

CVC PRIVATE EQUITY LIMITED  
ACN 059 092 198

ANNUAL GENERAL MEETING  
2012

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Inclusions

- Annual Report (for shareholders who have elected to receive a hard copy)
- Proxy Form
- Reply paid envelope

## NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

24 October 2012

Dear Shareholder

I am pleased to invite you to attend the 2012 Annual General Meeting of CVC Private Equity Limited, which will be held at the following time and place:

Date 26 November 2012

Time 2:00pm

Place 42 Suncorp Place, 259 George Street, Sydney, New South Wales

The business to be considered at the AGM is provided on page 3 of this Notice of Meeting. An Explanatory Statement in relation to each of the proposed resolutions is provided at page 7 of this Notice of Meeting. If you are able to attend the AGM, please bring the enclosed proxy form with you to facilitate registration at the AGM.

If you do not plan on attending the AGM, you are encouraged to appoint a proxy to attend and vote on your behalf by completing the enclosed proxy form and returning it in person, by fax or in the envelope provided. Instructions on how to appoint a proxy are detailed on the proxy form.

Proxies must be received no later than 2:00 pm 24 November 2012 to be valid for the AGM.

A copy of the CVC Private Equity Limited 2012 Annual Report is included with this Notice of Meeting for those shareholders who have elected to receive a hard copy. A copy of the 2012 Annual Report is also available online at the Company's website **[www.cvc.com.au](http://www.cvc.com.au)**.

We look forward to seeing you at the AGM.

Yours sincerely

Vanda Gould  
Chairman

## NOTICE OF ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF CVC PRIVATE EQUITY LIMITED

### Business

1. To receive and consider the Financial Report of the Company for the year ended 30 June 2012 and the Reports by Directors and Auditors thereon.
2. To consider, if thought fit, to pass the following as an ordinary resolution:

“That for the purpose of s. 275C(1) of the Corporations Act 2001 and for all other purposes, the shareholders approve, with immediate effect, the equal access share buyback of up to 4,000,000 fully paid ordinary shares in the Company at a price of \$0.6266 per share, and the entry by the Company into the Share Buyback Agreement with the participants in that buyback.”
3. To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

“That, for the purposes of the *Corporations Act 2001* (Cth) (**Corporations Act**) and for all other purposes, approval be given to the Share Option Plan (**Option Plan**) of the Company (as described in the Explanatory Statement accompanying the Notice of Meeting convening this meeting (**Explanatory Statement**)).”
4. To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

“That, subject to resolution 3 being passed, for the purposes of Part 2E.1 of the Corporations Act and for all other purposes, approval be given to the issue of options to acquire shares in Company, to Elliott Kaplan under the Option Plan on the terms set out in the Explanatory Statement.”
5. To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

“That, subject to resolution 3 being passed, for the purposes of Part 2E.1 of the Corporations Act and for all other purposes, approval be given to the issue of options to acquire shares in the Company, to Alexander Beard under the Option Plan on the terms set out in the Explanatory Statement.”
6. To transact any other business that may be brought forward in accordance with the constitution of the Company.

Further information specific to resolutions 2-5 (inclusive) is set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.

**By order of the Board**

John Hunter  
Company Secretary  
24 October 2012

## Voting Exclusion Statements

### Resolutions 2, 3, 4 and 5

The Company will disregard any votes cast in respect of each of resolutions 2, 3, 4 and 5 by any Director and other key management personnel of the Company and their closely related parties.

However, the Company need not disregard a vote in respect of each of resolutions 2, 3, 4 and 5 if:

- It is cast by a person (including the person chairing the meeting) as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- It is cast by a person chairing the meeting as proxy for a person who is entitled to vote, where the proxy form does not specify the way the proxy is to vote on that resolution but expressly authorises the person chairing the meeting to exercise the proxy even if that resolution is connected directly or indirectly with the remuneration of a member of the key management personnel of the Company. The person chairing the meeting intends to vote all available proxies in favour of each of resolutions 2, 3, 4 and 5.

For the purposes of this voting exclusion, “key management personnel” are the Directors of the Company and those other persons having authority and responsibility for planning, directing and controlling the activities of the Company, either directly or indirectly.

## Determination of entitlement to vote

For the purpose of the Meeting, the Directors have determined that shares will be taken to be held by persons registered as shareholders as at 2:00pm (Sydney time) on 24 November 2012.

## Proxies

Each shareholder may appoint a proxy, who need not be a shareholder, to attend and vote at the AGM on the shareholder’s behalf. A shareholder who is entitled to attend and cast two or more votes at the Meeting may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise on a poll. If the shareholder appoints two proxies and the appointment does not specify the proportion or number of the shareholder’s votes that each may exercise, each may exercise half of the votes (disregarding fractions) on a poll. A proxy form and, if not signed by the shareholder, the power of attorney or other authority (if any) under which the proxy form is signed (or a certified copy of that power of attorney or other authority) must be received by the Company at least 48 hours before the time for holding the Meeting.

