



# PEMBROKE

## Pembroke Olive Downs Pty Ltd (ACN 611 674 376) USD 550,000,000 Senior Secured Callable Bond Issue 2025/2030

### Terms:

#### Documentation:

The Loan Agreement <sup>1)</sup> is described more closely in Standard Terms

Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, admission document, cf. ABM-rules section 2.7.2.3. The documents are available with the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.

#### Relevant places:

<https://www.pembrokeresources.com.au/olive-downs/>

#### Issuer:

Pembroke Olive Downs Pty Ltd

#### Borrowing Limit – Tap Issue:

USD 550,000,000 – No tap issues

#### First Tranche / Loan Amount : <sup>2)</sup>

USD 550,000,000

#### Disbursement Date: <sup>3)</sup>

Issue Date (18 February 2025)

#### Maturity Date: <sup>4)</sup>

18 February 2030 (5 years after the Issue Date)

#### Interest Rate:

11.50 per cent p.a.

#### Yield on Disbursement Date:

11.50 per cent p.a.

#### Day Count Fraction– Interest rate: <sup>5)</sup>

30/360

#### Business Day Convention: <sup>6)</sup>

Standard Business Day Convention

#### Interest Payment Date(s): <sup>7)</sup>

18 February and 18 August of each year

#### Interest accrual date:

Issue Date (18 February 2025)

#### Date until which interest accrues:

Maturity Date (18 February 2030)

#### Status of the loan: <sup>8)</sup>

Senior secured

#### Issue Price: <sup>9)</sup>

99.00 per cent of the Initial Nominal Amount

#### Denomination:

USD 1 (Initial Nominal Amount). Minimum permitted subscription and allocation is USD 200,000, but in no circumstance less than the USD equivalent of EUR 100,000.

#### Call: <sup>10)</sup>

**Redemption Date(s):** See Special Price: See Special (distinct) conditions (distinct) conditions

#### Issuer's org. number/LEI number:

ACN 611 674 376 / 8755007XG1B6S61ECH90

#### Number / Codes:

**Sector code:** 9100 **Geographic code:** AU **Industry (trade) Code:** 05100

#### Usage of funds:

The net proceeds shall be applied towards (a) repayment or redemption (as applicable) in full of the Refinanced Existing Debt, including accrued interest and applicable repayment or redemption premium thereon; and (b) general corporate purposes of the Obligors, including Stage 2 Expansion project costs.

#### Approvals / Permissions:

Please refer to Clause 1.1 (*Definitions*) of the Loan Agreement for definitions.

- The issuance is approved by the board of directors on 4 February 2025
- The admission document has been inspected by Oslo Børs, cf. ABM-rules sec 2.7

#### Trustee:

Nordic Trustee AS, P.O. Box 1470 Vika, NO-0116 Oslo, Norway

#### Arranger(s):

Clarksons Securities AS, Munkedamsveien 62C, NO-0270 Oslo, Norway

#### Paying Agent:

Nordic Trustee Services AS, P.O. Box 1470 Vika, NO-0116 Oslo, Norway

#### Securities Depository:

Verdipapirsentralen ASA (Euronext VPS)

#### FISN- and CFI-code

FISN: PEMBROKE OLIVE/11.5 BD 20300218; CFI-code: DBFSBR

#### Market Making:

No market-maker agreement has been entered into for the issuance of the Bonds.

#### MiFiD II target market of end clients:

Professional Clients/Eligible counterparty  
None PRIIPS, No KID

#### Withholding tax: <sup>11)</sup>

Gross up

**Special (distinct) conditions:**

**Redemption of Bonds**

The Bonds shall be repaid by the Issuer (by way of redemption of Bonds) in instalments commencing on the Interest Payment Date falling 42 months after the Issue Date, with an amount equal to USD 27,500,000 to be amortised on each Interest Payment Date. Instalment payments will be made pro rata in accordance with the applicable regulations of the CSD. Any remaining Outstanding Bonds will be redeemed in full on the Maturity Date at a price of 100% of the Nominal Amount.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 10.1 (*Redemption of Bonds*).

