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust with any Noteholder.

13.2 Appointment and replacement of Agents

Each initial Agent for a series of the Notes is specified in the Pricing Supplement. Subject to Condition 13.4 ("Required Agents"), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

13.3 Change of Agent

The Issuer (or the Agent on its behalf) must notify the Trustee and the Noteholders if there is any change in the identity of any Agent or any Agent's Specified Office.

13.4 Required Agents

The Issuer must at all times maintain a Registrar, Issuing & Paying Agent and Calculation Agent.

14. Meetings of Noteholders

The Meeting Provisions contain provisions for convening meetings of the Noteholders of any series to consider any matter affecting their interests, including any variation of these Conditions. Any resolution duly passed by the Noteholders pursuant to the Meeting Provisions shall be binding on all Noteholders (whether or not they were present at the meeting at which such resolution was passed).

15. Variation

15.1 Variation with consent

Unless Condition 15.2 ("Variation without consent") applies, any Note may be varied by the Noteholders of the series in accordance with the Meeting Provisions.

15.2 Variation without consent

Any Condition may be amended by the Issuer with the consent of the Trustee (not to be unreasonably withheld or delayed) but without the consent of the Noteholders if the amendment:

- (a) is of a formal, minor or technical nature;
- (b) is made to correct a manifest error; or
- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision,

provided that, in all cases, in the reasonable opinion of the Issuer and the Trustee, such amendment is not materially prejudicial to the interests of the Noteholders.

16. Further issues of Notes

The Issuer may from time to time, without the consent of the Noteholders, issue further Notes having the same conditions as the Notes of the series in all respects (or in all respects except for the first payment of interest, if any, on them) so as to form a single series with any existing Notes.

17. Notices

17.1 Notices to Noteholders

All notices and other communications to Noteholders must be in writing and must be sent by prepaid post (airmail, if appropriate) to or left at the address of the Noteholder (as shown in the Register at close of on the day which is 3 Business Days before the date of the notice or communication) and may also be given by an advertisement published in The Australian Financial Review or The Australian.

17.2 Notices to the Issuer, the Trustee and the Agents

All notices and other communications to the Issuer, the Trustee or an Agent must be in writing and may sent by prepaid post (airmail, if appropriate) to or left at the Specified Office of the Issuer, the Trustee or the Agent.

17.3 Receipt – publication in newspaper

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers.

17.4 Deemed receipt – postal

If sent by post, notices or other communications are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

17.5 Deemed receipt – general

Despite Condition 17.4 (“Deemed receipt – postal”), if notices or other communications are received after 5:00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9:00 am on the next Business Day.

18. Governing law

18.1 Governing law

These Conditions are governed by the law in force in New South Wales, Australia.

18.2 Jurisdiction

The Issuer irrevocably and unconditionally submits and each Noteholder is taken to have submitted, to the nonexclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to any actions or proceedings (“**Proceedings**”) being brought in those courts including, without limitation, by claiming that the Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

18.3 Serving documents

Without preventing any other method of service, any document in any Proceedings (including, without limitation any writ of summons or other originating process or any third or other party notice) may be served on the Issuer by being delivered or left at the Specified Office of the Issuer or otherwise at the Issuer’s registered office or principal place of business.

Pricing Supplement

The Pricing Supplement to be issued in respect of the Notes will be substantially in the form set out below.

Series No: [•]

Tranche No: [•]



QMS Media Limited (ABN 71 603 037 341)
("Issuer")

Issue of
A\$[•] [•]% Notes due [•]
("Notes")

irrevocably and unconditionally guaranteed by each of the entities specified
in the Information Memorandum described below

The date of this Pricing Supplement is [•].

This Pricing Supplement (as referred to in the Information Memorandum dated [•] ("**Information Memorandum**")) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with (i) the terms and conditions of the Notes ("**Conditions**") contained in the Information Memorandum and (ii) the Note Trust Deed dated [•] ("**Trust Deed**") and made by the Issuer, the Initial Guarantor and the Trustee. The Notes of this Tranche are constituted by, and issued with the benefit of, the Trust Deed.