To be effective, the instrument appointing a proxy (and the power of attorney, if any, under which it is signed) must be received by the Company not less than forty eight hours before the time for holding the meeting by either of the following:

- a) mailed to the company at Level 42, Suncorp Place, 259 George Street, Sydney, NSW 2000; or

b) sent by facsimile to (02) 9087 8088

## Corporate representatives

A company wishing to appoint a person to act as its representative at the meeting must provide that person with a letter executed in accordance with the Company's constitution and the Corporations Act authorising him or her to act as the member's representative.

## Explanatory Statement

### Business

#### **Item 1 - To receive and consider the Financial, Directors' and Auditor's Reports for the financial year ended 30 June 2012**

A copy of the Company's Annual Report 2012 is included with this Notice of Meeting for those shareholders who have elected to receive a hard copy.

During discussion of this item, there will be an opportunity for shareholders to ask questions about, or comment on, the Reports and the management and performance of the Company.

#### **Item 2 - Buy-Back Of Up To 4 Million Ordinary Shares**

The Corporations Act 2001 (**Corporations Act**) allows the Company to buy up to 10% of the minimum number of shares on issue at any time during the last 12 months without seeking the approval of shareholders. The Company wishes to buy back a greater number than this, and it is seeking approval from shareholders to approve an equal access buy-back of up to 4,000,000 fully paid ordinary shares, at a price of \$0.6266 per share, in accordance with s 257C(1) of the Corporations Act.

#### **Reasons for Buyback**

The share buyback offers an opportunity to:

1. Provide a liquidity mechanism for shareholders by returning capital to long-standing investors which is not otherwise readily available; and
2. Better match recurrent earnings with capital employed.

#### **Details of Buyback**

The terms of the buyback are as contained in the offer letter and the Share Buyback Agreement between the Company and the participants (**Share Buyback Agreement**) - drafts of both documents are attached to the notice of meeting.

The key details of the proposed buyback are as follows:

- > Eligibility to participate – the Company make the buyback offer to all shareholders holding ordinary shares in the Company.
- > Price – the Company will offer to buy back ordinary shares at a price of \$0.6266 per share.
- > Equal access – the Company will purchase the same percentage of each participant's ordinary shares. Each shareholder who accepts the buyback offer does so in relation to 100% of their ordinary shares in the Company.
- > Maximum Number of Shares – the maximum number of shares in the Company to be purchased under the proposed buyback will be 4,000,000 fully paid ordinary shares

(representing approximately 21.55% of the total issued share capital of 18,557,349 in the Company).

- > Period of Offer Availability – the buyback program will end on 25 November 2013.
- > Share Buyback Agreement – following the close of the buyback program, each participant will be requested to enter into a Share Buyback Agreement.

### **Advantages of Buyback**

The key advantages of the buyback are as follows:

1. It will be conducted on an equal access basis;
2. The provision of some liquidity for the Company's shares. There is a limited market for the Company's shares as the Company is unlisted. The buyback gives shareholders an increased ability to exit their investment in the Company;
3. The promotion of a more efficient capital structure; and
4. The buyback provides shareholders (should they chose to participate) with a potential exit or way to decrease their interest/exposure, particularly where the shares are illiquid and options for exiting are otherwise limited (due to CVC Private being an unlisted entity and the controlling interest of CVC Limited).

### **Disadvantages of Buyback**

The key disadvantages of the buyback are as follows:

1. Reduction of the cash balance of the Company, limiting future investment opportunities. If the maximum number of shares are bought back by the Company the cash balance would be reduced by \$2,506,400. The current cash balance of the Company is approximately \$7,000,000; and
2. At the completion of the share buyback the largest shareholder, CVC Limited may, as a consequence of the buyback, increase its percentage holding of the ordinary shares issued by the Company from 60.1% to 76.6%. This will mean that, other than in circumstances where it excluded from voting CVC Limited will be able to pass both ordinary and special resolutions. In addition there is a possibility that the liquidity of the Company's shares could be further decreased as a result of the increase in CVC Limited's shareholding as potential investors may be dissuaded from investing as a result of the level of CVC's control.

### **Terms of Buyback**

1. Eligibility to participate: the Company make the offers under the Buyback Program to all shareholders holding ordinary shares in the Company.
2. Price: the Company will offer to buy back ordinary shares at a price of \$0.6266 per share.