**Voluntary early redemption – Call option:**

The Issuer may redeem all or some of the Outstanding Bonds on any Business Day from and including:

- (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
- (ii) the First Call Date to, but not including, the Interest Payment Date in February 2028 at a price equal to 105.75% of the Nominal Amount for each redeemed Bond;
- (iii) the Interest Payment Date the Interest Payment Date in February 2028 to, but not including, the Interest Payment Date in August 2028 at a price equal to 104.31% of the Nominal Amount for each redeemed Bond;
- (iv) the Interest Payment Date in August 2028 to, but not including, the Interest Payment Date in February 2029 at a price equal to 102.88% of the Nominal Amount for each redeemed Bond;
- (v) the Interest Payment Date in February 2029 to, but not including, the Interest Payment Date in August 2029 at a price equal to 101.44% of the Nominal Amount for each redeemed Bond;
- (vi) the Interest Payment Date in August 2029 to, but not including, the Maturity Date at a price equal to 100.00% of the Nominal Amount for each redeemed Bond.

Any redemption of Bonds pursuant to paragraph (i) to (vi) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.

Any call notice may be made subject to the satisfaction of one or more conditions precedent to be satisfied or waived by the Issuer no later than 3 Business Days prior to the Call Option Repayment Date.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 10.2 (*Voluntary early redemption – Call Option*).

**Mandatory repurchase due to a Put Option Event**

Upon the occurrence of a Put Option Event, each Bondholder will have the right (the “**Put Option**”) to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to 101% of the Nominal Amount.

If Bonds representing more than 90 per cent of the Outstanding Bonds have been repurchased pursuant to the Loan Agreement Clause 10.3 (*Mandatory repurchase due to a Put Option Event*), the Issuer shall be entitled to repurchase all the remaining Outstanding Bonds at the price stated in above.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

**Early redemption option due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) of the Loan Agreement as a result of a change in applicable law implemented after the date of these Bond Terms, the Issuer will have the right to redeem all, but not only some, of the Outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 10.4 (*Early redemption option due to a tax event*).

**Mandatory early redemption due to a Mandatory Redemption Event**

Upon a Mandatory Redemption Event, the Issuer shall, within 5 Business Days after the Mandatory Redemption Event, redeem all of the Outstanding Bonds at a price of 100.00% of the Nominal Amount plus accrued interest. Any redemption in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

The Bond Trustee shall be authorised to apply all amounts credited to the Bond Escrow Account towards any amount payable by the Issuer under any Bond Finance Document until all obligations and liabilities under or in relation to the Bond Finance Documents are repaid and discharged in full.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 10.5 (*Mandatory early redemption due to a Mandatory Redemption Event*).

### **Undertakings**

#### *Information Undertakings*

The Issuer shall comply with certain information undertakings set forth in the Loan Agreement Clause 12 (*Information undertakings*), including delivering certain annual and interim accounts, a reserves report etc.

#### *General and financial undertakings/covenants*

The Issuer undertakes to (and shall, where applicable, procure that other Group Companies will) comply with the undertakings set forth in the Loan Agreement Clause 13 (*General and Financial Undertakings*).

### **Issuer's purchase and transfer of Bonds**

The Issuer may purchase and hold Bonds, and such bonds may be retained, sold or cancelled in the Issuer's sole discretion, including with respect to Bonds purchased pursuant to Clause 10.3 (Mandatory repurchase due to a Put Option Event).

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions and Clause 11 (*Purchase and Transfer of Bonds*).

### **Supplementary information about status of the loan and collateral: <sup>8)</sup>**

#### **Status**

The Bonds are senior secure and shall constitute senior debt obligations of the Issuer and the relevant Obligor, and shall be:

- (i) secured on a first priority basis in the Pre-Settlement Security;
- (ii) secured on a joint first priority pari passu basis (other than the Common Secured Property over which the security will be second ranking pursuant to the Peabody / CITIC Priority Deed) in the Pre-Disbursement Security with the other Secured Money, subject to the waterfall provisions of the Security Trust Deed; and
- (iii) otherwise rank at least pari passu with the claims of the Obligors' other unsecured creditors, except for obligations which are mandatorily preferred by law.

All payment obligations under or in relation to the Bond Finance Documents and the Finance Documents shall rank ahead of any subordinated capital.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions, and Clause 2.4 (*Status of the Bonds*) for further on the Status of the Bonds.