Unless otherwise indicated, terms defined in the Conditions have the same meaning when used in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone outside Australia or where such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement for issue to persons to whom disclosure would be required under Part 6D.2 or Chapter 7 of the Corporations Act 2001 of Australia.

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

- | | | |
|---|---------------------|---|
| 1 | Issuer: | QMS Media Limited (ABN 71 603 037 341) |
| 2 | Initial Guarantors: | As set out in the section of the Information Memorandum entitled " <i>Summary – Guarantee and Initial Guarantors</i> " (see pages [7 and 8] of the Information Memorandum). |
| 3 | Type of Note: | Fixed Rate Medium Term Notes |

4	Lead Manager and Initial Subscriber:	National Australia Bank Limited (ABN 12 004 044 937)
5	Place of offering:	Inside and outside Australia
6	Registrar:	Perpetual Trustee Company Limited (ABN 42 000 001 007)
7	Issuing & Paying Agent:	Perpetual Trustee Company Limited (ABN 42 000 001 007)
8	Calculation Agent:	Perpetual Trustee Company Limited (ABN 42 000 0010007)
9	Trustee:	Perpetual Corporate Trust Limited (ABN 99 000 341 533)
10	Aggregate principal amount of Tranche:	A\$[•]
11	Issue Date:	[•]
12	Issue Price:	[100]%
13	Denomination:	A\$1,000
14	Minimum initial parcel size on initial issue:	A\$50,000
15	Maturity Date:	[•]
16	Record Date:	As per the Conditions
17	Interest:	The Notes are fixed rate notes.
18	Fixed Coupon Amount:	A\$[•] per A\$1,000 denomination, payable semi-annually in arrear.
19	Interest Rate:	[•]% per annum
20	Interest Commencement Date:	Issue Date
21	Interest Payment Date:	[•] and [•] of each year, commencing on [•] up to, and including, the Maturity Date or, if redeemed on an earlier date, that date.
22	Business Day Convention:	Following Business Day Convention.
23	Noteholder put:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Noteholders on a Change of Control as set out in Condition 8.2 ("Early redemption at the option of Noteholders (Noteholder put)").
24	Issuer call:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Issuer as set out in Condition 8.3 ("Early redemption at the option of the Issuer (Issuer call)") and:

		(a) First Optional Redemption Date means [●] 2020 and each Interest Payment Date thereafter to (but excluding) the Second Optional Redemption Date; and
		(b) Second Optional Redemption Date means [●] 2021 and each Interest Payment Date thereafter to (but excluding) the Maturity Date.
25	Redemption during non-call period:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Issuer as set out in Condition 8.4 (“Early redemption during non-call period”).
26	Early redemption on asset disposal:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Issuer as set out in Condition 8.5 (“Early redemption on asset disposal”).
27	Early redemption for tax reasons:	Yes, the Notes may be redeemable before their Maturity Date at the option of the Issuer as set out in Condition 8.6 (“Early redemption for tax reasons”).
28	Clearing system:	Austraclear System. Interests in the Notes may also be traded through Euroclear and Clearstream, Luxembourg as set out on pages [9 and 10] of the Information Memorandum.
29	ISIN:	[●]
30	Common Code:	[●]
31	Austraclear I.D.:	[●]
32	Australian interest withholding tax:	It is the Issuer’s intention that the Notes will be issued in a manner which will comply with the public offer test under section 128F of the Income Tax Assessment Act 1936 of Australia.
33	Listing:	Not applicable

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Date: [●]

CONFIRMED
For and on behalf of
QMS Media Limited

Selling and Distribution Restrictions

Under the Subscription Agreement dated 14 November 2017 between the Issuer, the Initial Guarantors and the Lead Manager and Initial Subscriber (“**Subscription Agreement**”) and subject to the Conditions contained in the Information Memorandum, the Notes will be offered by the Issuer through the Lead Manager and Initial Subscriber. The Issuer will have the sole right to accept any offers to purchase the Notes and may reject any such offer in whole or (subject to the terms of such offer) in part.