3. Equal access: the Company will purchase the same percentage of each participant's ordinary shares. Each shareholder who accepts the buyback offer does so in relation to 100% of their ordinary shares in the Company.
4. Maximum Number of Shares: the maximum number of shares in the Company to be purchased under the proposed buyback will be 4 million fully paid ordinary shares (representing approximately 21.5% of the total issued share capital of 18,557,349 in the Company).
5. Period of Offer Availability: the Buyback Program will commence from the date of buyback letter and end at 5.00pm on 25 November 2013 (Closing Date). Shareholders wishing to participate in the Buyback Program must return their completed acceptance forms to the Company before the Closing Date. The Director's reserve the right to close the Buyback Program early without notice.
6. Share Buyback Agreement: the Share buyback agreement provides for the transfer of the shares to the Company at the offer price. Except for the requirement that the vendor is not insolvent and has good title to the shares the Share Buyback Agreement is unconditional.

#### **Determination of buyback price**

The buyback price of \$0.6626 was arrived at by the directors determining the net tangible assets of the Company as set out in the Company's August 2012 accounts, subtracting the amount of the dividend to shareholders that had been determined but not paid by the Company and dividing the resulting number by the number of shares on issue.

The Directors consider that the buyback price is close to the market value for fully paid ordinary shares in the Company.

#### **Participation by CVC Limited**

CVC Limited does not intend to participate in the buyback.

#### **Participation of Directors**

The Directors do not intend to participate in the buyback.

#### **Item 3 – Approval of the Company's Option Plan ("OP") and the issue of shares under the OP**

Subject to approval by the Company's shareholders (**Shareholders**) of resolution 3, the Company will adopt an employee share plan known as the CVC Private Equity Limited Option Plan, pursuant to which options to acquire fully paid ordinary shares in the Company are acquired by certain key staff of the Company.

The OP constitutes an 'employee share scheme' for the purposes of the Corporations Act as it provides for the acquisition (subject to vesting conditions) of options to acquire shares in the Company.

Accordingly resolution 3 seeks the approval of Shareholders to the OP for the purposes of the Corporations Act and for all other purposes.

A summary of the OP is set out below.

### ***Key features of the OP***

It is proposed that Elliott Kaplan, Alexander Beard and other key staff (**Participants**) selected by the Board will be offered the opportunity to participate in the OP. Participants will acquire at no cost options to acquire fully paid ordinary shares in the Company at an issue price of \$0.75 adjusted to take into account any dividends or capital reductions up to the date the option is exercised (**Exercise Date**) to reflect the market value of the Company's shares as at the Exercise Date. The terms of the options will be in accordance with the rules governing the OP (**Plan Rules**).

The OP has been designed to support the achievement of the Company's business strategy by linking executive rewards to improvements in the financial performance of the Company and aligning the interests of Participants with those of Shareholders. Participants benefit only to the extent that the market value of shares in the Company exceeds the exercise price at the Exercise Date.

The maximum number of options that may be granted pursuant to the OP is 3,700,000.

### ***Vesting Conditions of Options***

The options vest on the date they are issued (**Grant Date**) and expire on the third anniversary of the Grant Date (**Expiry Date**).

### ***Restrictions on exercise of options***

Each Participant's options are subject to disposal restrictions, and may not be exercised unless:

- The Expiry Date has not occurred; and
- The exercise price for the option is paid.

### ***Forfeiture of options***

A Participant will forfeit his or her interest in the options where the Participant fails to exercise the options on or before the Expiry Date.

### ***What happens if the Participant ceases employment with the Company or its related bodies corporate?***

If a Participant ceases employment with the Company or its related bodies corporate, the Participant retains the options.

### ***What happens if a change in control event occurs in relation to CVC Private Equity Limited (Change in Control Event)?***

On the occurrence of a Change in Control Event, the Participant retains the options

### **Item 4 – Approval of Elliott Kaplan's Participation in the OP**

The Directors have recognised the difficulty that small and mid cap unlisted companies have in the present environment in attracting and retaining high quality directors. In recognition of the significant experience and expertise that Elliott Kaplan brings to the management and affairs of the Company at director level, and it being in the best interests of the Company that

he continue to do so going forward, the Directors have resolved that it is appropriate to issue options to acquire up to 1,200,000 shares in the Company to Elliott Kaplan under the OP.

The Directors consider that the issue of options to acquire up to 1,200,000 shares in the Company to Elliott Kaplan is an appropriate number given the comparable remuneration for directors in similar companies to the Company.

In accordance with the Corporations Act, Shareholders are asked to approve the participation by Elliott Kaplan, a Director of the Company, in the OP.

The Directors consider that the participation by Elliott Kaplan in the OP constitutes the giving of a financial benefit to a related party of the Company under Part 2E.1 of the Corporations Act, which requires the approval of the Shareholders.

The issuing of options is an established practice in Australia as part of the remuneration of senior executives. If no options were issued, the remuneration of Elliott Kaplan may have to be increased. Issuing shares is considered a preferable alternative as the recipient benefits if the Company's share price increases – in which case all Shareholders also benefit. This part of Elliott Kaplan's remuneration is therefore related to the longer-term performance of The Company.