#### **Transaction security**

As security for the due and punctual fulfilment of all present and future obligations and liabilities under or in connection with the Bonds and the Bond Finance Documents and the other Secured Money, the Obligors shall procure that Transaction Security (as defined in the Loan Agreement) is granted in favour of the Bond Trustee within the times agreed in Clause 6 (*Conditions for disbursement*) in the Loan Agreement:

The Bond Trustee and the Security Trustee will be irrevocably authorised to release the Transaction Security (including any guarantee) over assets which are sold or otherwise disposed of (directly or indirectly) (i) in any merger, demerger or disposal permitted in compliance with Clause 13.4 (*Mergers*), Clause 13.5 (*De-mergers*) or Clause 13.7 (*Disposals*) in the Loan Agreement, (ii) as part of enforcement of the Transaction Security and (iii) in respect of any Dormant Obligor.

Please refer to the Loan Agreement Clause 1.1 (*Definitions*) for definitions, Clause 2.5 (*Transaction Security*) for more about the Transaction Security.

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### **Standard terms:**

*If any discrepancy should occur between this Loan description and the Loan Agreement, then the Loan Agreement should apply.*

<b>Loan Agreement:</b> <sup>1)</sup>	The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement.  When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. For tap issues, the Loan Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.
<b>Open / Close:</b> <sup>3) 4)</sup>	Tap Issues will be opened on Disbursement Date and closed no later than five bank days before Maturity Date.
<b>Disbursement date:</b> <sup>3)</sup>	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.

<b>Expansions – Tap Issues:</b> <sup>2)</sup>	For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase in the Borrowing Limit.
<b>Issue price – Tap Issues:</b> <sup>9)</sup>	Any taps under the Tap Issue will be made at market prices.
<b>Interest Period:</b> <sup>7)</sup>	The interest rate is due in arrears on the Interest Payment Date. The first Interest Rate is paid on the first Interest Payment Date after Disbursement Date. The subsequent period runs from this date until the next Interest Payment Date. Last Interest Payment Date corresponds to Maturity Date.
<b>Day Count Fraction– Interest rate:</b> <sup>5)</sup>	Interest shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days, in case of a non-finished month the actual number of calendar days (30/360-basis), with the exception of periods where <ul style="list-style-type: none"> <li>a) the last day in the period is the 31<sup>st</sup> calendar day, and the first day of the period is neither the 30<sup>th</sup> nor the 31<sup>st</sup> of the month, in which the month containing the period shall not be reduced to 30 days; or</li> <li>b) the last day of the period is the last calendar day in February, in which February shall not be extended to a 30-day month.</li> </ul>
<b>Standard Business Day Convention</b> <sup>6)</sup>	Interest Payment Date will not be moved even if it is on a day that is not a banking day. If Interest Payment Date is not a banking day, payments will be made on the following banking day.
<b>Accrued interest:</b>	Accrued Interest rates for trades in the secondary bond market are calculated on the basis of current recommendations of Norske Finansanalytikerers Forening ( <i>The Norwegian Society of Financial Analysts</i> ).
<b>Condition – Call:</b> <sup>10)</sup>	Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least ten Business Days prior to the relevant Call Date. Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the Securities Register).
<b>Registration:</b>	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account or nominee account in the Securities Depository.
<b>Issuer's acquisition of bonds:</b>	The Issuer has the right to acquire Bonds and to retain, sell or discharge such Bonds in the Securities Depository. Subordinated bonds may not be purchased, sold or discharged by the Issuer without the consent of Finanstilsynet, provided that such consent is required.
<b>Amortisation:</b> <sup>4)</sup>	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
<b>Redemption:</b>	Matured interest rate and matured principal will be credit each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
<b>Sale:</b>	Tranche 1/ Loan amount has been sold by the Arranger. Later taps can also take place by other authorized investment firms.
<b>Legislation:</b>	Disputes arising from or in connection with, the Loan Agreement which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
<b>Fees and expenses:</b>	Any public fees payable in connection with the Bond Agreement and fulfilling of the obligations pursuant to the Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
<b>Withholding tax:</b> <sup>11)</sup>	The issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the bonds. In case of Gross up, the issuer shall be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes. In case of No gross up, the issuer shall not be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes.



**PEMBROKE**

Sydney, 27 March 2025



**CLARKSONS**