None of the Issuer, the Guarantors or the Lead Manager and Initial Subscriber has represented that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.

Persons into whose hands this Information Memorandum comes are required by the Issuer, the Guarantors, the Lead Manager and Initial Subscriber to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver the Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Notes under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and none of the Issuer, the Guarantors or the Lead Manager and Initial Subscriber has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

The following selling restrictions apply to the Notes.

This document does not constitute an offer of the Notes in any jurisdiction in which it would be unlawful. In particular, this document may not be distributed to any person, and the Notes may not be offered or sold, in any country outside Australia except to the extent permitted below.

Australia

The Lead Manager and Initial Subscriber has acknowledged that:

- (a) no “prospectus” or other “disclosure document” (each as defined in the Corporations Act) in relation to the Notes has been or will be lodged with ASIC or any other government agency or authority; and
- (b) no action has been taken, or will be taken, by it in any jurisdiction which would permit a public offering of the Notes, or possession or distribution of the Information Memorandum or any other offering material in relation to the Notes, in any jurisdiction where action for that in connection with the primary distribution of the Notes.

The Initial Subscriber has represented and agreed that:

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

unless:

- For personal use only
- (A) the offer or invitation falls within the exemption for offers to sophisticated investors set out in section 708(8) of the Corporations Act or the offer or invitation otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Corporations Act;
 - (B) such action does not require any document to be lodged with ASIC or ASX Limited;
 - (C) the offer or invitation is not made to a person who is a “retail client” within the meaning of 761A of the Corporations Act; and
 - (D) the offer or invitation and all conduct in connection with it complies with all applicable laws and directives.

New Zealand

No action may be taken to permit the Notes to be offered or sold to any retail investor, or otherwise under any regulated offer, in terms of *the Financial Markets Conduct Act 2013* of New Zealand (“**FMCA**”). In particular, no product disclosure statement under the FMCA has been or will be prepared or lodged in New Zealand in relation to the Notes.

The Lead Manager and Initial Subscriber has represented and agreed that they have not offered, sold or delivered and will not directly or indirectly offer, sell or deliver any Notes in New Zealand and it will not distribute any offering memorandum or advertisement in relation to any offer of Notes, in New Zealand other than to “wholesale investors” as that term is defined in clauses 3(2) and 3(3) of Schedule 1 to the FMCA, being a person who is and who has certified that they are:

- (i) an “investment business”;
- (ii) “large”; or
- (iii) a “government agency”,

in each case as defined in Schedule 1 to the FMCA.

No person may distribute this Information Memorandum, any series notice, terms or any information or other material that may constitute an advertisement (as defined in the FMCA) in relation to any offer of the Notes in New Zealand other than to any such persons as referred to in the applicable paragraphs above.

The United States of America

This Information Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, any securities in the United States of America (“**United States**”). This Information Memorandum may not be distributed or released in the United States. The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933 (“**U.S. Securities Act**”) or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold, directly or indirectly, in the United States absent registration except in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any other applicable securities laws.

Australian Taxation

Introduction

The following is a summary of certain key Australian tax consequences under the *Income Tax Assessment Act 1936* (Cth) and *Income Tax Assessment Act 1997* (Cth) (“**Australian Tax Act**”) or the *A New Tax System (Goods And Services Tax) Act 1999* (Cth) in relation to the purchase, ownership and disposition of the Notes issued on the terms set out in the Conditions, for holders who purchase the Notes on original issuance at the stated offering price and hold the Notes as capital assets for tax purposes.

This summary is based on Australian tax law as at the date of this Information Memorandum, which is subject to change, possibly with retrospective effect, and should be treated with appropriate caution.