Elliott Kaplan's participation in the OP is conditional on the passing of resolution.

In accordance with the Corporations Act, the following information is provided in relation to Elliott Kaplan's participation in the OP:

Names of the allottees or the basis upon which allottees will be identified or selected:	Elliott Kaplan, Director, or his associates.
Elliott Kaplan's total remuneration package:	Elliott Kaplan's remuneration package including superannuation and share based payments for FY2012 comprised a total of \$0.  The total remuneration package including the financial benefit associated with the securities for FY2013 will be estimated to be \$7,200.
Maximum number of securities to be issued or the formula for calculating the number of securities to be issued:	Elliott Kaplan will be granted up to a maximum of 1,200,000 options.
The date by which the entity will issue the securities:	It is intended that options will be issued to Elliott Kaplan as soon as is practical after the Company's 2012 AGM is held.  In any event, the Grant Date will be no later than 12 months after the date of the Company's 2012 AGM.
Price at which the securities will be issued:	Nil
Terms of the securities:	The options will be granted subject to the same conditions as those that apply to other Participants, as outlined in the Explanatory Statement for Resolution 5 set out above.
Terms of any loan in relation to the acquisition of options:	None.
Use (or intended use) of the funds	The funds raised on the exercise of the options will be used

raised:	for working capital.
Elliott Kaplan's existing interest in the Company:	Elliott Kaplan or his related parties at the date of this notice holds 70,029 shares in the Company.
Maximum extent of voting power in the Company after the issue of shares on exercise of the options:	Assuming all of Elliott Kaplan's options were exercised, then Elliott Kaplan would hold approximately 5.7% of the issued shares in the Company.
Valuation of the financial benefit to be given to Elliott Kaplan:	<p>\$7,200</p> <p>.</p> <p>This valuation was determined using the Australian Taxation Office valuation methodology for employee share schemes. In addition the Directors considered using the Black Scholes method:</p> <ul style="list-style-type: none"> <li>• the exercise price of the options – 75 cents;</li> <li>• the life of the options – 3 years;</li> <li>• the current price of the underlying shares – 62.66 cents;</li> <li>• the implied volatility 5.28%;</li> <li>• the dividends expected on the shares (if appropriate) –the exercise price is to be adjusted for any capital adjustments so this effectively makes this number zero; and</li> <li>• the risk-free interest rate for the life of the options – 3.25%.</li> </ul>
Directors of the Company are eligible to participate in the OP	<p>The following directors of the Company will participate in the OP, subject to Shareholder approval:</p> <ul style="list-style-type: none"> <li>• Elliott Kaplan</li> <li>• Alexander Beard</li> </ul>
Directors' interest in the outcome of this resolution	Other than Elliott Kaplan, no other director has an interest in the outcome of this resolution. However, as the other directors are "Key Management Personnel" for the purposes of the Corporations Act, a voting exclusion statement applies as set out on page 5 of this Notice of Meeting. For those reasons, Elliott Kaplan and the other directors will not be making recommendations as to voting on this resolution.

If all options are exercised only by Elliott Kaplan the Company would raise \$900,000. This is based on the exercise price of \$0.75. The exercise price may change in accordance with the terms of the OP.

If all options are exercised only by Elliott Kaplan the Company would raise \$900,000. This is based on the exercise price of \$0.75. The exercise price may change in accordance with the terms of the OP.

If all options are exercised by both Elliott Kaplan and Alexander Beard the Company would raise \$1,800,000. This is based on the exercise price of \$0.75. The exercise price may change in accordance with the terms of the OP.

If all options are exercised by Elliott Kaplan he would hold 1,270,029 shares in the Company. This would be approximately 6.4 % of the issued capital of the Company. These figures exclude the participation of shareholders in any rights issue or buyback.

If all options are exercised by both Elliott Kaplan and Alexander Beard they would together hold 2,708,154 shares in the Company. This would be approximately 12.9% of the issued capital of the Company. These figures exclude the participation of shareholders in any rights issue or buyback.

#### **Item 5 – Approval of Alexander Beard Participation in the OP**

The Directors have recognised the difficulty that small and mid cap unlisted companies have in the present environment in attracting and retaining high quality directors. In recognition of the significant experience and expertise that Alexander Beard brings to the management and affairs of the Company at director level, and it being in the best interests of the Company that he continue to do so going forward, the Directors have resolved that it is appropriate to issue options to acquire up to 1,200,000 shares in the Company to Alexander Beard under the OP.

The Directors consider that the issue of options to acquire up to 1,200,000 shares in the Company to Alexander Beard is an appropriate number given the comparable remuneration for directors in similar companies to the Company.

In accordance with the Corporations Act, Shareholders are asked to approve the participation by Alexander Beard, a Director of the Company, in the OP.

The Directors consider that the participation by Alexander Beard in the OP constitutes the giving of a financial benefit to a related party of the Company under Part 2E.1 of the Corporations Act, which requires the approval of the Shareholders.

The issuing of options is an established practice in Australia as part of the remuneration of senior executives. If no options were issued, the remuneration of Alexander Beard may have to be increased. Issuing shares is considered a preferable alternative as the recipient benefits if the Company's share price increases – in which case all Shareholders also benefit. This part of Alexander Beard remuneration is therefore related to the longer-term performance of CVC Private Equity Limited.

Alexander Beard's participation in the OP is conditional on the passing of resolution 3.

In accordance with the Corporations Act, the following information is provided in relation to Alexander Beard's participation in the OP:

Names of the allottees or the basis upon which allottees will be identified or selected:	Alexander Beard, Director, or his associates.
Alexander Beard's total remuneration package:	Alexander Beard's remuneration package including superannuation and share based payments for FY2012 comprised a total of \$0.  The total remuneration package including the financial benefit associated with the securities for FY2013 is estimated to be \$7,200.
Maximum number of securities to	Alexander Beard will be granted up to a maximum of

be issued or the formula for calculating the number of securities to be issued:	1,200,000 options.
The date by which the entity will issue the securities:	It is intended that options will be issued to Alexander Beard as soon as is practical after the Company's 2012 AGM is held.  In any event, the Grant Date will be no later than 12 months after the date of the Company's 2012 AGM.
Price at which the securities will be issued:	Nil.
Terms of the securities:	The options will be granted subject to the same conditions as those that apply to other Participants, as outlined in the Explanatory Statement for Resolution 5 set out above.
Terms of any loan in relation to the acquisition of options:	None.
Use (or intended use) of the funds raised:	The funds raised on the exercise of the options will be used for working capital.
Alexander Beard's existing interest in the Company:	Alexander Beard or his related parties at the date of this notice holds 238,125 shares in the Company
Maximum extent of voting power in the Company after the issue of shares on exercise of the options:	Assuming all of Alexander Beard's options were exercised, then Alexander Beard would hold approximately 6.5% of the issued shares in the Company.
Valuation of the financial benefit to be given to Alexander Beard:	\$7,200.  This valuation was determined using the Australian Taxation Office valuation methodology for employee share schemes. In addition the Directors considered using the Black Scholes method: <ul style="list-style-type: none"> <li>• the exercise price of the options – 75 cents;</li> <li>• the life of the options – 3 years;</li> <li>• the current price of the underlying shares – 62.66 cents;</li> <li>• the implied volatility 5.28%;</li> <li>• the dividends expected on the shares (if appropriate) –the exercise price is to be adjusted for any capital adjustments so this effectively makes this number zero; and</li> <li>• the risk-free interest rate for the life of the options – 3.25%.</li> </ul>
Directors of the Company are eligible to participate in the OP	The following directors of the Company will participate in the OP, subject to Shareholder approval: <ul style="list-style-type: none"> <li>• Elliott Kaplan</li> <li>• Alexander Beard</li> </ul>
Directors' interest in the outcome of	Other than Alexander Beard, no other director has an interest in the outcome of this resolution. However, as the

this resolution	other directors are "Key Management Personnel" for the purposes of the Corporations Act, a voting exclusion statement applies as set out on page 5 of this Notice of Meeting. For those reasons, Alexander Beard and the other directors will not be making recommendations as to voting on this resolution.
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If all options are exercised only by Alexander Beard only the Company would raise \$900,000. This is based on the exercise price of \$0.75. The exercise price may change in accordance with the terms of the OP.

If all options are exercised by both Elliott Kaplan and Alexander Beard the Company would raise \$1,800,000. This is based on the exercise price of \$0.75. The exercise price may change in accordance with the terms of the OP.

If all options are exercised only by Alexander Beard he would hold 1,438,125 shares in the Company. This would be approximately 7.3% of the issued capital of the Company. These figures exclude the participation of shareholders in any rights issue or buyback.

If all options are exercised by both Elliott Kaplan and Alexander Beard they would together hold 2,708,154 shares in the Company. This would be approximately 12.9% of the issued capital of the Company. These figures exclude the participation of shareholders in any rights issue or buyback.