The following summary is general in nature and does not, and is not intended to, constitute a complete analysis of all potential tax consequences relating to the ownership or disposal of the Notes and does not deal with the position of all classes of holders.

In particular, this summary only addresses tax consequences for Noteholders who acquire and hold their Notes on capital account for tax purposes and, without limitation, does not consider the tax consequences that may arise for Noteholders who are dealers in securities or who otherwise hold the Notes as trading stock or revenue assets, custodians or other third parties who hold the Notes on behalf of any holders, or holders that have elected into any of the elective taxing regimes under the Taxation of Financial Arrangements (“**ToFA**”) rules.

None of the Issuer, the Guarantors, the Initial Subscriber, the Registrar or the Agents (nor their respective shareholders, subsidiaries, related bodies corporate, officers, employees, representatives or advisers) accepts any responsibility or makes any representation as to the tax consequences of investing in the Notes.

All prospective investors should consult their own professional tax advisers concerning the consequences, in their particular circumstances under Australian tax laws and the laws of any other taxing jurisdiction, of their ownership of, or any dealing in, the Notes.

Nature of the Notes for Australian tax purposes

It is expected that each Note issued by the Issuer should constitute a debenture, and a “debt interest” for Australian tax purposes. Accordingly, broadly, interest payments under each Note should be classified as interest for Australian tax purposes.

Resident holders

This part of the summary applies to Noteholders that are residents of Australia for tax purposes that do not hold their Notes in carrying on a business at or through a permanent establishment outside of Australia (“**Resident Holders**”).

Under Australian laws as presently in effect, in broad terms:

- (a) Income tax - Resident Holders should be assessable for Australian income tax purposes on income either received or accruing in respect of the Notes. Whether income should be recognised on a receipts or accruals basis should depend on the tax status of the particular Resident Holder. Investors should obtain their own tax advice in this regard.
- (b) Gain or loss on disposal/redemption of the Notes – Resident Holders should be required to recognise any gain or loss on disposal or redemption of the Notes in the calculation of their taxable income. This may include any maturity or redemption premium.

Non-resident holders

This part of the summary applies to non-residents of Australia for tax purposes that do not acquire or hold their Notes in carrying on a business at or through a permanent establishment in Australia (“**Non-resident Holders**”).

Payment of Interest

A Non-resident Holder should not be subject to Australian income tax on payments of interest or amounts in the nature of interest by the Issuer to that Non-resident Holder where the section 128F of the Australian Tax Act exemption from interest withholding tax discussed below applies (other than interest on overdue amounts).

If neither the section 128F exemption nor any other exemption (e.g. under a tax treaty - see below) is applicable, interest withholding tax should be levied at a rate of 10% on the gross amount of interest, or amounts in the nature of interest, paid on each Note.

Exemption from Australian Withholding Tax

Broadly, pursuant to section 128F of the Australian Tax Act, an exemption from Australian interest withholding tax should apply in respect of interest (or amounts in the nature of interest) paid to a Non-resident Holder, if the following conditions are met:

- (a) the Issuer is a company and a resident of Australia when it issues the relevant Notes and when interest (as defined in section 128A(1AB)) is paid;
- (b) the relevant Notes are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test. These are where the issue resulted from the Notes being offered for issue:
 - (i) to 10 or more persons, each of whom is carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets and was not known, or suspected by the Issuer, to be an associate of any of the other offerees;
 - (ii) to 100 or more potential investors whom it was reasonable for the Issuer to have regarded as either having acquired debentures or debt interests in the past, or being likely to be interested in acquiring debentures or debt interests;
 - (iii) as a result of being accepted for listing on a stock exchange, where the Issuer had previously entered into an agreement with a dealer, manager or underwriter in relation to the placement of debentures or debt interests, requiring the Issuer to seek such listing;
 - (iv) as a result of negotiations being initiated publicly in electronic form, or in another form, that was used by financial markets for dealing in debentures or debt interests; or
 - (v) to a dealer, manager or underwriter, who, under an agreement with the Issuer, offered the Notes for sale within 30 days by one of the preceding methods.
- (c) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes or interests in the relevant Notes were being, or would later be, acquired, directly or indirectly, by an Offshore Associate of the Issuer (other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme); and
- (d) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an Offshore Associate of the Issuer (other than an Offshore Associate who receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme).