\_\_\_\_\_ END \_\_\_\_\_

26 November 2012

[insert name]  
[insert address]

Dear Shareholder

### **EQUAL ACCESS SHARE BUYBACK OFFER**

On behalf of the board of CVC Private Equity Limited (**Company**), I am pleased to invite you to participate in the Company's equal access share buyback program (**Buyback Program**), which will operate on the following basis:

1. **Eligibility to participate:** the Company make the offers under the Buyback Program to all shareholders holding ordinary shares in the Company.
2. **Price:** the Company will offer to buy back ordinary shares at a price of \$0.6266 per share.
3. **Equal access:** the Company will purchase the same percentage of each participant's ordinary shares. Each shareholder who accepts the buyback offer does so in relation to 100% of their ordinary shares in the Company.
4. **Maximum Number of Shares:** the maximum number of shares in the Company to be purchased under the proposed buyback will be 4 million fully paid ordinary shares (representing approximately 21.5% of the total issued share capital of 18,557,349 in the Company).
5. **Period of Offer Availability:** the Buyback Program will commence from the date of this letter and end at 5.00pm on 25 November 2013 (**Closing Date**). Shareholders wishing to participate in the Buyback Program must return their completed acceptance forms to the Company before the Closing Date. The Director's reserve the right to close the BuyBack Program early without notice.
6. **Share Buyback Agreement:** following the Closing Date, each participant will be requested to enter into a Share Buyback Agreement, in the form attached to this letter.

Any information given by the Company in connection with the Buyback Program is general information only and this letter and the accompanying documents should not be construed as personal financial product advice or financial, taxation, legal or other professional advice. The Company is not licensed to provide financial product advice in relation to the Buyback Program.

As participation in the Buyback Program is likely to have tax consequences which will entirely depend upon your individual circumstances, the Company encourages you to carefully consider participating in the Buyback Program and to consider obtaining your own financial product advice from an independent person who is licensed by ASIC to give such advice and such other financial, taxation, legal and/or other professional advice as you believe necessary, before deciding whether or not to accept the offer to participate in Buyback Program.

The Company and its subsidiaries (and their officers, employees, consultants, agents or associates) are not responsible if you act solely on the information provided to you in relation to the Buyback Program.

This letter and the accompanying documents set out all information known to the Company which is material to a decision on whether to participate in the Buyback Program.

- i) If you would like to participate in the Buyback Program, please sign below to indicate your acceptance of the Company's offer to buyback up to 100% of your ordinary shares in the Company in the manner outlined above and on the terms of the Share Buyback Agreement.

Please retain a copy of this letter, and return the original countersigned letter to the Company's registered office at Level 42, Suncorp Place, 259 George Street, Sydney, NSW 2000 before 5.00pm on 25 November 2013.

For further information regarding the Buyback Program, please contact John Hunter at the Company on (02) 9087 8000.

Yours faithfully  
**CVC Private Equity Limited**



Elliott Kaplan  
Managing Director

In respect of all of the ordinary shares I hold in CVC Private Equity Limited, I hereby accept the offer to participate in the Buyback Program in the manner outlined in this letter and on the terms of the Share Buyback Agreement.

\_\_\_\_\_  
Name:  
Title:  
For and on behalf of:

\_\_\_\_\_  
Date:

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# SHARE BUYBACK AGREEMENT

BETWEEN

(together, **Vendor Shareholder**)

AND

**CVC Private Equity Limited**  
ABN 11 059 092 198  
(**Company**)

Sydney  
Adelaide  
Melbourne



Thomson  
Playford  
Cutlers

Level 25 · Australia Square Tower  
264 George Street · Sydney · NSW 2000  
T: +61 2 8248 5800 · F: +61 2 8248 5899

[www.thomsonplayfordcutlers.com.au](http://www.thomsonplayfordcutlers.com.au)



## 1.2 Interpretation

The following principles of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the gender includes all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (f) a reference to a clause or schedule is to a clause or schedule of this Agreement;
- (g) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;
- (h) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document;
- (i) a reference to dollars and "\$" is to the currency of the Commonwealth of Australia; and
- (j) the Recitals are correct.

## 2. SALE AGREEMENT

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### 2.1 Sale

The Vendor Shareholder shall sell and the Company shall purchase the Vendor Shareholder's Shares subject to the terms and conditions set out in this Agreement.

### 2.2 Title

The Vendor Shareholder shall convey all of its rights title and interest in the Shares (including any legal and beneficial interests it has in those shares) to the Company at Completion free of all Encumbrances.

### 2.3 Adjustments

The parties agree that the Shares are sold on the basis that the Company is a going concern and no adjustments shall be made between the parties.

## 3. PURCHASE CONSIDERATION

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### 3.1 Payment of Purchase Price

The relevant Purchase Price shall be paid by the Company to the Vendor Shareholder on Completion.

### 3.2 Adjustments

No adjustments shall be made to any Purchase Price.

### 3.3 Manner of payment

All moneys payable pursuant to this Agreement shall be paid by bank cheque or any other means agreed between the parties.

## 4. CONDITIONS

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### 4.1 Nature

The Agreement is subject in all respects to the following consents, approvals and agreements being obtained or events occurring before the Completion Date or within such further period as the parties may agree in writing:

- (a) the Company either:
  - (i) holding a general meeting at which the terms of this Agreement are approved by an ordinary resolution passed at that meeting; or
  - (ii) preparing and circulating a written resolution which is signed by all the ordinary shareholders of the Company who would be entitled to vote at a general meeting, approving the terms of this Agreement; and
- (b) the conditions (if any) set out in Item 3 of the Schedule.

### 4.2 Non Satisfaction

In the event that any of the Conditions shall not be satisfied prior to the time appointed under this Agreement for their satisfaction or within such further period or periods as the parties may mutually agree in writing then either the Company or the Vendor Shareholder may determine this Agreement by service of notice in writing to that effect upon the other and in that event none of the parties shall have any claim or recourse against the other save and except in respect of any antecedent breach or default.

## 5. COMPLETION

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### 5.1 Date for completion

Completion of the sale and purchase of the Shares shall take place on the Completion Date at the time and at the place set out in Item 4 of the Schedule or at such other time on that day or at such other place as the parties may mutually agree.

### 5.2 Documents to be delivered by the Vendor Shareholder

The Vendor Shareholder shall ensure that the following documents are delivered to the Company on or prior to Completion:

- (a) the share certificate/s in respect of their Shares (if any); and

- (b) transfers in registrable form in respect of the Shares in favour of the Company duly executed by the Vendor Shareholder as transferor and the Company as transferee.

### 5.3 Documents to be delivered by the Company

The Company shall ensure that a copy of the minutes (certified by the secretary of the Company as being a true and correct copy) of the duly held general meeting of the Company convened and held for the purposes described in clause 4.1(a)(i) or the circulating resolution referred to in clause 4.1(a)(ii), is delivered to the Vendor Shareholder on Completion.

## 6. VENDOR WARRANTIES AND INDEMNITIES

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### 6.1 Warranties

The Vendor Shareholder represents and warrants to the Company that:

- (a) it has full power and authority to execute this Agreement and to perform and observe all of its terms and provisions;
- (b) at the date of this Agreement it is the legal owner of its respective Shares and those Shares are free and clear of all Encumbrances and no consent, waiver, release or discharge is required to be obtained from any party in relation to the transfer of those Shares; and
- (c) on completion the Company shall acquire the full legal and beneficial ownership of those Shares free and clear of any Encumbrances.

### 6.2 Indemnity

The Vendor Shareholder shall indemnify and keep indemnified the Company in respect of and to the extent of any cost claim demand loss or expense incurred directly or indirectly by the Company by reason of any warranties given under clause 6.1 being incorrect.

## 7. COMPANY WARRANTIES AND UNDERTAKINGS

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### 7.1 The warranties

The Company hereby warrants and assures the Vendor Shareholder that:

- (a) the Company has complied or will comply (as the case may be) with all the requirements of the Corporations Law and that the buy-back of the shares pursuant to this Agreement is in all respects valid and enforceable and not capable of being avoided; and
- (b) this Agreement creates valid and binding obligations on the Company enforceable in accordance with their terms.

## 7.2 Other representations and warranties

The Company expressly acknowledges and agrees with the Vendor Shareholder that the Company has not been induced to enter into this Agreement by any representation or warranty other than contained in this Agreement and that no warranty or representation other than as set out in this Agreement has been made or given to the Company.

## 8. DEFAULT

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### 8.1 Events of Default

For the purposes of this Agreement the following shall constitute an Event of Default:

- (a) the failure of a party to do execute or perform any deed matter act or thing which such party is obliged to do execute or perform pursuant to this Agreement; or
- (b) any representation warranty or statement given or made by a party under this Agreement proves to be untrue when made or repeated; or
- (c) an Insolvency Event occurs in respect of the other party.

### 8.2 Notice of Default

Upon the occurrence of any Event of Default the aggrieved party or parties shall be at liberty to serve upon the defaulting party a notice in writing requiring the defaulting party to remedy such Event of Default within a period of not less than ten days following service of the notice.

### 8.3 Notice of Termination

In the event that following the service of a notice of default pursuant to clause 8.2 such default shall remain unremedied upon expiry of the period specified in such notice for rectification the aggrieved party or parties shall be at liberty to terminate this Agreement immediately upon the service of a further notice in writing to that effect and upon the service of such further notice this Agreement shall terminate forthwith without prejudice to the rights and remedies of the aggrieved party or parties at law or otherwise howsoever arising.

### 8.4 Definition of Insolvency Event

For the purpose of this clause, Insolvency Event means any of the following events:

- (a) the Party ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
- (b) a receiver, manager, receiver and manager, administrative receiver or similar officer is appointed with respect to that Party or any of its assets;
- (c) such Party enters into, or resolves to enter into, a scheme of arrangement, compromise or composition with any class of creditors;
- (d) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of that Party; or

- (e) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

## 9. COSTS AND EXPENSES

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### 9.1 General

Each party shall bear their own costs and expenses arising out of the negotiation preparation and execution of this Agreement and all stamp duty in respect thereof shall be borne by the Company.