For these purposes, broadly, an “Offshore Associate” means an associate (as defined in section 128F(9) of the Australian Tax Act) of the Issuer, where the associate is either:

- (i) a non-resident of Australia that does not acquire the Notes or an interest in the Notes or receive a payment in respect of the Notes in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or
- (ii) a resident of Australia that acquires the Notes or an interest in the Notes or receive a payment in respect of the Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country.

Very broadly, under section 128F(9), “associate” is defined to include, amongst other things (i) any entities that “sufficiently influence”, or hold the majority voting interests in, the Issuer (i.e. controlling or parent companies of the Issuer); (ii) entities that are “sufficiently influenced by”, or whose majority voting interests are held by, the Issuer (or any controlling or parent companies of the Issuer); and (iii) any trusts under which the Issuer or any of these aforementioned entities may benefit.

The Issuer proposes to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act, in which case payments of interest or amounts in the nature of interest paid by the Issuer (other than payments of interest on overdue amounts) should not be subject to Australian interest withholding tax, subject to the qualifications in section 128F noted above.

Tax Treaty exemption for Noteholders in Specified Countries

Certain double tax conventions (“**Tax Treaties**”) which Australia has entered into with a small number of countries (for instance, the United States of America and the United Kingdom) also contain full or partial interest withholding tax exemptions that apply to interest paid by an Australian resident borrower in certain circumstances (“**Specified Countries**”). One of these Tax Treaties may apply to interest derived by a resident of a Specified Country in relation to a Note. The interest withholding tax exemptions in these Tax Treaties may be relevant, in particular, if the section 128F exemption did not apply.

Broadly, the Tax Treaties with these Specified Countries effectively prevent Australian interest withholding tax applying (or reduce the applicable withholding rate) for interest paid by an Australian resident borrower and derived by:

- (a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and/or
- (b) certain unrelated banks, and other financial institutions which substantially derive their profits by carrying on a business of raising and providing finance, which are resident in the Specified Country.

Noteholders should seek professional tax advice in relation to how a Tax Treaty may apply in their own particular circumstances.

In particular, the Tax Treaty interest withholding tax exemptions are subject to certain limitations – for instance, generally back-to-back loans and economically equivalent arrangements will not obtain the benefit of the reduction in interest withholding tax under a Tax Treaty and the anti-avoidance provisions in the Australian Tax Act can apply.

Payment of additional amounts

Despite the fact that the Notes are intended to be issued in a manner which will satisfy the requirements of section 128F and payments of interest in respect of those Notes are not expected to be subject to interest withholding tax, if the Issuer is at any time required to withhold interest withholding tax from payments of interest on any of those Notes, the amount payable by the Issuer will be increased so that, after making the withholding or deduction and further withholdings or deductions applicable to any additional amounts so payable, the relevant holder receives a net amount equal to the amount that it would have received if no withholdings or deductions had been required to be made

(subject to the conditions and exceptions contained in Condition 10.3 (“Gross-up exceptions”)).

Withholding Tax on Payments under the Guarantee

The Australian Taxation Office has published a Taxation Determination stating that payments by a guarantor to a lender on behalf of a borrower who defaults are entitled to the benefit of the exemption contained in section 128F of the Australian Tax Act if payments of interest in respect of those debentures by the Issuer are exempt from interest withholding tax under section 128F.

As set out in more detail in the Guarantees, if a Guarantor is at any time prohibited by law from making payments under the Guarantees free of deductions or withholdings, then such additional amounts shall be paid to the holder as may be necessary in order that the actual amount received after all applicable deductions and withholdings shall equal the amount that would have been received if such deductions or withholdings were not made (subject to the conditions contained in the Guarantee).