### 9.2 Default Costs and Expenses

All costs charges and expenses (including legal costs and expenses on a solicitor and client basis and out of pocket expenses) resulting from any breach by any parties of its obligations pursuant to this Agreement and suffered sustained or incurred by any other party to this Agreement shall be payable to the aggrieved party by the defaulting party upon demand on a full indemnity basis.

## 10. NOTICES

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### 10.1 Service

Any notice demand consent or other communication to be given under this Agreement shall be deemed duly given if given in writing and signed by a director secretary solicitor or other duly authorised officer or agent for the time being of the party giving the notice and if left or posted by mail or dispatched by facsimile addressed to the party at its facsimile number or at its address as shown in this Agreement or such other address as such party may from time to time notify to the other party for the purpose of this clause.

### 10.2 Joint Parties

If two or more people comprise a party, notice to one is effective notice to all.

### 10.3 Service Particulars

- (a) Vendor Shareholder

Address:

- (b) Company

Address: Level 42, Suncorp Place, 259 George Street, Sydney, NSW 2000

## 11. GENERAL

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- 11.1 Each party shall take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this Agreement.
- 11.2 Subject to the Corporations Law, this Agreement may be amended only by another agreement executed by all parties who may be affected by the amendment.

- 11.3 The rights and obligations of each party under this Agreement are personal and they cannot be assigned charged or otherwise dealt with (either directly or indirectly) and no party shall attempt to purport to do so without the prior written consent of all the parties.
- 11.4 No failure to exercise and no delay in exercising any right, power or remedy, under this Agreement will operate as a waiver and nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- 11.5 The rights and obligations of the parties will not merge on completion of any transaction under this Agreement and they will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.
- 11.6 The Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 11.7 This Agreement is governed by the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales and the New South Wales division of the Federal Court of Australia and the courts of appeal from them.

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## Schedule 1

### Item 1

1	2	3
<b>Share Class</b>	<b>Number of Shares</b>	<b>Purchase Price</b>
ORD		\$0.6266

**Item 2**                      **Completion Date (Clause 1.1)**

**Item 3**                      **Conditions (Clause 4)**

None

**Item 4**                      **Time and Place for Completion (Clause 5)**

**CVC Private Equity Limited**

**Level 42, Suncorp Place**

**259 George St Sydney NSW 2000**

DRAFT

**EXECUTED** as an agreement

**EXECUTED** by **CVC PRIVATE EQUITY LIMITED**  
**ABN 11 059 092 198**

in accordance with Section 127 of the  
Corporations Act 2001:

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

If the Vendor Shareholder is a natural person, use the following signature block

**SIGNED** by  
**NAME:** \_\_\_\_\_  
**AS TRUSTEE FOR:**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full Name of Witness

If the Vendor Shareholder is a corporation, use the following signature block

**EXECUTED** by **NAME:**  
**ABN OR ACN:**  
**AS TRUSTEE FOR:**  
in accordance with Section 127 of the  
Corporations Act 2001:

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
(BLOCK LETTERS)  
\*please delete as appropriate

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

**PROXY FORM**

I, \_\_\_\_\_  
(FULL NAME – BLOCK LETTERS)

of \_\_\_\_\_

being an ordinary shareholder in CVC Private Equity Limited

**Section A**

Hereby Appoint \_\_\_\_\_

or, failing him, the Chairman of the Meeting, as my proxy to vote for me and on my behalf at the General Meeting of the company to be held on 26 November 2012 at 2.00pm, or at any adjournment thereof. The proxy so appointed shall represent all my voting rights except those (if any) specified in B below.

**Section B (DO NOT COMPLETE THIS SECTION UNLESS YOU WISH TO APPOINT TWO PROXIES)**

I further appoint \_\_\_\_\_

as my proxy to vote for me and on my behalf at the said meeting or at any adjournment thereof. The proxy, appointed by this Section B shall represent my voting rights in respect of \_\_\_\_\_% of my shares.

My proxy(s) is/are instructed to vote as indicated below. If no specific direction to vote is given the proxy holder may vote as he or she thinks fit or abstain from voting.

		A		B	
		FOR	AGAINST	FOR	AGAINST
Resolution 2	Share Buy Back				
Resolution 3	Share Option Plan				
Resolution 4	Option Issue – Elliott Kaplan				
Resolution 5	Option Issue – Alexander Beard				

If you do not wish to direct your proxy how to vote, please place a mark in the box:

By marking this box you acknowledge that the Chairman may exercise your proxy even if he has an interest in the outcome of the resolutions and votes cast by him other than as proxy holder will be disregarded because of that interest. The Chairman will vote all undirected proxies in favour of all resolutions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Signature of Shareholder

Signature of Shareholder/Witness

\_\_\_\_\_



**CVC**  
**Private Equity**