Australian Taxation of Profit on Sale

Non-resident Holders should seek professional tax advice on the Australian tax consequences of any sale or redemption of the Notes, which will depend on the particular factual circumstances, including whether any gain/profit would be taken to have an Australian source and whether any Australian tax on a gain/profit may be precluded by an applicable Tax Treaty.

Other Australian Taxes

Quotation of Australian Business Numbers or Tax File Numbers

If a Noteholder is an Australian resident or a non-resident that holds a Note at or through a permanent establishment in Australia, withholding for tax at the highest marginal tax rate (plus the Medicare Levy) must be deducted from, broadly, amounts of interest on the Notes, unless the Noteholder supplies the Issuer with its Australian Business Number (if applicable) or Tax File Number or proof of an appropriate exemption from quoting such numbers. The rate of withholding is currently 47%. A Bill has been introduced in the Federal Parliament which, if passed, would increase the rate of withholding to 47.5% from 1 July 2019.

Goods and Services Tax (“GST”)

Neither the issue nor the receipt of the Notes should give rise to a liability for GST in Australia on the basis that the supply of the Notes will either be a financial supply that is input taxed or in the case of the Notes being issued to a non-resident offshore subscriber, GST-free. Furthermore, neither the payment of principal or interest by the Issuer, nor the redemption or disposal of the Notes, should give rise to a liability for GST in Australia.

Where the acquisition or transfer of the Notes results in the holder making an input taxed financial supply, the holder may be restricted in claiming input tax credits for any GST they have incurred on costs related to the acquisition or transfer of the Notes. Noteholders should seek their own advice in this regard.

Neither the grant of the Guarantees nor the payment of any amount under the Guarantees should give rise to any liability for GST in Australia.

Death duties

No Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death.

Stamp duty

No ad valorem stamp duty or similar ad valorem documentary tax or duty should be payable in Australia on the issue of any Notes or redemption of any Notes or the transfer of any Notes.

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

FATCA

Under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”), a 30% withholding (“**FATCA withholding**”) may be required if (i)(A) an investor does not provide information sufficient for a non-U.S. financial institution (“**FFI**”) through which payments on the Notes are made to determine the Noteholder’s status under FATCA, or (B) an FFI to or through which payments on the Notes are made is a “non-participating FFI”; and (ii) the Notes are treated as debt for U.S. federal income tax purposes and the payment is made in respect of Notes issued or modified after the date that is six months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register, or the Notes are treated as equity for U.S. federal income tax purposes, whenever issued. This withholding is not expected to apply prior to 1 January 2019.

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

In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, pursuant to the terms and conditions of the Notes, no additional amounts will be paid by the Issuer as a result of the deduction or withholding.

Common Reporting Standard

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

Directory

Issuer

QMS Media Limited

(ABN 71 603 037 341)

214 Park Street
South Melbourne VIC 3205
Telephone: 03 9268 7000
Email: peter.cargin@qmsmedia.com
Attention: Chief Financial Officer

Lead Manager and Initial Subscriber

National Australia Bank Limited

(ABN 12 004 044 937 and AFSL No. 230686)

Level 22
255 George Street
Sydney NSW 2000
Telephone: + 61 2 9376 4011
Email: andrew.gordon@nab.com.au
Attention: Director, Debt Markets

Trustee

Perpetual Corporate Trust Limited

(ABN 99 000 341 533)

Level 18, Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: + 61 2 9229 9000
Email: csf.team@perpetual.com.au
Attention: Manager, Corporate Securities

Registrar, Issuing & Paying Agent and Calculation Agent

Perpetual Trustee Company Limited

(ABN 42 000 001 007)

Level 18, Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: + 61 2 9229 9000
Email: securitisationops@perpetual.com.au
Attention: Manager, Client Services Team